

Fort Bend County Tabulation

Bid 21-049

Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2021 through March 31, 2022

Recommendation: Low Bidder per Item

| Herbicides | | | | | | | | |
|---|----------------------|--------------------------------|--|---|--|---|--|--|
| Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon | Lawson Number | Adapco, LLC Sanford, FL | Clarke Mosquito Control Products, Inc., St. Charles, IL | Nutrien Ag Solutions, Inc., Loveland, CO | Red River Specialties LLC. Shreveport, LA | SiteOne Landscape Supply, Stafford, TX | Rentokil North America, Inc. dba Target Specialty Products, Reading, PA | VM Distribution Partners Newton, MS |
| 2.5 gallon container | 8879 | | | \$ 33.95 | \$ 11.65 | \$ 15.57 | | \$ 11.85 |
| minimum order | | | | none | 5 gallons | | | 50 gallons |
| 30 gallon container | 8880 | | | \$ 420.00 | \$ 11.25 | \$ 15.57 | | \$ 11.70 |
| minimum order | | | | none | 30 gallons | | | 120 gallons |
| 265 gallon container | 10041 | | | | \$ 11.05 | | | |
| minimum order | | | | | 265 gallon tote | | | |
| Brand Bid | | | | | Weedar 64 | | | |
| 270 gallon container | 10041 | | | \$ 3,750.00 | | | | \$ 11.65 |
| minimum order | | | | none | | | | 270 gallon tote |
| Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8903 | | | \$ 120.00 | \$ 54.48 | \$ 74.12 | | \$ 53.59 |
| minimum order | | | | none | 5 gallons | | | 25 gallons |
| 5 gallon container | 9678 | | | \$ 248.00 | \$ 53.85 | | | |
| minimum order | | | | none | 5 gallons | | | |
| 15 gallon container | 8904 | | | \$ 770.00 | \$ 52.88 | | | |
| minimum order | | | | none | 15 gallons | | | |
| 30 gallon container | 9679 | | | \$ 1,410.00 | \$ 52.00 | | | |
| minimum order | | | | none | 30 gallons | | | |
| 250 gallon container | 9680 | | | \$ 11,750.00 | | | | |
| minimum order | | | | none | | | | |

| Herbicides (cont'd) | | | | | | | | |
|--|--------------------------|---------------|--|---------------------------------------|----------------------------------|---|--|---|
| Item #3: Dupont Oust Extra, price per pound | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 4 pound container | 8910 | | | \$ 128.00 | \$ 28.10 | \$ 60.09 | | \$ 29.59 |
| minimum order | | | | none | 4 pounds | | | 48 pounds |
| 12 pound container | 8911 | | | \$ 385.00 | \$ 28.10 | | | \$ 29.59 |
| minimum order | | | | none | 12 pounds | | | 24 pounds |
| 25 pound container | 9682 | | | \$ 798.00 | | | | |
| minimum order | | | | none | | | | |
| Item #4: Escort, price per Ounce | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 ounces. container | 8920 | | | \$ 2.00 | | | | |
| minimum order | | | | none | | | | |
| 8 ounces. container | 9683 | | | \$ 16.00 | \$ 2.70 | | | \$ 2.88 |
| minimum order | | | | none | 8 ounces | | | 64 ounces |
| 16 ounces. container | 8921 | | | \$ 32.00 | \$ 2.70 | | | \$ 2.88 |
| minimum order | | | | none | 16 ounces | | | 128 ounces |
| 64 ounces. container | 9684 | | | \$ 128.00 | \$ 2.65 | | | |
| minimum order | | | | none | 64 ounces | | | |
| Item #5: Garlon 3A, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8930 | | | \$ 110.00 | \$ 45.76 | \$ 79.95 | | \$ 42.65 |
| minimum order | | | | none | 5 gallons | | | 100 gallons |
| 5 gallon container | 8931 | | | \$ 220.00 | | | | |
| minimum order | | | | none | | | | |
| 30 gallon container | 8932 | | | \$ 1,295.00 | \$ 45.76 | | | \$ 42.65 |
| minimum order | | | | none | 30 gallons | | | 120 gallons |
| returnable | | | | | | | | no |
| Item #6: Garlon 4 Ultra, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 14140 | | | \$ 149.00 | \$ 62.84 | \$ 65.06 | | \$ 60.29 |
| minimum order | | | | none | 5 gallons | | | 50 gallons |

| Herbicides (cont'd) | | | | | | | | |
|---|----------------------|---------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Item #7: Glyphosate 41%+14% Surfactant, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8942 | | | \$ 27.99 | \$ 12.24 | \$ 15.68 | | \$ 12.96 |
| minimum order | | | | none | 5 gallons | | | 50 gallons |
| 5 gallon container | 10060 | | | \$ 55.95 | | | | |
| minimum order | | | | none | | | | |
| 30 gallon container | 8943 | | | \$ 330.00 | \$ 11.85 | \$ 15.03 | | \$ 12.70 |
| minimum order | | | | none | 30 gallons | | | 150 gallons |
| 265 gallon container | 9688 | | | \$ 2,999.00 | | \$ 14.73 | | \$ 12.60 |
| minimum order | | | | none | | | | 265 gallons |
| 275 gallon container | 9688 | | | \$ 2,989.00 | \$ 10.56 | | | |
| minimum order | | | | none | 275 gallons | | | |
| Brand Bid | | | | Mad Dog Plus | Compare N Save | LESCO Prosecutor Pro | | Credit 41 Extra |
| Item #8: MSMA 6 Plus 47.60% Active, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8953 | | | \$ 75.00 | \$ 26.45 | \$ 34.60 | | |
| minimum order | | | | none | 5 gallons | | | |
| Brand Bid | | | | Target 6 Plus | | | | |
| Item #9: Milestone VM, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8955 | | | \$ 745.00 | \$ 300.00 | \$ 414.10 | \$ 300.00 | \$ 300.00 |
| minimum order | | | | none | 2.5 gallons | | 2.5 gallon | 5 gallons |
| Item #10: Outrider, price per ounce | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 20 ounces. container | 8961 | | | \$ 302.00 | \$ 15.87 | | | \$ 13.51 |
| minimum order | | | | none | 20 ounces | | | 20 ounces |

| Herbicides (cont'd) | | | | | | | | |
|---|----------------------|---------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Item #11: Pro-Mate Accuracy 30%, price per quart | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 quart container | 8966 | | | \$ 10.20 | \$ 9.88 | \$ 7.28 | | |
| minimum order | | | | none | 1 quart | none | | |
| Brand Bid | | | | | Elite Secure Ultra | | | |
| Item #12: Rodeo Herbicide, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8971 | | | \$ 47.50 | \$ 19.80 | | | \$ 19.05 |
| minimum order | | | | none | 5 gallons | | | 180 gallons |
| Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8974 | | | \$ 39.00 | \$ 17.49 | \$ 22.32 | | \$ 17.49 |
| minimum order | | | | none | 5 gallons | | | 100 gallons |
| 30 gallon container | 8975 | | | \$ 465.00 | \$ 17.00 | \$ 22.08 | | \$ 17.35 |
| minimum order | | | | none | 30 gallons | | | 120 gallons |
| Item #14: Surfactant: Nonionic Surfactant Load: 70% Hpound Ratio: 12, Antifoam Index: 3, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 gallon container | 8988 | | | \$ 15.00 | \$ 10.00 | \$ 17.41 | | |
| minimum order | | | | none | 4 gallons | | | |
| 2.5 gallon container | 8989 | | | \$ 23.00 | \$ 9.85 | \$ 16.49 | | |
| minimum order | | | | none | 5 gallons | | | |
| 30 gallon container | 8990 | | | \$ 330.00 | \$ 9.10 | | | |
| minimum order | | | | none | 30 gallons | | | |
| Brand Bid | | | | LPI Activator 90 | RRSI NIS | LESCO Spreader Sticker | | |

| Herbicides (cont'd) | | | | | | | | |
|---|----------------------|---------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8993 | | | \$ 48.00 | \$ 33.55 | \$ 59.13 | | |
| minimum order | | | | none | 5 gallons | | | |
| returnable | | | | | no | | | |
| Brand Bid | | | | LI 700 | Elite Radiant | Sixteen 90 | | |
| Item #16: Tordon 22K, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8994 | | | \$ 140.00 | \$ 58.15 | | | \$ 59.95 |
| minimum order | | | | none | 5 gallons | | | 25 gallons |
| 5 gallon container | 8996 | | | \$ 282.00 | | | | |
| minimum order | | | | none | | | | |
| 30 gallon container | 8994 | | | \$ 1,700.00 | \$ 57.76 | | | \$ 59.95 |
| minimum order | | | | none | 30 gallons | | | 120 gallons |
| 250 gallon container | 8996 | | | \$ 14,000.00 | | | | \$ 59.95 |
| minimum order | | | | none | | | | 250 gallons |
| Item #17: Opensight by Dow AgroScience, price per ounce | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 20 ounces bottle container | 9010 | | | \$ 107.50 | | | \$ 5.38 | \$ 5.38 |
| minimum order | | | | none | | | 20 ounce bottle | 20 ounces |
| Brand Bid | | | | | Corteva (DOW) | | | Opensight |
| 1.25 pound container | 9011 | | | \$ 107.50 | \$ 5.37 | | | \$ 5.38 |
| minimum order | | | | none | 1.25 pounds or 20 ounces | | | 7.5 pounds or 120 ounces |
| 10 pound container | 9700 | | | \$ 860.00 | \$ 5.37 | | | \$ 5.38 |
| minimum order | | | | none | 10 pounds | | | 10 pounds |
| Brand Bid | | | | | Corteva (DOW) | Opensight | | |

| Herbicides (cont'd) | | | | | | | | |
|--|----------------------|------------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Item #18: DLZ-MSO Surfactant Plus Drift, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 10461 | Removed from Bid | | | | | | |
| minimum order | | | | | | | | |
| Brand Bid | | | | | | | | |
| Item #19: Hardball, 2,4-D Acid, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 10462 | Removed from Bid | | | | | | |
| minimum order | | | | | | | | |
| 30 gallon container | 10463 | | | | | | | |
| minimum order | | | | | | | | |
| Item #20: Plateau, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 gallon container | 11505 | | | \$ 109.00 | \$ 108.48 | \$ 149.33 | | \$ 116.00 |
| minimum order | | | | none | 1 gallon | | | 4 gallons |
| Item #21: Droplex Xtra, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 13127 | Removed from Bid | | | | | | |
| minimum order | | | | | | | | |
| Brand Bid | | | | | | | | |

| Herbicides (cont'd) | | | | | | | | |
|---|--------------------------|------------------|--|---------------------------------------|----------------------------------|---|--|---|
| Item #22: Vastlan, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 13128 | Removed from Bid | | | | | | |
| minimum order | | | | | | | | |
| Brand Bid | | | | | | | | |
| 30 gallon container | 13129 | Removed from Bid | | | | | | |
| minimum order | | | | | | | | |
| Item #23: Trycera Selective Herbicide, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 13121 | Removed from Bid | | | | | | |
| Brand Bid | | | | | | | | |
| 265 gallon container | 13121 | Removed from Bid | | | | | | |
| minimum order | | | | | | | | |
| Brand Bid | | | | | | | | |
| Item #24: Dow Frequency, Bareground Herbicide, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 gallon container | 10474 | | | \$ 605.00 | \$ 670.00 | | | |
| minimum order | | | | none | 1 gallon | | | |
| Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 10471 | | | \$ 37.37 | | \$ 71.85 | | |
| minimum order | | | | none | | | | |
| Brand Bid | | | | | | Aqueduct Soil Surfactant | | |
| Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 10472 | | | \$ 25.00 | \$ 27.98 | \$ 46.04 | | |
| minimum order | | | | none | 5 gallons | | | |
| Brand Bid | | | | | Maximizer (LPI) | Elite Pinnacle | Lesco Hawkeye | |

| Item #27: Roundup Custom, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
|---|----------------------|---------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| 2.5 gallon container | 14141 | | | \$ 39.20 | \$ 18.00 | \$ 22.32 | | \$ 17.89 |
| minimum order | | | | none | 5 gallons | | | 50 gallons |
| Brand Bid | | | | Bayer (Monsanto) | Roundup Custom | | | Roundup Custom ATU |
| Item #28: Method 240SL, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 14266 | | | \$ 806.40 | \$ 322.56 | | \$ 322.56 | \$ 322.56 |
| minimum order | | | | none | 2.5 gallons | | 2.5 gallons | 2.5 gallons |
| Brand Bid | | | | Bayer | | | Method 240SL | Method 240 SL |
| 20 gallon container | 13126 | | | \$ 6,451.20 | | | | |
| minimum order | | | | none | | | | |
| Brand Bid | | | | Bayer | | | | |
| Item #29: Derigo (by Bayer Environmental Science), price per ounce | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 60 ounce container | 14142 | | | \$ 490.20 | \$ 8.17 | | \$ 7.78 | \$ 8.17 |
| minimum order | | | | none | 60 ounces | | 60 ounces | 60 ounces |
| Brand Bid | | | | Bayer | Derigo | | Derigo | Derigo |
| Item #30: Telar XP (by Bayer Environmental Science), price per ounce | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 16 ounce container | 14144 | | | \$ 221.00 | \$ 12.95 | | | \$ 13.85 |
| minimum order | | | | none | 16 ounces | | | 64 ounces |
| Brand Bid | | | | Telar XP | Telar XP | | | Telar XP |

| Insecticides | | | | | | | | |
|---|----------------------|---------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Item #31: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 case/400 | 8890 | | \$ 480.00 | | | \$ 520.20 | \$ 480.00 | |
| minimum order | | | 1 case | | | | 1 case | |
| Brand Bid | | | | | | Mosquito Dunks | | |
| Item #32: Altosid XR (Mosquito Larvicide and Pupicide), price per carton | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 case/220 | 8891 | | \$ 759.00 | | | | \$ 759.00 | |
| minimum order | | | 1 case | | | | 1 case | |
| Item #33: Big Foot Dye SS, price per quart | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 quart container | 8905 | | | \$ 15.00 | \$ 14.96 | \$ 15.23 | | |
| minimum order | | | | none | 12 quarts | | | |
| Brand Bid | | | | Turf Trax (LPI) | | LESCO Tracker Maxhigh | | |

| Insecticides (cont'd) | | | | | | | | |
|--|----------------------|-----------------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Item #34: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8922 | \$ 41.65 | \$ 21.00 | | | | \$ 21.16 | |
| minimum order | | 2 each 2.5 gallon | 2.5 gallons | | | | 2.5 gallons | |
| 5 gallon container | 8923 | | \$ 21.00 | | | | \$ 26.16 | |
| minimum order | | | 2 x 2.5 Gallon Case | | | | 5 gallon case | |
| 15 gallon container | 10050 | | | | | | \$ 21.16 | |
| minimum order | | | | | | | 15 gallons | |
| 30 gallon container | 8924 | | \$ 21.00 | | | | \$ 21.16 | |
| minimum order | | | 30 gallon drum | | | | 30 gallons | |
| returnable | | | yes | | | | no | |
| 55 gallon container | 8925 | \$ 916.30 | \$ 21.00 | | | | \$ 17.80 | |
| minimum order | | 55 gallon drum | 55 gallon drum | | | | 55 gallon drum | |
| returnable | | no | yes | | | | no | |
| 250 gallon container | 8926 | | \$ 21.00 | | | | \$ 17.66 | |
| minimum order | | | 250 gallon tote | | | | 250 gallon tote | |
| returnable | | | yes | | | | no | |
| 275 gallon container | 8927 | \$ 4,276.25 | \$ 21.00 | | | | \$ 17.66 | |
| minimum order | | 275 gallon tote | 275 gallon tote | | | | 275 gallon tote | |
| returnable | | no | yes | | | | no | |
| Brand Bid | | PermaSease 4-4 (4.6%) | Biomist 4-4 | | | | Perm x 4-4 | |

| Insecticides (cont'd) | | | | | | | | |
|---|----------------------|----------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Item #35: Mosquitomist One ULV, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 30 gallon container | 8958 | | \$ 77.99 | | | | | |
| minimum order | | | 30 gallon drum | | | | | |
| returnable | | | yes | | | | | |
| 55 gallon container | 8959 | | \$ 77.65 | | | | | |
| minimum order | | | 55 gallon drum | | | | | |
| returnable | | | yes | | | | | |
| 275 gallon container | 8960 | | \$ 72.36 | | | | | |
| minimum order | | | 275 gallon tote | | | | | |
| returnable | | | yes | | | | | |
| Item #36: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 8968 | | | | | \$ 226.84 | | |
| minimum order | | | | | | none | | |
| Brand Bid | | | | | | Riptide | | |
| 5 gallon container | 8969 | \$ 1,109.00 | \$ 374.55 | | | | \$ 206.84 | |
| minimum order | | 5 gallons | 5 gallons | | | | 5 gallons | |
| 30 gallon container | 8970 | \$ 6,531.60 | \$ 342.77 | | | | \$ 203.10 | |
| minimum order | | 30 gallon drum | 30 gallon drum | | | | 30 gallon drum | |
| 55 gallon container | 8967 | \$ 11,444.95 | \$ 334.94 | | | | \$ 194.02 | |
| minimum order | | 55 gallon drum | 55 gallon drum | | | | 55 gallon drum | |
| returnable | | no | no | | | | no | |

| Insecticides (cont'd) | | | | | | | | |
|--|----------------------|---------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Item #37: Duet by Clarke Mosquito Control, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 9005 | | \$ 227.11 | | | | | |
| minimum order | | | 2.5 gallons | | | | | |
| 5 gallon container | 9006 | | \$ 227.11 | | | | | |
| minimum order | | | 2 each 2.5 gallon case | | | | | |
| 30 gallon container | 9007 | | \$ 223.02 | | | | | |
| minimum order | | | 30 gallon drum | | | | | |
| returnable | | | yes | | | | | |
| 55 gallon container | 9008 | | \$ 214.73 | | | | | |
| minimum order | | | 55 gallon drum | | | | | |
| returnable | | | yes | | | | | |
| 275 gallon container | 9009 | | \$ 213.00 | | | | | |
| minimum order | | | 275 gallon tote | | | | | |
| returnable | | | yes | | | | | |
| Brand Bid | | | Duet | | | | | |
| Item #38: Mosquito Master 4-12, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 30 gallon container | 11859 | | \$ 70.48 | | | | | |
| minimum order | | | 30 gallon drum | | | | | |
| 55 gallon container | 11860 | | \$ 70.07 | | | | | |
| minimum order | | | 55 gallon drum | | | | | |
| 275 gallon container | 11861 | | \$ 70.16 | | | | | |
| minimum order | | | 275 gallon tote | | | | | |

| Insecticides (cont'd) | | | | | | | | |
|--|----------------------|------------------|--------------------------------|-----------------------------------|------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Item #39: 1% Solution, Drift Control Agent, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 gallon container | 10468 | | | \$ 12.00 | | | | |
| minimum order | | | | none | | | | |
| 2.5 gallon container | 10469 | | | \$ 45.00 | \$ 8.48 | | | |
| minimum order | | | | none | 5 gallons | | | |
| Item #40: Droplex, Deposition Aid and Drift Control Agent, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 1 gallon container | 10470 | | | \$ 11.00 | | | | |
| minimum order | | | | none | | | | |
| Brand Bid | | | | | Amigo (LPI) | | | |
| Item #41: Liberate by Loveland Products, Inc., price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | 12054 | | | \$ 90.00 | | | | |
| minimum order | | | | none | | | | |
| Item #42: Natular DT Tablet Residential, 600/case, price per case | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 600 tablet case | 14139 | | \$ 341.50 | | | | | |
| minimum order | | | 1 case | | | | | |
| Herbicide | | | | | | | | |
| Item #43: EcoMIGHT, price per gallon | Lawson Number | Adapco | Clarke Mosquito Control | Nutrien Ag Solutions, Inc. | Red River Specialties | SiteOne Landscape Supply | Target Specialty Products | VM Distribution Partners |
| 2.5 gallon container | | Removed from Bid | | | | | | |
| minimum order | | | | | | | | |
| 5 gallon container | | | | | | | | |
| minimum order | | | | | | | | |
| 30 gallon container | | | | | | | | |
| minimum order | | | | | | | | |
| returnable | | | | | | | | |
| Brand Bid | | | | | | | | |



COUNTY PURCHASING AGENT
Fort Bend County, Texas
Vendor Information

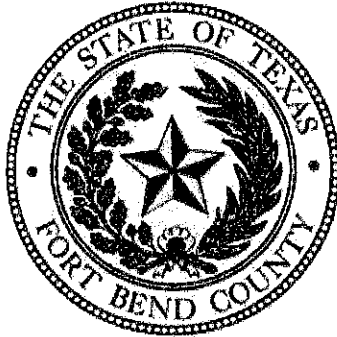
Jaime Kovar
 County Purchasing Agent

Office (281) 341-8640

| | | | |
|--|--|--|------------------|
| Legal Company Name (top line of W9) | Clarke Mosquito Control Products, Inc. | | |
| Business Name (if different from legal name) | | | |
| Federal ID # or S.S. # | 36-3672438 | DUNS # | 797478567 |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | Age in Business? |
| Publicly Traded Business | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____ | | |
| Remittance Address | 16277 Collections Center Drive | | |
| City/State/Zip | Chicago, IL, 60693 | | |
| Physical Address | 675 Sidwell Court | | |
| City/State/Zip | Saint Charles, IL, 60174 | | |
| Phone/Fax Number | Phone: 800-323-5727 Fax: 630-443-3070 | | |
| Contact Person | Doug Carroll | | |
| E-mail | customer care@clarke.com | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ | Certification # _____ | |
| | SBE-Small Business Enterprise _____ | Certification # _____ | |
| | HUB -Texas Historically Underutilized Business _____ | Certification # _____ | |
| | WBE-Women's Business Enterprise _____ | Certification # _____ | |
| Company's gross annual receipts | <\$500,000 _____ | \$500,000-\$4,999,999 _____ | |
| | \$5,000,000-\$16,999,999 _____ | \$17,000,000-\$22,399,999 _____ | |
| | >\$22,400,000 <input checked="" type="checkbox"/> | | |
| NAICs codes (Please enter all that apply) | 325320 | | |
| Signature of Authorized Representative | | | |
| Printed Name | Clark Wood | | |
| Title | VP Service Operations | | |
| Date | 01/06/2021 | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
BID 21-049*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, January 19, 2021
2:00 PM (Central)

LABEL ENVELOPE:

BID 21-049
WEED, BRUSH, INSECT CHEMICALS

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.
BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:


- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder: 

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 12, 2021 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

Initials of Bidder: 

- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

Initials of Bidder: cew

- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are

Initials of Bidder: CBW

obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or

Initials of Bidder: dew

provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will

Initials of Bidder: CSV

only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the

Initials of Bidder:

purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: CFW

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or

Initials of Bidder: CSV

equity.

- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.
- In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even

Initials of Bidder: CBW

though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide traffic signs, posts and supplies for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2021 through March 31, 2022**, renewable annually for four (4) years (through 31 March 2026) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

Initials of Bidder:

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
 - 5.2.1 Name of governmental entity is to read: Fort Bend County.
 - 5.2.2 Identification number used by the governmental entity is: B21-049.
 - 5.2.3 Description is the title of the solicitation: Traffic Signs, Posts, Supplies.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

Initials of Bidder: ckw

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission:

- 12.1 Electronic Excel file of Pricing Form on CD or flash drive and printed hard copy
- 12.2 Vendor Form
- 12.3 W9 Form
- 12.4 Tax Form/Debt/Residence Certification
- 12.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: CSW

**Contract Sheet
Bid 21-049**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 23rd day of March, 2021,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Clarke Mosquito Control Products, Inc (hereinafter designated Contractor).
(company name)


WITNESSETH:

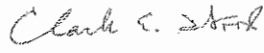
The Contractor and the County agree that the bid and specifications for the **Purchase of Weed, Brush and Insect Control Chemicals** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23 day of March 2021.

Fort Bend County, Texas

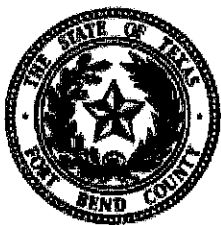
By: 
County Judge KP George

By: 
Signature of Contractor

By: clark Wood, VP Service Operations
Printed Name and Title

COUNTY PURCHASING AGENT

Fort Bend County, Texas



Jaime Kovar
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

January 6, 2021

TO: All Prospective Bidders

RE: Addendum No.1 – Fort Bend County BID 21-049 – Weed, Brush & Insect Chemicals

Addendum 1:

Vendors are to download the Amended1 Pricing Form and provide with their solicitation response. Item #43 was added to page 7.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

Clarke Mosquito Control Products, Inc
Company Name

Clarke Hood 1-6-21
Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci
Senior Buyer

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | | |
|-----------------------|---|---|---|
| Print or type. | See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Clarke Mosquito Control Products, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> | |
| | | <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> </p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| | | <p>5 Address (number, street, and apt. or suite no.) See instructions. 675 Sidwell Court</p> <p>6 City, state, and ZIP code St. Charles, IL 60174</p> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 3 | 6 | - | 3 | 6 | 7 | 2 | 4 | 3 | 8 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|---|--------------------|
| Sign Here | Signature of U.S. person ▶ <i>Carrie Aitken</i> | Date ▶ <i>2020</i> |
|------------------|---|--------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Clarke Mosquito Control Products, Inc.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Handwritten signature of Clark Wood in cursive script.

Contractor Signature

01/06/2021

Date

Clark Wood

Printed Name

VP Service Operations

Title

*Amended 1/06/21

Fort Bend County Pricing Form
Bid 21-049

Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2021 through March 31, 2022

Vendor Name: ↓

| Herbicides | Vendor Name: ↓ Arke Mosquito Control Products, Ir |
|---|--|
| Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| 270 gallon container | |
| minimum order | |
| returnable | |
| Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| 15 gallon container | |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| 250 gallon container | |
| minimum order | |
| returnable | |
| Item #3: Dupont Oust Extra, price per pound | Bid Price |
| 4 pound container | No Bid |
| minimum order | |
| 12 pound container | |
| minimum order | |
| 25 pound container | |
| minimum order | |

Vendor Name: ↓
Clarke Mosquito Control Products, Inc

| Item #4: Escort, price per Ounce | Bid Price |
|---|------------------|
| 1 oz. container | No Bid |
| minimum order | |
| 8 oz. container | |
| minimum order | |
| 16 oz. container | |
| minimum order | |
| 64 oz. container | |
| minimum order | |

| Item #5: Garlon 3A, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |

| Item #6: Garlon 4 Ultra, price per gallon | Bid Price |
|--|------------------|
| Lawson # 8935 | No Bid |
| 2.5 gallon container | |
| minimum order | |
| returnable | |

Vendor Name: ↓

Clarke Mosquito Control Products, Inc.

| Item #7: Glyphosate 41%+14% Surfactant, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| Brand Bid | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 275 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 265 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |

| Item #8: MSMA 6 Plus 47.60% Active, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #9: Milestone VM, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #10: Outrider, price per ounce | Bid Price |
|--|-----------|
| 20 oz. container | No Bid |
| minimum order | |

| Item #11: Pro-Mate Accuracy 30%, price per quart | Bid Price |
|---|-----------|
| 1 quart container | No Bid |
| minimum order | |
| returnable | |

Vendor Name: ↓

| Item #12: Rodeo Herbicide, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |

| Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon | Bid Price |
|---|------------------|
| 1 gallon container | No Bid |
| minimum order | |
| returnable | |
| 2.5 gallon container | |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |

| Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P- Menthene, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| Brand Bid | |

Vendor Name: ↓

Clarke Mosquito Control Products, Inc

| Item #16: Tordon 22K, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| 250 gallon container | |
| minimum order | |
| returnable | |

| Item #17: Opensight by Dow AgroScience, price per ounce | Bid Price |
|--|------------------|
| 20 oz bottle container | No Bid |
| minimum order | |
| Brand Bid | |
| 1.25 pound container | |
| minimum order | |
| Brand Bid | |
| 10 pound container | |
| minimum order | |
| Brand Bid | |

| Item #18: DLZ-MSO Surfactant Plus Drift, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #19: Hardball, 2,4-D Acid, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |

Vendor Name: ↓

Clarke Mosquito Control Products, Inc

| Item #20: Plateau, price per gallon | Bid Price |
|--|-----------|
| 1 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #21: Droplex Xtra, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #22: Vastlan, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | No Bid |
| 30 gallon container | |
| minimum order | |
| returnable | |

| Item #23: Trycera Selective Herbicide, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| 265 gallon container | |
| minimum order | |
| returnable | |

| Item #24: Dow Frequency, Bareground Herbicide, price per gallon | Bid Price |
|--|-----------|
| 1 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

Vendor Name: ↓

Clarke Mosquito Control Products, Inc.

| Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #27: Roundup Custom price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| Brand Bid | |
| returnable | |

| Item #28: Method 240SL, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| 20 gallon container | |
| minimum order | |
| Brand Bid | |

| Item #29: Derigo (by Bayer Environmental Science), price per ounce | Bid Price |
|---|-----------|
| 60 ounce container | No Bid |
| minimum order | |
| Brand Bid | |

| Item #30: Telar XP (by Bayer Environmental Science), price per ounce | Bid Price |
|---|-----------|
| 16 ounce container | No Bid |
| minimum order | |
| Brand Bid | |

| *Item #43: EcoMIGHT price per gallon | Bid Price |
|---|-----------|
| 1 gallon container | No Bid |
| minimum order | |
| 2.5 gallon container | |
| minimum order | |
| 55 gallon container | |
| minimum order | |
| Brand Bid | |

Vendor Name: ↓

Insecticides

Marke Mosquito Control Products, Inc.

| Item #31: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case | Bid Price |
|--|------------------------|
| 1 case/400 | \$480.00 |
| minimum order | 1 Case |
| Item #32: Altosid XR (Mosquito Larvicide and Pupicide), price per carton | Bid Price |
| 1 case/220 | \$759.00 |
| minimum order | 1 Case |
| Item #33: Big Foot Dye SS, price per quart | Bid Price |
| 1 quart container | No Bid |
| minimum order | |
| Item #34: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon | Bid Price |
| 2.5 gallon container | \$21.00 |
| minimum order | 2.5 Gallons |
| returnable | No |
| Brand Bid | Biomist 4-4 |
| 5 gallon container | \$21.00 |
| minimum order | 2x2.5 Gallon Case |
| returnable | No |
| Brand Bid | Biomist 4-4 |
| 15 gallon container | No Bid |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | \$21.00 |
| minimum order | 30 Gallon Drum (1ea) |
| returnable | Yes |
| Brand Bid | Biomist 4-4 |
| 55 gallon container | \$21.00 |
| minimum order | 55 Gallong Drum (1 ea) |
| returnable | Yes |
| Brand Bid | Biomist 4-4 |
| 250 gallon container | \$21.00 |
| minimum order | 250 Gallon Tote (1ea) |
| returnable | Yes |
| Brand Bid | Biomist 4-4 |
| 275 gallon container | \$21.00 |
| minimum order | 275 Gallon Tote (1ea) |
| returnable | Yes |
| Brand Bid | Biomist 4-4 |

Vendor Name: ↓

Clarke Mosquito Control Products, Inc

| Item #35: Mosquitomist One ULV, price per gallon | Bid Price |
|---|-----------------------|
| 30 gallon container | \$77.99 |
| minimum order | 30 Gallon Drum (1ea) |
| returnable | Yes |
| 55 gallon container | \$77.65 |
| minimum order | 55 Gallon Drum (1ea) |
| returnable | Yes |
| 275 gallon container | \$72.36 |
| minimum order | 275 Gallon Tote (1ea) |
| returnable | Yes |

| Item #36: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon | Bid Price |
|---|----------------|
| returnable | No |
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | No |
| 5 gallon container | \$374.55 |
| minimum order | 5 Gallons |
| returnable | No |
| 30 gallon container | \$342.77 |
| minimum order | 30 Gallon Drum |
| returnable | No |
| 55 gallon container | \$334.94 |
| minimum order | 55 Gallon Drum |
| returnable | No |

Item #36: Evergreen 5-25 as an equivalent substitute

Vendor Name: ↓

Clarke Mosquito Control Products, Inc

| Item #37: Duet by Clarke Mosquito Control, price per gallon | Bid Price |
|--|-----------------------|
| 2.5 gallon container | \$227.11 |
| minimum order | 2.5 Gallons |
| returnable | No |
| Brand Bid | Duet |
| 5 gallon container | \$227.11 |
| minimum order | 2x2.5 Gallon Case |
| returnable | No |
| Brand Bid | Duet |
| 30 gallon container | \$223.02 |
| minimum order | 30 Gallon Drum (1ea) |
| returnable | Yes |
| Brand Bid | Duet |
| 55 gallon container | \$214.73 |
| minimum order | 55 Gallon Drum (1ea) |
| returnable | Yes |
| Brand Bid | Duet |
| 275 gallon container | \$213.00 |
| minimum order | 275 Gallon Tote (1ea) |
| returnable | Yes |
| Brand Bid | Duet |

| Item #38: Mosquito Master 4-12, price per gallon | Bid Price |
|---|----------------------------------|
| 30 gallon container | \$70.48 |
| minimum order | Returnable-30 Gallon Drum (1ea) |
| 55 gallon container | \$70.07 |
| minimum order | Returnable-55 Gallon Drum (1ea) |
| 275 gallon container | \$70.16 |
| minimum order | Returnable-275 Gallon Tote (1ea) |

| Item #39: 1% Solution, Drift Control Agent, price per gallon | Bid Price |
|---|------------------|
| 1 gallon container | No Bid |
| minimum order | |
| returnable | |
| 2.5 gallon container | |
| minimum order | |
| returnable | |

Vendor Name: ↓

Clarke Mosquito Control Products, Ir

| Item #40: Droplex, Deposition Aid and Drift Control Agent, price per gallon | Bid Price |
|--|------------------|
| 1 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #41: Liberate by Loveland Products, Inc., price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #42: Natular DT Tablet Residential, 600/case, price per case | Bid Price |
|--|------------------|
| 600 tablet case | \$341.50 |
| minimum order | 1 Case |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-703555

Date Filed:
01/06/2021

Date Acknowledged:
03/23/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Clarke Mosquito Control Products
St Charles, IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21-049
Weed, Brush and Insect Control Chemicals

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
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| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

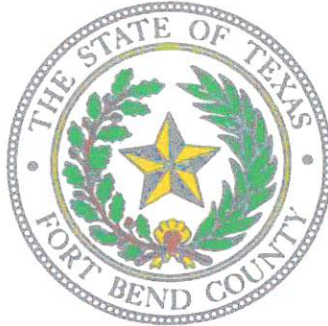
Office (281) 341-8640

Jaime Kovar
County Purchasing Agent

| | | | |
|--|--|--|-------------------------|
| Legal Company Name (top line of W9) | Nutrien Ag Solutions | | |
| Business Name (if different from legal name) | | | |
| Federal ID # or S.S. # | | | DUNS # |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | Age in Business? 50+ |
| Publicly Traded Business | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Ticker Symbol _____ | | |
| Remittance Address | 3005 Rocky Mountain Ave Loveland CO 80538 | | |
| City/State/Zip | | | |
| Physical Address | 13622 East Hardy Rd | | |
| City/State/Zip | Houston TX 77039 | | |
| Phone/Fax Number | Phone: 337-200-1407 Fax: _____ | | |
| Contact Person | Tim Roark | | |
| E-mail | Tim.Roark@Nutrien.com | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ | Certification # _____ | |
| | SBE-Small Business Enterprise _____ | Certification # _____ | |
| | HUB -Texas Historically Underutilized Business _____ | Certification # _____ | |
| | WBE-Women's Business Enterprise _____ | Certification # _____ | |
| Company's gross annual receipts | <\$500,000 _____ | \$500,000-\$4,999,999 _____ | |
| | \$5,000,000-\$16,999,999 _____ | \$17,000,000-\$22,399,999 _____ | |
| | >\$22,400,000 <input checked="" type="checkbox"/> | | |
| NAICs codes (Please enter all that apply) | | | |
| Signature of Authorized Representative | | | |
| Printed Name | Tim Smith | | |
| Title | Division Manager | | |
| Date | 1/15/2021 | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid



Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
BID 21-049

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, January 19, 2021
2:00 PM (Central)

LABEL ENVELOPE:

BID 21-049
WEED, BRUSH, INSECT CHEMICALS

**ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.**

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:


- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder: _____


- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 12, 2021 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

Initials of Bidder: 

- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

Initials of Bidder:

- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are

Initials of Bidder:  _____

obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or

Initials of Bidder: _____

provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will

Initials of Bidder:  _____

only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the

Initials of Bidder: _____

purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: _____

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or

Initials of Bidder: _____

equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

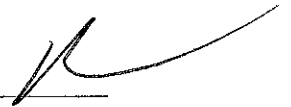
2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even

Initials of Bidder: _____



though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide traffic signs, posts and supplies for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2021 through March 31, 2022**, renewable annually for four (4) years (through 31 March 2026) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

Initials of Bidder: 

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
 - 5.2.1 Name of governmental entity is to read: Fort Bend County.
 - 5.2.2 Identification number used by the governmental entity is: B21-049.
 - 5.2.3 Description is the title of the solicitation: Traffic Signs, Posts, Supplies.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

Initials of Bidder: _____



8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission:

- 12.1 Electronic Excel file of Pricing Form on CD or flash drive and printed hard copy
- 12.2 Vendor Form
- 12.3 W9 Form
- 12.4 Tax Form/Debt/Residence Certification
- 12.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: _____



Contract Sheet
Bid 21-049

THE STATE OF TEXAS
COUNTY OF FORT BEND


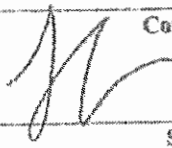
This memorandum of agreement made and entered into on the 23rd day of March, 2021,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Nutrien Ag Solutions, Inc (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Purchase of Weed, Brush and
Insect Control Chemicals** which are hereto attached and made a part hereof, together with this instrument and
the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the
items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto
and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23 day of March, 2021.

By:  Fort Bend County, Texas
County Judge KP George
By:  County Judge, KP George
Signature of Contractor
By: Tim Smith, Division Manager
Printed Name and Title

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Nutrien Ag Solutions, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3005 Rocky Mountain Ave

6 City, state, and ZIP code
Loveland, CO 80538

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| Social security number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| | | | | - | | | | | |
| OR | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 0 | 4 | - | 3 | 7 | 6 | 9 | 1 | 6 | 1 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Kyle Feitzenstein* Date ▶ 4/16/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 5233 (see Publication 516, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 5233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including national principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1994 and broker accounts considered active during 1993.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1993 and broker accounts considered inactive during 1993.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1089 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ³ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ¹ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4039.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in blue ink, appearing to be "Tim Smith", is written over a horizontal line.

Contractor Signature

1/15/2021

Date

Tim Smith

Printed Name

Division Manager

Title

Fort Bend County Pricing Form

Bid 21-049

Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2021 through March 31, 2022

Vendor Name: ↓

| Herbicides | |
|---|------------------|
| Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon | Bid Price |
| 2.5 gallon container | \$33.95 |
| minimum order | |
| returnable | |
| 30 gallon container | \$420 |
| minimum order | |
| returnable | |
| 270 gallon container | \$3,750.00 |
| minimum order | |
| returnable | |

| | |
|---|------------------|
| Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon | Bid Price |
| 2.5 gallon container | \$120 |
| minimum order | |
| returnable | |
| 5 gallon container | \$248 |
| minimum order | |
| returnable | |
| 15 gallon container | \$770 |
| minimum order | |
| returnable | |
| 30 gallon container | \$1,410 |
| minimum order | |
| returnable | |
| 250 gallon container | \$11,750 |
| minimum order | |
| returnable | |

| | |
|--|------------------|
| Item #3: Dupont Oust Extra, price per pound | Bid Price |
| 4 pound container | \$128 |
| minimum order | |
| 12 pound container | \$385 |
| minimum order | |
| 25 pound container | \$795 |

| | |
|---------------|--|
| minimum order | |
|---------------|--|

Vendor Name: ↓

| Item #4: Escort, price per Ounce | Bid Price |
|-------------------------------------|-----------|
| 1 oz. container | \$2 |
| minimum order | |
| 8 oz. container | \$16 |
| minimum order | |
| 16 oz. container | \$32 |
| minimum order | |
| 64 oz. container | \$128 |
| minimum order | |

| Item #5: Garlon 3A, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | \$110.00 |
| minimum order | |
| returnable | |
| 5 gallon container | \$220 |
| minimum order | |
| returnable | |
| 30 gallon container | \$1,295 |
| minimum order | |
| returnable | |

| Item #6: Garlon 4 Ultra, price per gallon | Bid Price |
|--|-----------|
| Lawson # 8935 | |
| 2.5 gallon container | \$149.00 |
| minimum order | |
| returnable | |

Vendor Name: ↓

| Item #7: Glyphosate 41%+14% Surfactant, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$27.99 |
| minimum order | |
| returnable | |
| Brand Bid | Mad Dog Plus |
| 5 gallon container | \$55.95 |
| minimum order | |
| returnable | |
| Brand Bid | Mad Dog Plus |
| 30 gallon container | \$330.00 |
| minimum order | |
| returnable | |
| Brand Bid | Mad Dog Plus |
| 275 gallon container | \$2,999.00 |
| minimum order | |
| returnable | |
| Brand Bid | Mad Dog Plus |
| 265 gallon container | \$2,989.00 |
| minimum order | |
| returnable | |
| Brand Bid | Mad Dog Plus |

| Item #8: MSMA 6 Plus 47.60% Active, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$75.25 |
| minimum order | |
| returnable | *TARGET 6 PLUS |

| Item #9: Milestone VM, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$745 |
| minimum order | |
| returnable | |

| Item #10: Outrider, price per ounce | Bid Price |
|--|------------------|
| 20 oz. container | \$302.00 |
| minimum order | |

| Item #11: Pro-Mate Accuracy 30%, price per quart | Bid Price |
|---|------------------|
| 1 quart container | \$10.20 |

| | |
|---------------|--|
| minimum order | |
| returnable | |

Vendor Name: ↓

| | Reign LC |
|--|------------------|
| Item #12: Rodeo Herbicide, price per gallon | Bid Price |
| 2.5 gallon container | \$47.50 |
| minimum order | |
| returnable | |

| Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$39 |
| minimum order | |
| returnable | |
| 30 gallon container | \$465.00 |
| minimum order | |
| returnable | |

| Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon | Bid Price |
|---|------------------|
| 1 gallon container | \$ 15.00 |
| minimum order | |
| returnable | |
| 2.5 gallon container | \$ 23.00 |
| minimum order | |
| returnable | |
| 30 gallon container | \$ 330.00 |
| minimum order | |
| returnable | |
| Brand Bid | LPI Activator 90 |

| Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P- Menthene, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 48.00 |
| minimum order | |
| returnable | |
| Brand Bid | LI 700 |

Vendor Name: ↓

| Item #16: Tordon 22K, price per gallon | Bid Price |
|---|--------------|
| 2.5 gallon container | \$140.00 |
| minimum order | |
| returnable | |
| 5 gallon container | \$282 |
| minimum order | |
| returnable | |
| 30 gallon container | \$ 1,700.00 |
| minimum order | |
| returnable | |
| 250 gallon container | \$ 14,000.00 |
| minimum order | |
| returnable | |

| Item #17: Oversight by Dow AgroScience, price per ounce | Bid Price |
|--|---------------|
| 20 oz bottle container | \$107.50 |
| minimum order | |
| Brand Bid | |
| 1.25 pound container | \$107.50 |
| minimum order | |
| Brand Bid | |
| 10 pound container | \$860.00 |
| minimum order | |
| Brand Bid | Corteva (DOW) |

| Item #18: DLZ-MSO Surfactant Plus Drift, price per gallon | Bid Price |
|--|----------------|
| 2.5 gallon container | \$ 30.00 |
| minimum order | |
| returnable | *Bid MSO (LPI) |

| Item #19: Hardball, 2,4-D Acid, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | \$ 27.00 |
| minimum order | |
| returnable | |
| 30 gallon container | \$ 335.00 |
| minimum order | |
| returnable | |

Vendor Name: ↓

| | LPI- Amine #4 |
|--|------------------|
| Item #20: Plateau, price per gallon | Bid Price |
| 1 gallon container | \$109 |
| minimum order | |
| returnable | |

| Item #21: Droplex Xtra, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 27.50 |
| minimum order | |
| returnable | *Bid LPI Amigo |

| Item #22: Vastlan, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 224.00 |
| 30 gallon container | \$ 2,688.00 |
| minimum order | |
| returnable | |

| Item #23: Trycera Selective Herbicide, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 174.00 |
| minimum order | |
| returnable | |
| 265 gallon container | |
| minimum order | 18,444.00 |
| returnable | TRYCERA |

| Item #24: Dow Frequency, Bareground Herbicide, price per gallon | Bid Price |
|--|------------------|
| 1 gallon container | \$ 605.00 |
| minimum order | |
| returnable | |

| Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 37.37 |
| minimum order | |
| returnable | |

Vendor Name: ↓

| | CINCO LPI |
|---|----------------------|
| Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon | Bid Price |
| 2.5 gallon container | \$ 25.00 |
| minimum order | |
| returnable | *Bid Maximizer (LPI) |

| | Bid Price |
|--|------------------|
| Item #27: Roundup Custom price per gallon | |
| 2.5 gallon container | \$ 39.20 |
| minimum order | |
| Brand Bid | Bayer (Monsanto) |
| returnable | |

| | Bid Price |
|---|------------------|
| Item #28: Method 240SL, price per gallon | |
| 2.5 gallon container | \$ 806.40 |
| minimum order | |
| 20 gallon container | \$ 6,451.20 |
| minimum order | |
| Brand Bid | Bayer |

| | Bid Price |
|---|------------------|
| Item #29: Derigo (by Bayer Environmental Science), price per ounce | |
| 60 ounce container | \$ 490.20 |
| minimum order | |
| Brand Bid | Bayer |

| | Bid Price |
|---|------------------|
| Item #30: Telar XP (by Bayer Environmental Science), price per ounce | |
| 16 ounce container | \$ 221.00 |
| minimum order | |
| Brand Bid | Telar XP |

Vendor Name: ↓

Insecticides

| | |
|---|------------------|
| Item #31: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case | Bid Price |
| 1 case/400 | NA |
| minimum order | |

| | |
|---|------------------|
| Item #32: Altosid XR (Mosquito Larvicide and Pupicide), price per carton | Bid Price |
| 1 case/220 | NA |
| minimum order | |

| | |
|---|----------------------|
| Item #33: Big Foot Dye SS, price per quart | Bid Price |
| 1 quart container | \$15 |
| minimum order | *Bid Turf Trax (LPI) |

| | |
|--|------------------|
| Item #34: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon | Bid Price |
| 2.5 gallon container | NA |
| minimum order | |
| returnable | |
| Brand Bid | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 15 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 55 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 250 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 275 gallon container | |
| minimum order | |
| returnable | |

| | |
|-----------|--|
| Brand Bid | |
|-----------|--|

Vendor Name: ↓

| Item #35: Mosquitomist One ULV, price per gallon | Bid Price |
|---|-----------|
| 30 gallon container | NA |
| minimum order | |
| returnable | |
| 55 gallon container | |
| minimum order | |
| returnable | |
| 275 gallon container | |
| minimum order | |
| returnable | |

| Item #36: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon | Bid Price |
|---|-----------|
| returnable | NA |
| 2.5 gallon container | |
| minimum order | |
| returnable | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| 55 gallon container | |
| minimum order | |
| returnable | |

Vendor Name: ↓

| Item #37: Duet by Clarke Mosquito Control, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | NA |
| minimum order | |
| returnable | |
| Brand Bid | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 55 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 275 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |

| Item #38: Mosquito Master 4-12, price per gallon | Bid Price |
|---|------------------|
| 30 gallon container | NA |
| minimum order | |
| 55 gallon container | |
| minimum order | |
| 275 gallon container | |
| minimum order | |

| Item #39: 1% Solution, Drift Control Agent, price per gallon | Bid Price |
|---|------------------|
| 1 gallon container | \$ 12.00 |
| minimum order | |
| returnable | |
| 2.5 gallon container | \$ 45.00 |
| minimum order | |
| returnable | |

Vendor Name: ↓

| | | REGIN LPI | |
|--|--|------------------|------------------|
| Item #40: Droplex, Deposition Aid and Drift Control Agent, price per gallon | | Bid Price | |
| 1 gallon container | | \$ | 11.00 |
| minimum order | | | |
| returnable | | | *Bid Amigo (LPI) |

| | | Bid Price | |
|--|--|------------------|-------|
| Item #41: Liberate by Loveland Products, Inc., price per gallon | | | |
| 2.5 gallon container | | \$ | 90.00 |
| minimum order | | | |
| returnable | | | |

| | | Bid Price | |
|--|--|------------------|----|
| Item #42: Natular DT Tablet Residential, 600/case, price per case | | | |
| 600 tablet case | | | NA |
| minimum order | | | |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-727272

Date Filed:
03/16/2021

Date Acknowledged:
03/23/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nutrien Ag Solutions, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21-049
Herbicides

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
County Purchasing Agent

Office (281) 341-8640

| | | | |
|--|--|--|------------------------------|
| Legal Company Name (top line of W9) | Red River Specialties LLC. | | |
| Business Name (if different from legal name) | Red River Specialties LLC. | | |
| Federal ID # or S.S. # | 721115450 | DUNS # | 606939148 |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | Age in Business? 31 years |
| Publicly Traded Business | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____ | | |
| Remittance Address | P.O. Box 204652 | | |
| City/State/Zip | Dallas, TX 75320 | | |
| Physical Address | 1324 North Hearne Ave. Ste., 120 | | |
| City/State/Zip | Shreveport, LA 71107 | | |
| Phone/Fax Number | Phone: 318-425-5944 | Fax: 318-227-3032 | |
| Contact Person | Chad Chambliss | For Orders: Tiffany Meguess | |
| E-mail | chad.chambliss@rrsi.com | For Orders: tiffany.meguess@rrsi.com | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ | Certification # _____ | |
| | SBE-Small Business Enterprise _____ | Certification # _____ | |
| | HUB-Texas Historically Underutilized Business _____ | Certification # _____ | |
| | WBE-Women's Business Enterprise _____ | Certification # _____ | |
| Company's gross annual receipts | <\$500,000 _____ | \$500,000-\$4,999,999 _____ | |
| | \$5,000,000-\$16,999,999 _____ | \$17,000,000-\$22,399,999 _____ | |
| | >\$22,400,000 <input checked="" type="checkbox"/> | | |
| NAICs codes (Please enter all that apply) | 424690 | | |
| Signature of Authorized Representative | | | |
| Printed Name | Chad Chambliss | | |
| Title | Bid Manager | | |
| Date | 1/15/2021 | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
BID 21-049**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, January 19, 2021
2:00 PM (Central)

LABEL ENVELOPE:

BID 21-049
WEED, BRUSH, INSECT CHEMICALS

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.
BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME. WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder: CC

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 12, 2021 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

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- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 **Evaluation:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 **Inspections:** Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 **Testing:** Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 **Disqualification of Bidder:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are

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obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or

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provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will

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only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the

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purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

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- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or

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equity.

- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.
- In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 **Assignment-Delegation:** No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 **Modification:** A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 **Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even

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though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide traffic signs, posts and supplies for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2021 through March 31, 2022**, renewable annually for four (4) years (through 31 March 2026) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
 - 5.2.1 Name of governmental entity is to read: Fort Bend County.
 - 5.2.2 Identification number used by the governmental entity is: B21-049.
 - 5.2.3 Description is the title of the solicitation: Traffic Signs, Posts, Supplies.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

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8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission:

- 12.1 Electronic Excel file of Pricing Form on CD or flash drive and printed hard copy
- 12.2 Vendor Form
- 12.3 W9 Form
- 12.4 Tax Form/Debt/Residence Certification
- 12.5 Contractor Acknowledgement of Stormwater Management Program

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**Contract Sheet
Bid 21-049**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 23rd day of March, 2021,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Red River Specialties LLC, (hereinafter designated Contractor).
(company name)


WITNESSETH:


The Contractor and the County agree that the bid and specifications for the **Purchase of Weed, Brush and Insect Control Chemicals** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23 day of March, 2021.

Fort Bend County, Texas

By: 
County Judge KP George

By: 
Signature of Contractor

By: Chad Chambliss (Bid Manager)
Printed Name and Title

COUNTY PURCHASING AGENT

Fort Bend County, Texas



Jaime Kovar
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

January 6, 2021

TO: All Prospective Bidders

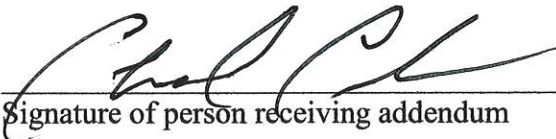
RE: Addendum No.1 – Fort Bend County BID 21-049 – Weed, Brush & Insect Chemicals

Addendum 1:

Vendors are to download the Amended1 Pricing Form and provide with their solicitation response. Item #43 was added to page 7.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

Red River special ties LLC.
Company Name


Signature of person receiving addendum

1-15-21
Date

If you have any questions, please contact this office.

Sincerely,



Cheryl Krejci
Senior Buyer

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific instructions on page 2.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Red River Specialties LLC. | |
| 2 Business name/disregarded entity name, if different from above 72-1115450 | |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) 1324 North Hearne Ave. Ste., 120 | |
| 6 City, state, and ZIP code Shreveport LA, 71107 | |
| 7 List account number(s) here (optional) | |
| Requester's name and address (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | |
|---|--|
| Social security number | |
| [] [] [] - [] [] [] - [] [] [] | |
| OR | |
| Employer identification number | |
| 7 2 - 1 1 1 5 4 5 0 | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|-----------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 1-15-21 |
|------------------|----------------------------|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution.
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 72-1115450

Company Name submitting Bid/Proposal: 1324 North Hearne Ave. Ste., 120

Mailing Address: Shreveport LA, 71107

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| <u>Fort Bend County Tax Acct. No.*</u> | <u>Property address or location**</u> |
|--|---------------------------------------|
| _____ | N/A |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes NO If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that Red River Specialties LLC. is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Shreveport, Louisiana.
[Company Name] [City and State]

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

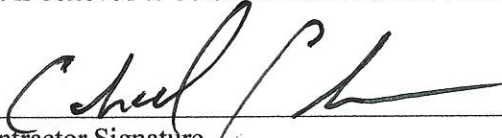
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Red River Specialties LLC,

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.



Contractor Signature

1/15/2021

Date

Chad Chambliss

Printed Name

Bid Manager

Title

**Fort Bend County Pricing Form
Bid 21-049**

Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2021 through March 31, 2022

Vendor Name: ↓

| Herbicides | Red River Specialties LLC. | |
|---|-----------------------------------|-------|
| Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon | Bid Price | |
| 2.5 gallon container | \$ | 11.65 |
| minimum order | 5 gal. | |
| returnable | No | |
| 30 gallon container | \$ | 11.25 |
| minimum order | 30 gal. | |
| returnable | No | |
| 270 gallon container | \$ | 11.05 |
| minimum order | 265 container | |
| returnable | No | |

| Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon | Bid Price | |
|---|------------------|-------|
| 2.5 gallon container | \$ | 54.48 |
| minimum order | 5 gal. | |
| returnable | No | |
| 5 gallon container | \$ | 53.85 |
| minimum order | 5 gal. | |
| returnable | No | |
| 15 gallon container | \$ | 52.88 |
| minimum order | 15 gal. | |
| returnable | No | |
| 30 gallon container | \$ | 52.00 |
| minimum order | 30 gal. | |
| returnable | No | |
| 250 gallon container | No Bid | |
| minimum order | N/A | |
| returnable | N/A | |

| Item #3: Dupont Oust Extra, price per pound | Bid Price | |
|--|------------------|-------|
| 4 pound container | \$ | 28.10 |
| minimum order | 4 lb. | |
| 12 pound container | \$ | 28.10 |
| minimum order | 12 lb. | |
| 25 pound container | No Bid | |
| minimum order | N/A | |

Vendor Name: ↓

Red River Specialties LLC.

| Item #4: Escort, price per Ounce | Bid Price |
|-------------------------------------|-----------|
| 1 oz. container | N/A |
| minimum order | N/A |
| 8 oz. container | \$ 2.70 |
| minimum order | 8 oz. |
| 16 oz. container | \$ 2.70 |
| minimum order | 16 oz. |
| 64 oz. container | \$ 2.65 |
| minimum order | 64 oz. |

| Item #5: Garlon 3A, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | \$ 45.76 |
| minimum order | 5 gal. |
| returnable | No |
| 5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| 30 gallon container | \$ 45.76 |
| minimum order | 30 gal. |
| returnable | No |

| Item #6: Garlon 4 Ultra, price per gallon | Bid Price |
|--|-----------|
| Lawson # 8935 | |
| 2.5 gallon container | \$ 62.84 |
| minimum order | 5 gal. |
| returnable | No |

Vendor Name: ↓

Red River Specialties LLC.

| Item #7: Glyphosate 41%+14% Surfactant, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 12.24 |
| minimum order | 5 gal. |
| returnable | No |
| Brand Bid | Compare and save |
| 5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 30 gallon container | \$ 11.85 |
| minimum order | 30 gal. |
| returnable | No |
| Brand Bid | Compare and save |
| 275 gallon container | \$ 10.56 |
| minimum order | 275 gal. |
| returnable | No |
| Brand Bid | Compare and save |
| 265 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |

| Item #8: MSMA 6 Plus 47.60% Active, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 26.45 |
| minimum order | 5 gal. |
| returnable | No |

| Item #9: Milestone VM, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 300.00 |
| minimum order | 2.5 gal. |
| returnable | No |

| Item #10: Outrider, price per ounce | Bid Price |
|--|------------------|
| 20 oz. container | \$15.87 |
| minimum order | 20 oz. |

| Item #11: Pro-Mate Accuracy 30%, price per quart | Bid Price |
|---|----------------------------|
| 1 quart container | \$ 9.88 |
| minimum order | 1 quart |
| returnable | Bidding Elite Secure Ultra |

Vendor Name: ↓

Red River Specialties LLC.

| Item #12: Rodeo Herbicide, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 19.80 |
| minimum order | 5 gal. |
| returnable | No |

| Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 17.49 |
| minimum order | 5 gal. |
| returnable | No |
| 30 gallon container | \$ 17.00 |
| minimum order | 30 gal. |
| returnable | No |

| Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon | Bid Price |
|---|------------------|
| 1 gallon container | \$ 10.00 |
| minimum order | 4 gal. |
| returnable | No |
| 2.5 gallon container | \$ 9.85 |
| minimum order | 5 gal. |
| returnable | No |
| 30 gallon container | \$ 9.10 |
| minimum order | 30 gal. |
| returnable | No |
| Brand Bid | RRSI NIS |

| Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P- Menthene, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 33.55 |
| minimum order | 5 gal. |
| returnable | No |
| Brand Bid | Elite Radiant |

Vendor Name: ↓

Red River Specialtes LLC.

| Item #16: Tordon 22K, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 58.15 |
| minimum order | 5 gal. |
| returnable | No |
| 5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| 30 gallon container | \$ 57.76 |
| minimum order | 30 gal. |
| returnable | No |
| 250 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |

| Item #17: Opensight by Dow AgroScience, price per ounce | Bid Price |
|--|----------------------------------|
| 20 oz bottle container | No Bid |
| minimum order | N/A |
| Brand Bid | N/A |
| 1.25 pound container | \$5.37 |
| minimum order | 1.25 lb. |
| Brand Bid | Opensite product is \$6.00 a lb. |
| 10 pound container | \$5.37 |
| minimum order | 10 lb. |
| Brand Bid | Opensite product is \$6.00 a lb. |

| Item #18: DLZ-MSO Surfactant Plus Drift, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |

| Item #19: Hardball, 2,4-D Acid, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| 30 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |

Vendor Name: ↓

Red River Specialties LLC.

| Item #20: Plateau, price per gallon | Bid Price |
|--|-----------|
| 1 gallon container | \$ 108.48 |
| minimum order | 1 gal. |
| returnable | No |

| Item #21: Droplex Xtra, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |

| Item #22: Vastlan, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 89.60 |
| 30 gallon container | \$ 89.60 |
| minimum order | 5 gal. or 30 gal |
| returnable | No |

| Item #23: Trycera Selective Herbicide, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| 265 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |

| Item #24: Dow Frequency, Bareground Herbicide, price per gallon | Bid Price |
|--|-----------|
| 1 gallon container | \$ 670.00 |
| minimum order | 1 gal. |
| returnable | No |

| Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

Vendor Name: ↓

Red River Specialties LLC.

| Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon | Bid Price |
|---|-------------------------|
| 2.5 gallon container | \$ 27.98 |
| minimum order | 5 gal. |
| returnable | Elite Pinnacle Bid / No |

| Item #27: Roundup Custom price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 18.00 |
| minimum order | 5 gal. |
| Brand Bid | Roundup Custom |
| returnable | No |

| Item #28: Method 240SL, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 322.56 |
| minimum order | 2.5 gal. |
| 20 gallon container | No Bid |
| minimum order | N/A |
| Brand Bid | N/A |

| Item #29: Derigo (by Bayer Environmental Science), price per ounce | Bid Price |
|---|------------------|
| 60 ounce container | \$ 8.17 |
| minimum order | 60 oz. |
| Brand Bid | Derigo |

| Item #30: Telar XP (by Bayer Environmental Science), price per ounce | Bid Price |
|---|------------------|
| 16 ounce container | \$ 12.95 |
| minimum order | 16 oz. |
| Brand Bid | Telar XP |

| *Item #43: EcoMIGHT price per gallon | Bid Price |
|---|------------------|
| 1 gallon container | No Bid |
| minimum order | N/A |
| 2.5 gallon container | No Bid |
| minimum order | N/A |
| 55 gallon container | No Bid |
| minimum order | N/A |
| Brand Bid | N/A |

Vendor Name: ↓

| Insecticides | Red River Specialties LLC. |
|--|-----------------------------------|
| Item #31: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case | Bid Price |
| 1 case/400 | No Bid |
| minimum order | N/A |
| Item #32: Altosid XR (Mosquito Larvicide and Pupicide), price per carton | Bid Price |
| 1 case/220 | No Bid |
| minimum order | N/A |
| Item #33: Big Foot Dye SS, price per quart | Bid Price |
| 1 quart container | \$ 14.96 |
| minimum order | 12 quarts |
| Item #34: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 5 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 15 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 30 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 55 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 250 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 275 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |

Vendor Name: ↓

Red River Specialties LLC.

| Item #35: Mosquitomist One ULV, price per gallon | Bid Price |
|---|------------------|
| 30 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| 55 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| 275 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |

| Item #36: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon | Bid Price |
|---|------------------|
| returnable | No Bid |
| 2.5 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| 5 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| 30 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| 55 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |

Vendor Name: ↓

Red River Specialties LLC.

| Item #37: Duet by Clarke Mosquito Control, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 5 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 30 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 55 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |
| 275 gallon container | N/A |
| minimum order | N/A |
| returnable | N/A |
| Brand Bid | N/A |

| Item #38: Mosquito Master 4-12, price per gallon | Bid Price |
|---|------------------|
| 30 gallon container | No Bid |
| minimum order | N/A |
| 55 gallon container | N/A |
| minimum order | N/A |
| 275 gallon container | N/A |
| minimum order | N/A |

| Item #39: 1% Solution, Drift Control Agent, price per gallon | Bid Price |
|---|------------------|
| 1 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |
| 2.5 gallon container | \$ 8.48 |
| minimum order | 5 gal. |
| returnable | No |

Vendor Name: ↓

Red River Specialties LLC.

| Item #40: Droplex, Deposition Aid and Drift Control Agent, price per gallon | Bid Price |
|--|------------------|
| 1 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |

| Item #41: Liberate by Loveland Products, Inc., price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | No Bid |
| minimum order | N/A |
| returnable | N/A |

| Item #42: Natular DT Tablet Residential, 600/case, price per case | Bid Price |
|--|------------------|
| 600 tablet case | No Bid |
| minimum order | N/A |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-706762

Date Filed:
01/15/2021

Date Acknowledged:
03/23/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Red River Specialties LLC.
Shreveport, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
FORT BEND COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid 21-049
Herbicide Sales

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | AZELIS AMERICAS | STAMFORD, CT United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

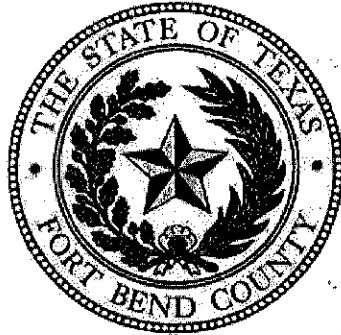
Jaime Kovar
County Purchasing Agent

Office (281) 341-8640

| | | | |
|--|--|--|-----------------------------------|
| Legal Company Name (top line of W9) | SiteOne Landscape Supply | | |
| Business Name (if different from legal name) | | | |
| Federal ID # or S.S. # | <u>36-4485550</u> | DUNS # | <u>18-0055774</u> |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | Age in Business? <u>20 YRS</u> |
| Publicly Traded Business | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Ticker Symbol <u>SITE</u> | | |
| Remittance Address | <u>24110 NETWORK PL</u> | | |
| City/State/Zip | <u>CHICAGO, IL 60673</u> | | |
| Physical Address | <u>1385 E 36TH ST</u> | LOCAL ADDRESS <u>10410 MULA RD</u> | |
| City/State/Zip | <u>Cleveland OH 44114</u> | <u>STAFFORD, TX 77477</u> | |
| Phone/Fax Number | Phone: <u>800 321 5325</u> | Fax: <u>248 581 1433</u> | |
| Contact Person | Keith McGinty | | |
| E-mail | bids@SiteOne.com | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ | Certification # _____ | |
| | SBE-Small Business Enterprise _____ | Certification # _____ | |
| | HUB -Texas Historically Underutilized Business _____ | Certification # _____ | |
| | WBE-Women's Business Enterprise _____ | Certification # _____ | |
| Company's gross annual receipts | <\$500,000 _____ | \$500,000-\$4,999,999 _____ | |
| | \$5,000,000-\$16,999,999 _____ | \$17,000,000-\$22,399,999 _____ | |
| | >\$22,400,000 <input checked="" type="checkbox"/> | | |
| NAICs codes (Please enter all that apply) | <u>423820 444220</u> | | |
| Signature of Authorized Representative | | | |
| Printed Name | Keith McGinty | | |
| Title | <u>DIRECTOR</u> | | |
| Date | <u>1-12-21</u> | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid



Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
BID 21-049

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, January 19, 2021
2:00 PM (Central)

LABEL ENVELOPE:

BID 21-049
WEED, BRUSH, INSECT CHEMICALS

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201; Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder: KM

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 12, 2021 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

Initials of Bidder:

- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

Initials of Bidder: JKM

- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are

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obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or

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provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will

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only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the

Initials of Bidder: KM

purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: kr

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or

Initials of Bidder: LM

equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even

Initials of Bidder: KM

though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide traffic signs, posts and supplies for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2021 through March 31, 2022**, renewable annually for four (4) years (through 31 March 2026) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

Initials of Bidder: KA

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
 - 5.2.1 Name of governmental entity is to read: Fort Bend County.
 - 5.2.2 Identification number used by the governmental entity is: B21-049.
 - 5.2.3 Description is the title of the solicitation: Traffic Signs, Posts, Supplies.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

Initials of Bidder: km

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission:

- 12.1 Electronic Excel file of Pricing Form on CD or flash drive and printed hard copy
- 12.2 Vendor Form
- 12.3 W9 Form
- 12.4 Tax Form/Debt/Residence Certification
- 12.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: KM

Contract Sheet
Bid 21-049

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 23rd day of March, 2021,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
SiteOne Landscape Supply (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Purchase of Weed, Brush and
Insect Control Chemicals** which are hereto attached and made a part hereof, together with this instrument and
the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the
items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto
and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23 day of March, 2021.

KP George Fort Bend County, Texas
By: County Judge KP George County Judge, KP George

By: [Signature] Signature of Contractor

By: Keith McGinty, DIRECTOR Printed Name and Title

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SiteOne Landscape Supply

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check **only one** of the following seven boxes:

| | | | | |
|--|--|--|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Individual/sole proprietor or single-member LLC | <input type="checkbox"/> C Corporation | <input type="checkbox"/> S Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Trust/estate |
|--|--|--|--------------------------------------|---------------------------------------|

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) 5
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1385 EAST 36TH ST

6 City, state, and ZIP code
Cleveland, OH 44114

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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| 3 | 6 | - | 4 | | | | | | | | | | |
| 4 | 4 | 8 | 5 | | | | | | | | | | |
| 5 | 5 | 5 | 0 | | | | | | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|-----------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ <u>1-11-21</u> |
|------------------|----------------------------|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out Item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more Individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: 21-049

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 36 4485330

Company Name submitting Bid/Proposal: _____

SiteOne Landscape Supply
1385 East 36th Street
Cleveland, Ohio 44114

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

N/A

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| <u>Fort Bend County Tax Acct. No.*</u> | <u>Property address or location**</u> |
|--|---------------------------------------|
| <u>N/A</u> | |
| | |
| | |
| | |

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

SiteOne Landscape Supply

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____
[Company Name]

ROSWELL, GA
[City and State]

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

SiteOne Landscape Supply

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

1-11-21
Date

Keith McGinty

Printed Name

DIRECTOR
Title

Fort Bend County Pricing Form

Bid 21-049

Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2021 through March 31, 2022

Vendor Name: ↓

| Herbicides | SiteOne Landscape Supply |
|---|---------------------------------|
| Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon | Bid Price |
| 2.5 gallon container | \$ 15.57 |
| minimum order | None |
| returnable | No |
| 30 gallon container | \$ 15.57 |
| minimum order | None |
| returnable | No |
| 270 gallon container | |
| minimum order | |
| returnable | |

| Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container <i>#10272225 Polaris 2.5 gal</i> | \$ 74.12 |
| minimum order | None |
| returnable | No |
| 5 gallon container | |
| minimum order | |
| returnable | |
| 15 gallon container | |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| 250 gallon container | |
| minimum order | |
| returnable | |

| Item #3: Dupont Oust Extra, price per pound | Bid Price |
|--|------------------|
| 4 pound container <i>- 3 lb container</i> | \$ 60.09 |
| minimum order | None |
| 12 pound container | |
| minimum order | |
| 25 pound container | |
| minimum order | |

Vendor Name: ↓

SiteOne Landscape Supply

| Item #4: Escort, price per Ounce | Bid Price |
|-------------------------------------|-----------|
| 1 oz. container | No Bid |
| minimum order | |
| 8 oz. container | |
| minimum order | |
| 16 oz. container | |
| minimum order | |
| 64 oz. container | |
| minimum order | |

| Item #5: Garlon 3A, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | \$ 79.95 |
| minimum order | None |
| returnable | No |
| 5 gallon container | |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |

| Item #6: Garlon 4 Ultra, price per gallon | Bid Price |
|--|-----------|
| Lawson # 8935 | |
| 2.5 gallon container #702305 Lesco Triclopyr 4Ester 2.5gal | \$ 65.06 |
| minimum order | None |
| returnable | No |

Vendor Name: ↓

| Item #7: Glyphosate 41%+14% Surfactant, price per gallon | SiteOne Landscape Supply Bid Price |
|---|---------------------------------------|
| 2.5 gallon container | \$ 15.68 |
| minimum order | None |
| returnable | No |
| Brand Bid | LESCO Prosecutor Pro |
| 5 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | \$ 15.03 |
| minimum order | None |
| returnable | No |
| Brand Bid | LESCO Prosecutor Pro |
| 275 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 265 gallon container | \$ 14.73 |
| minimum order | None |
| returnable | NO |
| Brand Bid | LESCO Prosecutor Pro |

| Item #8: MSMA 6 Plus 47.60% Active, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | \$ 34.60 |
| minimum order | None |
| returnable | No |

| Item #9: Milestone VM, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | \$ 414.10 |
| minimum order | None |
| returnable | No |

| Item #10: Outrider, price per ounce | Bid Price |
|--|-----------|
| 20 oz. container | No Bid |
| minimum order | |

| Item #11: Pro-Mate Accuracy 30%, price per quart | Bid Price |
|---|-----------|
| 1 quart container # EBA-04046-02 offside 1Qt. | \$ 7.28 |
| minimum order | None |
| returnable | No |

Vendor Name: ↓

| | SiteOne Landscape Supply |
|--|---------------------------------|
| Item #12: Rodeo Herbicide, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

| Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 22.32 |
| minimum order | None |
| returnable | No |
| 30 gallon container | \$ 22.08 |
| minimum order | None |
| returnable | No |

| Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon | Bid Price |
|---|------------------------|
| 1 gallon container | \$ 17.41 |
| minimum order | None |
| returnable | No |
| 2.5 gallon container | \$ 16.49 |
| minimum order | None |
| returnable | No |
| 30 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | LESCO Spreader Sticker |

| Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P- Menthene, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 59.13 |
| minimum order | None |
| returnable | No |
| Brand Bid | Sixteen 90 |

Vendor Name: ↓

| Item #16: Tordon 22K, price per gallon | SiteOne Landscape Supply Bid Price |
|---|---------------------------------------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| 250 gallon container | |
| minimum order | |
| returnable | |

| Item #17: Opensight by Dow AgroScience, price per ounce | Bid Price |
|--|-----------|
| 20 oz bottle container | No Bid |
| minimum order | |
| Brand Bid | |
| 1.25 pound container | |
| minimum order | |
| Brand Bid | |
| 10 pound container | |
| minimum order | |
| Brand Bid | |

| Item #18: DLZ-MSO Surfactant Plus Drift, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container #400512 Lesco MSO 2.5gal | \$ 14.84 |
| minimum order | None |
| returnable | No |

| Item #19: Hardball, 2,4-D Acid, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |

Vendor Name: ↓

| | SiteOne Landscape Supply | |
|--|--------------------------|--------|
| Item #20: Plateau, price per gallon | Bid Price | |
| 1 gallon container | \$ | 149.33 |
| minimum order | None | |
| returnable | No | |

| Item #21: Droplex Xtra, price per gallon | Bid Price | |
|---|-----------|--|
| 2.5 gallon container | No Bid | |
| minimum order | | |
| returnable | | |

| Item #22: Vastlan, price per gallon | Bid Price | |
|--|-----------|-------|
| 2.5 gallon container #702305 Lesco Triclopyr 4Ester 2.5gal | \$ | 65.06 |
| 30 gallon container | | |
| minimum order | None | |
| returnable | No | |

| Item #23: Trycera Selective Herbicide, price per gallon | Bid Price | |
|--|-----------|-------|
| 2.5 gallon container #838193 Crosscut Select 2.5gal | \$ | 46.76 |
| minimum order | None | |
| returnable | None | |
| 265 gallon container | | |
| minimum order | | |
| returnable | | |

| Item #24: Dow Frequency, Bareground Herbicide, price per gallon | Bid Price | |
|--|-----------|--|
| 1 gallon container | No Bid | |
| minimum order | | |
| returnable | | |

| Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon | Bid Price | |
|--|-----------|-------|
| 2.5 gallon container #ACAAQDG2.5 Aqeduct Soil Surfactant | \$ | 71.85 |
| minimum order | None | |
| returnable | No | |

Vendor Name: ↓

| Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon | SiteOne Landscape Supply Bid Price |
|---|---------------------------------------|
| 2.5 gallon container #400501 <i>lesco Hawkeye 2x64oz.</i> | \$ 46.04 |
| minimum order | |
| returnable | |

| Item #27: Roundup Custom price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | \$ 22.32 |
| minimum order | |
| Brand Bid | |
| returnable | |

| Item #28: Method 240SL, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | No Bid |
| minimum order | |
| 20 gallon container | |
| minimum order | |
| Brand Bid | |

| Item #29: Derigo (by Bayer Environmental Science), price per ounce | Bid Price |
|---|-----------|
| 60 ounce container | No Bid |
| minimum order | |
| Brand Bid | |

| Item #30: Telar XP (by Bayer Environmental Science), price per ounce | Bid Price |
|---|-----------|
| 16 ounce container | No Bid |
| minimum order | |
| Brand Bid | |

Vendor Name: ↓

| Insecticides | SiteOne Landscape Supply |
|--|--------------------------|
| Item #31: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case | Bid Price |
| 1 case/400 #111-5 Mosquito Dunks | \$ 520.20 |
| minimum order | |
| Item #32: Altosid XR (Mosquito Larvicide and Pupicide), price per carton | Bid Price |
| 1 case/220 | |
| minimum order | |
| Item #33: Big Foot Dye SS, price per quart | Bid Price |
| 1 quart container #400525 Lesco Tracker Maxhigh (blue) | \$ 15.23 |
| minimum order | |
| Item #34: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon | Bid Price |
| 2.5 gallon container | |
| minimum order | No Bid |
| returnable | |
| Brand Bid | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 15 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 55 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 250 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 275 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |

Vendor Name: ↓

| Item #35: Mosquitomist One ULV, price per gallon | SiteOne Landscape Supply Bid Price |
|---|---------------------------------------|
| 30 gallon container | No Bid |
| minimum order | |
| returnable | |
| 55 gallon container | |
| minimum order | |
| returnable | |
| 275 gallon container | |
| minimum order | |
| returnable | |

| Item #36: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon | Bid Price |
|---|-----------|
| returnable | |
| 2.5 gallon container # 7446B-C50 Riptide 2x64oz. | \$ 226.84 |
| minimum order | None |
| returnable | No |
| 5 gallon container | |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| 55 gallon container | |
| minimum order | |
| returnable | |

Vendor Name: ↓

| Item #37: Duet by Clarke Mosquito Control, price per gallon | SiteOne Landscape Supply Bid Price |
|--|---|
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |
| Brand Bid | |
| 5 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 55 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |
| 275 gallon container | |
| minimum order | |
| returnable | |
| Brand Bid | |

| Item #38: Mosquito Master 4-12, price per gallon | Bid Price |
|---|------------------|
| 30 gallon container | No Bid |
| minimum order | |
| 55 gallon container | |
| minimum order | |
| 275 gallon container | |
| minimum order | |

| Item #39: 1% Solution, Drift Control Agent, price per gallon | Bid Price |
|---|------------------|
| 1 gallon container | No Bid |
| minimum order | |
| returnable | |
| 2.5 gallon container | |
| minimum order | |
| returnable | |

Vendor Name: ↓

| | SiteOne Landscape Supply |
|--|--------------------------|
| Item #40: Droplex, Deposition Aid and Drift Control Agent, price per gallon | Bid Price |
| 1 gallon container | No Bid |
| minimum order | |
| returnable | |

| | |
|--|------------------|
| Item #41: Liberate by Loveland Products, Inc., price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | |
| returnable | |

| | |
|--|------------------|
| Item #42: Natular DT Tablet Residential, 600/case, price per case | Bid Price |
| 600 tablet case | No Bid |
| minimum order | |

Nufarm

POLARIS®

Herbicide

Applications may be made for the control of undesirable emergent and floating aquatic vegetation in estuarine marine surface water. For the control of undesirable vegetation in fencerows, non-irrigation ditch banks, for establishment and maintenance of wildlife openings, grass pastures and rangeland, unimproved industrial noncropland Bermudagrass and Bahiagrass, under certain paved areas, and industrial noncropland areas including railroad, utility, pipeline and highway rights-of-way, utility plant sites, petroleum tank farms, pumping installations, storage areas, non-irrigation ditchbanks, roads, transmission lines, and industrial bareground areas.

ACTIVE INGREDIENT:

Isopropylamine salt of Imazapyr: (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)*

27.7%

OTHER INGREDIENTS:

72.3%

TOTAL:

100.0%

*Equivalent to 22.62% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.

**KEEP OUT OF REACH OF CHILDREN
CAUTION / PRECAUCION**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

SEE INSIDE BOOKLET FOR ADDITIONAL
PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300

For Medical Emergencies Only, Call (877) 325-1840

Have the product container label with you when calling a poison control center or doctor or going for treatment.

EPA Reg. No. 228-534

Manufactured for
Nufarm Americas Inc.
150 Harvester Drive
Burr Ridge, IL 60527



LESCO TRICLOPYR 4 ESTER HERBICIDE

LESCO TRICLOPYR 4 ESTER HERBICIDE

For the control of woody plants and broad leaf weeds on rangeland and permanent grass pastures, and conservation reserve program (CRP) acres (including fence rows and non-irrigation ditch banks within these areas), rights-of-way, ornamental turf, industrial sites, non-crop areas, non-irrigation ditch banks, forests, and wildlife openings, including grazed areas on these sites.

ACTIVE INGREDIENT:

Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester 61.6%

OTHER INGREDIENTS: 38.4%

TOTAL: 100.0%

Contains petroleum distillates

Acid Equivalent: triclopyr - 44.3% - 4 lb/gal

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

Keep out of reach of children.

CAUTION!

CAUSES MODERATE EYE IRRITATION.
Avoid contact with eyes or clothing.

FIRST AID

IF IN EYES

- Hold eye open and rinse slowly and gently with water for 15-20 minutes.
- Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.
- Call a poison control center or physician for treatment advice.

- Have the product container or label with you when calling a poison control center or physician, or going for treatment.
- This product is identified as **LESCO® Prosecutor® PRO Non-Selective Herbicide, EPA Reg. No. 524-536-10404.**
- In case of an emergency involving this product, or for medical assistance, call collect, day or night, (314) 694-4000.

DOMESTIC ANIMALS: This product is considered to be relatively nontoxic to dogs and other domestic animals; however, ingestion of this product or large amounts of freshly sprayed vegetation may result in temporary gastrointestinal irritation (vomiting, diarrhea, colic, etc.). If such symptoms are observed, provide the animal with plenty of fluids to prevent dehydration. Call a veterinarian if symptoms persist for more than 24 hours.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear: long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining Personal Protective Equipment (PPE). If there are no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

When handlers use closed systems, enclosed cabs or aircraft in a manner that meets the requirements listed in Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

Physical or Chemical Hazards

Spray solutions of this product should be mixed, stored and applied using only stainless steel, fiberglass, plastic or plastic-lined steel containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulations.

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. Refer to supplemental labeling under "AGRICULTURAL USE REQUIREMENTS" in the DIRECTIONS FOR USE section for information about this standard.

LESCO®

PROSECUTOR®

Non-selective Herbicide

The complete broad-spectrum postemergence herbicide for industrial, turf and ornamental weed control.

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION IS LIKELY TO RESULT.

Keep out of reach of children.
CAUTION!

#069291

Net Contents 30 Gal.

Distributed by: **LESCO, Inc.** 1385 East 36th Street, Cleveland, OH 44114-4114 U.S.A.

LESCO and Prosecutor are registered trademarks and the sweeping design is a trademark of LESCO Technologies, LLC.

Carefully follow detailed instructions in label booklet.

Keep out of reach of children.

CAUTION!

Read precautions on side panel.

Read the entire label before using this product.

Use only according to label instructions.

Read the "CONDITION OF SALE AND LIMITATION OF WARRANTY AND LIABILITY" statement, which appears in the label booklet, before buying or using. If terms are not acceptable, return at once unopened.

ACTIVE INGREDIENT:

Glyphosate, N-(phosphonomethyl)glycine,
in the form of its isopropylamine salt 41.0%

OTHER INGREDIENTS: 59.0%

100.0%

*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

THIS IS AN END-USE PRODUCT. LESCO, INC. DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION OR REPACKAGING.

This product is protected by U.S. Patent Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No license granted under any non-U.S. patent(s).

EPA Reg. No. 524-536-10404

EPA Est. 524-LA-1 (L) or 524-IA-1 (M)
Lot number prefix L or M indicates appropriate establishment number.

©2010

2121517-4/53X2

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard (40 CFR Part 170) for agricultural pesticides. The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries or greenhouses.

Keep people and pets off treated areas until spray solution has dried to prevent transfer of this product onto desirable vegetation.

Storage and Disposal

Proper pesticide storage and disposal are essential to protect against exposure to people and the environment due to leaks and spills, excess product or waste and vandalism. Do not allow this product to contaminate water, foodstuffs, feed or seed by storage or disposal.

PESTICIDE STORAGE: Store pesticides away from food, pet food, feed, seed, fertilizers, and veterinary supplies. Keep container closed to prevent spills and contamination.

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container, including rinsate, by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program. Such programs are often run by state or local governments or by industry. All disposal must be in accordance with applicable Federal, state and local regulations and procedures.

CONTAINER HANDLING AND DISPOSAL: Nonrefillable container. Do not reuse this container to hold materials other than pesticides or dilute pesticides (rinsate). After emptying and cleaning, it may be allowable to temporarily hold rinsate or other pesticide-related materials in the container. Contact your state regulatory agency to determine allowable practices in your state.

Triple rinse or pressure rinse (or equivalent) this container promptly after emptying.

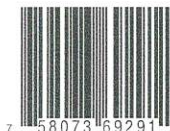
Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.

Pressure rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Once properly rinsed, some agricultural plastic pesticide containers can be taken to a container collection site or picked up for recycling. To find the nearest site, contact your chemical dealer. If recycling is not available, dispose of in accordance with Federal, state and local regulations and procedures, which may include puncturing the properly rinsed container and disposing in a sanitary landfill.

(See label booklet for Complete Directions for Use.)

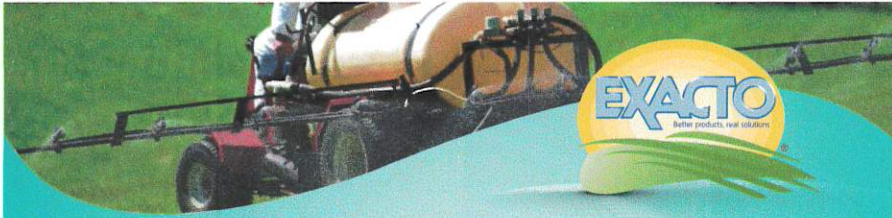
For product information or assistance in using this product, call your nearest LESCO, Inc. representative.



7 58073 69291 1



(91)02121510745312



Maximize efficacy and minimize drift of spray applications

OFFSIDE™

Drift Reduction Agent / Deposition Aid / Penetrant

PRINCIPAL FUNCTIONING AGENTS

| | |
|--|-------------|
| Modified vegetable oil, petroleum hydrocarbons, tall oil fatty acids | 99.7% |
| Constituents ineffective as spray adjuvants | 0.3% |
| TOTAL | 100% |

All ingredients are exempt from tolerance requirements under 40 CFR 180.

KEEP OUT OF REACH OF CHILDREN CAUTION

PRECAUTIONARY STATEMENTS

May be harmful if swallowed. May cause an allergic skin reaction. May be harmful if inhaled. Read label before use.

Keep container tightly closed. Keep only in original container. Avoid breathing dust, fume, gas, mist, vapors or spray. Wash hands thoroughly after handling. Do not eat, drink or smoke when using this product.

Personal Protective Equipment: Wear chemical-resistant eyewear and gloves, long-sleeve shirt and pants and shoes and socks.

FIRST AID

Have the product container with you when calling a poison control center or doctor, or going for treatment.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do then continue rinsing.

IF ON SKIN OR CLOTHING: Take off contaminated clothing and wash it before reuse. Wash with plenty of soap and water for several minutes. Call a poison center or doctor to specify the appropriate source of emergency medical advice.

IF SWALLOWED: Unless advised otherwise by a poison control center or doctor, have person rinse mouth with water, if able. Do not give anything by mouth to an unconscious person. Immediately call a poison center or doctor to specify the appropriate source of emergency medical advice. **DO NOT INDUCE VOMITING.**

IF INHALED: If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. If person is not breathing, call 911 or an ambulance, and then give artificial respiration, preferably mouth to mouth if possible.

NET CONTENTS: 1 U.S. QUART (0.95 L)

200 Old Factory Road | Sharon, WI 53585 | 1.262.456.5200 | www.exactoinc.com



GENERAL INFORMATION

OFFSIDE™ is designed to provide improved deposition of spray applications by modifying the size of individual spray droplets. In untreated spray solutions, many of the spray droplets are either too large (>500 microns) or too small (<150 microns) for most applications. Droplets that are too large fall faster and may bounce off the intended target, landing on the soil where it will not have the desired effect. Droplets that are too small will take longer to reach the intended target and are susceptible to blowing away from the desired application area before they land.

When added to tank mixes, **OFFSIDE™** maximizes the percentage of spray droplets within the ideal size range that will land on their targets for improved efficacy. By augmenting the number of droplets in this range, an applicator can be confident that more of the sprayed solution will hit the intended targets without bouncing off or drifting away.

Ideal For:

- Enhancing the deposition of spray solutions onto target pests
- Improving the efficacy of pesticides and other spray applications
- Minimizing spray fines that can be carried away by winds

DIRECTIONS FOR USE

NOT FOR AQUATIC USE IN THE STATE OF WASHINGTON

OFFSIDE™ is intended for use with a wide variety of pesticides and application equipment on highly managed turf, residential and commercial lawns, ornamentals and other vegetation. In the absence of experience using this product, the applicator should conduct a phytotoxicity and compatibility jar test to ensure desired results.

The degree of drift hazard varies with environmental factors. Certain types of pesticides, application conditions, public areas, regulations and the sensitivity of nearby vegetation all have an impact on the need for reducing drift. This product is intended as a spray management tool to be used in conjunction with appropriate application equipment, common sense judgment and sound practices when spraying pesticides.

Always follow the mixing instructions on the pesticide manufacturer's label. If no instructions for a drift control product are mentioned, **OFFSIDE™** should be the last product added prior to filling the tank with water.

USE RATES

| | Active Formulation | Suggested Use Rate |
|---|--------------------|-----------------------|
| Emulsifiable Concentrates or Aqueous Based Herbicides | | 4 - 6 Ounces per Acre |
| Dry or Liquid Flowable or Wettable Herbicides | | 4 Ounces per Acre |
| Insecticides | | 4 Ounces per Acre |

NOTE: Do not exceed 1% v/v of the overall spray solution volume.

STORAGE AND DISPOSAL

STORAGE: Store in a cool well-ventilated place. Keep in original container tightly closed. Do not reuse empty container. Do not store with food, feed, or other material to be used or consumed by humans or animals. Do not contaminate water supplies. For optimal storage, store between 40° and 90° F.

DISPOSAL: Do not contaminate water, food or feed by storage or disposal. Dispose of contents in container to an approved waste disposal facility in accordance with all federal, state and local regulations. Triple rinse (or equivalent) adding rinse water to application tank. Offer container for recycling or dispose of in a sanitary landfill or by other procedures approved by local regulations. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at www.acrcycle.org.

WARRANTY STATEMENT: EXACTO®, INC. (Exacto) represents and warrants that its products are manufactured in accordance with the product's specifications and that its products, at the time of delivery to the purchaser, shall be free from all material defects. EXACTO MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. FURTHER, IT IS UNDERSTOOD AND AGREED THAT EXACTO'S LIABILITY SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER AND UNDER NO CIRCUMSTANCES SHALL EXACTO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. Products for which a warranty claim is made are to be returned transportation prepaid to Exacto's production facility. Any use not in accordance with product directions and precautionary statements, and any modifications or additives to the products, or any adulteration, dilution or alteration by the purchaser shall void this warranty. No employee or representative of Exacto is authorized to change this warranty in any way or to grant any other warranty.

28 oz.

26 oz.

24 oz.

22 oz.

20 oz.

18 oz.

16 oz.

14 oz.

12 oz.

10 oz.

8 oz.

6 oz.

4 oz.



Spreader Sticker

Nonionic Surfactant

Excellent Wetting Ability and Increased Contact Time on the Target

- Used with Most Insecticides, Fungicides, Herbicides and Wettable Powders
- Creates a Uniform Distribution of Spray Mix
- Increases Pesticide Coverage and Penetration of Target Plants

PRINCIPAL FUNCTIONING AGENTS:

| | |
|---|-------------|
| Glycerine, Alkylaryl Ethoxylate, Diethylene Glycol..... | 80% |
| Constituents Ineffective as a Spray Adjuvant | 20% |
| TOTAL..... | 100% |

WARNING. KEEP OUT OF REACH OF CHILDREN. See additional precautionary statements and directions for use on back of container. Read the entire label carefully before using this product.

2019.1948



PRECAUTIONARY STATEMENTS

Causes skin irritation. Causes serious eye irritation. Keep out of reach of children. Read label before use. Keep container tightly closed. Keep only in original container. Avoid breathing dust, fume, gas, mist, vapors, or spray. Wash hands thoroughly after handling. Do not eat, drink or smoke when using this product.

Personal Protective Equipment: Wear protective gloves/ protective clothing/ eye protection/ face protection.

FIRST AID

Have the product container with you when calling a poison control center or doctor, or going for treatment. **IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do then continue rinsing. If eye irritation persists: Get medical advice or attention. **IF ON SKIN OR CLOTHING:** Take off contaminated clothing and wash it before reuse. Wash with plenty of soap and water for several minutes. **IF SWALLOWED:** Unless advised otherwise by a poison control center or doctor, have person rinse mouth with water, if able. Do not give anything by mouth to an unconscious person. **IF INHALED:** Remove victim to fresh air and keep at rest in a position comfortable for breathing. If person is not breathing, call 911 or an ambulance, and then give artificial respiration, preferably mouth to mouth if possible.

GENERAL INFORMATION

LESCO® Spreader Sticker is a high quality, general purpose nonionic surfactant that can be used with most insecticides, fungicides, herbicides and wettable powders. LESCO Spreader Sticker improves performance of active spray ingredients by giving them more uniform distribution and better wetting of the plant surface.

- Lower surface tension of the tank mix allows spray droplets to spread upon contact
 - Increased contact area drives pesticide actives into the plant faster
 - Allows water to penetrate hydrophobic surfaces, ensuring delivery of actives
- LESCO Spreader Sticker meets pesticide label requirements for an 80/20 surfactant

DIRECTIONS FOR USE (NOT FOR AQUATIC USE)

Follow the instructions on all pesticide labels. The user must either have previous experience with the specific tank mix being used or must conduct phytotoxicity tests and a jar test with the specific tank mix in order to determine product compatibility.

Although LESCO Spreader Sticker may usually be added almost anytime during the mixing process, it is strongly recommended that it be added after all other tank mix additives and actives are added. Certainly, any solid formulations must be added and thoroughly mixed into the tank water before adding this or any other liquid products to the tank.

Add LESCO Spreader Sticker as a surfactant last before the final addition of water in the recommended level in the chart below.

USE RATES

| Applications | LESCO Spreader Sticker per gal. of Spray Mix |
|------------------|--|
| Insecticides | ½-1 tsp. (½-1 oz. per 5 gal.) |
| Fungicides | ½ 1 tsp. (½-1 oz. per 5 gal.) |
| Herbicides | ½-1 oz. |
| Acaricides | ½-1 tsp. (½-1 oz. per 5 gal.) |
| Defoliants | ½-1 oz. |
| Desiccants | ½-1 oz. |
| Wettable powders | ½-1 oz. |

Different conditions may cause some variation in the amount of this product required. Use the least amount of LESCO Spreader Sticker needed to perform effectively.

STORAGE AND DISPOSAL

STORAGE: Store in a cool well-ventilated place. Keep in original container tightly closed. Do not reuse empty container. Do not store with food, feed, or other material to be used or consumed by humans or animals. Do not contaminate water supplies. Store between 40° and 90° F.

DISPOSAL: Do not contaminate water, food or feed by storage or disposal. Dispose of contents in container to an approved waste disposal facility in accordance with all federal, state and local regulations. Triple rinse (or equivalent) adding rinse water to application tank. Offer container for recycling or dispose of in a sanitary landfill or by other procedures approved by local regulations. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at www.acrcycle.org.

CONDITION OF SALE AND LIMITATION OF WARRANTY AND LIABILITY NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully and completely. It is impossible to eliminate all risks inherently associated with the use of this product. To the extent consistent with applicable law, Buyer and/or User assume all risks of ineffectiveness or other unintended consequences or damages that may result from conditions outside or beyond the control of LESCO, Inc. including but not limited to, such factors as manner of use or application, weather or weather conditions outside the range considered normal at the application site or for the time period in which the product is applied, the presence of other materials, incompatible products, or other influencing factors which are beyond the control of LESCO, Inc. To the extent consistent with applicable law, all such risks shall be assumed by Buyer and/or User, and Buyer and/or User agrees to hold LESCO, Inc. harmless for any claims relating to such factors.

LESCO, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with the Directions for Use under normal use conditions. To the extent consistent with applicable law, this warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of LESCO, Inc. and Buyer and/or User assume the risk of any such use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, LESCO, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE BUYER AND/OR USER AND THE EXCLUSIVE LIABILITY OF LESCO, INC. FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF LESCO, INC. REPLACEMENT OF THE PRODUCT, OR IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IN NO EVENT SHALL LESCO, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

LESCO, Inc. offers this product, and Buyer and/or User accepts it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of LESCO, Inc.

Information concerning the raw materials composing this product can be obtained by writing to: LESCO, Inc. Attn: RA Dept., 1385 East 36th St., Cleveland, OH 44114, referring to the item number found on this bag. Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.aapfco.org/metals.htm>.

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LESCO.com
1.800.347.4272

Manufactured for: LESCO, Inc.
1385 East 36th St.
Cleveland, OH 44114



Net Contents: 55 gal. (206 L)

#400509



CONTAINS NON-PLANT FOOD INGREDIENTS:

Guaranteed Analysis:

Active Ingredient 99.5%.....Propoxylated Polyethylene Glycols
Inert Ingredient 0.5%..... Water

NOT RECOMMENDED FOR USE AS A FERTILIZER SUBSTITUTE

All ingredients are exempt from the requirements of a tolerance as specified in 40 CFR 180.1001(c)
NOT A PLANT FOOD INGREDIENT.

For chemical emergency spill, leak, fire, exposure or accident,
call CHEMTREC day or night. Domestic North America 800-424-9300.
International call 703-527-3887 (collect calls accepted).

55 Gallons / 208 Liters

LOT NO:



1273 Imperial Way • Paulsboro, NJ 08066 USA
1-800-257-7797 • www.aquatrols.com

06/16

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

Read entire label for additional precautionary statements
FOR PROFESSIONAL OR INDUSTRIAL USE ONLY

GENERAL INFORMATION

Aquatrols Sixteen90 is an economical surfactant and a proven alternative for those interested in a longer-lasting surfactant. Aquatrols Sixteen90 is proven to remain effective in the soil for up to three months reducing water repellency (the cause of localized dry spots). Unlike some "longer term" surfactants, Aquatrols Sixteen90 is effective regardless of turf type, environmental or climatic stress conditions.

Aquatrols Sixteen90 is easily applied with conventional spray equipment. It is best to make initial application early in the season before stress begins.

DIRECTIONS FOR USE

GENERAL TURF

Full Rate Application: Apply Aquatrols Sixteen90 at 16 fl oz/1000 sq ft (480 ml/100 m²) in 5 gallons (20 L) of water. For best results, apply at least 1/3 inch (7.5 mm) of irrigation after application. If runoff or puddling occur, water in using cycle/soak runs until 1/3 inch (7.5 mm) is achieved. Irrigate before next mowing.

For control beyond 3 months, a subsequent application of 8 fl oz/1000 sq ft (240 ml/100 m²) in 2 gallons (8 L) of water may be required for extended performance through the fall period.

Split Application: Apply Aquatrols Sixteen90 at 8 fl oz/1000 sq ft (240 ml/100 m²) in 2.5 gallons (10 L) of water. Repeat application in two weeks. For best results, apply at least 1/3 inch (7.5 mm) of irrigation after application. If runoff or puddling occur, water in using cycle/soak runs until 1/3 inch (7.5 mm) is achieved. Irrigate before next mowing.

For control beyond 3 months, a subsequent application of 8 fl oz/1000 sq ft (240 ml/100 m²) in 2 gallons (8 L) of water may be required for extended performance throughout the fall period.

DO NOT combine Aquatrols Sixteen90 in the spray tank with pesticides or fertilizers unless prior use has shown the combination physically compatible, effective, and non-injurious under local conditions.

For more detailed information call 1-800-257-7797.

STORAGE AND DISPOSAL

- Keep container tightly closed. Store in original container only. Keep in a secure and locked storage area. Do not add water to the contents of this container.
- Triple rinse container, empty rinse water into spray or stock tank. Dispose of empty containers in accordance with federal, state and local law.

PRECAUTIONARY STATEMENTS

- CAUTION: MAY CAUSE IRRITATION. DO NOT GET IN EYES.
- AVOID BREATHING VAPORS OR MISTS.
- AVOID USING PRODUCT IN A MANNER AS TO DIRECTLY, OR THROUGH DRIFT, EXPOSE WORKERS OR OTHER PERSONS.
- ALWAYS CONSULT THE MATERIAL SAFETY DATA SHEET FOR SPECIFIC INSTRUCTIONS.
- APPLICATORS AND OTHER HANDLERS MUST WEAR GOGGLES OR A FACIAL SPLASH SHIELD; CHEMICAL RESISTANT GLOVES, SUCH AS NITRILE RUBBER ≥ 14 MILS OR NEOPRENE RUBBER ≥ 14 MILS; COVERALLS OR LONG SLEEVED SHIRT AND LONG PANTS; SHOES PLUS SOCKS.
- KEEP OUT OF REACH OF CHILDREN.

FIRST AID MEASURES IN CASE OF CONTACT

- **EYE:** DO NOT RUB EYES. Immediately flush eyes with large amounts of water for 15 minutes lifting the lower and upper lids. Seek medical attention if necessary.
- **SKIN:** Remove contaminated clothing and immediately wash affected area with large amounts of water for at least 5 minutes. If irritation or redness persists, seek medical attention as needed.
- **INGESTION:** Give large amounts of water to drink. Seek medical attention if necessary. Induce vomiting only upon advice from a physician.
- **INHALATION:** Move individual to fresh air and check to assure adequate respiration. Seek medical attention if necessary.

Applicators and other handlers should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Remove protective clothing and equipment after handling. Wash the outside of gloves before removing. Wash thoroughly and change into clean clothing.

For technical information and Material Safety Data Sheet (MSDS), contact Aquatrols at 1-800-257-7797 or visit our website at www.aquatrols.com.

CONDITIONS OF SALE

**LIMITATION OF LIABILITY AND REMEDIES
AQUATROLS CORPORATION OF AMERICA**

Injury to the crop on which the product is applied may result from the occurrence of extraordinary or unusual weather conditions, the failure to follow the label directions or good application practices, all of which are beyond the control of the seller. In addition, failure to follow label directions may cause injury to other crops, animals, man, or the environment.

This product is to be used and applied according to the label directions by professionals trained in the use of agricultural chemicals.

This material is not intended for use by, nor should be used by, consumers. The seller warrants that this product conforms to the chemical description on the label.

The seller makes no other warranties or representations of any kind, expressed or implied, concerning the product, including no implied warranty of merchantability or fitness for any particular purpose, and no such warranty shall be implied by law.

The exclusive remedy against the seller for any cause of action relating to the handling or use of this product is claim for damage, and in no event shall damages or any other recovery of any kind against the seller exceed the price of the product which causes the alleged loss, damage, injury or other claim. The seller shall not be liable and any and all claims against the seller are waived, for special, indirect, incidental or consequential damages or expenses, of any nature including but not limited to, loss of profits or income, or any liability incurred by the buyer to any third party in any way arising out of or relating to the handling, repackaging from original container or the relabeling by the buyer or user, or use of this product, whether or not based on the seller's negligence, breach of warranty, strict liability in tort or any other cause of action.

The seller offers this product and the buyer and user accept it, subject to the foregoing conditions of sale and limitation of warranty, liability and remedies.

Information regarding the contents and levels of metals in this product is available on the internet at <http://www.aapfco.org/metals.htm>

AQUATROLS PERFORMANCE GUARANTEE

Aquatrols guarantees you will be satisfied with the performance of this product when used as directed, or your money back. Simply send proof of purchase and a brief reason for dissatisfaction to: Aquatrols, 1273 Imperial Way, Paulsboro, NJ 08066, USA.

LESCO®

Triclopyr 4 Ester

Herbicide

For the control of woody plants and broad leaf weeds on rangeland and permanent grass pastures, and conservation reserve program (CRP) acres (including fence rows and non-irrigation ditch banks within these areas), rights-of-way, ornamental turf, industrial sites, non-crop areas, non-irrigation ditch banks, forests, and wildlife openings, including grazed areas on these sites.

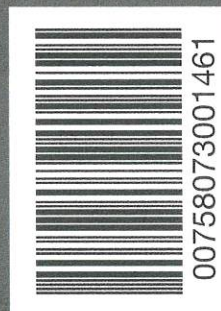
ACTIVE INGREDIENT:

Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester 61.6%

OTHER INGREDIENTS:..... 38.4%

TOTAL: 100.0%

Contains petroleum distillates.
Acid Equivalent: triclopyr - 44.3% - 4 lb./gal.



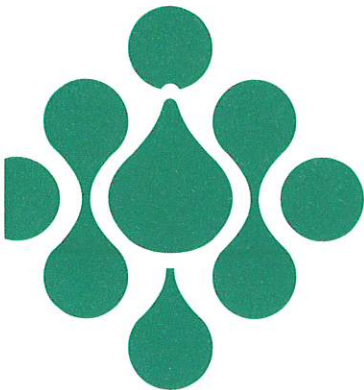
EPA Reg. No. 10404-119
EPA Est. No. 82757-OH-001 (M),
82757-FL-001 (S), 82757-MA-002 (H)
First letter in lot code indicates manufacturing site.

LESCO, Inc. • 1385 East 36th Street • Cleveland, OH 44114-4114

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

Net Contents: 2.5 gal. (9.46 L)

#702305



This information is for promotional purposes only. Space considerations may require information to be omitted. Always refer to the actual package for complete label verbiage. This product may not yet be available or approved for sale or use in your area.

CROSSCUT SELECT™

WEED AND BRUSH HERBICIDE

For the control of most kinds of unwanted trees and brush, as well as annual and perennial broadleaf weeds on rangeland, permanent grass pastures, conservation reserve program (CRP) acres, commercial turf and sod farms, fence rows, non-irrigation ditch banks, roadsides, specified non-crop areas, and industrial sites

GROUP 4 HERBICIDE

ACTIVE INGREDIENTS:

| | |
|---|-------|
| 2,4-dichlorophenoxyacetic acid, butoxyethyl ester | 34.4% |
| Triclopyr BEE: 3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester | 16.5% |

| | |
|---------------------------------|--------|
| OTHER INGREDIENTS: | 49.1% |
| Total | 100.0% |

Contains Petroleum Distillates.

Acid Equivalents:

2,4-dichlorophenoxyacetic acid - 23.7% - 2 lbs./gal.

triclopyr-11.9%- 1 lb./gal. isomer

Specific by AOAC Method No. 978.05 (15th Ed.)

EPA Reg. No.: 89442-31

KEEP OUT OF REACH OF CHILDREN CAUTION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand this label, find someone to explain it to you in detail.)

SEE INSIDE BOOKLET FOR FIRST AID, PRECAUTIONARY STATEMENTS,
AND COMPLETE DIRECTIONS FOR USE.

MANUFACTURED FOR:

Prime Source, LLC
10025 Hwy 264 Alternate
Middlesex, NC 27557



This product is manufactured by:
Prime Source, LLC
10025 Hwy 264 Alternate
Middlesex, NC 27557

Aquatrols
AQUEDUCT
SOIL SURFACTANT

CONTAINS NON-PLANT FOOD INGREDIENTS:

Guaranteed Analysis:

| | | |
|-------------------|------------|------------------|
| Active Ingredient | 50.0%..... | Nonionic polyols |
| | 5.0%..... | 1,2-Propanediol |
| Inert Ingredient | 45.0%..... | Water |

NOT RECOMMENDED FOR USE AS A FERTILIZER SUBSTITUTE

All ingredients are exempt from the requirements of a tolerance as specified in 40 CFR 180.1001(c)
 NOT A PLANT FOOD INGREDIENT.

For chemical emergency spill, leak, fire, exposure or accident,
 call CHEMTREC day or night. Domestic North America 800-424-9300.
 International call 703-527-3887 (collect calls accepted).

55 Gallons / 208 Liters
 Density = 8.6 lb/gal at 68°F



LOT NO:



1273 Imperial Way • Paulsboro, NJ 08066 USA
 1-800-257-7797 • www.aquatrols.com

05/16

**KEEP OUT OF REACH OF CHILDREN
 CAUTION**

Read entire label for additional precautionary statements
 FOR PROFESSIONAL OR INDUSTRIAL USE ONLY

GENERAL INFORMATION

AQUEDUCT is a new soil surfactant chemistry developed to provide turf managers with an effective tool to treat existing localized dry spots, wet spots, and other water related problems without concern of burning turf. Used as directed, AQUEDUCT is biodegradable and non-toxic to plants and animals. AQUEDUCT can be safely applied in the spring, before the irrigation system is activated, as well as during the summer when environmental stress conditions may impact turf performance.

DIRECTIONS FOR USE

**GOLF COURSES – Greens, Tees & Fairways
 ATHLETIC FIELDS**

Treating Existing Problems: Apply 8 oz of AQUEDUCT/1000 sq ft (250 ml/100 m²) in 1 gallon (3.8 L) of water. Reapply at 4-8 oz/1000 sq ft (125-250 ml/100 m²) in 1 gallon (3.8 L) of water on a weekly basis until problem is alleviated. Continue to use on a weekly basis as needed at 4-8 oz/1000 sq ft (125-250 ml/100 m²). AQUEDUCT DOES NOT NEED TO BE WATERED IN FOLLOWING APPLICATION. Irrigate before next mowing or leave baskets off.

Aquatrols highly recommends the use of Primer® Select if a preventative program is desired.

Following Topdress Applications: To treat areas following topdress applications, apply 4-8 oz of AQUEDUCT/1000 sq ft (125-250 ml/100 m²) in 1 gallon (3.8 L) of water on a weekly basis as needed. AQUEDUCT DOES NOT NEED TO BE WATERED IN FOLLOWING APPLICATION. Irrigate before next mowing or leave baskets off.

LAWNS - GENERAL TURF

Treating Existing Problems: Apply 8 oz of AQUEDUCT/1000 sq ft (250 ml/100 m²) in 1 gallon (3.8 L) of water. Reapply at 4-8 oz/1000 sq ft (125-250 ml/100 m²) in 1 gallon (3.8 L) of water on a weekly basis until problem is alleviated. Continue to use on a monthly basis as needed at 4-8 oz/1000 sq ft (125-250 ml/100 m²). AQUEDUCT DOES NOT NEED TO BE WATERED IN FOLLOWING APPLICATION. Irrigate before next mowing or leave baskets off.

SODDING

After laying sod, apply 8 oz of AQUEDUCT/1000 sq ft (250 ml/100 m²) in 2 gallons (7.6 L) of water.

DO NOT combine AQUEDUCT in the spray tank with pesticides or fertilizers unless prior use has shown the combination physically compatible, effective, and non-injurious under your conditions.

For more detailed use information call 1-800-257-7797.

STORAGE AND DISPOSAL

- Keep container tightly closed. Store in original container only. Keep in a secure and locked storage area. Do not add water to the contents of this container.
- Triple rinse container, empty rinse water into spray or stock tank. Dispose of empty containers in accordance with federal, state and local law.

PRECAUTIONARY STATEMENTS

- CAUTION: MAY CAUSE IRRITATION. DO NOT GET IN EYES.
- AVOID BREATHING VAPORS OR MISTS.
- AVOID USING PRODUCT IN A MANNER AS TO DIRECTLY, OR THROUGH DRIFT, EXPOSE WORKERS OR OTHER PERSONS.
- ALWAYS CONSULT THE MATERIAL SAFETY DATA SHEET FOR SPECIFIC INSTRUCTIONS.
- APPLICATORS AND OTHER HANDLERS MUST WEAR GOGGLES OR A FACIAL SPLASH SHIELD; CHEMICAL RESISTANT GLOVES, SUCH AS NITRILE RUBBER ≥ 14 MILS OR NEOPRENE RUBBER ≥ 14 MILS; COVERALLS OR LONG SLEEVED SHIRT AND LONG PANTS; SHOES PLUS SOCKS.
- KEEP OUT OF REACH OF CHILDREN.

FIRST AID MEASURES IN CASE OF CONTACT

- **EYE:** DO NOT RUB EYES. Immediately flush eyes with large amounts of water for 15 minutes lifting the lower and upper lids. Seek medical attention if necessary.
- **SKIN:** Remove contaminated clothing and immediately wash affected area with large amounts of water for at least 5 minutes. If irritation or redness persists, seek medical attention as needed.
- **INGESTION:** Give large amounts of water to drink. Seek medical attention if necessary. Induce vomiting only upon advice from a physician.
- **INHALATION:** Move individual to fresh air and check to assure adequate respiration. Seek medical attention if necessary.

Applicators and other handlers should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Remove protective clothing and equipment after handling. Wash the outside of gloves before removing. Wash thoroughly and change into clean clothing.

For technical information and Material Safety Data Sheet (MSDS), contact Aquatrols at 1-800-257-7797 or visit our website at www.aquatrols.com.

**CONDITIONS OF SALE
 LIMITATION OF LIABILITY AND REMEDIES
 AQUATROLS CORPORATION OF AMERICA**

Injury to the crop on which the product is applied may result from the occurrence of extraordinary or unusual weather conditions, the failure to follow the label directions or good application practices, all of which are beyond the control of the seller. In addition, failure to follow label directions may cause injury to other crops, animals, man, or the environment.

This product is to be used and applied according to the label directions by professionals trained in the use of agricultural chemicals.

This material is not intended for use by, nor should be used by, consumers. The seller warrants that this product conforms to the chemical description on the label.

The seller makes no other warranties or representations of any kind, expressed or implied, concerning the product, including no implied warranty of merchantability or fitness for any particular purpose, and no such warranty shall be implied by law.

The exclusive remedy against the seller for any cause of action relating to the handling or use of this product is claim for damage, and in no event shall damages or any other recovery of any kind against the seller exceed the price of the product which causes the alleged loss, damage, injury or other claim. The seller shall not be liable and any and all claims against the seller are waived, for special, indirect, incidental or consequential damages or expenses, of any nature including but not limited to, loss of profits or income, or any liability incurred by the buyer to any third party in any way arising out of or relating to the handling, repackaging from original container or the relabeling by the buyer or user, or use of this product, whether or not based on the seller's negligence, breach of warranty, strict liability in tort or any other cause of action.

The seller offers this product and the buyer and user accept it, subject to the foregoing conditions of sale and limitation of warranty, liability and remedies.

Information regarding the contents and levels of metals in this product is available on the internet at <http://www.aapfco.org/metals.htm>

AQUATROLS PERFORMANCE GUARANTEE

Aquatrols guarantees you will be satisfied with the performance of this product when used as directed, or your money back. Simply send proof of purchase and a brief reason for dissatisfaction to: Aquatrols, 1273 Imperial Way, Paulsboro, NJ 08066, USA.

LESCO®



Hawkeye™

— Nonionic Organosilicone Surfactant

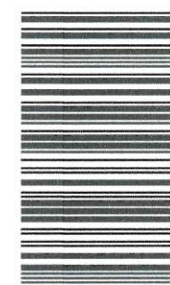
- Super Wetter for Rapid Penetration Through Hard-To-Wet Surfaces
- Effective at Very Low Use Rates
- With Masking Fragrance

2019.1885

PRINCIPAL FUNCTIONING AGENTS:

A Proprietary Blend of Polyalkyleneoxide Modified Polydimethylsiloxane and Nonionic Surfactants 100%
All ingredients are exempt from tolerance under 40 CFR 180.

WARNING. KEEP OUT OF REACH OF CHILDREN. See additional precautionary statements and directions for use on back of container. Read the entire label carefully before using this product.



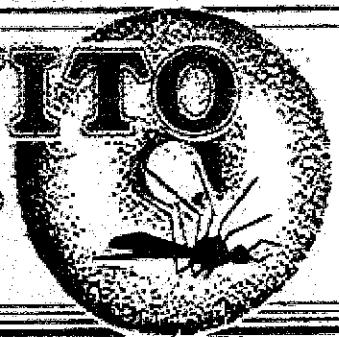
00758073013594

NET CONTENTS: 2 qt. (64 oz.)

#400501

P. 1
 FAX NO. 410 282 7963
 SUMMIT CHEMICAL CO.
 2:32 PM
 MAR-21-03 FRI

MOSQUITO DUNKS®



(BRAND OF SUMMIT B.I.I. BRIQUETS)

FLOATING SUSTAINED-RELEASE LARVICIDE FOR LONG-TERM CONTROL OF MOSQUITO LARVAE BIOLOGICAL MOSQUITO CONTROL



EPA Registration No.
6218-47

EPA Est. No.
6218-MD-2

Net weight:
9.15 oz.
260 g.

Contains 20 Dunks
Lot No:

MOSQUITO DUNKS®
is a registered trademark
of Summit Chemical Co.

Manufactured by
Summit Chemical Co.
Baltimore, Maryland 21224

ACTIVE INGREDIENT: *Saccharia durangiensis* Berliner var. *israelensis*, Serotype 15-14, primary powder, 7000 *Aedes aegypti* (AA) International Toxic Units (ITU) per milligram (Dry weight basis) 10%
 INERT INGREDIENTS: 90%

PRECAUTIONARY STATEMENTS Keep Out Of Reach Of Children

CAUTION

Hazards to Humans: Avoid contact with eyes or open wounds.

STORAGE AND DISPOSAL

Storage: Tightly close containers of unused dunks. Store in cool dry, well-ventilated place.

Disposal: Do not reuse empty carton or packaging material. Perforate or crush and discard carton according to local trash disposal regulations.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

MOSQUITO DUNKS® are formulated to release effective levels of Bti for a period of 30 days or more under typical environmental conditions. The floating action of the dunks will ensure that the active material is released at the surface as well as gradually settle to the bottom.

These dunks may be used in all types of containerized mosquito breeding sites near the household. To prevent dunks from being flushed out of certain treatment sites, they can be anchored using a string tied through the hole in the center or staked in place.

MOSQUITO DUNKS® can also be used for pre-flood treatment. If the dunks are applied to dry areas which are known or suspected to become breeding sites when flooded, such as abandoned swimming pools, the dunks will float to the surface when flooding occurs and start releasing the active Bti material. Alternate wetting and drying will not reduce their effectiveness.

APPLICATION RATES

Mosquito Larvae:
Flooded larvae breeding sites: Use one (1) MOSQUITO DUNKS® for up to 100 sq. ft. of surface area of containerized standing water, regardless of depth. In highly polluted water with a high organic content the application rate may have to be increased to as much as four (4) times the normal dosage based upon evaluation by the user.

When larval populations are high, aquatic vegetation dense, or the water highly polluted at the time of dunk use, pre-treatment with SUMMIT MOSQUITO BITS is recommended. Dunks will then suppress larval development for up to 30 days or more. Some larvae which hatch after dunk application may partially develop before dying. Allow a minimum of 48 hours for their control.

Pre-Flood treatment: Apply one (1) MOSQUITO DUNK® to each 100 sq. ft. of containerized surface which is known or suspected breeding site when flooded.

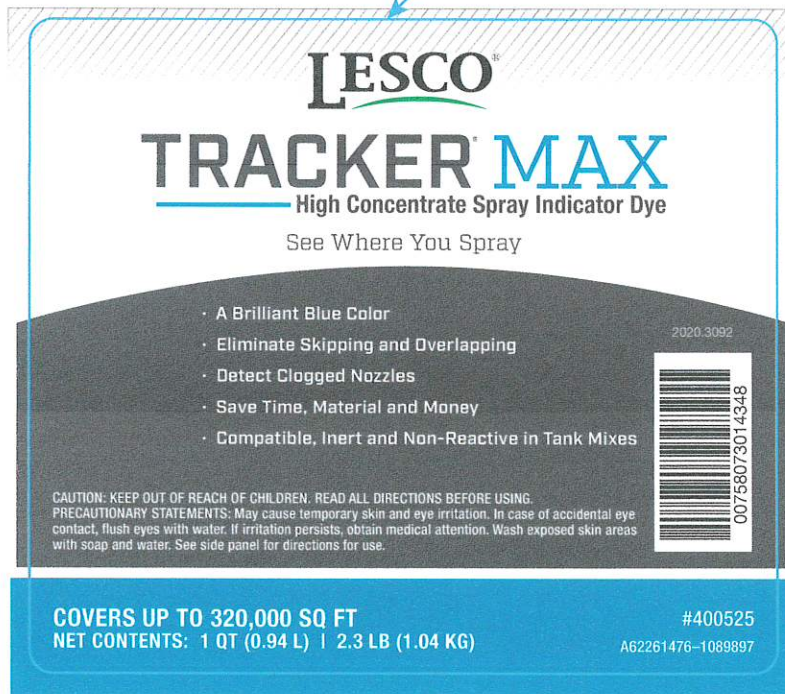
Outdoor Use around the Household to Kill Mosquito Larvae:
MOSQUITO DUNKS® can be broken into portions for use in many outdoor applications near the household, such as containerized standing water in bird baths, old automobile tires, rain barrels, abandoned or unused swimming pools (particularly above ground types), tree holes, roof gutters for collecting rainwater, flower pots or water gardens. MOSQUITO DUNKS® can be broken and used as shown in the following table, the amount dependent upon the surface area of water in the treatment site.

| Surface area of standing water | 1 to 5 square ft. | 5 to 25 square ft. | 25 to 100 square ft. | Above 100 square ft. |
|--------------------------------|-------------------|--------------------|----------------------|------------------------|
| Use Quantity | 1/4 Dunk | 1/2 Dunk | 1 Dunk | 1 Dunk per 100 sq. ft. |

Pre-flood Treatment Around The Household: Apply MOSQUITO DUNKS® to any containerized target site listed above which is known to become flooded after a rain. Use the correct amount in accordance with the above dosage table.

U.S. Pat. No. 4,631,857
Patented in Canada, 1987

DIE LINE: DOES NOT PRINT



ARCH GRAPHICS

1232 Leighton Estates Court
 O'Fallon, MO 63368
 636-329-0999
 636-329-1999 - Fax

JOB NUMBER: AG0999432

START DATE: 06/17/2020

REV. DATE: 07/15/2020

REV. ROUND: R-1

SIZE: 3.5" X 4"

COATING: UV COATING

SIGNED APPROVAL

Name _____

Date _____

Approved to Print

New Proof Required

We must have signed proof before we can begin production.

Please check and verify all aspects of this proof and technical specifications. With your approval, you are assuming responsibility for the content, size, shape, and rewind direction of this label. If you cannot adequately proofread or verify any aspects of this digital proof, a hard copy can be sent to you. Please examine all materials upon delivery and notify us of any problems with your product. Our company will be held responsible only for the replacement of any label materials found to be deficient.

SPECIFIED COLORS



BLACK



CYAN



MAGENTA



YELLOW

REWIND DIRECTION



RIPTIDE[®]

Waterbased Pyrethrin ULV

- **Kills Mosquitoes**
- **Kills Flying Insects**
- **Kills Crawling Insects**
- **Kills Stored Product Pests**
- **Kills Cockroaches**

ACTIVE INGREDIENTS:

| | |
|-------------------------------------|---------|
| Pyrethrins..... | 5.00% |
| Piperonyl butoxide, Technical*..... | 25.00% |
| OTHER INGREDIENTS..... | 70.00% |
| | 100.00% |

*Equivalent to 20.00% (butylcarbityl) (6-propylpiperonyl) ether and 5.00% related compounds.

KEEP OUT OF REACH OF CHILDREN

CAUTION

See reverse for first aid and precautionary statements.

INDOOR AREAS for use in and around:

| | | | | |
|---------------------------|---|------------------------------|---------------------------|--|
| Animal Areas and Quarters | Condominiums | Grain Mills | Morgues | Storage Bins (areas) |
| Animal Control Centers | Court Houses | Granaries | Mortuaries | Storage Areas for food in multi-walled paper or cloth bags |
| Animal Shelters | Crawl Spaces | Grocery Stores | Motels | Stores |
| Apartments | Crematoriums | Homes | Movie Theaters | Supermarkets |
| Arcades | Dairy and Livestock Barns | Horse Stables and Barns | Museums | Swine Houses |
| Attics | Day Care Centers | Horse Trailers | Mushroom Processing Areas | Taverns |
| Auditoriums | Delicatessens | Hospices | Nursing Homes | Textile Mills and Warehouses |
| Bakeries | Department Stores | Hospitals | Office Buildings | Theaters |
| Bars | Diners | Hotels | Other Public Buildings | Tobacco Factories |
| Basements | Dog Houses | Indoor Eating Establishments | Parking Garages | Tobacco Warehouses |
| Bathrooms | Storage or Processing Areas that contain Dried Fruit Products | Industrial Installations | Passenger Railroad Cars | Tool Sheds |
| Beverage Plants | Drug Stores | Institution Dining Areas | Peanut Warehouses | Trains |
| Boats | Dumpsters | Institutions | Pool Halls | Transportation Equipment |
| Bottling Plants | Dwellings | Jails | Poultry Houses | Trucks |
| Breweries | Egg Processing Plants | Kennels | Poultry Plants | Truck Trailers |
| Brewery Warehouses | Factories | Laboratories | Pounds | Tunnels |
| Buildings | False Ceilings | Laundromats | Prisons | Utilities |
| Buses | Freight Containers | Lavatories | Public Storage | Utility Rooms |
| Cabinets | Fruit Packing Sheds | Libraries | Rabbit Processing Plants | Vending Machines |
| Cabins | Funeral Parlors | Liquor Stores | Railroad Cars | Veterinary Hospitals |
| Cafeterias | Garbage Bins | Livestock Barns | Recreational Vehicles | Wall and Equipment Voids |
| Campers | Garbage Cans | Livestock Hauling Equipment | Research Animal Quarters | Warehouses |
| Canneries | Garbage Compactors | Loafing Sheds | Restaurants | Washrooms |
| Cattle Barns | Garbage Trucks | Locker Rooms | Retail Stores | Wholesale Stores |
| Churches | Gas Stations | Mausoleums | Rice Mills | Wine Cellars |
| City Missions | Grain Elevators | Meat Packaging Plants | Schools | Wineries |
| Circus Tents | Grain Harvesting and Handling Equipment | Mess Halls | Ships | Zoos |
| Closets | Garages | Milk Rooms | Ship Holds | |
| Club Houses | | Mills | Shops | |
| Commercial Buildings | | Mini-Storage | Sports Stadiums | |
| Communication Centers | | Mobile Canteens | Stables | |
| Concession Stands | | Mobile Homes | | |

OUTDOOR AREAS for use in and around:

| | | |
|--|-------------------------------|----------------------------|
| Alleys | Drive-In Theaters | Ranges |
| Amphitheaters | Dumpsters | Recreational Areas |
| Amusement Parks | Fair Grounds | Rest Areas |
| Athletic Fields (baseball, football, soccer) | Feedlots | Roadsides |
| Back Yards | Front Yards | Rooftops |
| Balconies | Game Fields | Sanitary Sewers (manholes) |
| Baseball Fields | Garbage Dumps | Side Walks |
| Bleachers | Gazebos | Side Yards |
| Bridges | Golf Courses | Stadiums |
| Carwashes | Grandstands | Tennis Courts |
| Campgrounds | Junk Yards | Truck Stops |
| Circuses | Game Fields | Underpasses |
| Construction Sites | Kennels | Utility Rooms Outdoor |
| Corrals | Levees | Weigh Stations |
| Courtyards | Manure Piles | Wild Animal Parks |
| Curbs | Outdoor Eating Establishments | Wood Piles |
| Drive-In Restaurants | Parking Lots | Zoos |
| | Parks | |
| | Patios | |
| | Playgrounds | |

FOR USE ON:

| | | |
|----------------------|-----------------------------------|----------|
| Beefalo | Exotics such as European Red Deer | Pigs |
| Birds | Geese | Ponies |
| Buffalo | Horses | Pullets |
| Calves | Lambs | Quail |
| Cattle—beef, milking | Llamas | Ratites |
| Chickens | Mules | Roosters |
| Donkeys | Ostrich | Sheep |
| Ducks | Oxen | Swine |
| Emus | Pheasants | Turkeys |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-720905

Date Filed:
02/26/2021

Date Acknowledged:
03/23/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SiteOne Landscape Supply
Cleveland, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B21-049
Weed, Brush & Insect Supplies

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



COUNTY PURCHASING AGENT
Fort Bend County, Texas
Vendor Information

Jaime Kovar
 County Purchasing Agent

Office (281) 341-8640

| | | | |
|--|---|--|--|
| Legal Company Name (top line of W9) | Rentokil North America, Inc DBA Target Specialty Products | | |
| Business Name (if different from legal name) | Target Specialty Products | | |
| Federal ID # or S.S. # | 23-1568350 | DUNS # | 01449514 |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | Age in Business? 58 Years |
| Publicly Traded Business | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Ticker Symbol <u>RTOKY</u> (London) | | |
| Remittance Address | PO Box 14084 | | |
| City/State/Zip | Reading, PA 19612-4084 | | |
| Physical Address | 1225 N. Post Oak Road | | |
| City/State/Zip | Houston, TX 77055 | | |
| Phone/Fax Number | Phone: 225-241-5670 (Crystal) Fax: 225-351-8862 and 318-254-3330(Patrick) | | |
| Contact Person | 318-254-3330 Patrick Or 225-241-5670 Crystal | | |
| E-mail | Crystal.Salter@target-specialty.com & Patrick.Sutton@target-specialty.com | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ SBE-Small Business Enterprise _____ HUB -Texas Historically Underutilized Business _____ WBE-Women's Business Enterprise _____ | N/A | Certification # _____ Certification # _____ Certification # _____ Certification # _____ |
| Company's gross annual receipts | <\$500,000 _____ | \$500,000-\$4,999,999 _____ | |
| | \$5,000,000-\$16,999,999 _____ | \$17,000,000-\$22,399,999 _____ | |
| | >\$22,400,000 <input checked="" type="checkbox"/> | | |
| NAICs codes (Please enter all that apply) | 424690, 424910 | | |
| Signature of Authorized Representative | | | |
| Printed Name | Crystal Salter | | |
| Title | Vector Customer Service Representative | | |
| Date | 1/15/2021 | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
BID 21-049**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, January 19, 2021
2:00 PM (Central)

LABEL ENVELOPE:

BID 21-049
WEED, BRUSH, INSECT CHEMICALS

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 12/18/20
Issued: 01/03/21

DO NOT USE PLANT MATERIAL TREATED WITH
METHOD® 240SL HERBICIDE FOR MULCH OR COMPOST



Method®

240SL

HERBICIDE

Soluble Liquid
For Non-Crop Use

| ACTIVE INGREDIENT: | By Weight |
|---|-----------|
| Potassium salt of aminocyclopyrachlor | |
| Potassium salt of 6-amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid* | 25% |
| OTHER INGREDIENTS: | 75% |
| TOTAL: | 100% |

*Acid Equivalent: 6-Amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid
- 2 pounds acid per gallon or 21.2%

EPA Reg. No. 432-1565

KEEP OUT OF REACH OF CHILDREN CAUTION

Not for sale, sale into, distribution, and/or use in Nassau and Suffolk counties of New York State. Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail.)

See Back Panel for First Aid Instructions and Booklet for Complete Precautionary Statements and Directions for Use.

Nonrefillable Container
Net Contents
2.5 Gallons
84099295
84942561C 170612AV2

FIRST AID

| | |
|--------------------|---|
| If in eyes: | <ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.• Call a poison control center or doctor for treatment advice. |
|--------------------|---|

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-800-334-7577 for emergency medical treatment information.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Causes moderate eye irritation. Avoid contact with eyes or clothing. Mixers, loaders, and applicators must wear long-sleeved shirt and long pants, shoes plus socks. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters or rinsate.

Surface Water Advisory

This product may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soils and soils with shallow ground water. This product is classified as having high potential for reaching surface water via runoff for several months after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water features such as ponds, streams, and springs will reduce the potential loading of aminocyclopyrachlor from runoff water and sediment. Runoff of this product will be reduced by avoiding applications when rainfall is forecasted to occur within 48 hours.

Ground Water Advisory

Aminocyclopyrachlor has properties and characteristics associated with chemicals detected in ground water. This chemical may leach into ground water if used in areas where soils are permeable, particularly where the water table is shallow.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

METHOD® 240SL HERBICIDE must be used only in accordance with directions on this label or in separately published BAYER CROPS SCIENCE LP directions.

BAYER CROPS SCIENCE LP will not be responsible for losses or damages resulting from the use of this product in any manner not specifically directed by BAYER CROPS SCIENCE LP. User assumes all risks associated with such non-directed use.

METHOD 240SL HERBICIDE contains aminocyclopyrachlor. When applied alone or in combination with other products containing aminocyclopyrachlor, do not apply more than a total of 0.28 lb ae of active ingredient per acre per year.

PRODUCT INFORMATION

METHOD 240SL HERBICIDE is a soluble liquid that is mixed in water and applied as a spray. METHOD 240SL HERBICIDE may be applied by aerial or ground equipment for control of broadleaf weeds and woody species, including many terrestrial and riparian invasive and noxious weeds. METHOD 240SL HERBICIDE is registered for weed and brush control on private, public, and military lands as follows: non-crop areas such as airports, highways/roadsides, railroad, pipeline and utility rights-of-way, sewage disposal areas, industrial areas, such as electrical substations, rail yards or other industrial rock areas, farmyards, fuel storage areas, fence rows, non-irrigation ditch banks, barrier strips, lumberyards, pumping stations and tank farms, restoration areas, natural areas, wildlife management areas, wildlife openings, and wildlife habitats. METHOD 240SL HERBICIDE may be used for the release or restoration of native perennial grasses and in established industrial turf grasses.

This product may be applied to terrestrial non-crop sites and unimproved turf sites that contain areas of temporary surface water, caused by collection of water in equipment ruts or in other depressions created by management activities. It is permissible to treat intermittently flooded low lying sites, seasonally dry flood plains, and transitional areas between upland and lowland sites when no water is present. It is also permissible to treat marshes, swamps, and bogs after water has receded, as well as seasonally dry flood deltas. METHOD 240SL HERBICIDE may be applied up to the water's edge. Do not apply directly to water and take precautions to minimize overspray to open water when treating vegetation near the water's edge.

METHOD 240SL HERBICIDE provides preemergence and/or postemergence control of the broadleaf weeds, vines, and brush species listed in the WEEDS CONTROLLED section of the label. For perennial species on the label, a postemergence application should be used. For best postemergence performance, a methylated seed oil (MSO) adjuvant should be included to the spray solution. Excessive wetting of the target plant is not necessary but good spray coverage of the target plant is needed for best results. Weeds hardened off by cold weather or drought stress may not be controlled.

METHOD 240SL HERBICIDE is non-corrosive to spray equipment.

BIOLOGICAL ACTIVITY

METHOD 240SL HERBICIDE is quickly taken up by the leaves, stems, and roots of plants. The effects of METHOD 240SL HERBICIDE may be seen on plants from within a few hours to a few days. The most noticeable symptom is a bending and twisting of stems and leaves. Other advanced symptoms include severe necrosis, stem thickening, growth stunting, leaf crinkling, calloused stems and leaf veins, leaf-cupping, and enlarged roots. Death of treated broadleaf plants may require several more weeks and up to several months for some woody plant species. METHOD 240SL HERBICIDE is rain-fast at 1 hour after application.

IMPORTANT RESTRICTIONS

- Do not apply METHOD 240SL HERBICIDE within the root zone of desirable trees and/or shrubs unless injury or loss can be tolerated. Root zones of desirable trees/shrubs may extend beyond the tree canopy.
- Do not apply this product if site-specific characteristics and conditions exist that could contribute to movement and unintended root zone exposure to desirable trees or vegetation, unless injury or loss can be tolerated.
- Do not make applications when circumstances favor movement from treatment site.
- Do not apply METHOD 240SL HERBICIDE to highways/roadsides or other non-crop areas during periods of intense rainfall or where prevailing soils are either saturated with water or of a type through which rainfall will not readily penetrate, as this may result in off-site movement.
- Do not apply or otherwise permit this product or sprays containing this product to come into contact with any non-target crop or desirable vegetation.
- Do not apply in or on dry or water containing irrigation ditches or canals including their outer banks.
- Do not apply through any type of irrigation system.
- Do not contaminate water intended for irrigation. To avoid injury to crops or other desirable vegetation, do not treat or allow spray drift or run-off to fall onto banks or bottoms of irrigation ditches, either dry or containing water, or other channels that carry water

that may be used for irrigation purposes.

- Do not apply METHOD 240SL HERBICIDE when powdery dry soil or light or sandy soils are known to be prevalent in the area to be treated. Treatment of powdery dry soil and light sandy soils, when there is little likelihood of rainfall soon after treatment, may result in off target movement and possible damage to susceptible crops and desirable vegetation when soil particles are moved by wind or water. Injury to crops or desirable vegetation may result if treated soil is washed, blown, or moved onto land used to produce crops or land containing desirable vegetation.
- Do not apply when the soil is frozen or covered with snow.
- Do not use on lawns, walks, paved driveways, tennis courts, or similar areas.
- Do not apply more than 18 fluid ounces (0.28 pound ae) per acre per year.
- Do not graze or feed forage, hay, or straw from treated areas to livestock.
- Do not use plant material treated with this product for mulch or compost.
- Do not plant the treated sites for at least one year after the METHOD 240SL HERBICIDE application if non-crop sites treated with METHOD 240SL HERBICIDE are to be converted to a food, feed, or fiber agricultural crop, or to a horticultural crop. A field bioassay must then be completed before planting the desired crop.

IMPORTANT PRECAUTIONS

- Certain species, in particular, may be sensitive to low levels of METHOD 240SL HERBICIDE including but not limited to conifers (such as Douglas fir, Norway spruce, ponderosa pine and white pine), deciduous trees (such as aspen, Chinese tallow, cottonwood, honey locust, magnolia, poplar species, redbud, silver maple, and willow species), and ornamental shrubs (such as arborvitae, burning bush, crape myrtle, forsythia, hydrangea, ice plant, magnolia, purple plum, and yew).
- Injury or loss of desirable trees or vegetation may result if METHOD 240SL HERBICIDE is applied on or near desirable trees or vegetation, on areas where their roots extend, or in locations where the treated soil may be washed or moved into contact with their roots. Consider site-specific characteristics and conditions that could contribute to unintended root zone exposure to desirable trees or vegetation. Root zone areas of desirable trees or vegetation are affected by local conditions and can extend beyond the tree canopy. If further information is needed regarding root zone area, consult appropriate state extension service, professional consultant, or other qualified authority.
- Injury to or loss of desirable trees or vegetation may result if equipment is drained or flushed on or near these trees or vegetation or on areas where their roots may extend, or in locations where the chemical may be washed or moved into contact with their roots.
- In non-crop areas adjacent to desirable vegetation, avoid overlapping spray applications and shut off spray to the spray boom while starting, turning, slowing, or stopping to avoid injury to desirable vegetation.
- Applications made where runoff water flows onto agricultural land may injure or kill crops such as, but not limited to, sugar beets, potatoes, tomatoes, tobacco, soybeans, field beans, alfalfa, grapes, peaches, almonds, and vegetables.
- Applications should be made only when there is little or no hazard from spray drift. Very small quantities of spray, which may not be visible, may seriously injure susceptible plants.
- Exposure to METHOD 240SL HERBICIDE may injure or kill most crops and may injure or kill desirable vegetation. Injury may be more severe when the crops or desirable vegetation are irrigated.
- Caution is advised when using this product in areas where loss of desirable conifer or deciduous trees and/or shrubs, as well as other broadleaf plants, including but not limited to legumes and wild flowers, cannot be tolerated. Without prior experience, it is necessary that small areas containing these plants be tested for tolerance to METHOD 240SL HERBICIDE and its soil residues before any large scale spraying occurs.
- Low rates of METHOD 240SL HERBICIDE can kill or severely injure most crops. Following a METHOD 240SL HERBICIDE application, the use of spray equipment to apply other pesticides to crops on which METHOD 240SL HERBICIDE is not registered may result in their damage. The most effective way to reduce this crop damage potential is to use dedicated mixing and application equipment.
- Leave treated soil undisturbed to reduce the potential for METHOD 240SL HERBICIDE movement by soil erosion due to wind or water.
- In the case of suspected off-site movement of METHOD 240SL HERBICIDE to cropland, soil samples should be quantitatively analyzed for METHOD 240SL HERBICIDE, or any other herbicide which could be having an adverse effect on the crop, in addition to conducting the field bioassay.
- METHOD 240SL HERBICIDE may suppress or severely injure certain established grasses, such as some brome grass and wheat grass species, especially when the grass plants are stressed by adverse environmental conditions. Areas that contain these grass plants should recover as environmental conditions for good grass growth occur.

FIELD BIOASSAY

To conduct a field bioassay, grow to maturity test strips of the crop you plan to grow the following year. The test strips should cross the entire field including knolls and low areas. Crop response to the field bioassay will indicate whether or not to plant the crops grown in the test strips. If no crop injury (such as, poor germination, stunting, or chlorosis, malformation, or necrosis of leaves) or yield loss is evident from the crops grown in the test strips, the intended rotational crop may be planted. If herbicide symptoms or yield loss is observed, do not plant the crop.

TANK MIXTURES

METHOD 240SL HERBICIDE may be tank mixed with other herbicides which are registered for the same use sites, methods of application, and timings as specified on this product label. Refer to the tank mix product label for any additional instructions or use restrictions. It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture. In addition, a spray adjuvant may be mixed with METHOD 240SL HERBICIDE when making postemergence applications. Refer to the adjuvant label for additional instructions or use restrictions.

ADJUVANTS

Methylated Seed Oils and Vegetable Oils: A methylated seed oil (MSO) or vegetable oil based adjuvant may provide increased leaf absorption of METHOD 240SL HERBICIDE. Include the MSO or vegetable oil adjuvant at 1% v/v (1 gallon per 100 gallons of spray solution).

Non-ionic Surfactants: Use a non-ionic surfactant at a minimum rate of 0.25% v/v (1 quart surfactant per 100 gallons of spray solution). Surfactant products must contain at least 70% non-ionic surfactant.

Invert Emulsions: METHOD 240SL HERBICIDE may be applied as an invert emulsion. The spray solution results in an invert (water-in-oil) spray emulsion designed to minimize spray drift and spray run-off, resulting in more herbicide deposited on the target foliage. The spray emulsion may be formed in a single tank (batch mixing) or injected (in-line mixing). Consult the invert chemical label for proper mixing directions.

INVASIVE SPECIES MANAGEMENT

This product may be used on public, private, and tribal lands to treat certain weed species infestations that have been determined to be invasive, consistent with the Federal Interagency Committee for the Management of Noxious and Exotic Weeds (FCMNEW) National Early Detection and Rapid Response (EDRR) System for invasive plants. Effective EDRR systems address invasions by eradicating the invader

where possible, and controlling them when the invasive species is too established to be feasibly eradicated. Once an EDRR assessment has been completed and action is recommended, a Rapid Response needs to be taken to quickly contain, deny reproduction, and, if possible, eliminate the invader. Consult your appropriate state extension service, forest service, or regional multidisciplinary invasive species management coordination team to determine the appropriate Rapid Response provisions and allowed treatments in your area.

HERBICIDE RESISTANCE MANAGEMENT

Method 240SL contains aminocyclopyrachlor, a Group 4 Herbicide. Some naturally occurring weed biotypes that are resistant to aminocyclopyrachlor may exist due to genetic variability in a weed population. When herbicides that affect the same biological site of action are used repeatedly over several years to control the same weed species, naturally-occurring resistant biotypes may survive, propagate, and become dominant in that area. Adequate control of these resistant weed biotypes cannot be expected. If weed control is unsatisfactory, it may be necessary to retreat the problem area using a product affecting a different site of action. Weed escapes that are allowed to go to seed will promote the spread of resistant biotypes.

To better manage herbicide resistance through delaying the proliferation and possible dominance of herbicide resistant weed biotypes, it is important to implement a diversified weed control strategy that includes the use of multiple herbicides with different sites of action in either tank-mix or sequential application. Also, incorporate non-chemical weed control practices where practical.

Report any incidence of non-performance of this product against a particular weed species to a Bayer representative or contact 1-800-331-2867. It is advisable to keep accurate records of pesticides applied to individual fields to help obtain information on the spread and dispersal of resistant biotypes. Consult your agricultural dealer, consultant, applicator, and/or appropriate state agricultural extension service representative for further guidance on specific alternative cultural practices or herbicide recommendations in your area.

INTEGRATED PEST MANAGEMENT

This product may be used as part of an Integrated Pest Management (IPM) program that can include biological, cultural, and genetic practices aimed at preventing economic pest damage. IPM principles and practices include field scouting or other detection methods, correct target pest identification, population monitoring, and treating when target pest populations reach locally determined action thresholds. Consult your state cooperative extension service, professional consultants, or other qualified authorities to determine appropriate action treatment threshold levels for treating specific pest/crop systems in your area.

APPLICATION INFORMATION

METHOD 240SL HERBICIDE may be applied using low and high volume ground spray equipment, fixed-wing aircraft, or by helicopter. When applying by fixed-wing aircraft or helicopter, follow directions under the AERIAL APPLICATIONS section of this label; otherwise refer to GROUND APPLICATIONS section of this label.

For control of broadleaf weeds, woody plants, and vines, use METHOD 240SL HERBICIDE at rates of 4-18 fluid ounces per acre per year (0.063-0.28 lb ae/A/year). Refer to the WEEDS CONTROLLED table for specific rate information. Spray volumes should be selected in order to provide uniform and complete coverage of the target plants or application sites. Care should be taken to avoid runoff from all applications. For postemergence applications, include either a MSO or vegetable oil or a non-ionic surfactant as described in the ADJUVANTS section of this label.

Invert Emulsions: METHOD 240SL HERBICIDE may be applied as an invert emulsion. The spray solution results in an invert (water-in-oil) spray emulsion designed to minimize spray drift and spray run-off, resulting in more herbicide deposited on the target foliage. The spray emulsion may be formed in a single tank (batch mixing) or injected (in-line mixing). Consult the invert chemical label for proper mixing directions.

SPRAY EQUIPMENT

Be sure the sprayer is calibrated before use. Use a sufficient volume of water that will deliver a uniform spray pattern and coverage of the target brush or weeds.

The selected sprayer should be equipped with an agitation system to help keep METHOD 240SL HERBICIDE suspended in the spray tank. Note: Low rates of METHOD 240SL HERBICIDE can kill or severely injure most crops. Following an METHOD 240SL HERBICIDE application, the use of spray equipment to apply other pesticides to crops on which METHOD 240SL HERBICIDE is not registered may result in their damage.

MIXING INSTRUCTIONS

1. Fill the tank 1/3 to 1/2 full of water.
2. While agitating, add the required amount of METHOD 240SL HERBICIDE.
3. Continue agitation until the METHOD 240SL HERBICIDE is fully dispersed, at least 5 minutes.
4. Once the METHOD 240SL HERBICIDE is fully dispersed, maintain agitation and continue filling tank with water. METHOD 240SL HERBICIDE should be thoroughly mixed with water before adding any other material.
5. As the tank is filling, add tank mix partners (if desired) and then add the necessary volume of spray adjuvants. Always add spray adjuvants last.
6. If the mixture is not continuously agitated, settling will occur. If settling occurs, thoroughly re-agitate before using.
7. Apply METHOD 240SL HERBICIDE spray mixture within 24 hours of mixing to avoid product degradation.

SPRAYER CLEANUP

The spray equipment must be cleaned before METHOD 240SL HERBICIDE is sprayed. Follow the cleanup procedures specified on the labels of the previously applied products.

AT THE END OF THE DAY

It is recommended that, during periods when multiple loads of METHOD 240SL HERBICIDE are applied, at the end of each day of spraying the interior of the tank should be rinsed with fresh water and then partially filled and the boom and hoses flushed.

This will prevent the buildup of dried pesticide deposits which can accumulate in the application equipment.

1. Empty the tank and drain the sump completely.
2. Spray the tank walls with clean water using a minimum volume of 10% of the tank volume. Circulate the water through the lines, including all by-pass lines, for at least two minutes. Flush the boom well and empty the sprayer. Completely drain the sump.
3. Repeat step 2.
4. Remove the nozzles and screens and clean separately in a bucket containing water. The rinsate solution may be applied to the non-crop sites listed on this label. Do not exceed the maximum labeled use rate. If cleaners are used, consult the cleaner label for rinsate disposal instructions. If no instructions are given, dispose of the rinsate on site or at an approved waste disposal facility.

Notes:

1. Always start with a clean spray tank.
2. Steam-cleaning aerial spray tanks is recommended to facilitate the removal of any caked deposits.
3. When METHOD 240SL HERBICIDE is tank mixed with other pesticides, all cleanout procedures for each product should be examined, and the most rigorous procedure should be followed.
4. In addition to this cleanout procedure, all pre-cleanout guidelines on subsequently applied products should be followed as per the individual labels.
5. Low rates of METHOD 240SL HERBICIDE can kill or severely injure most crops. Following a METHOD 240SL HERBICIDE application, the use of spray equipment to apply other pesticides to crops on which METHOD 240SL HERBICIDE or its active ingredients are not

registered may result in their damage. The most effective way to reduce this crop damage potential is to use dedicated mixing and application equipment.

SPRAY DRIFT MANAGEMENT

The interaction of many equipment and weather-related factors determines the potential for spray drift. The applicator is responsible for considering all these factors when making application decisions.

AVOIDING SPRAY DRIFT IS THE RESPONSIBILITY OF THE APPLICATOR.

IMPORTANCE OF DROPLET SIZE

The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. The presence of sensitive species nearby, the environmental conditions, and pest pressure may affect how an applicator balances drift control and coverage. **APPLYING LARGER DROPLETS REDUCES DRIFT POTENTIAL, BUT WILL NOT PREVENT DRIFT IF APPLICATIONS ARE MADE IMPROPERLY OR UNDER UNFAVORABLE ENVIRONMENTAL CONDITIONS!** See Wind, Temperature and Humidity, and Temperature Inversions sections of this label.

CONTROLLING DROPLET SIZE - GENERAL TECHNIQUES

- Volume - Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with higher rated flows produce larger droplets.
- Pressure - Use the lower spray pressures recommended for the nozzle. Higher pressure reduces droplet size and does not improve canopy penetration. **WHEN HIGHER FLOW RATES ARE NEEDED, USE A HIGHER-CAPACITY NOZZLE INSTEAD OF INCREASING PRESSURE.**
- Nozzle Type - Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles.

CONTROLLING DROPLET SIZE - AIRCRAFT

- Number of Nozzles - Use the minimum number of nozzles with the highest flow rate that provide uniform coverage.
- Nozzle Orientation - Orienting nozzles so that the spray is emitted backwards, parallel to the air stream will produce larger droplets than other orientations.
- Nozzle Type - Solid stream nozzles (such as disc and core with swirl plate removed) oriented straight back produce larger droplets than other nozzle types.
- Boom Length - The boom length should not exceed 3/4 of the wing or rotor length - longer booms increase drift potential.
- Application Height - Application more than 10 ft above the canopy increases the potential for spray drift.

BOOM HEIGHT

Setting the boom at the lowest labeled height (if specified) that provides uniform coverage reduces the exposure of droplets to evaporation and wind. For ground equipment, the boom should remain level with the crop and have minimal bounce.

WIND

Drift potential increases at wind speeds of less than 3 mph (due to inversion potential) or more than 10 mph. However, many factors, including droplet size and equipment type, determine drift potential at any given wind speed. **AVOID GUSTY OR WINDLESS CONDITIONS.** Note: Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect spray drift.

TEMPERATURE AND HUMIDITY

When making applications in hot and dry conditions, set up equipment to produce larger droplets to reduce effects of evaporation.

SURFACE TEMPERATURE INVERSIONS

Drift potential is high during a temperature inversion. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain close to the ground and move laterally in a concentrated cloud. Temperature inversions are characterized by increasing temperature with altitude and are common on nights with limited cloud cover and light to no wind.

They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

SHIELDED SPRAYERS

Shielding the boom or individual nozzles can reduce the effects of wind. However, it is the responsibility of the applicator to verify that the shields are preventing drift and not interfering with uniform deposition of the product.

SENSITIVE AREAS

The pesticide should only be applied when the potential for drift to adjacent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is minimal (e.g., when wind is blowing away from the sensitive areas).

DRIFT CONTROL ADDITIVES

Drift control additives may be used with all spray equipment with the exception of controlled droplet applicators. When a drift control additive is used, read and carefully observe cautionary statements and all other information on the label. It is recommended that drift control additives be certified by the Chemical Producers and Distributors Association (CPDA).

AERIAL APPLICATIONS

When applying by air, apply only using nozzles which will deliver coarse or greater (VMD >350 microns) droplets as defined by ASABE S572 standard. Do not release spray at a height greater than 10 feet above the ground or canopy unless a greater height is required for aircraft safety. Do not apply when wind speed is greater than 10 mph. Do not apply during a temperature inversion.

For aerial applications near susceptible crops or other desirable plants, use a drift control additive as recommended by the manufacturer, or apply through a "Microfoil" or "Thru-Valve" boom, or use an equivalent drift control system. Thickened sprays prepared by using high viscosity invert systems, or other drift control systems, may be utilized if drift control is comparable to that obtained with drift control additives or the "Thru-Valve" boom. If a spray thickening agent is used, follow all recommendations and precautions on the product label. Do not use a thickening agent with the "Microfoil" boom or other systems that cannot accommodate thick sprays.

METHOD 240SL HERBICIDE may be applied by either fixed-wing aircraft or helicopter spray equipment. Fixed-wing aircraft and helicopters can be used to apply METHOD 240SL HERBICIDE; however, do not make applications by fixed-wing aircraft unless appropriate buffer zones can be maintained to prevent spray drift out of the target area or, when treating open tracts of land, spray drift as a result of fixed wing aircraft application can be tolerated.

The application volume required will vary with the height and density of the brush and the application equipment used.

Generally, aerial applications will require 15 to 25 gallons of spray solution per acre.

Regardless of the application volume or spray equipment used, thorough coverage of the foliage is necessary to optimize control results. All precautions and restrictions should be taken to minimize or eliminate spray drift.

**GROUND APPLICATIONS
BROADCAST**

When making a broadcast application by ground, apply only using nozzles which will deliver coarse or greater (VMD >350 microns) droplets as defined by ASABE S572 standard. Do not apply with a nozzle height greater than 4 feet above the ground or canopy unless necessitated by the application equipment. Apply with the spray boom or nozzle height as low as possible. Do not apply when wind speed is greater than 10 mph. Apply 10 gallons or more of spray per acre; use spray pressures no greater than are required to obtain adequate coverage. The use of drift control additives, shielded sprayers, or other drift control systems can help minimize spray drift. Do not apply during a temperature inversion.

LOW-VOLUME FOLIAR APPLICATION

For low-volume applications, see Table 1 for use rate and mixing instructions. The rate of METHOD 240SL HERBICIDE should be adjusted according to the spray volume per acre and the size and plant density of the target brush species. Refer to the WEEDS CONTROLLED section for application rates. For best results, include a MSO adjuvant at the rate of 1% v/v. Good plant coverage is necessary for best results. Use spray nozzles and pressure that will aid the proper deposition of the spray solution. Apply in sufficient spray volume to help provide uniform spray distribution of spray particles over the area to be treated and to avoid spray drift. Generally, low volume ground applications will require 10 to 25 gallons per acre. The use of an even flat fan tip with a spray angle of 40 degrees or less, such as 4004 or 1504, will aid in proper spray deposition. In addition, cone or straight stream nozzles, such as the 5500 X3 or the 5500 X5 may be used. Use the higher rates for hard to control brush species. Do not apply more than 18 fluid ounces of METHOD 240SL HERBICIDE per acre per year.

| Total Spray Volume | Method 240 SL rate per acre (fluid ounces) | | | |
|--------------------|---|----|-----|-----|
| | 4 | 8 | 12 | 18 |
| Gallons per acre | Method 240 SL rate per 100 gallons of spray solution (fluid ounces) | | | |
| 400 | 1 | 2 | 3 | 4.5 |
| 200 | 2 | 4 | 6 | 9 |
| 100 | 4 | 8 | 12 | 18 |
| 50 | 8 | 16 | 24 | 36 |
| 40 | 10 | 20 | 30 | 45 |
| 20 | 20 | 40 | 60 | 90 |
| 10 | 40 | 80 | 120 | 180 |

HIGH VOLUME FOLIAR APPLICATION

For high-volume applications, see Table 1 for use rate and mixing instructions. Use the higher rates for hard to control brush species. Refer to the WEEDS CONTROLLED section for application rates. Higher spray volumes may be required for sites with high density brush. Generally, high volume ground applications will require 100 to 400 gallons per acre. Use sufficient spray volume to thoroughly and uniformly wet foliage and stems but don't over apply causing excessive run-off. The spray solution should reach the crown of the plants and trickle down into the canopy.

Do not apply more than 18 fluid ounces of METHOD 240SL HERBICIDE per acre per year.

INDIVIDUAL PLANT TREATMENTS (IPT)

Apply METHOD 240SL HERBICIDE utilizing an application method which targets individual woody species including foliar applications, cut stump and stem treatments, injection or hack and squirt, or basal bark treatments.

FOLIAR

The total spray volume should be adjusted according to the size and density of the target plant species. Where taller/denser vegetation is present, higher spray volumes may be necessary to ensure good coverage. Refer to the WEEDS CONTROLLED section of the label for specific use rate information. For best results include a MSO-type adjuvant at the rate of 1% v/v. Refer to Table 1 for mixing instructions. Spray the vegetation starting at the top and covering the sides. Ensure complete coverage of the plant for best results. Avoid spraying to the point of excessive runoff as injury to desirable species or ground cover may occur. Refer to Low and High – Volume Foliar Application sections above for application use directions and rates.

CUT STUMP/ STEM TREATMENTS

Make a dilute solution by mixing 5 to 10 gallons of METHOD 240SL HERBICIDE in enough basal oil to make 100 gallons of spray mixture, or equivalent ratio. Some basal oils may be incompatible with METHOD 240SL HERBICIDE causing a precipitant to form. Test for compatibility by adding METHOD 240SL HERBICIDE to a small quantity of desired basal oil at the proper ratio, allow to stand for 30 minutes and check for physical incompatibility or precipitates. The addition of an emulsifier may be needed to ensure compatibility. Apply with a sprayer using low pressure and solid cone or flat fan nozzles. Spray the cut surface soon after cutting, thoroughly wetting the cambium layer next to the bark. On larger trees, treat only the outer 2-3 inches of the stump. On trees 3 inches or less in diameter treat the entire cut surface. In addition to the cut surface, treat the sides of the stump/stem and the root collar area to prevent resprouting. Apply anytime except when snow or water prevents treating to the ground line of the stump. Moisture stress may affect optimum control.

INJECTION OR HACK AND SQUIRT

Inject or use a hatchet, machetes, or similar equipment to make downward cuts into the cambium (inner bark) of the stem in such a way as to make a "pocket" large enough to retain the applied solution. Cuts/injections may be made at a height convenient to the applicator. Make one cut/injection for every 2 inches of diameter at breast height (DBH) on the target stem. For example, an 8-inch DBH stem would require 4 cuts. Cuts should be made at equal intervals around the tree. Spray ½ - 1 milliliter (mL) of undiluted METHOD 240SL HERBICIDE into each cut.

BASAL BARK TREATMENTS

Make a dilute solution by mixing 5 to 10 gallons of METHOD 240SL HERBICIDE in enough basal oil to make 100 gallons of spray mixture, or equivalent ratio. Some basal oils may be incompatible with METHOD 240SL HERBICIDE causing a precipitant to form. Test for compatibility by adding METHOD 240SL HERBICIDE to a small quantity of desired basal oil at the proper ratio, allow to stand for 30 minutes and check for physical incompatibility or precipitates. The addition of an emulsifier may be needed to ensure compatibility. Apply with a sprayer using low pressure and solid cone or narrow flat fan nozzles. Make applications to susceptible brush or tree species with stems less than 6 inches in basal diameter. Thoroughly wet the lower 12 to 18 inches of the trunk or stem (from ground line). Treat until run-off at the ground line is noticeable. Brush or trees with old or rough bark will require more spray solution than smooth young bark. Applications can be made anytime of the year except when snow or water prevents treating to the ground line of the brush or tree trunk.

SPECIFIC USE DIRECTIONS

CUT STUBBLE TREATMENTS

For the prevention of re-sprouting, after hand cutting or mechanical mowing of susceptible brush species along rights-of-way and other non-crop sites, apply a broadcast application of METHOD 240SL HERBICIDE up to 18 fluid ounces product per acre. Apply in a minimum of 20 gallons of water per acre. Make applications soon after cutting. The addition of a penetrating agent at 5% V/V or more can aid in uptake through the bark or exposed roots of the cut brush. For best results, make applications before or during periods of active root growth. Do not apply when the soil is frozen or covered by standing water or snow.

BAREGROUND

METHOD 240SL HERBICIDE may be used in non-crop sites for bareground (total vegetation control) weed control. Preemergence or postemergence applications of METHOD 240SL HERBICIDE provide control of many annual and perennial broadleaf weeds. Apply at up to 18 fluid ounces product per acre in tank mixes with other products registered for use on bareground sites. Consult the manufacturer's labels for specific rates, weeds controlled, and use restrictions.

Make a thorough and uniform application with calibrated spray equipment per label directions. Apply at any time of the year. Use the higher rates of METHOD 240SL HERBICIDE for fall applications and in previously untreated areas or areas with high weed infestations. For postemergence applications always include a spray adjuvant. For faster brown-out or burn down results, add glyphosate or similar products to the tank. For added residual weed control, or to broaden the weed control spectrum, tank mix with other residual products registered for use on bareground sites. The level and length of control will depend on the herbicide rate applied, amount of rainfall, soil texture, and environmental and applications conditions.

UNIMPROVED TURFGRASS

METHOD 240SL HERBICIDE may be used in non-crop industrial sites, such as utility rights-of-way and highways/roadsides, for general weed control in established industrial turf grasses. Apply METHOD 240SL HERBICIDE at rates of 4-18 fluid ounces product per acre. Rates exceeding 8 fluid ounces product per acre may result in unacceptable injury to desirable turfgrasses. Treatments made prior to the full green-up stage may delay green-up. Apply METHOD 240SL HERBICIDE by ground equipment only. Use a minimum of 10 gallons of water per acre. The addition of a MSO adjuvant may increase the potential for turf grass injury.

For species not listed below, determine the tolerance of the turfgrass by treating a small area at the desired application rate. Prior to treatment of larger areas, the treated area must be observed for any signs of herbicidal injury during 30 days of normal growing conditions to determine if the treatment is safe to the target species. The user assumes the responsibility for any plant damage or other liability resulting from use of METHOD 240SL HERBICIDE on a turfgrass species not listed on this label.

| TURFGRASS TYPE | APPLICATION RATE (FLUID OUNCES/ACRE) |
|---------------------------------|---|
| Bermudagrass | 4 to 8 |
| Bahiagrass | 4 to 8 |
| Bluegrass, Kentucky | 4 to 8 |
| Tall Fescue | 4 to 8 |
| Ryegrass, perennial | 4 to 8 |
| Wheatgrass species ¹ | 4 to 7.5 |
| Smooth brome ¹ | 4 to 7.5 |

¹ Injury from higher rates during the season of application may be severe.

Important: Temporary chlorosis (yellowing), reddening, stunting, droopy or twisted grass leaves, and seed head suppression may occur. Do not apply METHOD 240SL HERBICIDE until the grass becomes well established. Do not apply METHOD 240SL HERBICIDE to grass under stress from disease, insects, drought, or other environmental conditions.

RESTORATION AREAS

METHOD 240SL HERBICIDE is labeled for the control of broadleaf weeds and brush, listed in the WEEDS CONTROLLED section, in areas as follows: non-crop areas such as airports, highways/roadsides, railroad, pipeline and utility rights-of-way, sewage disposal areas, industrial areas, such as electrical substations, rail yards or other industrial rock areas, farmyards, fuel storage areas, fence rows, non-irrigation ditch banks, barrier strips, lumberyards, pumping stations and tank farms, restoration areas, natural areas, wildlife management areas, wildlife openings, and wildlife habitats in unimproved industrial turf, on roadsides, airports, industrial sites, or on other similar non-crop sites in order to establish or release desirable introduced or native perennial grass species for site stabilization.

To maximize and extend the weed and brush control provided by METHOD 240SL HERBICIDE, it is critical that other vegetation management practices, including mowing, fertilization, etc., be incorporated into the restoration program to help extend or build on the weed control benefits and promote the growth of introduced or established grasses and/or desirable plants or plant communities.

Unacceptable injury may occur if METHOD 240SL HERBICIDE is applied before the introduced or native perennial grasses are well established. The grass must have a good secondary root system and show good vigor. METHOD 240SL HERBICIDE may suppress certain established grasses especially when the grass plants are stressed by adverse environmental conditions. Temporary reddening, stunting, droopy or twisted leaves may occur. Do not apply METHOD 240SL HERBICIDE to grass under stress from disease, insects, drought, or other environmental causes.

Apply METHOD 240SL HERBICIDE in the fall, before the soil freezes, or in the spring after the soil thaws. When applied at lower rates, METHOD 240SL HERBICIDE provides short-term control of weeds listed; when applied at higher rates, weed control spectrum is broadened and extended. Do not apply when the soil is frozen.

WEEDS CONTROLLED

Use the higher spray volumes and herbicide rates for heavy weed and brush infestations, hard to control species, and tall brush or dense hardwood canopies. Do not apply more than 18 fluid ounces product broadcast per acre per year.

| BROADLEAF WEEDS | | Rate (fluid ounces per acre) |
|--------------------------------|---------------------------------|------------------------------|
| Bitter sneezeweed ³ | <i>Helenium amarum</i> | 4 to 8 |
| Clover, bush | <i>Lespedeza</i> sp. | |
| Clover, Dutch (white) | <i>Trifolium repens</i> | |
| Clover, large hop ³ | <i>Trifolium campestre</i> | |
| Croton, woolly ³ | <i>Croton capitatus</i> | |
| Dandelion, common | <i>Taraxacum officinale</i> | |
| Dogfennel ³ | <i>Eupatorium capillifolium</i> | |
| Henbit ³ | <i>Lamium amplexicaule</i> | |
| Ironweed, tall | <i>Vernonia gigantea</i> | |
| Lambsquarters, common | <i>Chenopodium album</i> | |

continued

WEEDS CONTROLLED (continued)

Use the higher spray volumes and herbicide rates for heavy weed and brush infestations, hard to control species, and tall brush or dense hardwood canopies. Do not apply more than 18 fluid ounces product broadcast per acre per year.

BROADLEAF WEEDS**Rate (fluid ounces per acre)**

| | | |
|--------------------------------------|-----------------------------------|----------|
| Lespedeza, common ³ | <i>Kummerowia striata</i> | |
| Lespedeza, hairy ³ | <i>Lespedeza hirta</i> | |
| Lespedeza, serecia | <i>Lespedeza cuneata</i> | |
| Lettuce, prickly | <i>Lactuca serriola</i> | |
| Lettuce, tall ³ | <i>Lactuca canadensis</i> | |
| Mullein, common | <i>Verbascum thapsus</i> | |
| Mullein, turkey | <i>Eremocarpus setigerus</i> | |
| Pigweed, tumble | <i>Amaranthus albus</i> | |
| Ragweed, western | <i>Ambrosia psilostachya</i> | |
| Sida, prickly ³ | <i>Sida spinosa</i> | |
| Sowthistle, common | <i>Sonchus oleraceus</i> | |
| Sowthistle, field ³ | <i>Sonchus arvensis</i> | |
| Spanish needle ³ | <i>Bidens alba</i> | |
| Speedwell ³ | <i>Veronica</i> spp. | |
| Starthistle, yellow | <i>Centaurea solstitialis</i> | |
| Sweetclover, yellow ³ | <i>Mellilotus officinalis</i> | |
| Vervain, blue ³ | <i>Verbena hastata</i> | |
| Chicory, wild | <i>Cichorium intybus</i> | 8 to 18 |
| Burclover, California | <i>Medicago polymorpha</i> | |
| Barbed goatgrass | <i>Aegilops triuncialis</i> | |
| Cocklebur, common ³ | <i>Xanthium strumarium</i> | |
| Common cat's ear | <i>Hypochoeris radicata</i> | |
| Common spikeweed | <i>Centromadia pungens</i> | |
| Copperleaf ³ | <i>Acalypha</i> spp. | |
| Crownvetch, common ³ | <i>Coronilla varia</i> | |
| Cudweed | <i>Gnaphalium</i> spp. | |
| Daisy, oxeye ³ | <i>Leucanthemum vulgare</i> | |
| Filaree, broadleaf | <i>Erodium botrys</i> | |
| Filaree, redstem | <i>Erodium cicutarium</i> | |
| Filaree, whitestem | <i>Erodium moschatum</i> | |
| Fleabane, hairy | <i>Erigeron bonariensis</i> | |
| Geranium, Carolina ³ | <i>Geranium carolinianum</i> | |
| Goldenaster ³ | <i>Heterotheca</i> spp. | |
| Hawkweed, orange | <i>Hieracium aurantiacum</i> | |
| Horsenettle, Carolina ³ | <i>Solanum carolinense</i> | |
| Knapweed, diffuse | <i>Centaurea diffusa</i> | |
| Knapweed, Russian | <i>Acroptilon repens</i> | |
| Knapweed, spotted | <i>Centaurea stoebe</i> | |
| Kochia (Up to 6 inches) ¹ | <i>Kochia scoparia</i> | |
| Marestail/horseweed | <i>Conyza canadensis</i> | |
| Medic ³ | <i>Medicago</i> spp. | |
| Milkthistle, blessed | <i>Silybum marianum</i> | |
| Ragweed, common | <i>Ambrosia artemisiifolia</i> | |
| Rush skeletonweed | <i>Chondrilla juncea</i> | |
| Shepherd's-purse | <i>Capsella bursa-pastoris</i> | |
| Spurge, leafy | <i>Euphorbia esula</i> | |
| Spurge, nodding ³ | <i>Euphorbia nutans</i> | |
| St. John's wort | <i>Hypericum perforatum</i> | |
| Thistle, Canada | <i>Cirsium arvense</i> | |
| Thistle, cotton | <i>Onopordum acanthium</i> | |
| Thistle, musk | <i>Carduus nutans</i> | |
| Thistle, Russian | <i>Salsola tragus</i> | |
| Toadflax, dalmatian | <i>Linaria dalmatica</i> | |
| Vetch | <i>Vicia</i> spp. | |
| Wild carrot ³ | <i>Daucus carota</i> | |
| Willow weed | <i>Epilobium paniculatum</i> | |
| Plantain | <i>Plantago</i> spp. | 10 to 18 |
| Aster, whiteheath | <i>Symphotrichum pilosum</i> | |
| Bindweed, field | <i>Convolvulus arvensis</i> | |
| Burdock, common ³ | <i>Arctium minus</i> | |
| Cinquefoil, sulfur | <i>Potentilla recta</i> | |
| Coast fiddleneck | <i>Amsinckia intermedia</i> | |
| Flixweed ³ | <i>Descurainia sophia</i> | |
| Fleabane, annual ³ | <i>Erigeron annuus</i> | |
| Goldenrod, Canada ³ | <i>Solidago canadensis</i> | 12 to 18 |
| Goldenrod, common ³ | <i>Solidago virgaurea</i> | |
| Gumweed, curlycup ³ | <i>Grindelia squarrosa</i> | |
| Hemlock, poison | <i>Conium maculatum</i> | |
| Honeysuckle, Japanese | <i>Lonicera japonica</i> | |
| Matchweed ³ | <i>Mat lipia</i> | |
| Medusahead | <i>Taeniatherum caput-medusae</i> | |
| Poison-ivy, eastern | <i>Toxicodendron radicans</i> | |

continued

WEEDS CONTROLLED (continued)

Use the higher spray volumes and herbicide rates for heavy weed and brush infestations, hard to control species, and tall brush or dense hardwood canopies. Do not apply more than 18 fluid ounces product broadcast per acre per year.

BROADLEAF WEEDS**Rate (fluid ounces per acre)**

| | | |
|-----------------------------|-----------------------------|----------|
| Ragweed, giant ³ | <i>Ambrosia trifida</i> | |
| Teasel, common | <i>Dipsacus fullonum</i> | 12 to 18 |
| Yarrow, common | <i>Achillea millefolium</i> | |

BRUSH**Rate (fluid ounces per acre)**

| | | |
|---------------------------------------|---------------------------------|----------|
| American beautyberry ³ | <i>Callicarpa americana</i> | |
| Ash (Green, White) | <i>Fraxinus</i> spp. | |
| Aspen, quaking ³ | <i>Populus tremuloides</i> | |
| Autumn Olive ³ | <i>Eleagnus umbellata</i> | |
| Baccharis, Eastern ³ | <i>Baccharis halimifolia</i> | |
| Brazilian pepper ³ | <i>Schinus terebinthifolius</i> | |
| Callery Pear ³ | <i>Pyrus calleryana</i> | |
| Catalpa, northern | <i>Catalpa speciosa</i> | |
| Cherry ³ | <i>Prunus</i> spp. | |
| Chinaberry ³ | <i>Melia azedarach</i> | |
| Chinese tallowtree ³ | <i>Triadica sebifera</i> | |
| Cottonwood | <i>Populus deltoides</i> | |
| Elder, box | <i>Acer negundo</i> | |
| Elm, American | <i>Ulmus americana</i> | |
| Grape, fox ³ | <i>Vitis labrusca</i> | |
| Grape, crimson gloryvine ³ | <i>Vitis coignetiae</i> | 10 to 18 |
| Grape, wild | <i>Vitis rotundifolia</i> | |
| Hackberry, common | <i>Celtis occidentalis</i> | |
| Lantana, largeleaf ³ | <i>Lantana camara</i> | |
| Locust, black | <i>Robinia pseudoacacia</i> | |
| Locust, honey | <i>Gleditsia triacanthos</i> | |
| Maple, red | <i>Acer rubrum</i> | |
| Maple, silver | <i>Acer sacharinum</i> | |
| Persimmon, common ³ | <i>Diospyros virginiana</i> | |
| Pine, loblolly ³ | <i>Pinus taeda</i> | |
| Poplar, yellow | <i>Liriodendron tulipifera</i> | |
| Sugarberry | <i>Celtis laevigata</i> | |
| Sumac | <i>Rhus</i> sp. | |
| Sycamore | <i>Acer pseudoplatanus</i> | |
| Tupelo, black | <i>Nyssa sylvatica</i> | |
| Willow | <i>Salix</i> spp. | |
| Blackberry/Dewberry ³ | <i>Rubus</i> spp. | |
| Buckthorn, common ³ | <i>Rhamnus carthartica</i> | |
| Oak, northern red | <i>Quercus borealis</i> | 16 |
| Pine, Virginia ² | <i>Pinus virginiana</i> | |
| Sassafras | <i>Sassafras albidum</i> | |
| Huisache | <i>Acacia farnesiana</i> | |
| Lotebush ³ | <i>Ziziphus obtusifolia</i> | |
| Mesquite | <i>Prosopis juliflora</i> | 18 |

¹See specific weed directions.

²Suppression: a visual reduction in weed competition (reduced population or vigor) as compared to an untreated area.

³Not for use in California.

Specific Weed Directions:

Kochia: For non-selective applications, tank mixing glyphosate with METHOD 240 SL HERBICIDE may improve control under dry conditions.

Cogongrass: In highways/roadsides turfgrass sites, apply METHOD 240SL HERBICIDE at a minimum rate of 8 fluid ounces per acre for seedhead suppression of cogongrass. For suppression of vegetative growth, apply 16 to 18 fluid ounces per acre. The addition of imazapyr may improve control. For best results, make applications in the fall, prior to frost. Note: cogongrass biotypes may differ in their response to applications of METHOD 240SL HERBICIDE.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage and disposal.

Pesticide Storage: Store product in original container only. Store in a cool, dry place.

Pesticide Disposal: Waste resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

CONTAINER HANDLING:

Refer to the Net Contents section of this product's labeling for the applicable "Nonrefillable Container" or "Refillable Container" designation.

Nonrefillable Rigid Plastic and Metal Containers (Capacity Equal to or Less Than 5 Gallons):

Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying.

Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

continued

STORAGE AND DISPOSAL *(continued)*

Nonrefillable Rigid Plastic and Metal Containers (Capacity Greater Than 5 Gallons): Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Nonrefillable Rigid Plastic and Metal Containers, e.g., Intermediate Bulk Containers [IBC] (Size or Shape Too Large to be Tipped, Rolled or Turned Upside Down): Nonrefillable container. Do not reuse or refill this container. Clean container promptly after emptying the contents from this container into application equipment or mix tank and before final disposal using the following pressure rinsing procedure. Insert a lance fitted with a suitable tank cleaning nozzle into the container and ensure that the water spray thoroughly covers the top, bottom, and all sides inside the container. The nozzle manufacturer generally provides instructions for the appropriate spray pressure, spray duration, and/or spray volume. If the manufacturer's instructions are not available, pressure rinse the container for at least 60 seconds using a minimum pressure of 30 PSI with a minimum rinse volume of 10% of the container volume. Drain, pour, or pump rinsate into application equipment or rinsate collection system. Repeat this pressure rinsing procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill or by incineration. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities.

All Refillable Containers: Refillable container. Refilling Container: Refill this container with METHOD 240SL HERBICIDE containing aminocyclopyrachlor potassium salt only. Do not reuse this container for any other purpose. Cleaning before refilling is the responsibility of the refiller. Prior to refilling, inspect carefully for damage such as cracks, punctures, abrasions, worn out threads and closure devices. If damage is found, do not use container; contact BAYER CROPSCIENCE LP at the number below for instructions. Check for leaks after refilling and before transporting. If leaks are found, do not reuse or transport container, contact BAYER CROPSCIENCE LP at the number below for instructions. Disposing of Container: Do not reuse this container for any other purpose other than refilling (see preceding). Cleaning the container before final disposal is the responsibility of the person disposing of the container. To clean the container before final disposal, use the following pressure rinsing procedure. Insert a lance fitted with a suitable tank cleaning nozzle into the container and ensure that the water spray thoroughly covers the top, bottom, and all sides inside the container. The nozzle manufacturer generally provides instructions for the appropriate spray pressure, spray duration, and/or spray volume. If the manufacturer's instructions are not available, pressure rinse the container for at least 60 seconds using a minimum pressure of 30 PSI with a minimum rinse volume of 10% of the container volume. Drain, pour, or pump rinsate into application equipment or rinsate collection system. Repeat this pressure rinsing procedure two more times. Then, for Plastic Containers, offer for recycling, if available, or puncture and dispose of in a sanitary landfill or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling, if available, or reconditioning, if appropriate, or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities.

Do not transport if container is damaged or leaking. If the container is damaged, leaking, or obsolete, or in the event of a major spill, fire, or other emergency, contact BAYER CROPSCIENCE LP at 1-800-334-7577, day or night.

CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY AND LIABILITY

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Ineffectiveness, plant injury, other property damage, as well as other unintended consequences may result because of factors beyond the control of Bayer CropScience LP. Those factors include, but are not limited to, weather conditions, presence of other materials or the manner of use or application. All such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Bayer CropScience LP is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP DISCLAIMS ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

LIMITATIONS OF LIABILITY: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT BAYER CROPSCIENCE LP'S ELECTION, THE REPLACEMENT OF PRODUCT.

Bayer (reg'd), the Bayer Cross (reg'd) and Method® are registered trademarks of Bayer.

For product information call: 1-800-331-2867

Produced for:
Bayer Environmental Science
A Division of Bayer CropScience LP
5000 CentreGreen Way, Suite 400
Cary, NC 27513

Bayer

DO NOT USE PLANT MATERIAL TREATED WITH METHOD® 240SL
HERBICIDE FOR MULCH OR COMPOST

Method[®]

240SL

HERBICIDE

Soluble Liquid
For Non-Crop Use

ACTIVE INGREDIENT:

By Weight

| | |
|---|------------|
| Potassium salt of aminocyclopyrachlor | |
| Potassium salt of 6-amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid* | 25% |
| OTHER INGREDIENTS: | 75% |

TOTAL: 100%

*Acid Equivalent: 6-Amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid - 2 pounds acid per gallon or 21.2%

EPA Reg. No. 432-1565

KEEP OUT OF REACH OF CHILDREN CAUTION

Not for sale, sale into, distribution, and/or use in Nassau and Suffolk counties of New York State.

See Panel for First Aid Instructions and Booklet for Complete
Precautionary Statements and Directions for Use.**FIRST AID**

| | |
|--------------------|--|
| If in eyes: | <ul style="list-style-type: none"> Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. |
|--------------------|--|

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-800-334-7577 for emergency medical treatment information.

PRECAUTIONARY STATEMENTS**HAZARDS TO HUMANS AND DOMESTIC ANIMALS
CAUTION**

Causes moderate eye irritation. Avoid contact with eyes or clothing. Mixers, loaders, and applicators must wear long-sleeved shirt and long pants, shoes plus socks. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters or rinsate.

Surface Water Advisory

This product may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soils and soils with shallow ground water. This product is classified as having high potential for reaching surface water via runoff for several months after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water features such as ponds, streams, and springs will reduce the potential loading of aminocyclopyrachlor from runoff water and sediment. Runoff of this product will be reduced by avoiding applications when rainfall is forecasted to occur within 48 hours.

Ground Water Advisory

Aminocyclopyrachlor has properties and characteristics associated with chemicals detected in ground water. This chemical may leach into ground water if used in areas where soils are permeable, particularly where the water table is shallow.

Nonrefillable Container
Net Contents**2.5 Gallons**

84099295 84942561C.170612AV2

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage and disposal.

Pesticide Storage: Store product in original container only. Store in a cool, dry place.**Pesticide Disposal:** Waste resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.**CONTAINER HANDLING:**

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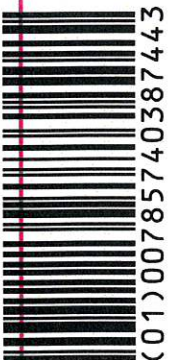
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Do not transport if container is damaged or leaking. If the container is damaged, leaking, or obsolete, or in the event of a major spill, fire, or other emergency, contact BAYER CROPSCIENCE LP at 1-800-334-7577, day or night.

Produced for:
Bayer Environmental Science
A Division of Bayer CropScience LP
5000 CentreGreen Way, Suite 400
Cary, NC 27513

Bayer



(01)00785740387443

PULL HERE TO OPEN

SAFETY DATA SHEET



METHOD® 240SL HERBICIDE

Version 3.0 / USA
102000030323

1/9
Revision Date: 05/07/2020
Print Date: 05/08/2020

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name METHOD® 240SL HERBICIDE
Product code (UVP) 84117099
SDS Number 102000030323
EPA Registration No. 432-1565

Relevant identified uses of the substance or mixture and uses advised against

Use Herbicide
Restrictions on use See product label for restrictions.

Information on supplier

Supplier Bayer Environmental Science
A division of Bayer CropScience LP
500 Centregreen Way, Suite 400
Cary, NC 27513
USA
Responsible Department Email: SDSINFO.BCS-NA@bayer.com
Emergency telephone no.
Emergency Telephone Number (24hr/ 7 days) 1-800-334-7577
Product Information Telephone Number 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

This material is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

| Hazardous Component Name | CAS-No. | Concentration % by weight |
|--------------------------|-------------|---------------------------|
| Aminocyclopyrachlor | 858956-08-8 | 21.2 |

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SECTION 4: FIRST AID MEASURES

Description of first aid measures

| | |
|-----------------------|---|
| General advice | When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment. |
| Inhalation | Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately. |
| Skin contact | Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately. |
| Eye contact | Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately. |
| Ingestion | Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended. |

Most important symptoms and effects, both acute and delayed

Symptoms To date no symptoms are known.

Indication of any immediate medical attention and special treatment needed

Treatment Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable Water spray, Foam, Dry chemical, Carbon dioxide (CO2)

Unsuitable High volume water jet

Special hazards arising from the substance or mixture Dangerous gases are evolved in the event of a fire.

Advice for firefighters

Special protective equipment for firefighters Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.

Further information Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.

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| | |
|---------------------------|-------------------|
| Flash point | > 100 °C |
| Auto-ignition temperature | No data available |
| Lower explosion limit | No data available |
| Upper explosion limit | No data available |
| Explosivity | Not applicable |

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions Keep unauthorized people away. Isolate hazard area. Avoid contact with spilled product or contaminated surfaces.

Methods and materials for containment and cleaning up

Methods for cleaning up Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Collect and transfer the product into a properly labelled and tightly closed container. Clean contaminated floors and objects thoroughly, observing environmental regulations.

Additional advice If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants. Use personal protective equipment.

Reference to other sections Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Handle and open container in a manner as to prevent spillage. Use only in area provided with appropriate exhaust ventilation.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.

Conditions for safe storage, including any incompatibilities

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Print Date: 05/08/2020

Requirements for storage areas and containers Store in original container. Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

No known occupational limit values.

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

Hand protection Chemical resistant nitrile rubber gloves

Eye protection Chemical resistant goggles must be worn.

Skin and body protection Wear long-sleeved shirt and long pants and shoes plus socks.

General protective measures Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water.
Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

| | |
|--------------------------------|------------------------------------|
| Appearance | brown |
| Physical State | Liquid clear |
| Odor | characteristic |
| Odour Threshold | No data available |
| pH | 6.9 (1 %) |
| Viscosity, kinematic | No data available |
| Vapor Pressure | No data available |
| Vapor Density (Air = 1) | No data available |
| Density | ca. 1.13 g/cm ³ (20 °C) |
| Evaporation rate | No data available |
| Boiling Point | No data available |

SAFETY DATA SHEET



METHOD® 240SL HERBICIDE

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| | |
|---|---------------------------------|
| Melting / Freezing Point | No data available |
| Water solubility | soluble |
| Minimum Ignition Energy | Not applicable |
| Decomposition temperature | Stable under normal conditions. |
| Self-accelerating decomposition temperature (SADT) | No data available |
| Partition coefficient: n-octanol/water | No data available |
| Flammability | No data available |
| Flash point | > 100 °C |
| Auto-ignition temperature | No data available |
| Lower explosion limit | No data available |
| Upper explosion limit | No data available |
| Explosivity | Not applicable |
| Particle size | No data available |

SECTION 10: STABILITY AND REACTIVITY

Reactivity

| | |
|---|--|
| Thermal decomposition | Stable under normal conditions. |
| Chemical stability | Stable under recommended storage conditions. |
| Possibility of hazardous reactions | No dangerous reaction known under conditions of normal use. |
| Conditions to avoid | Extremes of temperature and direct sunlight. |
| Incompatible materials | No incompatible materials known. |
| Hazardous decomposition products | No decomposition products expected under normal conditions of use. |

SECTION 11: TOXICOLOGICAL INFORMATION

| | |
|--------------------------|--|
| Exposure routes | Ingestion, Inhalation, Eye contact, Skin contact |
| Immediate Effects | |

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Eye May cause eye irritation.

Information on toxicological effects

| | |
|--|---|
| Acute oral toxicity | LD50 (Rat) > 5,000 mg/kg |
| Acute inhalation toxicity | LC50 (Rat) > 6.9 mg/l Exposure time: 4 h |
| Acute dermal toxicity | LD50 (Rat) > 5,000 mg/kg |
| Skin corrosion/irritation | No skin irritation (Rabbit) |
| Serious eye damage/eye irritation | No eye irritation (Rabbit) |
| Respiratory or skin sensitisation | Skin: Non-sensitizing. (Mouse) |

ACGIH

None.

NTP

None.

IARC

None.

OSHA

None.

Aspiration hazard

Based on available data, the classification criteria are not met.

Further information

Only acute toxicity studies have been performed on the formulated product.

SECTION 12: ECOLOGICAL INFORMATION

| | |
|--|--|
| Toxicity to fish | LC50 (Oncorhynchus mykiss (rainbow trout)) > 119 mg/l Exposure time: 96 h |
| Chronic toxicity to fish | Oncorhynchus mykiss (rainbow trout) NOEC: 11 mg/l Exposure time: 90 d |
| Toxicity to aquatic invertebrates | EC50 (Daphnia magna (Water flea)) 43 mg/l Exposure time: 96 h |
| Chronic toxicity to aquatic invertebrates | NOEC (Daphnia magna (Water flea)): 6 mg/l Exposure time: 21 d |

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| | |
|-----------------------------------|--|
| Toxicity to aquatic plants | EC50 (Anabaena flos-aquae (cyanobacterium)) > 7.4 mg/l Exposure time: 72 h EC50 (Anabaena flos-aquae (cyanobacterium)) > 119 mg/l Exposure time: 96 h |
| Environmental precautions | Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Apply this product as specified on the label. |

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

| | |
|-------------------------------|---|
| Product | Do not contaminate water, food, or feed by disposal. Dispose in accordance with all local, state/provincial and federal regulations. |
| Contaminated packaging | Do not re-use empty containers. Triple rinse containers. Consult state and local regulations regarding the proper disposal of container. Follow advice on product label and/or leaflet. |
| RCRA Information | Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply. |

SECTION 14: TRANSPORT INFORMATION

According to national and international transport regulations this material is not classified as dangerous goods / hazardous material.

| | |
|-------------------------|---|
| Freight Classification: | COMPOUNDS, TREE OR WEED KILLING, N.O.I. other than poison, HAVING A DENSITY OF 20 LBS OR GREATER PER CUBIC FOOT |
|-------------------------|---|

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 432-1565

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US Federal Regulations

TSCA list

| | |
|-------------------------------------|-----------|
| Water | 7732-18-5 |
| 1,2-Propanediol | 57-55-6 |
| potassium hydroxide; caustic potash | 1310-58-3 |

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

No export notification needs to be made.

SARA Title III - Section 302 - Notification and Information

Not applicable.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

This product does not contain any substances known to the State of California to cause cancer.

This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

| | | |
|-------------------------------------|-----------|------------------------|
| 1,2-Propanediol | 57-55-6 | MN, RI |
| potassium hydroxide; caustic potash | 1310-58-3 | CA, CT, IL, MN, NJ, RI |

None.

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Causes moderate eye irritation.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

| | |
|---------|---|
| 49CFR | Code of Federal Regulations, Title 49 |
| ACGIH | US. ACGIH Threshold Limit Values |
| ATE | Acute toxicity estimate |
| CAS-Nr. | Chemical Abstracts Service number |
| CERCLA | Comprehensive Environmental Response, Compensation, and Liability Act |
| EINECS | European inventory of existing commercial substances |
| ELINCS | European list of notified chemical substances |
| IARC | International Agency for Research on Cancer |
| IATA | International Air Transport Association |

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| | |
|--------|---|
| IMDG | International Maritime Dangerous Goods |
| N.O.S. | Not otherwise specified |
| NTP | US. National Toxicology Program (NTP) Report on Carcinogens |
| OECD | Organization for Economic Co-operation and Development |
| TDG | Transportation of Dangerous Goods |
| TWA | Time weighted average |
| UN | United Nations |
| WHO | World health organisation |

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 0 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 1 Flammability - 1 Physical Hazard - 0 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: The following sections have been revised: Section 15: Regulatory information. Reviewed and updated for general editorial purposes.

Revision Date: 05/07/2020

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.



Derigo®

HERBICIDE

Broadleaf Weeds • Grassy Weeds



**FORAMSULFURON &
IODOSULFURON-METHYL &
THIENCARBAZONE-METHYL**

GROUP 2 HERBICIDE

Used to manage weeds in Unimproved Warm-Season Grass Areas, Non-irrigation ditch banks, Pipelines, Highways, Airports, Railroads, Utility Rights-of-Way, Parks, Natural areas, Military installations, Restoration sites, Municipal sites, Manufacturing sites, Sewage disposal sites, Commercial sites, and Industrial sites. Also Used for Seedhead and Vegetative Growth Regulation of bahiagrass**.

ACTIVE INGREDIENTS:

| | |
|--|-------|
| Foramsulfuron (CAS Number 173159-57-4) | 24.0% |
| Iodosulfuron-methyl (CAS Number 144550-36-7) | 2.4% |
| Thiencarbazone-methyl (CAS Number 317815-83-1) | 10.0% |

OTHER INGREDIENTS:..... 63.6%

TOTAL:..... 100.0%

Derigo® Herbicide is formulated as a 36.4% water dispersible granule

EPA Reg. No. 432-1533 EPA Est. No. 000264-DEU-001

See Back Panel for First Aid Instructions and Booklet for Complete Precautionary Statements and Directions for Use.

STOP - READ THE LABEL BEFORE USE

KEEP OUT OF REACH OF CHILDREN

CAUTION

**Not for use in California.

**Net Contents
60 Ounces
(1.7Kg)**

**81785031
84127191C
191204AV1**

**Produced for:
Bayer Environmental Science
A Division of Bayer CropScience LP
5000 CentreGreen Way, Suite 400
Cary, NC 27513
Product of Germany**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.

(If you do not understand the label, find someone to explain it to you in detail.)

For **MEDICAL** and **TRANSPORTATION** Emergencies **ONLY** Call 24 Hours A Day 1-800-334-7577
For **PRODUCT USE** Information Call 1-800-331-2867

FIRST AID

| | |
|--------------------------------|---|
| If in eyes: | <ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.• Call a poison control center or doctor for treatment advice. |
| If on skin or clothing: | <ul style="list-style-type: none">• Take off contaminated clothing.• Rinse skin immediately with plenty of water for 15-20 minutes.• Call a poison control center or doctor for treatment advice. |
| If swallowed: | <ul style="list-style-type: none">• Immediately call a poison control center or doctor for treatment advice.• Do not induce vomiting unless told to do so by a poison control center or doctor.• Have person sip a glass of water if able to swallow.• Do not give anything by mouth to an unconscious person. |

For **MEDICAL** Emergencies Call 24 Hours A Day 1-800-334-7577. Have the product container or label with you when calling a poison control center or doctor or going for treatment.

PRECAUTIONARY STATEMENTS

HAZARD TO HUMANS AND DOMESTIC ANIMALS CAUTION

Harmful if swallowed or absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes, or on clothing. Wash thoroughly with soap and

water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

All mixers, loaders, applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Waterproof gloves

USER SAFETY RECOMMENDATIONS

Users should:

- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This product is toxic to non-target plants. Non-target plants may be adversely affected if the product is allowed to drift from the areas of application. Avoid spray drift from treated area. Do not apply when conditions favor drift from treated areas. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters or rinsate. Do not drain or rinse equipment near desirable vegetation. Refer to the Spray Drift Management section of this label for additional information.

SURFACE WATER ADVISORY

This product may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soils and soils with shallow ground water. This product is classified as having high potential for reaching surface water via runoff for weeks or more after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water features including ponds, streams, and springs will reduce the potential

loading of foramsulfuron and iodosulfuron-methyl from runoff water and sediment. Runoff of this product will be greatly reduced by avoiding applications when rainfall or irrigation is expected to occur within 48 hours.

GROUNDWATER ADVISORY

This product has properties and characteristics associated with chemicals detected in groundwater. This chemical may leach into groundwater if used in areas where soils are permeable, particularly where the water table is shallow.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the same area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

PRODUCT INFORMATION

PRODUCT USES

Derigo® Herbicide may be used as a foliar spray to control annual and perennial broadleaf weeds and grasses in unimproved warm season grasses including bermudagrass, centipedegrass, and zoysiagrass, and for use in bare ground sites. Unimproved grasses are grasses found in settings that are not well-maintained and DOES NOT include settings (e.g., sports fields, home lawns, golf courses) where the grass is maintained at a higher level through management practices including frequent mowing at short heights, and fertility. Derigo Herbicide can also be used to suppress seedheads and vegetative growth of bahiagrass** in order to reduce mowing requirements.

Derigo Herbicide controls weeds after they have germinated (postemergence) and will provide short-term residual control of some listed annual broadleaf and grassy weeds.

Derigo Herbicide may be used to manage weeds on private, public and military non-crop lands (e.g. pipelines, railroads, utility and highway rights-of-way), airports, parks, natural areas, restoration sites, municipal sites (e.g., waste

water treatment facilities and prisons facilities), commercial and industrial sites (e.g. oil refineries, distribution centers, and chemical plants).

**Not for use in California.

SYMPTOMS

Weed growth ceases within hours after a postemergence application. Symptoms progress from yellowing or reddening/purpling to eventual plant death within 1 to 4 weeks after application depending on the sensitivity of the weed and environmental conditions. Weed control is more rapid when average air temperatures are 65 degrees or greater, when soil moisture is adequate for weed growth, and when weeds are not under environmental stress.

WARM SEASON GRASS TOLERANCE

Derigo Herbicide can be used on the following types of low maintenance grasses: bermudagrass (*Cynodon dactylon*), centipedegrass (*Eremochloa ophioroides*), and zoysiagrass (*Zoysia* species). All of these species show good tolerance to this product, however, some temporary discoloration of certain warm-season grasses may occur to turf under stress from drought, disease, extreme cold or hot weather.

Derigo Herbicide will suppress bahiagrass** (*Paspalum notatum*) growth and seedhead development. Bahiagrass** may be temporarily discolored following application depending on bahiagrass** cultivars, herbicide rate, surfactant used, application timing, and environmental factors.

Other warm season grasses and their cultivars may be tolerant to this product, however tolerance testing needs to be done prior to use.

DO NOT use this product on cool-season grasses, including tall fescue, fine fescue, Kentucky bluegrass, perennial ryegrass, etc. unless control of these species is desired.

** Not for use in California.

MODE OF ACTION

Derigo Herbicide contains three active ingredients: thiencazuron-methyl, iodosulfuron-methyl-sodium, and foramsulfuron. These active ingredients inhibit acetolactate synthase (ALS), an enzyme responsible for the synthesis of amino

acids that are essential for plant growth. Some weed species have naturally occurring biotypes that are resistant to ALS-inhibiting herbicides.

RESISTANCE MANAGEMENT

Derigo Herbicide contains the active ingredients foramsulfuron, iodosulfuron-methyl, and thiencazuron-methyl which are Group 2 Herbicides based on the mode of action classification system of the Weed Science Society of America. When herbicides that affect the same biological site of action are used repeatedly over several years to control the same weed species in the same field, naturally-occurring resistant biotypes may survive a correctly applied herbicide treatment, propagate, and become dominant in that field. Adequate control of these resistant weed biotypes cannot be expected.

Follow the best management practices listed below to delay the development of herbicide resistant weeds.

- Fields should be scouted prior to application to identify the weed species present and their growth stage to determine if the intended application will be effective. Fields should be scouted after application to verify that the treatment was effective.
- Identify weeds present in the field through scouting and field history and understand their biology. The weed-control program should consider all of the weeds present.
- Suspected herbicide-resistant weeds may be identified by these indicators:
 - o Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
 - o A spreading patch of non-controlled plants of a particular weed species; and
 - o Surviving plants mixed with controlled individuals of the same species.
- Contact your local sales representative, crop advisor, or extension agent to find out if suspected resistant weeds to this MOA have been found in your region. If resistant biotypes of target weeds have been reported, use the application rates of this product specified for your local conditions. Tank mix products so that there are multiple effective mechanisms of actions for each target weed.

- Report any incidence of non-performance of this product against a particular weed species to your Bayer distributor, Bayer representative or call 1-800-331-2867.
- If resistance is suspected, treat weed escapes with an herbicide having a different mechanism of action and/or use non-chemical means to remove escapes, as practical, with the goal of preventing further seed production.
- Use a diversified approach toward weed management. Whenever possible incorporate multiple weed-control practices such as mechanical cultivation, biological management practices, and crop rotation.
- To the extent possible, do not allow weed escapes to produce seeds, roots, or tubers.
- Difficult to control weeds may require sequential applications of herbicides with differing mechanisms of action.
- Apply this herbicide at the correct timing and rate needed to control the most difficult weeds in the field.
- Use a broad spectrum soil-applied herbicide with a mechanism of action that differs from this product as a foundation in a weed-control program.
- Do not use more than two applications of this or any other herbicide with the same mechanism of action within a single growing season unless mixed with an herbicide with another mechanism of action with an overlapping spectrum for the difficult-to-control weeds.

MANDATORY SPRAY DRIFT

Ground Boom Applications:

- Apply with the nozzle height recommended by the manufacturer, but no more than 3 feet above the ground or target vegetation unless making applications to unimproved warm-season grass areas, in which case applicators may apply with a nozzle height no more than 4 feet above the crop or target vegetation.
- For applications prior to the emergence of crops and target weeds, applicators are required to use a Coarse or coarser droplet size (ASABE S572.1).

continued

MANDATORY SPRAY DRIFT *(continued)*

- For all other applications, applicators are required to use a Medium or coarser droplet size (ASABE S572.1).
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

Boom-less Ground Applications:

- Applicators are required to use a Medium or coarser droplet size (ASABE S572.1) for all applications.
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

SPRAY DRIFT ADVISORIES

Boom-less Ground Applications:

- Setting nozzles at the lowest effective height will help to reduce the potential for spray drift.

Handheld Technology Applications:

- Take precautions to minimize spray drift.

THE APPLICATOR IS RESPONSIBLE FOR AVOIDING OFF-SITE SPRAY DRIFT. BE AWARE OF NEARBY NON-TARGET SITES AND ENVIRONMENTAL CONDITIONS.

IMPORTANCE OF DROPLET SIZE

An effective way to reduce spray drift is to apply large droplets. Use the largest droplets that provide target pest control. While applying larger droplets will reduce spray drift, the potential for drift will be greater if applications are made improperly or under unfavorable environmental conditions.

Controlling Droplet Size – Ground Boom

- Volume - Increasing the spray volume so that larger droplets are produced will reduce spray drift. Use the highest practical spray volume for the application. If a greater spray volume is needed, consider using a nozzle with a higher flow rate.

- Pressure - Use the lowest spray pressure recommended for the nozzle to produce the target spray volume and droplet size.
- Spray Nozzle - Use a spray nozzle that is designed for the intended application. Consider using nozzles designed to reduce drift.

Controlling Droplet Size – Aircraft

- Adjust Nozzles - Follow nozzle manufacturers recommendations for setting up nozzles. Generally, to reduce fine droplets, nozzles should be oriented parallel with the airflow in flight.

BOOM HEIGHT – Ground Boom

Use the lowest boom height that is compatible with the spray nozzles that will provide uniform coverage. For ground equipment, the boom should remain level with the crop and have minimal bounce.

RELEASE HEIGHT - Aircraft

Higher release heights increase the potential for spray drift. When applying aerially to crops, do not release spray at a height greater than 10 ft above the crop canopy, unless a greater application height is necessary for pilot safety.

SHIELDED SPRAYERS

Shielding the boom or individual nozzles can reduce spray drift. Consider using shielded sprayers. Verify that the shields are not interfering with the uniform deposition of the spray on the target area.

TEMPERATURE AND HUMIDITY

When making applications in hot and dry conditions, use larger droplets to reduce effects of evaporation.

TEMPERATURE INVERSIONS

Drift potential is high during a temperature inversion. Temperature inversions are characterized by increasing temperature with altitude and are common on nights with limited cloud cover and light to no wind. The presence of an inversion can be indicated by ground fog or by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing. Avoid applications during temperature inversions.

WIND

Drift potential generally increases with wind speed. AVOID APPLICATIONS DURING GUSTY WIND CONDITIONS. Applicators need to be familiar with local wind patterns and terrain that could affect spray drift.

NON-TARGET ORGANISM ADVISORY

This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in areas adjacent to the treated area. Protect the forage and habitat of non-target organisms by minimizing spray drift. For further guidance and instructions on how to minimize spray drift, refer to the Spray Drift Management section of this label.

WINDBLOWN SOIL PARTICLES ADVISORY

Derigo Herbicide has the potential to move off-site due to wind erosion. Soils that are subject to wind erosion usually have a high silt and/or fine to very fine sand fractions and low organic matter content. Other factors which can affect the movement of windblown soil include the intensity and direction of prevailing winds, vegetative cover, site slope, rainfall, and drainage patterns. Avoid applying Derigo Herbicide if prevailing local conditions may be expected to result in off-site movement.

RESTRICTIONS

1. **DO NOT** apply more than a total of 6 ounces (0.090 lb foramsulfuron; 0.009 lb iodosulfuron-methyl; 0.0375 lb thien carbazole-methyl) product per acre per year (365 days).
2. **DO NOT** apply more than 6 ounces (0.090 lb foramsulfuron; 0.009 lb iodosulfuron-methyl; 0.0375 lb thien carbazole-methyl) of product per acre in a single application.
3. For Bahiagrass growth regulation, **DO NOT** apply more than a total of 3 ounces (0.045 lb foramsulfuron; 0.0045 lb iodosulfuron-methyl; 0.0188 lb thien carbazole-methyl) product per acre per year (365 days).
4. **DO NOT** make more than two applications of Derigo Herbicide to all use sites per year when using reduced application rates. Allow 4 to 6 weeks between applications.
5. **DO NOT** apply this product by air or through any type of irrigation system.

6. Apply this product to established warm season grasses only unless otherwise noted on the label.
7. Keep people and pets out of the area during application.
8. **DO NOT** allow people or pets to enter the treated areas until sprays have dried.
9. **DO NOT** use on residential turf, sod farms, golf courses, athletic fields or other improved turf settings.
10. **DO NOT** use Derigo Herbicide for weed control in pastures and hayfields.
11. **DO NOT** use this product on cool-season grass types, including tall fescue, fine fescue, Kentucky bluegrass, perennial ryegrass unless control of these species is desired.
12. **DO NOT** mow immediately after application or before spray has dried or weed control may be reduced. After treatment, do not transfer clippings to non-target areas.

Amount of active ingredients for select Derigo Herbicide rates.

| Derigo Herbicide Rate ounces/A | Foramsulfuron lb ai/A | Iodosulfuron-methyl lb ai/A | Thien carbazole-methyl lb ai/A |
|--------------------------------|-----------------------|-----------------------------|--------------------------------|
| 1.5 | 0.023 | 0.0023 | 0.0094 |
| 3 | 0.045 | 0.0045 | 0.0188 |
| 6 | 0.090 | 0.0090 | 0.0375 |

PRECAUTIONS

1. Rainfall within 2 hours of spray drying may result in reduced weed control and may necessitate retreatment.
2. Weeds need to be actively growing when the herbicide application is made. Mature, hardened-off weeds may not be controlled. Weed control may be reduced if application is made when weeds are dust covered or in the presence of heavy dew, fog, and mist/rain or when weeds are under stress due to drought.

3. Apply spray mixtures of this product within 5 days of mixing to avoid product degradation.

APPLICATION METHODS

Uniform, thorough spray coverage of the targeted weeds with properly calibrated spray equipment is important to achieve consistent weed control. Derigo Herbicide may be applied by broadcast or spot applications.

Broadcast Application

Apply Derigo Herbicide at a rate of 3 to 6 ounces per acre as a broadcast spray to control the weeds listed in the WEEDS CONTROLLED Section of the label. **DO NOT** exceed the maximum amount of 6 ounces per acre of this product per year applied as a broadcast spray. For broadcast applications, use a minimum of 10 gallons of water per acre. A higher spray volume may be necessary to obtain adequate spray coverage of targeted weeds for control in dense weed populations.

Spot Application/ Directed Spay

Apply with a hand held or high volume application sprayer. Apply a spray solution consisting of 3-6 ounces product per 25 to 100 gallons as directed spray to targeted weeds until wet. For spot treatment, **DO NOT** treat more than 10,000 sq. ft. per acre of treated area.

Non-Irrigation Ditch Banks

It is permissible to treat non-irrigation ditch banks and transitional areas between upland and lowland sites. Derigo Herbicide can be used to the water's edge. **DO NOT** apply directly to water and take precautions to minimize spray drift onto water. Refer to spray drift management section of this label for more information.

USE OF SPRAY ADJUVANTS

Derigo Herbicide is a water dispersible granule (WDG) that requires the use of a surfactant for maximum weed control. Use the spray adjuvant(s) as specified in the WEED CONTROL section of this label or follow the directions below.

- Use a non-ionic surfactant (NIS) at 0.25 to 0.5% v/v of the spray solution that is at least 80% active material. **DO NOT** exceed 1 quart of NIS per acre

as injury to desirable grass species may occur.

- Use of a spray adjuvant containing an organosilicone surfactant is **NOT** advised.
- For difficult-to-control weeds and perennial grasses, use 0.5 to 1% v/v of a methylated seed oil (MSO) containing at least 80% methylated seed oil.
- The addition of ammonium sulfate (AMS) or urea ammonium nitrate (UAN) has been shown to improve control of some difficult-to-control weeds. Use a spray grade AMS (1.5 to 3 lb/A) for areas of high relative humidity or use (UAN) (1.5-2 Qt/A) in areas of low relative humidity.
- Application of Derigo Herbicide with a spray adjuvant or nitrogen-containing fertilizers when temperatures are above 90 degrees or when desirable grasses are under stress may cause injury.

MIXING, COMPATIBILITY, AND CLEANUP

Spray Solution pH

It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

The efficacy of this product may be affected by the pH of the spray solution. A pH near 7.0 is ideal. If the pH is <6 and if product spray solution is not to be used within 24 hours, add a suitable buffer.

Mixing Instructions

This product must be applied with clean and properly calibrated equipment. Prior to adding this product, ensure that the spray tank, filters, and nozzles have been thoroughly cleaned. Prepare only as much spray mixture as needed for application on the same day.

1. Fill spray tank with 25% to 50% of the required volume of water, and begin agitation prior to the addition of this product.
2. Before filling or adding any additional products, ensure full dispersion of this product.

3. If this product is applied in a tank mixture with other products, add this product to the spray tank first and ensure it is thoroughly dispersed before adding other products.
4. Continue to fill the spray tank with water to the desired volume and agitate while adding spray adjuvants or nitrogen fertilizers.
5. Continue agitation during application to ensure a uniform spray mixture.

Compatibility

If this product is to be tank-mixed with other products, it is advised that a compatibility test be done prior to mixing. To test for compatibility, use a small container and mix a small amount (0.5 to 1 qt) of spray, combining all ingredients in the same ratio as the anticipated use. If any indications of physical incompatibility develop (precipitation, settling, changes in color) do not use this mixture for spraying. Indications of incompatibility may occur within 5-15 minutes after mixing. Read and follow the label of each tank mix product used for precautionary statements, directions for use, geographic and other restrictions.

Tank Cleanup Procedure

1. Drain the tank completely, then wash out tank, boom, and hoses with clean water. Drain again.
2. Fill the tank half-full with clean water and add ammonia (i.e. 3% domestic ammonia solution) at a dilution rate of 1% (i.e. 1 gallon of domestic ammonia for every 100 gallons of rinsate). Completely fill the tank with water. Agitate/re-circulate and flush through boom and hoses. Leave agitation on for 10 minutes. Drain tank completely.
3. Repeat Step 2.
4. Remove nozzles and screens and soak them in a 1% ammonia solution. Inspect nozzles and screens and remove visible residues.
5. Flush tank, boom, and hoses with clean water.
6. Inspect tank for visible residues. If present, repeat Step 2.

WEED CONTROL INFORMATION

This product may be used to control a variety of broadleaf weeds and grasses in warm season perennial grasses listed on this label. Apply this product to

susceptible weeds as listed in the Weed Control section of this label. For certain perennial and difficult to control annual weeds, a repeat application may be needed 4 to 6 weeks later if regrowth is observed. Total amount of product applied in a calendar year (365 days) must not exceed 6 ounces of product per acre.

VASEYGRASS, DALLISGRASS, and JOHNSONGRASS CONTROL

For best results, apply this product in combination with MSO at 0.5 to 1% v/v and apply as a broadcast, spot application, or directed spray. Make a second application if regrowth is observed 30 to 60 days later. Applications made in the fall generally provide better control of dallisgrass than at other times of the year.

BAHIAGRASS GROWTH REGULATION**

Derigo Herbicide may be applied as a broadcast spray to bahiagrass at a rate of 1.5 to 3 ounces per acre to suppress foliar and seedhead growth. Higher use rates, including those used for weed control (greater than 3 ounces per acre), may cause unacceptable bahiagrass discoloration. For optimum results, apply after bahiagrass green-up and avoid applications when bahiagrass is under visible signs of stress due to drought or other environmental factors. Length of growth regulation will depend on use rate, bahiagrass cultivar, and environmental conditions.

**Not for use in California.

TANK-MIXES

Derigo Herbicide may be tank-mixed with (but not limited to) the following herbicides to provide extended residual control or improved postemergence weed control: Esplanade® 200SC Herbicide (EPA Reg. No. 432-1516 containing indaziflam), aminopyralid, aminocyclopyrachlor, glyphosate, triclopyr.

When using Derigo Herbicide in combination with other herbicides, follow the precautions restrictions and directions of both labels. When using new tank mixtures with Derigo Herbicide, test physical and biological compatibility prior to use.

USE RATES FOR WEED CONTROL

Apply this product at a rate of 3 to 6 ounces per acre as a broadcast spray or apply at a rate of 3 to 6 ounces per 25 to 100 gallons as a directed spray to control the weeds listed below. Some weed species and more mature weed growth stage may require repeat applications and/or use of the higher use rate on this product label even under ideal conditions for application.

Broadleaf Weeds Controlled

| Common Name | Scientific Name |
|--|---------------------------------|
| American burnweed, Fireweed | <i>Erechtites hieraciifolia</i> |
| Annual lespedeza | <i>Lespedeza striata</i> |
| Asiatic hawksbeard | <i>Youngia japonica</i> |
| Birdseye pearlwort | <i>Sagina procumbens</i> |
| Black medic, hop medic | <i>Medicago lupulina</i> |
| Black nightshade | <i>Solanum nigrum</i> |
| Blackseed plantain | <i>Plantago rugelii</i> |
| Blue mustard | <i>Chorispora tenella</i> |
| Bracted plantain | <i>Plantago aristata</i> |
| Broadleaf plantain, common plantain | <i>Plantago major</i> |
| Buckhorn plantain, narrowleaf plantain | <i>Plantago lanceolata</i> |
| Burcucumber | <i>Sicyos angulatus</i> |
| Burdock | <i>Arctium spp.</i> |
| Buttercup | <i>Ranunculus spp.</i> |
| California burclover | <i>Medicago polymorpha</i> |
| Chamomile, scentless | <i>Matricaria inodora</i> |

continued

Broadleaf Weeds Controlled (continued)

| Common Name | Scientific Name |
|-----------------------------------|----------------------------------|
| Canada thistle** | <i>Cirsium arvense</i> |
| Canada toadflax | <i>Linaria canadensis</i> |
| Carolina dichondra, Dichondra* | <i>Dichondra carolinensis</i> |
| Carolina falsedandelion | <i>Pyrrhopappus carolinianus</i> |
| Carolina geranium, wild geranium* | <i>Geranium carolinianum</i> |
| Carpetweed | <i>Mollugo verticillata</i> |
| Catsear dandelion | <i>Hypochoeris radicata</i> |
| Chamberbitter | <i>Phyllanthus urinaria</i> |
| Common chickweed | <i>Stellaria media</i> |
| Common lambsquarter* | <i>Chenopodium album</i> |
| Common purslane* | <i>Portulaca oleracea</i> |
| Common ragweed | <i>Ambrosia artemisiifolia</i> |
| Common sunflower | <i>Helianthus annuus</i> |
| Common vetch | <i>Vicia sativa</i> |
| Common waterhemp | <i>Amaranthus rudis</i> |
| Corn speedwell | <i>Veronica arvensis</i> |
| Creeping beggarweed | <i>Desmodium canum</i> |
| Creeping speedwell | <i>Veronica filiformis</i> |
| Curly dock | <i>Rumex crispus</i> |
| Cutleaf evening primrose | <i>Oenothera laciniata</i> |
| Dandelion, common | <i>Taraxacum officinale</i> |

continued

Broadleaf Weeds Controlled (continued)

| Common Name | Scientific Name |
|------------------------------|---|
| Dogfennel | <i>Eupatorium capillifolium</i> |
| Dollarweed, Pennywort* | <i>Hydrocotyle spp.</i> |
| Eastern black nightshade | <i>Solanum ptychanthum</i> |
| Entireleaf morningglory | <i>Ipomoea hederacea</i> var. <i>integriscula</i> |
| Facelis, trampweed | <i>Facelis retusa</i> |
| Field madder | <i>Sherardia arvensis</i> |
| Field pansy, Johnny jump-up* | <i>Viola rafinesquil/bicolor</i> |
| Field pepperweed | <i>Lepidium campestre</i> |
| Field pennycress | <i>Thlaspi arvense</i> |
| Field violet, wild pansy | <i>Viola arvensis</i> |
| Fleabane | <i>Erigeron spp</i> |
| Florida betony | <i>Stachys floridana</i> |
| Florida pusley | <i>Richardia scabra</i> |
| Giant ragweed | <i>Ambrosia trifida</i> |
| Ground ivy | <i>Glechoma hederacea</i> |
| Hairy bittercress | <i>Cardamine hirsuta</i> |
| Hairy nightshade | <i>Solanum villosum</i> |
| Heartwing sorrel | <i>Rumex hastatulus</i> |
| Heath aster* | <i>Aster ericoides</i> |
| Hemp sesbania | <i>Sesbania exaltata</i> |

continued

Broadleaf Weeds Controlled (continued)

| Common Name | Scientific Name |
|--------------------------|----------------------------------|
| Hempnettle | <i>Galeopsis spp.</i> |
| Henbit | <i>Lamium amplexicaule</i> |
| Hop clovers | <i>Trifolium spp.</i> |
| Horsenettle | <i>Solanum carolinense</i> |
| Horse purslane | <i>Trianthema portulacastrum</i> |
| Horseweed (marestail)** | <i>Conyza canadensis</i> |
| Ivyleaf morningglory | <i>Ipomoea hederacea</i> |
| Khakiweed* | <i>Alternanthera caracasana</i> |
| Knawel | <i>Scleranthus annuus</i> |
| Lady's Mantle | <i>Alchemilla mollis</i> |
| Lawn burweed, spurweed | <i>Soliva sessilis</i> |
| Mouse-ear chickweed | <i>Cerastium glomeratum</i> |
| Oxeye daisy | <i>Leucanthemum vulgare</i> |
| Paleseed plantain | <i>Plantago virginica</i> |
| Palmer amaranth | <i>Amaranth palmeri</i> |
| Parsley piert | <i>Aphanes microcarpa</i> |
| Pennsylvania smartweed** | <i>Polygonum pennsylvanicum</i> |
| Pitted morningglory | <i>Ipomoea lacunosa</i> |
| Poison hemlock | <i>Corium maculatum</i> |
| Pokeweed, common | <i>Phytolacca americana</i> |
| Poorjoe* | <i>Diodia teres</i> |

continued

Broadleaf Weeds Controlled (continued)

| Common Name | Scientific Name |
|-----------------------|--------------------------------|
| Prickly sida* | <i>Sida spinosa</i> |
| Prostrate knotweed | <i>Polygonum aviculare</i> |
| Prostrate spurge | <i>Chamaesyce maculata</i> |
| Purple cudweed | <i>Gnaphalium purpureum</i> |
| Purple deadnettle | <i>Lamium purpureum</i> |
| Rabbitfoot clover | <i>Trifolium arvense</i> |
| Red sorrel | <i>Rumex acetosella</i> |
| Redroot pigweed | <i>Amaranth retroflexus</i> |
| Russian thistle | <i>Salsola tragus</i> |
| Shepherd's purse | <i>Capsella bursa-pastoris</i> |
| Sicklepod | <i>Senna obtusifolia</i> |
| Slender aster | <i>Aster gracillis</i> |
| Southern brassbuttons | <i>Cotula australis</i> |
| Spiny sowthistle | <i>Sonchus asper</i> |
| Sprawling horseweed | <i>Calyptocarpus vialis</i> |
| Swinecress | <i>Coronopus didymus</i> |
| Tansy mustard | <i>Descurainia pinnata</i> |
| Turnipweed | <i>Rapistrum rugosum</i> |
| Velvetleaf | <i>Abutilon theophrasti</i> |
| Venus looking-glass | <i>Triodanis perfoliata</i> |
| Virginia buttonweed* | <i>Diodia virginiana</i> |

continued

Broadleaf Weeds Controlled (continued)

| Common Name | Scientific Name |
|----------------------------|-------------------------------|
| Virginia dwarf dandelion | <i>Krigia virginica</i> |
| Western ragweed | <i>Ambrosia psilostachya</i> |
| White clover | <i>Trifolium repens</i> |
| White mustard | <i>Brassica alba</i> |
| White sweet clover | <i>Melilotus alba</i> |
| Whiteleaf sage | <i>Salvia leucophylla</i> |
| Wild buckwheat | <i>Polygonum convolvulus</i> |
| Wild carrot | <i>Daucus carota</i> |
| Wild garlic | <i>Allium vineale</i> |
| Wild lettuce | <i>Lactuca canadensis</i> |
| Wild mustard | <i>Brassica kaber</i> |
| Wild onion | <i>Allium canadense</i> |
| Wild parsley | <i>Lomatium foeniculaceum</i> |
| Wild radish | <i>Raphanus raphanistrum</i> |
| Yellow rocket | <i>Barbarea vulgaris</i> |
| Yellow woodsorrel, Oxalis* | <i>Oxalis stricta</i> |

**Not for use in California.

Grassy Weeds and Sedges Controlled

| Common Name | Scientific Name |
|-----------------------------|--------------------------------|
| Annual bluegrass | <i>Poa annua</i> |
| Annual ryegrass | <i>Lolium multiflorum</i> |
| Barnyardgrass | <i>Echinochloa crusgalli</i> |
| Broadleaf signalgrass | <i>Urochloa platyphylla</i> |
| Browntop millet | <i>Brachiaria ramosa</i> |
| Carpetgrass | <i>Axonopus affinis</i> |
| Common millet, proso millet | <i>Panicum miliaceum</i> |
| Giant foxtail | <i>Setaria faberi</i> |
| Goosegrass | <i>Eleusine indica</i> |
| Green foxtail | <i>Setaria viridis</i> |
| Gophertail lovegrass | <i>Eragrostis ciliaris</i> |
| Green kyllinga | <i>Kyllinga brevifolia</i> |
| Dallisgrass* | <i>Paspalum dilatatum</i> |
| Doveweed | <i>Murdannia nudiflora</i> |
| Fall panicum | <i>Panicum dichotomiflorum</i> |
| Field sandbur | <i>Cenchrus incertus</i> |
| Johnsongrass* | <i>Sorghum halepense</i> |
| Large crabgrass* | <i>Digitaria sanguinalis</i> |
| Quackgrass | <i>Agropyron repens</i> |
| Red fescue | <i>Festuca rubra</i> |
| Rattail fescue | <i>Vulpia myuros</i> |

continued

Grassy Weeds and Sedges Controlled (continued)

| Common Name | Scientific Name |
|-------------------------------|----------------------------|
| Rescuegrass* | <i>Bromus catharticus</i> |
| Shattercane | <i>Sorghum bicolor</i> |
| Stinkgrass | <i>Eragrostis ciliaris</i> |
| Switchgrass | <i>Panicum virgatum</i> |
| Tall fescue | <i>Festuca arundinacea</i> |
| Texas panicum | <i>Panicum texanum</i> |
| Thin paspalum, bull paspalum* | <i>Paspalum setaceum</i> |
| Vaseygrass* | <i>Paspalum urvillei</i> |
| Wild oat | <i>Avena fatua</i> |
| Yellow foxtail | <i>Setaria lutescens</i> |

* Weeds may require a second application of this product for acceptable control. The degree of weed control varies with rate, weed size or stage of growth, and environmental conditions before and following treatment. If weeds are showing signs of recovery, make a second application 4 to 6 weeks after the first. **DO NOT** exceed 6 ounces of product per acre per year (365 days) for all applications.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

PESTICIDE STORAGE

Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area.

PESTICIDE DISPOSAL

Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

CONTAINER HANDLING

Non-refillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Offer for recycling, if available or reconditioning, or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY AND LIABILITY

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Ineffectiveness, plant injury, other prop-

erty damage, as well as other unintended consequences may result because of factors beyond the control of Bayer CropScience LP. Those factors include, but are not limited to, weather conditions, presence of other materials or the manner of use or application. All such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Bayer CropScience LP is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP DISCLAIMS ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

LIMITATIONS OF LIABILITY: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT BAYER CROPSCIENCE LP'S ELECTION, THE REPLACEMENT OF PRODUCT.

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Derigo® HERBICIDE

ACTIVE INGREDIENTS:

Foramsulfuron (CAS Number 173159-57-4).....**24.0%**
 Iodosulfuron-methyl (CAS Number 144550-36-7).....**2.4%**
 Thien carbazono-methyl (CAS Number 317815-83-1)**10.0%**

OTHER INGREDIENTS:.....63.6%

TOTAL:.....100.0%

Derigo® Herbicide is formulated as a 36.4% water dispersible granule
EPA Reg No. 432-1533 EPA Est. No. 000264-DEU-001

STOP - READ THE LABEL BEFORE USE KEEP OUT OF REACH OF CHILDREN CAUTION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
 (If you do not understand the label, find someone to explain it to you in detail.)

See Panel for First Aid Instructions and Booklet for Complete
 Precautionary Statements and Directions for Use.

Net Contents:
60 Ounces
(1.7Kg)
81785031
8412719C 191204AV1

Produced for:
Bayer Environmental Science
A Division of Bayer CropScience LP
5000 CentreGreen Way, Suite 400
Cary, NC 27513
Product of Germany

| | | |
|--|----------------|------------------|
| FORAMSULFURON & IODOSULFURON-METHYL & THIENCARBAZONE-METHYL | GROUP 2 | HERBICIDE |
|--|----------------|------------------|

For MEDICAL and TRANSPORTATION Emergencies ONLY Call 24 Hours A Day 1-800-334-7577
For PRODUCT USE Information Call 1-800-331-2867

| FIRST AID | |
|--|--|
| If in eyes: | <ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice. |
| If on skin or clothing: | <ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice. |
| If swallowed: | <ul style="list-style-type: none"> • Immediately call a poison control center or doctor for treatment advice. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Have person sip a glass of water if able to swallow. • Do not give anything by mouth to an unconscious person. |
| For MEDICAL Emergencies Call 24 Hours A Day 1-800-334-7577. Have the product container or label with you when calling a poison control center or doctor or going for treatment. | |

Bayer

SAFETY DATA SHEET



DERIGO™ HERBICIDE

Version 2.0 / USA
102000025797

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Revision Date: 10/14/2020
Print Date: 10/15/2020

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name DERIGO™ HERBICIDE
Product code (UVP) 80555180
SDS Number 102000025797
EPA Registration No. 432-1533

Relevant identified uses of the substance or mixture and uses advised against

Use Herbicide
Restrictions on use See product label for restrictions.

Information on supplier

Supplier Bayer Environmental Science
A division of Bayer CropScience LP
5000 Centregreen Way, Suite 400
Cary, NC 27513
USA
Responsible Department Email: SDSINFO.BCS-NA@bayer.com

Emergency telephone no.
Emergency Telephone Number (24hr/ 7 days) 1-800-334-7577
Product Information Telephone Number 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200
Carcinogenicity: Category 1B
Combustible dust

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Danger

Hazard statements
May cause cancer.

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May form combustible dust concentrations in air.
Conduct Dust Hazard Assessment (DHA).

Precautionary statements

Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
Wear protective gloves/ protective clothing/ eye protection/ face protection.
IF exposed or concerned: Get medical advice/ attention.
Store locked up.
Dispose of contents/container in accordance with local regulation.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

| Hazardous Component Name | CAS-No. | Concentration % by weight |
|--|-------------|---------------------------|
| Foramsulfuron | 173159-57-4 | 24.0 |
| Iodosulfuron-methyl-sodium | 144550-36-7 | 2.4 |
| Thiencarbazone-methyl | 317815-83-1 | 10.0 |
| Sulfonated aromatic polymer, sodium salt | 68425-94-5 | 13.5 |
| Crystalline quartz (respirable) | 14808-60-7 | 0.4 |

SECTION 4: FIRST AID MEASURES

Description of first aid measures

| | |
|-----------------------|---|
| General advice | When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment. |
| Inhalation | Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately. |
| Skin contact | Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately. |
| Eye contact | Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately. |
| Ingestion | Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended. |

Most important symptoms and effects, both acute and delayed

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| | |
|---|--|
| Symptoms | No symptoms known or expected. |
| Indication of any immediate medical attention and special treatment needed | |
| Treatment | Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended. |

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

| | |
|-------------------|--|
| Suitable | Water spray, Carbon dioxide (CO ₂), Foam, Sand |
| Unsuitable | High volume water jet |

Special hazards arising from the substance or mixture In the event of fire the following may be released:, Hydrogen cyanide (hydrocyanic acid), Hydrogen iodide (HI), Carbon monoxide (CO), Nitrogen oxides (NO_x), Sulphur oxides

Advice for firefighters

Special protective equipment for firefighters In the event of fire and/or explosion do not breathe fumes. Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.

Further information

Contain the spread of the fire-fighting media. Do not allow run-off from fire fighting to enter drains or water courses. Collect contaminated fire extinguishing water separately. This must not be discharged into drains.

| | |
|----------------------------------|---|
| Flash point | No data available |
| Auto-ignition temperature | No data available |
| Lower explosion limit | No data available |
| Upper explosion limit | No data available |
| Explosivity | Not explosive 92/69/EEC, A.14 / OECD 113 |
| Dust explosion class | capable of causing a dust explosion (modified Hartmann tube, ignition with glow spiral) |

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SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions Keep unauthorized people away. Isolate hazard area. Avoid contact with spilled product or contaminated surfaces.

Methods and materials for containment and cleaning up

Methods for cleaning up Sweep up or vacuum up spillage and collect in suitable container for disposal. Clean contaminated floors and objects thoroughly, observing environmental regulations.

Additional advice Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.

Reference to other sections Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Use only in area provided with appropriate exhaust ventilation.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area. Keep away from direct sunlight.

Advice on common storage Keep away from food, drink and animal feedingstuffs.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

| Components | CAS-No. | Control parameters | Update | Basis |
|----------------------------|-------------|-------------------------------|--------|----------|
| Foramsulfuron | 173159-57-4 | 10 mg/m ³ (TWA) | | OES BCS* |
| Iodosulfuron-methyl-sodium | 144550-36-7 | 1 mg/m ³ (TWA) | | OES BCS* |

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| | | | | |
|--|-------------|--|---------|-----------|
| Thiocarbazono-methyl | 317815-83-1 | 10 mg/m3 (TWA) | | OES BCS* |
| Crystalline quartz (respirable) (Respirable fraction.) | 14808-60-7 | 0.025 mg/m3 (TWA) | 02 2012 | ACGIH |
| Crystalline quartz (respirable) (Respirable dust.) | 14808-60-7 | 0.05 mg/m3 (REL) | 2016 | NIOSH |
| Crystalline quartz (respirable) | 14808-60-7 | 0.05 mg/m3 (TWA) | 03 2016 | OSHA |
| Crystalline quartz (respirable) | 14808-60-7 | 0.025 mg/m3 (OSHA_ACT) | 03 2016 | OSHA |
| Crystalline quartz (respirable) (Respirable dust.) | 14808-60-7 | 0.05 mg/m3 (PEL) | 03 2016 | OSHA Z1 |
| Crystalline quartz (respirable) (Respirable dust.) | 14808-60-7 | 0.050 mg/m3 (TWA) | 01 2019 | TN OEL |
| Crystalline quartz (respirable) (Respirable dust.) | 14808-60-7 | 0.05 mg/m3 (TWA PEL) | 10 2016 | US CA OEL |
| Crystalline quartz (respirable) (Respirable.) | 14808-60-7 | 2.4millions of particles per cubic foot of air (TWA) | 2000 | Z3 |
| Crystalline quartz (respirable) (Respirable.) | 14808-60-7 | 0.1 mg/m3 (TWA) | 2000 | Z3 |

*OES BCS: Internal Bayer AG, Crop Science Division "Occupational Exposure Standard"

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection

When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

Hand protection

Chemical resistant nitrile rubber gloves

Eye protection

Safety glasses with side-shields

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| | |
|------------------------------------|---|
| Skin and body protection | Wear long-sleeved shirt and long pants and shoes plus socks. |
| General protective measures | Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry. |

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

| | |
|---|---|
| Form | water-dispersible granules |
| Colour | beige |
| Odour | weak |
| Odour Threshold | No data available |
| pH | 8.5 - 9.5 (1 %) (23 °C) (deionized water) |
| Melting point/range | No data available |
| Boiling Point | No data available |
| Flash point | No data available |
| Flammability | The product is not highly flammable. |
| Auto-ignition temperature | No data available |
| Ignition temperature | 375 °C |
| Minimum ignition energy | > 1,000 mJ |
| Self-accelerating decomposition temperature (SADT) | No data available |
| Upper explosion limit | No data available |
| Lower explosion limit | No data available |
| Dust explosion class | capable of causing a dust explosion (modified Hartmann tube, ignition with glow spiral) |
| Vapour pressure | No data available |
| Evaporation rate | No data available |
| Relative vapour density | No data available |
| Relative density | No data available |
| Density | No data available |
| Bulk density | ca. 0.73 g/ml (bulk density tapped) |
| Water solubility | dispersible |

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| | |
|---|--|
| Partition coefficient: n-octanol/water | Foramsulfuron: log Pow: 0.60 Iodosulfuron-methyl-sodium: log Pow: -0.7 Thiencarbazone-methyl: log Pow: -0.13 |
| Viscosity, dynamic | No data available |
| Viscosity, kinematic | No data available |
| Oxidizing properties | No oxidizing properties |
| Explosivity | Not explosive 92/69/EEC, A.14 / OECD 113 |
| Dust content | nearly dust-free |
| Other information | Further safety related physical-chemical data are not known. |

SECTION 10: STABILITY AND REACTIVITY

Reactivity

| | |
|---|--|
| Thermal decomposition | Stable under normal conditions. |
| Chemical stability | Stable under recommended storage conditions. |
| Possibility of hazardous reactions | No hazardous reactions when stored and handled according to prescribed instructions. |
| Conditions to avoid | Extremes of temperature and direct sunlight. |
| Incompatible materials | No incompatible materials known. |
| Hazardous decomposition products | No decomposition products expected under normal conditions of use. |

SECTION 11: TOXICOLOGICAL INFORMATION

| | |
|---|---|
| Exposure routes | Eye contact, Skin contact, Ingestion |
| Immediate Effects | |
| Eye | No eye irritation |
| Skin | No skin irritation |
| Ingestion | Harmful if swallowed. |
| Information on toxicological effects | |
| Acute oral toxicity | LD50 (Rat) > 2,000 mg/kg |
| Acute inhalation toxicity | LC50 (Rat) > 5.02 mg/l Exposure time: 4 h Determined in the form of a respirable aerosol. |

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| | |
|--|--|
| Acute dermal toxicity | LD50 (Rat) > 2,000 mg/kg |
| Skin corrosion/irritation | No skin irritation (Rabbit) |
| Serious eye damage/eye irritation | No eye irritation (Rabbit) |
| Respiratory or skin sensitisation | Skin: Non-sensitizing. (Mouse) OECD Test Guideline 429, local lymph node assay (LLNA) |

Assessment STOT Specific target organ toxicity – single exposure

Foramsulfuron: Based on available data, the classification criteria are not met.
Iodosulfuron-methyl-sodium: Based on available data, the classification criteria are not met.
Thiencarbazone-methyl: Based on available data, the classification criteria are not met.

Assessment STOT Specific target organ toxicity – repeated exposure

Foramsulfuron did not cause specific target organ toxicity in experimental animal studies.
Iodosulfuron-methyl-sodium did not cause specific target organ toxicity in experimental animal studies.
Thiencarbazone-methyl did not cause specific target organ toxicity in experimental animal studies.

Assessment mutagenicity

Foramsulfuron was not mutagenic or genotoxic based on the overall weight of evidence in a battery of in vitro and in vivo tests.
Iodosulfuron-methyl-sodium was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.
Thiencarbazone-methyl was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Foramsulfuron was not carcinogenic in lifetime feeding studies in rats and mice.
Iodosulfuron-methyl-sodium was not carcinogenic in lifetime feeding studies in rats and mice.
Thiencarbazone-methyl was not carcinogenic in a lifetime feeding study in rats. Thiencarbazone-methyl caused at high dose levels an increased incidence of tumours in mice in the following organ(s): urinary bladder. The tumours seen with Thiencarbazone-methyl were caused through the chronic irritation due to the presence of bladder stones.

ACGIH

| | | |
|---------------------------------|------------|----------|
| Crystalline quartz (respirable) | 14808-60-7 | Group A2 |
|---------------------------------|------------|----------|

NTP

| | |
|---------------------------------|------------|
| Crystalline quartz (respirable) | 14808-60-7 |
|---------------------------------|------------|

IARC

| | | |
|---------------------------------|------------|-----------------------|
| Crystalline quartz (respirable) | 14808-60-7 | Overall evaluation: 1 |
|---------------------------------|------------|-----------------------|

OSHA

None.

Assessment toxicity to reproduction

Foramsulfuron did not cause reproductive toxicity in a two-generation study in rats.
Iodosulfuron-methyl-sodium did not cause reproductive toxicity in a two-generation study in rats.
Thiencarbazone-methyl did not cause reproductive toxicity in a two-generation study in rats.

Assessment developmental toxicity

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Foramsulfuron did not cause developmental toxicity in rats and rabbits.
Iodosulfuron-methyl-sodium did not cause developmental toxicity in rats and rabbits.
Thiencarbazone-methyl did not cause developmental toxicity in rats and rabbits.

Aspiration hazard

Based on available data, the classification criteria are not met.

Further information

Only acute toxicity studies have been performed on the formulated product.
The non-acute information pertains to the active ingredient(s).

SECTION 12: ECOLOGICAL INFORMATION

| | |
|---|--|
| Toxicity to fish | LC50 (Oncorhynchus mykiss (rainbow trout)) > 100 mg/l Exposure time: 96 h |
| Toxicity to aquatic invertebrates | EC50 (Daphnia (water flea)) > 1,000 mg/l Exposure time: 48 h |
| Toxicity to aquatic plants | IC50 (Raphidocelis subcapitata (freshwater green alga)) 5.71 mg/l Growth rate; Exposure time: 72 h IC50 (Lemna gibba (gibbous duckweed)) 0.00296 mg/l Growth rate; Exposure time: 7 d |
| Biodegradability | Foramsulfuron: Not rapidly biodegradable Iodosulfuron-methyl-sodium: Not rapidly biodegradable Thiencarbazone-methyl: Not rapidly biodegradable |
| Koc | Foramsulfuron: Koc: 38 - 151 Iodosulfuron-methyl-sodium: Koc: 45 Thiencarbazone-methyl: Koc: 100 |
| Bioaccumulation | Foramsulfuron: Does not bioaccumulate. Iodosulfuron-methyl-sodium: Does not bioaccumulate. Thiencarbazone-methyl: Does not bioaccumulate. |
| Mobility in soil | Foramsulfuron: Mobile in soils Iodosulfuron-methyl-sodium: Mobile in soils Thiencarbazone-methyl: Moderately mobile in soils |
| Results of PBT and vPvB assessment | |
| PBT and vPvB assessment | Foramsulfuron: This substance is not considered to be persistent, bioaccumulative and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulative (vPvB). Iodosulfuron-methyl-sodium: This substance is not considered to be |

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persistent, bioaccumulative and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulative (vPvB).
Thiencarbazone-methyl: This substance is not considered to be persistent, bioaccumulative and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulative (vPvB).

Additional ecological information

No other effects to be mentioned.

Environmental precautions

Do not allow to get into surface water, drains and ground water.
Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product

Dispose in accordance with all local, state/provincial and federal regulations.
Follow container label instructions for disposal of wastes generated during use in compliance with the product label.

Contaminated packaging

Do not re-use empty containers.
Triple rinse containers.
Completely empty container into application equipment, then dispose of empty container in a sanitary landfill, by incineration or by other procedures approved by state/provincial and local authorities.
If burned, stay out of smoke.
Follow advice on product label and/or leaflet.

RCRA Information

Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION

49CFR

Not dangerous goods / not hazardous material

IMDG

UN number **3077**
Class **9**
Packaging group **III**
Marine pollutant **YES**
Proper shipping name **ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IODOSULFURON-METHYL-SODIUM MIXTURE)**

IATA

UN number **3077**
Class **9**

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Packaging group III
Environm. Hazardous Mark YES
Proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID,
N.O.S.
(IODOSULFURON-METHYL-SODIUM MIXTURE)

This transportation information is not intended to convey all specific regulatory information relating to this product. It does not address regulatory variations due to package size or special transportation requirements.

Freight Classification: COMPOUNDS, TREE OR WEEDKILLING, N.O.I., other than
poison; HAVING A DENSITY OF GREATER THAN 20 LBS.
PER CUBIC FOOT

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 432-1533

US Federal Regulations

TSCA list

Kaolin 1332-58-7
Sulfonated aromatic polymer, sodium salt 68425-94-5
Polyvinylpyrrolidone 9003-39-8

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

No export notification needs to be made.

SARA Title III - Section 302 - Notification and Information

Not applicable.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting :

CA Prop65

WARNING: This product contains a chemical known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

Crystalline quartz (respirable) 14808-60-7

WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Methanol 67-56-1 Developmental toxin.

US State Right-To-Know Ingredients

Kaolin 1332-58-7 MN, RI
Polyvinylpyrrolidone 9003-39-8 CA

Environmental

CERCLA

None.

Clean Water Section 307(a)(1)

None.

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Safe Drinking Water Act Maximum Contaminant Levels

Yes

Methanol 67-56-1

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Harmful if swallowed or absorbed through skin.
Causes moderate eye irritation.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

| | |
|---------|---|
| 49CFR | Code of Federal Regulations, Title 49 |
| ACGIH | US. ACGIH Threshold Limit Values |
| ATE | Acute toxicity estimate |
| CAS-Nr. | Chemical Abstracts Service number |
| CERCLA | Comprehensive Environmental Response, Compensation, and Liability Act |
| EINECS | European inventory of existing commercial substances |
| ELINCS | European list of notified chemical substances |
| IARC | International Agency for Research on Cancer |
| IATA | International Air Transport Association |
| IMDG | International Maritime Dangerous Goods |
| N.O.S. | Not otherwise specified |
| NTP | US. National Toxicology Program (NTP) Report on Carcinogens |
| OECD | Organization for Economic Co-operation and Development |
| TDG | Transportation of Dangerous Goods |
| TWA | Time weighted average |
| UN | United Nations |
| WHO | World health organisation |

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 0 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 1 Flammability - 1 Physical Hazard - 0 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

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Revision Date: 10/14/2020
Print Date: 10/15/2020

Reason for Revision: The following sections have been revised: Section 2: Hazards Identification. Section 3: Composition / Information on Ingredients. Section 5: Fire Fighting Measures. Section 8: Exposure Controls / Personal Protection. Section 12. Ecological information. Reviewed and updated for general editorial purposes.

Revision Date: 10/14/2020

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.

Summit® Mosquito Dunks® / BTI Briquets (vers. 04/29/2015)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday March 26 2012 / Rules and Regulations

SECTION 1 : IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

1.1 Product Identifier

Product name: Summit® Mosquito Dunks® / BTI Briquets

USEPA Registration No.: 6218-47

1.2 Relevant identified uses of the substance or mixture and uses advised against

1.3 Details of the Supplier of the safety data sheet

Summit Chemical Company
235 S. Kresson Street
Baltimore, MD 21224-2616
800-227-8664
Summitchemical.com
US EPA Establishment No. 6218-MD-2

1.4 Emergency Telephone Number

CHEMTREC 800-262-8200

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of Substance or Mixture

Classification (GHS-US)

Not Classified

2.2 Label Elements

GHS-US Labeling

No labeling applicable

2.3 Other Hazards

No additional information available

2.4 Unknown Acute Toxicity

No Data Available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS MIXTURE

| NAME | PRODUCT IDENTIFIER | % | CLASSIFICATION |
|--|-----------------------------------|-------|----------------|
| <i>Bacillus thuringiensis</i> subspecies <i>israelensis</i> solids, spores and insecticidal toxins* 7,000 aedes egypti (AA) International Toxic Units (ITU) per mg of primary powder. | None: Microbial active ingredient | 10.31 | Not classified |

SECTION 4: FIRST AID MEASURES

4.1 Description of First Aid Measures

| | |
|--|--|
| First Aid Measures General | : Never Give anything by mouth to an unconscious person. If You feel unwell, seek medical advice (show the label where possible) |
| First Aid Measures after Inhalation | : Assure fresh air breathing. Allow the victim to rest. |
| First Aid measures after skin contact | : Remove affected clothing and wash all exposed skin area with Mild soap and water, followed by warm water rinse. |
| First aid measures after skin contact | : Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist. |
| First aid measures after ingestion | : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention |

4.2 Most Important symptoms and effects, both acute and delayed

| | |
|-------------------|--|
| Symptoms/injuries | : Not expected to present a significant hazard under anticipated conditions of normal use. |
|-------------------|--|

4.3 Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing media

| | |
|--------------------------------|---|
| Suitable Extinguishing Media | : Foam. Dry powder. Carbon Dioxide. Water Spray. Sand |
| Unsuitable Extinguishing Media | : Do not use heavy water stream |

5.2 Special Hazards Arising from the Substance or Mixture

No additional information available.

5.3 Advice For Firefighters

| | |
|--------------------------------|---|
| Firefighting instructions | : None |
| Protection during Firefighting | : Do not enter fire area without proper protective equipment, including respiratory protection. |

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, Protective Equipment and Emergency Procedures

| | |
|------------------|---|
| General Measures | : Isolate from fire, if possible, without unnecessary risk. |
|------------------|---|

6.1.1 For Non-Emergency Personnel

| | |
|----------------------|-----------------------------------|
| Emergency Procedures | : Evacuate unnecessary personnel. |
|----------------------|-----------------------------------|

6.1.2 For Emergency Responders

Protective Equipment : Equip Cleanup crew with proper protection
Emergency Procedures : Ventilate Area

6.2 Environmental Precautions

Prevent entry to sewers and public waters.

6.3 Methods and Material for Containment and Cleaning Up

See Heading 8. Exposure controls and personal protection

SECTION 7: HANDLING AND STORAGE

7.1 Precautions for Safe Handling

Precautions for Safe Handling :Wash hands and other exposed areas with mild soap and water before eating, drinking, smoking tobacco, or chewing gum and when leaving work.

7.2 Conditions for Safe Storage, Including any Incompatibilities

Storage Conditions :Keep only in the original container with original label in a cool, well ventilated place away from Children. Keep Container closed when not in use.

Incompatible Products : Strong bases, acids.

Incompatible Materials : Sources of Ignition

7.3 Specific End Use(s)

No additional information available.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters

| | | |
|--|-------------------|---------|
| <i>Bacillus thuringiensis</i> subspecies <i>israelensis</i> solids, spores and insecticidal toxins* 7,000 aedes egypti (AA) International Toxic Units (ITU) per mg of primary powder. | | |
| USA ACGIH | ACGIH TWA (mg/m3) | 5 mg/m3 |

8.2 Exposure Controls

Personal protective Equipment : Avoid all unnecessary exposure.
Hand protection : Wear protective gloves.
Eye Protection : Chemical Googles or safety glasses.
Respiratory protection : Wear approved mask.
Other information : When using do not eat, drink, or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on Basic Physical and Chemical Properties

Physical State : Solid
Color : Light Brown
Odor : Mild
Odor Threshold : No data available.
pH : NA

Relative Evaporation rate (butyl acetate=1) : No data available
 Melting Point : No data available
 Freezing Point : No data available
 Boiling Point : No data available
 Flash Point : No data available
 Self Ignition Temperature : No data available
 Decomposition Temperature : No data available
 Flammability (solid, gas) : No data available
 Vapor Pressure : No data available
 Relative vapor density at 20 degrees C : No data available
 Relative density : No data available
 Density : No data available
 Solubility : No data available

9.2 Other Information

No additional information available.

SECTION 10: STABILITY AND REACTIVITY

10.1 Reactivity

No additional information available.

10.2 Chemical Stability

Stable under normal conditions

10.3 Possibility of hazardous reactions

Not established

10.4 Conditions to Avoid

Heat. Extremely High Temperatures

10.5 Incompatible Materials

No Data Available

10.6 Hazardous Decomposition Products

None

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological Effects

Acute Toxicity : Not classified

| | |
|--|------------------------|
| <i>Bacillus thuringiensis</i> subspecies <i>israelensis</i> solids, spores and insecticidal toxins* 7,000 aedes egypti (AA) International Toxic Units (ITU) per mg of primary powder. | |
| LD50 oral rat | ➤ 10000 mg/kg (Rat) |
| LD50 dermal rabbit | ➤ 10000 mg/kg (Rabbit) |

Skin corrosion/irritation : Not classified

Serious Eye damage/irritation : Not classified

Respiratory or skin sensitization : Not Classified

Germ Cell Mutagenicity : Not Classified

Carcinogenicity : Not Classified

Bacillus thuringiensis subspecies *israelensis* solids, spores and insecticidal toxins*

| | |
|---|---------------------|
| 7,000 aedes egypti (AA) International Toxic Units (ITU) per mg of primary powder. | |
| IARC Group | 3- Not Classifiable |

| | |
|---|--|
| Reproductive Toxicity | : Not Classified |
| Specific Target Organ Toxicity (Single Exposure) | : Not Classified |
| Specific Target Organ Toxicity (Repeated Exposure) | : Not Classified |
| Aspiration Hazard | : Not Classified |
| Potential Adverse Human Health Effects and Symptoms | : Based on available data, the classification criteria are not met |

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity

No additional information available.

12.2 Persistence and Degradability

| | |
|--------------------------------------|-----------------|
| Summit® Mosquito Dunks® BTI Briquets | |
| Persistence and Degradability | Not Established |

| | |
|--------------------------------------|---|
| Summit® Mosquito Dunks® BTI Briquets | |
| Persistence and Degradability | Contains readily biodegradable component(s) |

12.3 Bioaccumulative Potential

| | |
|--------------------------------------|-----------------|
| Summit® Mosquito Dunks® BTI Briquets | |
| Bioaccumulative Potential | Not established |

| | |
|--------------------------------------|------------------------------------|
| Summit® Mosquito Dunks® BTI Briquets | |
| Bioaccumulative Potential | No bioaccumulation data available. |

12.4 Mobility in Soil

No additional information available

12.5 Other Adverse Effects

Other Information : Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste Treatment Methods

Waste Disposal Recommendations :Dispose in a safe manner in accordance with local/national regulations.

Ecology – Waste Materials : Avoid Release into the environment

SECTION 14: TRANSPORT INFORMATION

In accordance with DOT

Non dangerous good in sense of transport regulations

Additional Information

Other information

: No supplementary information Available

ADR

Transport document description

Transport by Sea

No additional information available.

Air Transport

No additional information available.

SECTION 15: REGULATORY INFORMATION

This chemical is a product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label.

CAUTION: KEEP OUT OF REACH OF CHILDREN

Causes moderate eye irritation.

15.1 US Federal Regulations

| |
|--------------------------------------|
| Summit® Mosquito Dunks® BTI Briquets |
|--------------------------------------|

| |
|---|
| Not listed on the United States TSCA (Toxic Substances Control Act) Inventory |
|---|

| |
|--------------------------------------|
| Summit® Mosquito Dunks® BTI Briquets |
|--------------------------------------|

| |
|---|
| Not listed on the United States TSCA (Toxic Substances Control Act) Inventory |
|---|

15.2 International Regulations

CANADA

No Additional Information Available

EU-Regulations

No Additional Information Available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Classification according to Directive 67/548/EEC or 1999/45/EC

Not classified

15.3 US State Regulations

| |
|--------------------------------------|
| Summit® Mosquito Dunks® BTI Briquets |
|--------------------------------------|

SECTION 16: OTHER INFORMATION

Other Information

: None



Altosid[®] BRIQUETS



A SUSTAINED RELEASE MOSQUITO GROWTH REGULATOR TO PREVENT ADULT MOSQUITO EMERGENCE (INCLUDING THOSE WHICH MAY TRANSMIT WEST NILE VIRUS)

SPECIMEN LABEL

ACTIVE INGREDIENT:

(S)-Methoprene (Dry Weight Basis)
(CAS #65733-16-6) 8.62%

OTHER INGREDIENTS: 91.38%
Total 100.00%

This product contains water, therefore the weight of the briquet and percent by weight of active ingredient will vary with hydration. The Ingredient Statement is expressed on a dry weight basis.

EPA Reg. No. 2724-375 EPA Est. No. 2724-TX-1

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS
AND DOMESTIC ANIMALS
CAUTION**

Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse.

| FIRST AID | |
|--|---|
| Call a poison control center or doctor for treatment advice. | |
| If in eyes | <ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. |

FIRST AID (CONTINUED)

| | |
|-------------------------------|---|
| If on skin or clothing | <ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. |
|-------------------------------|---|

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-248-7763 for emergency medical treatment information.

ENVIRONMENTAL HAZARDS

Do not contaminate water when disposing of unused product.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

Note to User: Do not remove **ALTOSID[®] Briquets** from container except for immediate use.

Because of the unique mode of action of **ALTOSID[®] Briquets**, users must be familiar with special techniques for accurate evaluation of treatments. See Application Rates and Intervals section of this label or consult local Mosquito Abatement Agency. Effective use of **ALTOSID[®] Briquets** in sites subjected to periodic heavy flow of water requires careful attention to briquet placement and to the possible need for retreatment. Use of the product in storm drains, waste treatment and settling ponds, and similar systems should therefore be limited to experienced pesticide applicators, such as personnel of Mosquito Abatement Districts and Public Health Agencies.

Introduction: The **ALTOSID[®] Briquet** is a formulation designed to release effective levels of **ALTOSID[®] Insect Growth Regulator** up to 30 days under typical environmental conditions. Release of **ALTOSID[®] Insect Growth Regulator** is effected by dissolution of the **ALTOSID[®] Briquet**. If briquets become covered by obstructions such as debris, vegetation, and loose

sediment as a result of high rainfall or flow, normal dispersion of the active ingredient can be inhibited. Water flow may increase the dissolution of the briquet thus reducing the residual life of the briquet. Inspect areas of water flow to determine appropriate retreatment intervals. To assure positive results, place **ALTOSID® Briquets** where they will not be swept away by flushing action. **ALTOSID® Briquets** prevent the emergence of adult mosquitoes including *Anopheles*, *Culex*, *Culiseta*, *Coquillettidia*, and *Mansonia* spp., as well as those of the floodwater mosquito complex (*Aedes*, *Ochlerotatus*, and *Psorophora* spp.) from treated water. Treated larvae continue to develop normally to the pupal stage where they die.

APPLICATION TIMING

Apply **ALTOSID® Briquets** at the beginning of the mosquito season. **ALTOSID® Briquets** provide up to 30 days residual control. Continue treatment through the last brood of the season. Apply at any stage of larval development. **ALTOSID® Briquets** may be applied as a pre-flood treatment prior to wetting events. **ALTOSID® Briquets** will be unaffected in dry down situations and will begin working again during subsequent wetting events until the briquet is exhausted.

NOTE: This insect growth regulator has no effect on mosquitoes which have reached the pupal or adult stage prior to treatment.

APPLICATION SITES

ALTOSID® Briquets are designed to control mosquitoes in small bodies of water. Examples of application sites are: storm drains, catch basins, roadside ditches, fish ponds, ornamental ponds and fountains, other artificial water-holding containers, animal watering troughs, cesspools and septic tanks, waste treatment and settling ponds, flooded crypts, transformer vaults, abandoned swimming pools, tires, construction and other manmade depressions, cattail marshes, water-hyacinth beds, vegetation-choked phosphate pits, pastures, meadows, rice fields, freshwater swamps and marshes, salt and tidal marshes, treeholes, woodland pools, floodplains, and dredging spoil sites. For application sites connected by a water system, i.e., storm drains or catch basins, treat all of the water holding sites in the system to maximize the efficiency of the treatment program.

APPLICATION RATES AND INTERVALS

For mosquito control in non-(or low-) flow, shallow depressions (up to two ft in depth), treat on the basis of surface area placing one **ALTOSID® Briquet** per 100 sq ft. For applications in storm water drainage areas, sewers, and catch basins: Place one **ALTOSID® Briquet** into each catch basin. Follow the chart below to determine the number of **ALTOSID® Briquets** to use in large catch basins. Place one **ALTOSID® Briquet** per 100 sq ft of surface area up to two feet deep for storm water drainage areas. Use one additional **ALTOSID® Briquet** per two feet of water depth in areas deeper than two feet.

| Number of Briquets | Catch Basin Size | Water Depth (Feet) |
|--------------------|------------------|--------------------|
| 1 | 0-1,500 | 0-2 |
| 2 | 1,500-3,000 | 2-4 |
| 3 | 3,000-4,500 | 4-6 |
| 4 | 4,500-6,000 | 6-8 |

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal. **Storage:** Store in cool, dry place. **Pesticide Disposal:** Wastes resulting from use of this product may be disposed of on site or at an approved waste disposal facility. **Container Disposal:** Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling, if available, or dispose of empty bag and box in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

To the fullest extent permitted by law, Seller makes no warranty, expressed or implied, concerning the use of this product other than indicated on the label. Buyer assumes all risk of use and handling of this material when such use and handling are contrary to label instructions.

Always read the label before using this product.

For more information call **1-800-248-7763**.

www.altosid.com

Wellmark International
1501 East Woodfield Road 200W
Schaumburg, Illinois 60173



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Altosid[®] BRIQUETS



A SUSTAINED RELEASE MOSQUITO GROWTH REGULATOR TO PREVENT ADULT MOSQUITO EMERGENCE (INCLUDING THOSE WHICH MAY TRANSMIT WEST NILE VIRUS)

SPECIMEN LABEL

ACTIVE INGREDIENT:

(S)-Methoprene (Dry Weight Basis)
(CAS #65733-16-6) 8.62%

OTHER INGREDIENTS: 91.38%
Total 100.00%

This product contains water, therefore the weight of the briquet and percent by weight of active ingredient will vary with hydration. The Ingredient Statement is expressed on a dry weight basis.

EPA Reg. No. 2724-375 EPA Est. No. 2724-TX-1

KEEP OUT OF REACH OF CHILDREN
CAUTION

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS
AND DOMESTIC ANIMALS
CAUTION**

Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse.

| FIRST AID | |
|--|---|
| Call a poison control center or doctor for treatment advice. | |
| If in eyes | <ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. |

FIRST AID (CONTINUED)

| | |
|-------------------------------|---|
| If on skin or clothing | <ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. |
|-------------------------------|---|

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-248-7763 for emergency medical treatment information.

ENVIRONMENTAL HAZARDS

Do not contaminate water when disposing of unused product.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

Note to User: Do not remove **ALTOSID[®] Briquets** from container except for immediate use.

Because of the unique mode of action of **ALTOSID[®] Briquets**, users must be familiar with special techniques for accurate evaluation of treatments. See Application Rates and Intervals section of this label or consult local Mosquito Abatement Agency. Effective use of **ALTOSID[®] Briquets** in sites subjected to periodic heavy flow of water requires careful attention to briquet placement and to the possible need for retreatment. Use of the product in storm drains, waste treatment and settling ponds, and similar systems should therefore be limited to experienced pesticide applicators, such as personnel of Mosquito Abatement Districts and Public Health Agencies.

Introduction: The **ALTOSID[®] Briquet** is a formulation designed to release effective levels of **ALTOSID[®] Insect Growth Regulator** up to 30 days under typical environmental conditions. Release of **ALTOSID[®] Insect Growth Regulator** is effected by dissolution of the **ALTOSID[®] Briquet**. If briquets become covered by obstructions such as debris, vegetation, and loose

sediment as a result of high rainfall or flow, normal dispersion of the active ingredient can be inhibited. Water flow may increase the dissolution of the briquet thus reducing the residual life of the briquet. Inspect areas of water flow to determine appropriate retreatment intervals. To assure positive results, place **ALTOSID® Briquets** where they will not be swept away by flushing action. **ALTOSID® Briquets** prevent the emergence of adult mosquitoes including *Anopheles*, *Culex*, *Culiseta*, *Coquillettidia*, and *Mansonia* spp., as well as those of the floodwater mosquito complex (*Aedes*, *Ochlerotatus*, and *Psorophora* spp.) from treated water. Treated larvae continue to develop normally to the pupal stage where they die.

APPLICATION TIMING

Apply **ALTOSID® Briquets** at the beginning of the mosquito season. **ALTOSID® Briquets** provide up to 30 days residual control. Continue treatment through the last brood of the season. Apply at any stage of larval development. **ALTOSID® Briquets** may be applied as a pre-flood treatment prior to wetting events. **ALTOSID® Briquets** will be unaffected in dry down situations and will begin working again during subsequent wetting events until the briquet is exhausted.

NOTE: This insect growth regulator has no effect on mosquitoes which have reached the pupal or adult stage prior to treatment.

APPLICATION SITES

ALTOSID® Briquets are designed to control mosquitoes in small bodies of water. Examples of application sites are: storm drains, catch basins, roadside ditches, fish ponds, ornamental ponds and fountains, other artificial water-holding containers, animal watering troughs, cesspools and septic tanks, waste treatment and settling ponds, flooded crypts, transformer vaults, abandoned swimming pools, tires, construction and other manmade depressions, cattail marshes, water-hyacinth beds, vegetation-choked phosphate pits, pastures, meadows, rice fields, freshwater swamps and marshes, salt and tidal marshes, treeholes, woodland pools, floodplains, and dredging spoil sites. For application sites connected by a water system, i.e., storm drains or catch basins, treat all of the water holding sites in the system to maximize the efficiency of the treatment program.

APPLICATION RATES AND INTERVALS

For mosquito control in non-(or low-) flow, shallow depressions (up to two ft in depth), treat on the basis of surface area placing one **ALTOSID® Briquet** per 100 sq ft. For applications in storm water drainage areas, sewers, and catch basins: Place one **ALTOSID® Briquet** into each catch basin. Follow the chart below to determine the number of **ALTOSID® Briquets** to use in large catch basins. Place one **ALTOSID® Briquet** per 100 sq ft of surface area up to two feet deep for storm water drainage areas. Use one additional **ALTOSID® Briquet** per two feet of water depth in areas deeper than two feet.

| Number of Briquets | Catch Basin Size | Water Depth (Feet) |
|--------------------|------------------|--------------------|
| 1 | 0-1,500 | 0-2 |
| 2 | 1,500-3,000 | 2-4 |
| 3 | 3,000-4,500 | 4-6 |
| 4 | 4,500-6,000 | 6-8 |

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal. **Storage:** Store in cool, dry place. **Pesticide Disposal:** Wastes resulting from use of this product may be disposed of on site or at an approved waste disposal facility. **Container Disposal:** Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling, if available, or dispose of empty bag and box in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

To the fullest extent permitted by law, Seller makes no warranty, expressed or implied, concerning the use of this product other than indicated on the label. Buyer assumes all risk of use and handling of this material when such use and handling are contrary to label instructions.

Always read the label before using this product.

For more information call 1-800-248-7763.

www.altosid.com

Wellmark International
1501 East Woodfield Road 200W
Schaumburg, Illinois 60173



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March, 2010
Schaumburg, IL

SECTION 1: Identification

1.1. Identification

Product form : Mixture
 Trade name : Zoecon Altosid XR Extended Residual Briquets
 Synonyms : 100508841, 100508842, 100508843, 100508845, 100508846, 100530326, EPA Reg. No.: 2724-421, ProLink XR Extended Release Briquets, Zoecon RF-292 Briquet, Altosid 150 Day XR Briquet

1.2. Recommended use and restrictions on use

Recommended use : Insect growth regulator.
 Restrictions on use : Keep out of reach of children, Avoid contact with eyes, skin or clothing.

1.3. Supplier

Wellmark International
 1501 E. Woodfield Road, Suite 200W
 Schaumburg, IL 60173 - United States
 www.centralmosquitocontrol.com

1.4. Emergency telephone number

Emergency number : 1-888-914-2082
 1-800-424-9300 - CHEMTREC
 1-703-527-3887 - CHEMTREC - Outside North America - Collect Calls Accepted

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation Category 2B Causes eye irritation
 Carcinogenicity Category 1A May cause cancer

2.2. GHS Label elements, including precautionary statements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS08

Signal word (GHS-US) : Danger
 Hazard statements (GHS-US) : Causes eye irritation
 May cause cancer
 Precautionary statements (GHS-US) : Obtain special instructions before use
 Do not handle until all safety precautions have been read and understood
 Wash hands, forearms and face thoroughly after handling
 Wear protective gloves/protective clothing/eye protection/face protection
 If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 If exposed or concerned: Get medical advice/attention
 If eye irritation persists: Get medical advice/attention
 Store locked up
 Dispose of contents/container to in accordance with local/regional/national/international regulations

2.3. Other hazards which do not result in classification

Other hazards not contributing to the classification : The finished product is not considered carcinogenic because of the product's physical form. The Hazard Statement "May Cause Cancer" is presented because a component of this product contains naturally occurring crystalline silica (quartz) which is classified as carcinogenic to humans if inhaled. Respiratory exposure to silica dust from the finished product is not expected

Zoecon Altosid XR Extended Residual Briquets

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to occur under normal conditions of use due to the manner in which the constituents are bound. The crystalline silica in the finished product is unlikely to pose personal exposure via inhalation in light of studies conducted that indicate there is minimal liberation of particulates from the product during extreme handling or transport.

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

| Name | Product identifier | % |
|------------------------------|----------------------|---------|
| (s)-Methoprene | (CAS-No.) 65733-16-6 | 2.1 |
| Plaster of paris | (CAS-No.) 26499-65-0 | > 80.88 |
| Silica, crystalline - quartz | (CAS-No.) 14808-60-7 | < 0.82 |
| Other ingredients | (CAS-No.) N/A | Balance |

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures general : IF exposed or concerned: Get medical advice/attention.
- First-aid measures after inhalation : IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
- First-aid measures after skin contact : IF ON SKIN: Wash with plenty of soap and water. If skin irritation or rash occurs: Get medical advice/attention.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice and attention.
- First-aid measures after ingestion : IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell. Rinse mouth. Do NOT induce vomiting unless directed to do so by medical personnel.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects after eye contact : Mild eye irritation.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Water spray. Dry chemical. Foam. Carbon dioxide.
- Unsuitable extinguishing media : Avoid heavy hose streams.

5.2. Specific hazards arising from the chemical

- Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Special protective equipment and precautions for fire-fighters

- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Keep upwind. Wear appropriate personal protective equipment, avoid direct contact.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Use appropriate PPE. Sweep or scoop spills, dispose of any unusable material in approved landfill.

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SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Ensure good ventilation of the work station. Do not handle until all safety precautions have been read and understood. Take all necessary technical measures to avoid or minimize the release of the product on the workplace. Provide local exhaust or general room ventilation. Wear personal protective equipment. Avoid contact with skin and eyes.
- Hygiene measures : Separate working clothes from town clothes. Launder separately. Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Store locked up. Store in a well-ventilated place. Keep cool.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

| Plaster of paris (26499-65-0) | | |
|---|--------------------------------------|--|
| OSHA | OSHA PEL (TWA) (mg/m ³) | 15 mg/m ³ (total dust) 5 mg/m ³ (respirable fraction) |
| NIOSH | NIOSH REL (TWA) (mg/m ³) | 10 mg/m ³ (total dust) 5 mg/m ³ (respirable dust) |
| Silica, crystalline - quartz (14808-60-7) | | |
| ACGIH | ACGIH TWA (mg/m ³) | 0.025 mg/m ³ (respirable particulate matter) |
| OSHA | OSHA PEL (TWA) (mg/m ³) | 50 µg/m ³ |
| IDLH | US IDLH (mg/m ³) | 50 mg/m ³ (respirable dust) |
| NIOSH | NIOSH REL (TWA) (mg/m ³) | 0.05 mg/m ³ (respirable dust) |

8.2. Appropriate engineering controls

- Appropriate engineering controls : Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.
- Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Safety glasses

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment.



SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

- Physical state : Solid
- Appearance : White to gray briquet.
- Color : White to gray

Zoecon Altosid XR Extended Residual Briquets

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| | |
|---|---------------------------|
| Odor | : Slight hydrocarbon |
| Odor threshold | : No data available |
| pH | : No data available |
| Melting point | : No data available |
| Freezing point | : Not applicable |
| Boiling point | : No data available |
| Flash point | : Not applicable |
| Relative evaporation rate (butyl acetate=1) | : No data available |
| Flammability (solid, gas) | : Non flammable. |
| Vapor pressure | : No data available |
| Relative vapor density at 20 °C | : No data available |
| Relative density | : 1.04 g/cc (64.9 lb/ft3) |
| Solubility | : No data available |
| Log Pow | : No data available |
| Auto-ignition temperature | : Not applicable |
| Decomposition temperature | : No data available |
| Viscosity, kinematic | : Not applicable |
| Viscosity, dynamic | : No data available |
| Explosion limits | : Not applicable |
| Explosive properties | : Not explosive |
| Oxidizing properties | : Not applicable |

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

| Zoecon Altosid XR Extended Residual Briquets | |
|--|--------------|
| LD50 oral rat | > 5100 mg/kg |
| LD50 dermal rabbit | > 2100 mg/kg |

| Silica, crystalline - quartz (14808-60-7) | |
|---|----------------------------|
| Listed on IARC (International Agency for Research on Cancer), Listed as carcinogen on NTP (National Toxicology Program) | |
| IARC group | 1 - Carcinogenic to Humans |
| National Toxicity Program (NTP) Status | Known Human Carcinogens |
| In OSHA Hazard Communication Carcinogen list? | Yes |

| GHS-US Properties | Classification |
|---------------------------|----------------|
| Acute toxicity | Not classified |
| Skin corrosion/irritation | Not classified |

Zoecon Altosid XR Extended Residual Briquets

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| | |
|--|------------------------|
| Serious eye damage/irritation | Causes eye irritation. |
| Respiratory or skin sensitization | Not classified |
| Germ cells mutagen | Not classified |
| Carcinogenicity | May cause cancer. |
| Reproductive toxicity | Not classified |
| Specific target organ toxicant (single exposure) | Not classified |
| Specific target organ toxicant (repeated exposure) | Not classified |
| Aspiration hazard | Not classified |

Potential health effects

Inhalation

Chronic : Exposure to respirable crystalline silica is not expected during normal use of this product. However, prolonged overexposure to respirable crystalline silica may cause lung disease (silicosis).

Skin

Acute : Causes mild skin irritation.

Eye

Acute : Causes mild eye irritation.

Mutagenicity : (s)-Methoprene has been tested and found negative for mutagenicity potential.

Carcinogenicity : (s)-Methoprene is not classified as carcinogen by NTP, IARC and OSHA, Exposure to respirable crystalline silica dust from the finished product is not expected to occur due to the manner in which the constituents are bound, thus the finished product is not considered carcinogenic under conditions of normal use.

Reproductive Effects : (s)-Methoprene is not a reproductive toxin.

SECTION 12: Ecological information

12.1. Toxicity

| (s)-Methoprene (65733-16-6) | |
|-----------------------------|--|
| LC50 Acute fish 1 | 0.76 mg/l (Exposure time: 96h - Rainbow trout) |
| LC50 Acute fish 2 | > 0.37 mg/l (Exposure time: 96h - Blue gill) |
| LC50 Acute crustacea 1 | 0.11 mg/l (Exposure time: 96h - Mysid shrimp) |
| NOEC Chronic fish 1 | 0.048 mg/l (Fathead minnow) |
| NOEC Chronic crustacea 1 | 0.014 mg/l (Mysid shrimp) |

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

| (s)-Methoprene (65733-16-6) | |
|-----------------------------|-----|
| Log Kow | 6.3 |

12.4. Mobility in soil

| (s)-Methoprene (65733-16-6) | |
|-----------------------------|---|
| Mobility in soil | 10-14 days, rapidly hydrolyzed in soil. |

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

Product/Packaging disposal recommendations : Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

SECTION 14: Transport information

| UN number | Proper Shipping Name | Transport hazard | Packing group | Environmental hazards |
|-----------|----------------------|------------------|---------------|-----------------------|
|-----------|----------------------|------------------|---------------|-----------------------|

Zoecon Altosid XR Extended Residual Briquets

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| | | | class(es) | | |
|------|---------------|---------------|---------------|---------------|---------------|
| DOT | Not regulated | Not regulated | Not regulated | Not regulated | Not regulated |
| IMDG | Not regulated | Not regulated | Not regulated | Not regulated | Not regulated |
| IATA | Not regulated | Not regulated | Not regulated | Not regulated | Not regulated |

SECTION 15: Regulatory information

15.1. US Federal regulations

Silica, crystalline - quartz (14808-60-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

FIFRA Labelling

EPA Registration Number 2724-421

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

| | |
|--|--|
| FIFRA Signal Word | Caution |
| FIFRA Hazard Statement | KEEP OUT OF REACH OF CHILDREN. |
| FIFRA Hazards to Humans and Domestic Animals | Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with eyes, skin, or clothing. Wash thoroughly with soap and water after handling. |
| FIFRA First Aid | Call a poison control center or doctor for treatment advice. If in eyes • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. |
| FIFRA Environmental Hazards | Do not contaminate water when disposing of unused product. |

15.2. US State regulations

No additional information available

SECTION 16: Other information

Date of issue : 31 May 2017

Supersedes : 17 July 2015

SDS US (GHS HazCom 2012) - CGP

The information and statements herein are believed to be reliable but are not to be construed as a warranty or representation for which we assume legal responsibility. Users should undertake sufficient verification and testing to determine the suitability for their own particular purpose of any information or products referred to herein. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS MADE.



Altosid[®] XR EXTENDED RESIDUAL BRIQUETS

A SUSTAINED RELEASE PRODUCT TO PREVENT ADULT MOSQUITO EMERGENCE
(INCLUDING THOSE WHICH MAY TRANSMIT WEST NILE VIRUS)

SPECIMEN LABEL

ACTIVE INGREDIENT:

(S)-Methoprene (CAS #65733-16-6)
(Dry Weight Basis): 2.1%

OTHER INGREDIENTS: 97.9%
Total 100.0%

EPA Reg. No. 2724-421
EPA Est. No. 2724-TX-1

KEEP OUT OF REACH OF CHILDREN
CAUTION
SEE ADDITIONAL PRECAUTIONARY STATEMENTS

INTRODUCTION

ALTOSID[®] XR BRIQUETS are designed to release effective levels of (S)-Methoprene insect growth regulator over a period up to 150 days in mosquito breeding sites. Release of (S)-Methoprene insect growth regulator occurs by dissolution of the briquet. Soft mud and loose sediment can cover the briquets and inhibit normal dispersion of the active ingredient. The product may not be effective in those situations where the briquet can be removed from the site by flushing action.

ALTOSID[®] XR BRIQUETS prevent the emergence of adult mosquitoes including: *Anopheles*, *Culex*, *Culiseta*, *Coquillettidia*, and *Mansonia* spp., as well as those of the floodwater mosquito complex (*Aedes*, *Ochlerotatus*, and *Psorophora* spp.) from treated water. Treated larvae continue to develop normally to the pupal stage where they die.

NOTE: (S)-Methoprene insect growth regulator has no effect on mosquitoes which have reached the pupal or adult stage prior to treatment.

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS - CAUTION

Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

| FIRST AID | |
|---|---|
| Call a poison control center or doctor for treatment advice. | |
| If in eyes | <ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. |
| If on skin or clothing | <ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. |
| Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-248-7763 for emergency medical treatment information. | |

ENVIRONMENTAL HAZARDS

Do not contaminate water when disposing of unused product.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

APPLICATION TIME

Place **ALTOSID® XR BRIQUETS** at or before the beginning of the mosquito season. Apply **ALTOSID® XR BRIQUETS** prior to flooding when sites are dry, or on snow and ice in breeding sites prior to spring thaw. Under normal conditions, one application will last the entire mosquito season, or up to 150 days, whichever is shorter. Alternate wetting and drying will not reduce their effectiveness.

APPLICATION RATES

Aedes, Ochlerotatus, and Psorophora spp.: For control in non-(or low-) flow shallow depressions (≤ 2 feet in depth), treat on the basis of surface area, placing one **ALTOSID® XR BRIQUET** per 200 ft². Place briquets in the lowest areas of mosquito breeding sites to maintain continuous control as the site alternately floods and dries up.

Culex, Culiseta and Anopheles spp.: Place one **ALTOSID® XR BRIQUET** per 100 ft².

Coquilletidia and Mansonia spp.: For application to cattail marshes and water hyacinth beds. For control of these mosquitoes, place one **ALTOSID® XR BRIQUET** per 100 ft².

Culex sp. in storm water drainage areas, sewers, and catch basins: For catch basins, place one **ALTOSID® XR BRIQUET** into each basin. In cases of large catch basins, follow the chart below to determine the number of briquets to use. For storm water drainage areas, place one briquet per 100 ft² of surface area up to two ft deep. In areas that are deeper than two feet, use one additional briquet per two feet of water depth.

Water flow pressure increases the potential dissolution of the briquet. Conduct regular inspections (visual or biological) in areas of water flow to determine if the briquet is still present. Adjust the retreatment interval based on the results of an inspection.

ALTOSID® XR BRIQUETS Application Chart

| Number of Briquets | Catch Basin Size (Gallons) | Surface Area/Water Depth (ft) |
|--------------------|----------------------------|-------------------------------|
| 1 | 0 – 1500 | 0 – 2 |
| 2 | 1500 – 3000 | 2 – 4 |
| 3 | 3000 – 4500 | 4 – 6 |
| 4 | 4500 – 6000 | 6 – 8 |

APPLICATION SITES

ALTOSID® XR BRIQUETS are designed to control mosquitoes in treated areas. Examples of application sites are: storm drains, catch basins, roadside ditches, fish ponds, ornamental ponds and fountains, other artificial water-holding containers, animal watering troughs, cesspools and septic tanks, waste treatment and settling ponds, flooded crypts, transformer vaults, abandoned swimming pools, tires, construction and other manmade depressions, cattail marshes, water hyacinth beds, vegetation-choked phosphate pits, pastures, meadows, rice fields, freshwater swamps and marshes, salt and tidal marshes, treeholes, woodland pools, floodplains, and dredging spoil sites. For application sites connected by a water system, i.e., storm drains or catch basins, treat all of the water-holding sites in the system to maximize the efficiency of the treatment program.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

STORAGE: Store in a cool place. Do not reuse empty container.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling, if available, or dispose of empty container in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

WARRANTY AND CONDITIONS OF SALE

Seller makes no warranty, expressed or implied, concerning the use and handling of this product other than indicated on the label. To the extent permitted by law, Buyer assumes all risks of use and handling of this material when such use and handling are contrary to label instructions.

For information, or in case of an emergency, call 1-800-248-7763.

www.altosid.com

Wellmark International
1501 East Woodfield Road 200W
Schaumburg, Illinois 60173



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Made in USA

May, 2010
Schaumburg, IL



EVOLUER 4-4 ULV

For use only by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

This product is Ready-To-Use, Quick Knockdown, Low Odor, Non-Corrosive Synergized Synthetic Pyrethroid for Control of Adult Mosquitoes, Biting and Non-Biting Midges, Black flies and other outdoor flying insects as listed on this label which cause Public Health annoyance in Residential, Municipal and Recreational Areas.

READ ENTIRE LABEL BEFORE USING

READY-TO-USE

ACTIVE INGREDIENTS:

| | |
|-----------------------------------|---------------|
| *Permethrin..... | 4.0% |
| **Piperonyl Butoxide..... | 4.0% |
| OTHER INGREDIENTS*** | 92.0% |
| TOTAL: | 100.0% |

*(3-phenoxyphenyl)methyl(+/-)-Cis/trans 3-(2,2-dichloroethenyl)2,2-Dimethyl cyclopropane carboxylate. cis/trans ratio: min. 35% (+/-) cis and max. 65% (+/-) trans.

** Equivalent to 80% (butylcarbitol)(6-propylpiperonyl) ether and 20% related compounds.

*** Contains a petroleum distillates

Contains 0.29 pounds of Permethrin and 0.29 pounds of Piperonyl Butoxide per gallon.

This product will not dilute with water.

KEEP OUT OF REACH OF CHILDREN CAUTION

PRECAUCION AL USUARIO: Si usted no lee ingles, no use este producto hasta que la etiqueta haya sido explicado ampliamente" (If you do not understand the label, find someone to explain it to you in detail).

FIRST AID

| | |
|--------------------------------|--|
| If Swallowed: | Immediately call a Poison Control Center or doctor. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person. |
| If on skin or clothing: | Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. |
| Hot Line Number: | Have this product container or label with you when calling a poison control center or doctor, or when going for treatment. You may also call 1-800-858-7378 for emergency medical treatment advice. |
| Note to Physician: | Contains petroleum distillates. Vomiting may cause aspiration pneumonia. |

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Harmful if swallowed. Harmful if absorbed through the skin. Avoid contact with skin, eyes or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

PERSONAL PROTECTIVE EQUIPMENT (PPE): Some Materials that are chemical-resistant to this product are nitrile and neoprene. If you want more options, follow the instructions for category E on an EPA chemical-resistance category selection chart. Mixers, applicators, and other handlers must wear: Long-sleeve shirt and long pants; shoes plus socks; chemical-resistant gloves for all handlers (except for applicators using motorized ground equipment, pilots, and flaggers); chemical-resistant apron for mixers/loaders, persons cleaning equipment, and persons exposed to the concentrate.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

See engineering controls for additional requirements.

USER SAFETY RECOMMENDATIONS: User should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. User should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENGINEERING CONTROLS: Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR 170.240(d)(6)). Human flagging is prohibited. Flagging to support aerial application is limited to use of the Global Positioning System (GPS) or mechanical flaggers.

ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to aquatic organisms, including fish and invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean water mark. Do not apply when weather conditions favor drift from treated areas. Drift and runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. Do not contaminate water when disposing of equipment wash waters. Under some conditions, it may also have a potential for transport into surface water runoff (primarily adsorbed to suspended soil particles), for several months or more after application.

These include poorly drained or wet soils with readily visible slopes toward adjacent surface waters, frequently flooded areas, and areas overlying extremely shallow groundwater, areas with in-field canals or ditches that drain to surface water, areas not separated from adjacent surface waters with vegetated filter strips, and areas overlying tile drainage systems that drain to surface waters.

BEE WARNING: This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply to blooming crops or weeds while bees are visiting the treatment areas, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

PHYSICAL AND CHEMICAL HAZARDS

Do not use, pour, spill, or store near heat or open flame.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

WHEN TO APPLY

NOTE: Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

FOR BEST RESULTS: Treat when mosquitoes or insects are most active and weather conditions are conducive to keeping the fog near the ground e.g. cool temperatures, and consistent wind speeds are not greater than 10 MPH. Apply when wind speed is greater or equal to 1 MPH. Applications during the cool hours of night or early morning are usually preferable.

Do not apply when air temperature is below 50° F.

Do not retreat site more than once in 3 days. Do not exceed 25 applications at 0.007 pound permethrin per acre per application or 0.18 pound of permethrin per acre in any given season. When targeting Aedes Taeniorhynchus, more frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne diseases in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

Apply when wind speed is greater than 1 MPH. Do not apply by fixed wing aircraft at a height less than 100 ft., or by helicopter at a height less than 75 ft. unless specifically approved by the state or tribe based on public health needs.

Application is prohibited directly into sewers or drains, or to any areas like a gutter where drainage to sewers, storm drains, water bodies, or aquatic habitat can occur. Do not allow the product to enter drain during or after application. Not for use in metered release systems. Not for use in outdoor residential misting systems.

RATES CHARTS

ALLPRO EVOLUER 4-4 ULV USE, UNDILUTED
CONDITIONS AND RATES TO USE ALLPRO EVOLUER 4-4 ULV UNDILUTED
FOR MOSQUITO CONTROL

| POUNDS A.I. PER/ACRE | | APPLICATION RATES FL. OZ. PER MINUTE AT M.P.H. | | | | FL. OZ. FINISHED SPRAY |
|----------------------|---------|---|-----------|-----------|-----------|---------------------------|
| PERMETHRIN | PBO | 5 M.P.H. | 10 M.P.H. | 15 M.P.H. | 20 M.P.H. | PER ACRE |
| 0.00700 | 0.00700 | 9.4 | 18.8 | 28.2 | - | 3.1 |
| 0.00350 | 0.00350 | 4.7 | 9.4 | 14.1 | 18.9 | 1.54 |
| 0.00175 | 0.00175 | 2.4 | 4.7 | 7.0 | 9.4 | 0.77 |
| 0.00100 | 0.00100 | 1.4 | 2.7 | 4.0 | 5.4 | 0.44 |

HOW TO APPLY

GROUND APPLICATION: Spray equipment must be adjusted so the volume median diameter or mass median diameter is less than 30 microns (Dv 0.5 < 30 µm) and that 90% of the spray is contained in droplets smaller than 50 microns (Dv 0.9 < 50 µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rates(s) are properly calibrated. Apply at a rate not to exceed 0.007 pound of permethrin per acre.

For proper ground application mount the fog applicator so that the nozzle is at least 4 1/2 ft. above the ground level and directed out the back of the vehicle. Failure to follow these label directions may result in reduced effectiveness. For aerial application refer to the "Aerial Application" section on this label. AllPro Evoluer 4-4 ULV may be used as is, or diluted with a suitable solvent such as 60 to 100 second viscosity mineral oil and applied at a rate not to exceed 2.41 fluid ounces of AllPro Evoluer 4-4 ULV per acre. For exact rates, see the "Undiluted" or the "1 to 1 Dilution" rate charts on this label.

AllPro Evoluer 4-4 ULV is recommended for application as an Ultra Low Volume (ULV) Thermal or Non-Thermal aerosol (cold fog) to control adult mosquitoes, and other insects as listed on this label, in residential and recreational areas where these insect pests become a problem; such as, but not limited to parks, campsites, woodlands, athletic fields, golf courses, residential areas, municipalities, gardens, playgrounds, and non-crop waste areas.

AllPro Evoluer 4-4 ULV can be applied over specific growing crops and range grasses prior to harvest for the control of adult mosquitoes and biting flies within or adjacent to these areas. Application can only be made where the following crops are present: Alfalfa, Almonds, Apples, Artichokes (globe), Asparagus, Avocados, Broccoli, Brussels sprouts, Cabbage, Cauliflower, Celery, Cherries, Corn (forage, fodder, grain [field and pop], stover, sweet kernel + cob with husks removed), Eggplant, Filberts, Garlic, Horseradish, Kiwifruit, Leafy vegetables (except Brassica), Lettuce (head), Mushrooms, Onions (dry bulb), Peaches, Pears, Peppers (bell), Pistachios, Potato, Range grasses, Soybeans, Spinach, Tomatoes, Vegetables (cucurbit), Walnuts, Watercress

Do not allow spray treatment to drift on cropland, (other than crops listed) or water supplies. In treatment of corrals, feedlots, animal confinements/houses, swine lots and zoos, cover any exposed drinking water, drinking fountains and animal feed before application.

GROUND ULV NON-THERMAL AEROSOL (COLD FOG) APPLICATIONS

To control Mosquitoes, Midges and Black flies, apply **AllPro Evoluer 4-4 ULV** using any standard ULV ground applicator capable of producing a non-thermal aerosol fog and base all acreage calculations on the equipment manufacturer's recommended swath width.

When applying this product undiluted, apply at a flow rate of 2.68 to 18.80 ounces per minute at an average vehicle speed of 10 MPH. These rates are equivalent to 0.001 to 0.007 pounds of permethrin A.I. and 0.001 to 0.007 pounds of piperonyl butoxide A.I. per acre. If a different vehicle speed is used, adjust the rate accordingly. Vary flow rates according to vegetation density and mosquito population. Use higher flow rates in heavy vegetation or when insect populations are high. An accurate flow rate control system must be used to ensure proper flow rate. **AllPro Evoluer 4-4 ULV** may also be applied by diluting 1 part to 1 part of a 60 to 100 second mineral oil or another suitable solvent applies so as not to exceed the maximum A.I. rates per acre as shown in the rate charts. If an alternate dilution rate is required, adjust the flow rate accordingly, provided the droplet size and spectrum remain within the label specifications. Do not exceed a flow rate of 20 ounces per minute unless recommended by equipment manufacturers and/or Public Health Officials when undiluted or diluted 1 to 1, and high vehicle speeds of 10, 15 or 20 MPH are necessary in emergency conditions, and when fogging equipment is capable of such higher rates of output per minute.

THERMAL AEROSOL FOGGING

TRUCK MOUNTED - Apply **AllPro Evoluer 4-4 ULV** diluted or undiluted with suitable Thermal Fogging equipment. Droplet size of thermal "fog" will range 0.1 to 1.0 micron. If diluted use a 60 to 100 second viscosity mineral oil, or another suitable non-phytotoxic diluent, to reduce oil requirement and sludge buildup in equipment. Do not exceed the maximum rates. May be applied at speeds of 5 MPH up to 20 MPH.

HAND CARRIED - Use the same rates of A.I. per acre with a 50 ft. swath width at a walking speed of 2 MPH. Do not fog to wet foliage. Only use a clean, well maintained, and properly calibrated fogger, known to give excellent performance. Fog downwind. Apply **AllPro Evoluer 4-4 ULV** to deliver 0.001 to 0.007 pounds of permethrin A.I. per acre and 0.001 to 0.007 pounds of piperonyl butoxide A.I. per acre.

INSECT BARRIER APPLICATIONS

For use in Non-Thermal ULV, motorized, portable backpack fog type mist blower equipment, apply **AllPro Evoluer 4-4 ULV** with equipment adjusted to deliver ULV particles of 50 to 100 micron median diameter. Use up to 0.1 pound of permethrin A.I. per acre at a 300 ft. (91.2 m) swath width while walking at a speed of 2 MPH (3.2 KPH). Make sure that the same amount (0.1 pound) of permethrin A.I. and piperonyl butoxide A.I. is applied per acre.

When this product is applied as a barrier application using low pressure hand sprayers, hydraulic sprayers or ground ULV equipment, do not apply within 100 ft. (30 m) of lakes and streams.

AERIAL APPLICATION

Apply **AllPro Evoluer 4-4 ULV** either diluted or undiluted at rates up to 0.007 pound permethrin/PBO per acre by fixed wing or rotary aircraft equipped with a spraying system capable of making a ULV application.

For aerial applications of **AllPro Evoluer 4-4 ULV** made at ≤ 200 ft. above ground elevation, use ULV equipment and nozzles such as rotary atomizers or similar spray equipment. Spray equipment must be adjusted so the volume median diameter produced is less than 60 microns ($Dv 0.5 < 60 \mu m$) and that 90% of the spray is contained in droplets smaller than 115 microns ($Dv 0.9 < 115 \mu m$). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to product acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rates(s) are properly calibrated.

For aerial applications of **AllPro Evoluer 4-4 ULV** made at > 200 ft. above ground elevation, use ULV equipment and nozzles such as rotary atomizers or similar spray equipment. Spray equipment must be adjusted so the volume median diameter produced is less than 70 microns ($Dv 0.5 < 70 \mu m$) and that 90% of the spray is contained in droplets smaller than 145 microns ($Dv 0.9 < 145 \mu m$). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to product acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rates(s) are properly calibrated.

Aerial application of **AllPro Evoluer 4-4 ULV** shall be made at altitudes ranging from 100 ft. to 300 ft. The recommended airspeed for Fixed Wing aircraft with flat fan nozzles is from 120 to 160 MPH. For Rotary Aircraft equipped with rotary nozzles, apply at a sufficient airspeed to deliver the appropriate amount of **AllPro Evoluer 4-4 ULV** A.I. per acre. Do not exceed 3/10 fluid ounces per acre of **AllPro Evoluer 4-4 ULV** which is equal to 0.007 pound permethrin A.I. per acre and 0.007 pound piperonyl butoxide A.I. per acre.

IN FLORIDA: Do not apply by aircraft unless approved by the Florida Department of Agriculture and Consumer Services.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

PESTICIDE STORAGE AND SPILL PROCEDURES: Store upright at room temperature. Avoid exposure to extreme temperatures. In case of spill or leakage, soak up with an absorbent material such as sand, sawdust, earth, fuller's earth, etc. Dispose of with chemical waste.

PESTICIDE DISPOSAL: Pesticide, spray mixture or rinsate that cannot be used according to label instructions must be disposed of at or by an approved waste disposal facility.

CONTAINER HANDLING:

NONREFILLABLE CONTAINER: Do not reuse or refill this container. Triple rinse or pressure rinse container promptly after emptying. Then offer for recycling, if available, or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities.

TRIPLE RINSE AS FOLLOWS - CONTAINERS 5 GALLONS OR LESS IN CAPACITY:

Do not reuse or refill this container. Triple rinse or pressure rinse container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill container 1/4 full with mineral oil and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

CONTAINERS GREATER THAN 5 GALLONS IN CAPACITY: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with mineral oil. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.

PRESSURE RINSE AS FOLLOWS: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure-rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

READ ENTIRE LABEL BEFORE USING

Read the entire **Directions for Use, Conditions, Disclaimer of Warranties, and Limitation of Liability** before using this product. By using this product, User and Buyer accept the following Conditions, Disclaimer of Warranties and Limitations of Liability.

CONDITIONS: The Directions for Use of this product are believed to be adequate and should be followed carefully. However it is impossible to eliminate all risks associated with the use of this product. Injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of **Value Garden Supply**. To the extent consistent with applicable, all such risks shall be assumed by the User or Buyer.

DISCLAIMER OF WARRANTIES: To the extent provided by law, there are no warranties express or implied, of merchantability or of fitness for a particular purpose or otherwise, which extend beyond the statements made on this label. No agent of **Value Garden Supply** is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. **Value Garden Supply** disclaims any liability whatsoever for special, incidental, or consequential damages resulting from the use or handling of this product.

LIMITATION OF WARRANTIES: The exclusive remedy of the User or Buyer for any and all losses, injuries or damages resulting from the use or handling of this product, whether in contract warranty, tort, negligence, strict liability, or otherwise, shall not exceed the purchase price, or at **Value Garden Supply's** option, the replacement of the product.

EPA Reg. No 768-982
EPA Est. No. 44616-MO-1

RM# 26394-714

Manufactured by:
Value Garden Supply
P.O. Box 585, St. Joseph, MO 64502
(248) 773-7460



SAFETY DATA SHEET



SECTION 1: IDENTIFICATION

PRODUCT NAME: AllPro Evoluer 4-4 ULV
EPA REG. NUMBER: 769-982
PRODUCT NUMBER: 51040, 51045

MANUFACTURER: Value Garden Supply
ADDRESS: P.O. Box 585, St. Joseph, MO 64502
MANUFACTURER PHONE: (888) 603-1008
MANUFACTURER FAX PHONE: (952) 884-6149
EMERGENCY PHONE: (800) 858-7378

PRODUCT USE: For use only by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

SECTION 2: HAZARD IDENTIFICATION

SIGNAL WORD: DANGER

HAZARD STATEMENTS: May be fatal if swallowed and enters airways. Harmful if swallowed. Harmful in contact with skin. Harmful if inhaled.

SYMBOLS: Health Hazard, and Exclamation Mark.



PRECAUTIONARY STATEMENTS:

- PREVENTION:** Do not breathe mists. Wash hands thoroughly after handling. Avoid breathing mist and spray. Use only outdoors in a well-ventilated area. Wear protective gloves and clothes, eye and face protection. Do not eat, drink or smoke when using this product.
- RESPONSE:** If swallowed: Immediately call a poison center. Do NOT induce vomiting. Rinse mouth. If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a poison center, if you feel unwell. If on skin: Wash with plenty of water. Take off immediately all contaminated clothing and wash it before reuse.
- STORAGE:** Store locked up.
- DISPOSAL:** Dispose of contents at approved chemical waste disposal facility. Dispose of empty containers after triple rinsing, or according to label directions, in regular waste (see section 13 for specific instructions).

90% of this mixture consists of ingredients of unknown acute toxicity.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

| INGREDIENTS*: | CAS NO. | % WT |
|----------------------|----------------|-------------|
| Permethrin | 52645-53-1 | 4% |
| Piperonyl Butoxide | 51-03-6 | 4% |
| Mineral Oil | 64741-89-5 | <90% |

A trade secret under 29 CFR 1200(i) is claimed for the remaining ingredients of this product.

* All ingredients in quantities > 1.0 % (> 0.1 % for carcinogens or teratogens) that are **potentially** hazardous per OSHA definitions

SECTION 4: FIRST AID MEASURES

EYES: Hold eyes open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eyes. Call a poison control center or doctor for treatment advice.

SKIN: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.

INGESTION: Immediately call a Poison Control Center or doctor. Do not induce vomiting unless told to by a poison control center or doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person.

INHALATION: Get to fresh air. Call a poison control center or doctor for treatment advice.

IMPORTANT: Have this product label with you when calling a poison control center or doctor or when going for treatment. You may also call 1-800-858-7378 for emergency medical treatment advice.

NOTES TO PHYSICIANS OR FIRST AID PROVIDERS: Contains petroleum distillate. Vomiting may cause aspiration pneumonia.



SAFETY DATA SHEET



SECTION 5: FIRE-FIGHTING MEASURES

FLASH POINT: 200°F

AUTOIGNITION TEMPERATURE: N/A

EXTINGUISHING MEDIA: Carbon dioxide, foam, dry chemical, or ware fog

SPECIAL FIRE FIGHTING PROCEDURES: Wear full protective clothing and self-contained breathing apparatus. Evacuate non-essential personnel from the area to prevent exposure to fire, smoke, fumes, or products of combustion. Prevent use of contaminated buildings, area and equipment until decontaminated. Smother to exclude air. Do not use water. Handle as an oil fire.

UNUSUAL FIRE AND EXPLOSION HAZARDS: None.

NFPA HAZARD CLASSIFICATION:

| | | | |
|---------------|-------------|-------------------|----------------|
| <u>HEALTH</u> | <u>FIRE</u> | <u>REACTIVITY</u> | <u>SPECIAL</u> |
| 1 | 0 | 0 | N/A |

NFPA HAZARD RATING CODES: INSIGNIFICANT SLIGHT MODERATE HIGH EXTREME

| | | | | |
|---|---|---|---|---|
| 0 | 1 | 2 | 3 | 4 |
|---|---|---|---|---|

SPECIAL CODES: OX = oxidiser, SA = simple asphyxiant, W = reacts with water

SECTION 6: ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: In case of spill or leakage, ventilate the area, wear chemical resistant gloves, and footwear. Retrieve and filter the liquid in some manner and use as directed on this label, or "soak-up" the liquid with absorbent material such as sawdust, soil, fuller's earth or, etc. Wear goggles with splash protection or face shield, rubber gloves (nitrile, neoprene, laminated, or Viton), rubber boots, long sleeves and long pants to prevent contact with spilled product.

SMALL SPILLS: Cover spill with absorbent material, such as sand, sawdust, earth, etc.. Sweep up and place in an approved chemical waste container. Wash the spill area with water and detergent. Do not allow wash water into sewers or other bodies of water.

LARGE SPILLS: Contain spill and prevent it from reaching sewers or surface waters. Cover spill with absorbent material. Sweep up and place in an approved chemical waste container. Wash the spill area with water and detergent. Do not allow wash water into sewers or other bodies of water.

SECTION 7: HANDLING AND STORAGE

HANDLING AND STORAGE: Do not contaminate water, food or feed by storage or disposal. Store upright at room temperatures. Do not expose to extreme temperatures. Store in well-ventilated, secure area, out of reach of children and animals. Do not store near food, beverages or tobacco products. Prevent eating, drinking, tobacco use, and cosmetics application in areas where there is a potential for exposure to this product. Always wash thoroughly after handling. Do not contaminate water, food or feed by storage or handling. Store containers upright at room temperature. Avoid extreme temperatures.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

| INGREDIENTS*: | CAS NO. | % WT | OSHA TWA | OSHA STEL | ACGIH TWA | ACGIH STEL | OTHER† |
|--------------------|------------|------|----------|-----------|-----------|------------|--------|
| Permethrin | 52645-53-1 | 4% | NE | NE | NE | NE | NE |
| Piperonyl Butoxide | 51-03-6 | 4% | NE | NE | NE | NE | NE |
| Mineral Oil | 64741-89-5 | <90% | NE | NE | NE | NE | NE |

* All ingredients in quantities > 1.0 % (> 0.1 % for carcinogens or teratogens) that are potentially hazardous per OSHA definitions

† AIHA WEEL 8 hour TWA or NIOSH REL 8 hour TWA

N/A = not applicable NE = not established

ENGINEERING CONTROLS: Engineering Controls: Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR 170.240(d)(6)). Human flagging is prohibited. Flagging to support aerial application is limited to use of the Global Positioning System (GPS) or mechanical flaggers.

EYE PROTECTION: Goggles for splash protection, or face shield.

SKIN PROTECTION: Some Materials that are chemical-resistant to this product are nitrile and neoprene. If you want more options, follow the instructions for category E on an EPA chemical-resistance category selection chart. Mixers, applicators, and other handlers must wear: Long-sleeve shirt and long pants; shoes plus socks; chemical-resistant gloves for all handlers (except for applicators using motorized ground equipment, pilots, and flaggers); chemical-resistant apron for mixers/loaders, persons cleaning equipment, and persons exposed to the concentrate. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.



SAFETY DATA SHEET



WORK HYGIENIC PRACTICES: User should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. User should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

| | |
|--|---|
| APPEARANCE: Clear amber liquid | VAPOR PRESSURE (mmHg at 20°C): <1 |
| ODOR: Slight solvent and licorice | VAPOR DENSITY (AIR = 1): >1 |
| ODOR THRESHOLD: N/A | pH: N/A |
| PHYSICAL STATE: Liquid | SPECIFIC GRAVITY: 0.842-0.846 |
| BOILING POINT: NE | DENSITY: 0.842-0.846g/ml |
| MELTING POINT: N/A | FLASH POINT: 200°F |
| FLAMMABILITY: N/A | AUTO IGNITION: N/A |
| VISCOCITY (cSt at 40°C): NE | LEL/UEL: N/A |
| WATER SOLUBILITY: will not mix with water | OTHER SOLUBILITIES: Miscible in oil |
| DECOMPOSITION TEMPERATURE: N/A | PARTITION COEFFICIENT (n-octanol/water): N/A |
| EVAPORATION RATE (BuAc = 1): NE | % VOLATILE BY VOLUME: NE |

SECTION 10: STABILITY AND REACTIVITY

HAZARDOUS POLYMERIZATION: Will not occur
CONDITIONS TO AVOID: Temperatures over 120°F
INCOMPATIBLE MATERIALS: Strong oxidizers

SECTION 11: TOXICOLOGICAL INFORMATION

ACUTE ORAL EFFECTS: Oral LD50 (Rat): >500 to <5,000 mg./kg. (female) >5,000 mg./kg. (male)
ACUTE RESPIRATORY EFFECTS: Contains petroleum distillates, which create an aspiration hazard.
ACUTE DERMAL EFFECTS: Dermal LD50 (Rat): >2,000 mg/kg. Permethrin is a skin sensitizer in some individuals.
EYE EFFECTS: Minimally irritating

CARCINOGENICITY: Permethrin: A statistically significant increase of lung and liver tumors was observed in female mice receiving diets containing 375 and 750 mg/kg/day over 85 weeks. Piperonyl Butoxide: Marginally higher incidences of benign liver tumors in mice were observed following lifetime high dose exposures. The significance of this observation is questionable and under review. The doses at which tumors were observed greatly exceeded human dietary intake. At anticipated dietary exposure levels, it is highly unlikely that piperonyl butoxide would result in carcinogenic effects. IARC has also concluded that there is no evidence for the carcinogenicity of white oils when administered by routes other than by interperitoneal injection. The solvent is not carcinogenic according to the OSHA Hazard Communication Standard.

TERATOGENICITY (birth defects): Permethrin and Piperonyl Butoxide were not teratogenic when tested in rats.

REPRODUCTIVE TOXICITY: Permethrin and Piperonyl Butoxide were not reproductive toxins when tested in rats.

MUTAGENICITY (genetic effects): Permethrin and Piperonyl Butoxide did not produce any mutagenic effects when tested in the Ames test.

SECTION 12: ECOLOGICAL INFORMATION

ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to aquatic organisms, including fish and invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean water mark. Do not apply when weather conditions favor drift



SAFETY DATA SHEET



from treated areas. Drift and runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. Do not contaminate water when disposing of equipment wash waters. Under some conditions, it may also have a potential for transport into surface water runoff (primarily adsorbed to suspended soil particles), for several months or more after application. These include poorly drained or wet soils with readily visible slopes toward adjacent surface waters, frequently flooded areas, and areas overlying extremely shallow groundwater, areas with in-field canals or ditches that drain to surface water, areas not separated from adjacent surface waters with vegetated filter strips, and areas overlying tile drainage systems that drain to surface waters.

Bee Warning: This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift on blooming crops or weeds while bees are actively visiting the treatment areas, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose of the resulting chemical waste as follows. Pesticide Disposal: Pesticide, spray mixture or rinsate water that cannot be used according to label instructions must be disposed of at or by an approved waste disposal facility.

Container Handling: Nonrefillable container. Do not reuse or refill this container. Triple rinse or pressure rinse container promptly after emptying. Then offer for recycling, if available, or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities. **Triple Rinse as Follows-Containers 5 gallons or less in capacity:** Do not reuse or refill this container. Triple rinse or pressure rinse container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill container 1/4 full with mineral oil and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. **Containers greater than 5 gallons in capacity:** Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with mineral oil. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure Rinse as Follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure-rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

SECTION 14: TRANSPORT INFORMATION

*DOT SHIPPING NAME: N/A

* U.S. Department of Transportation

IMO: N/A

SECTION 15: REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS: This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. The requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

CAUTION: Harmful if swallowed or absorbed through the skin, or inhaled. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Remove contaminated clothing and wash before reuse.

SARA TITLE III: Section 311/312: Acute Health Hazard – Yes; Chronic Health Hazard – Yes; Fire Hazard – No; Sudden release of pressure hazard – No; Reactivity hazard – No; Section 313 chemicals: Permethrin (4%) (CAS # 52645-53-1), Piperonyl Butoxide (4%) (CAS # 51-03-6)

CERCLA: N/A

INDIVIDUAL STATES: N/A

SECTION 16: OTHER INFORMATION

This information is provided in good faith, but without express or implied warranty. For additional information, refer to the current American Conference of Governmental Industrial Hygienists (ACGIH) documentation for Threshold Limit Values (TLVs) for individual components, current American Industrial Hygiene Association (AIHA) documentation for Workplace Environmental Exposure Levels (WEELs), and the current U.S. DOT Emergency Response Guidebook.



PYRENONE® 25-5

Public Health Insecticide

- * FOR APPLICATION AS A SPACE, AREA OR CONTACT SPRAY. DEPENDENT UPON PESTS TO BE CONTROLLED AND THE AREA TO BE TREATED, MAY BE APPLIED THROUGH MECHANICAL AEROSOL GENERATORS (ULV) OR THERMAL FOGGING EQUIPMENT AS WELL AS CONVENTIONAL FOGGING OR SPRAYING EQUIPMENT.
- * MAY BE USED OVER ALL CROPS.
- * THE ACTIVE INGREDIENTS ARE EXEMPT FROM TOLERANCES WHEN APPLIED TO GROWING CROPS [see 40 CFR § 180.1001 (b)]

ACTIVE INGREDIENTS

| | |
|--------------------------------------|--------|
| ♦Pyrethrins..... | 5.0% |
| *▲Piperonyl Butoxide, Technical..... | 25.0% |
| †OTHER INGREDIENTS | 70.0% |
| | 100.0% |

*Equivalent to min 20% (butylcarbityl) (6-propylpiperonyl) ether and 5% related compounds.

†Contains Petroleum Distillates

†Contains 0.367 pounds of Pyrethrins per gallon.

†Contains 1.83 pounds of Piperonyl Butoxide per gallon.

EPA REG. NO. 432-1050

EPA EST. NO. 432-TX-1

KEEP OUT OF REACH OF CHILDREN

CAUTION

FIRST AID

| | |
|--|---|
| If swallowed | <ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give any liquid to the person. • Do not give anything by mouth to an unconscious person. |
| If inhaled | <ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. • Call a poison control center or doctor for further treatment advice. |
| If in eyes | <ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice. |
| If on skin or clothing | <ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 to 20 minutes. • Call a poison control center or doctor for treatment advice. |
| Have the product container or label with you when calling a poison control center or doctor, or going for treatment. In case of Medical emergencies or health and safety inquiries or in case of fire, leaking or damaged containers, information may be obtained by calling 1-800-334-7577. | |
| Note To Physician: Contain petroleum distillates – vomiting may cause aspiration pneumonia. | |

See Rear Panel For Additional Precautions

PRECAUTIONARY STATEMENTS

Hazards To Humans & Domestic Animals

CAUTION

Harmful if swallowed or inhaled. Avoid breathing spray mist. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse. Remove pets, birds and cover fish aquaria before spraying.

Environmental Hazards

This pesticide is highly toxic to fish. Do not contaminate bodies of water when disposing of equipment rinsate or washwaters.

WIDE-AREA MOSQUITO CONTROL APPLICATIONS BY GROUND OR AERIAL EQUIPMENT. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish. Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist. Do not apply over bodies of water (lakes, rivers, permanent streams, natural ponds, commercial fish ponds, swamps, marshes or estuaries) except when necessary to target areas where adult mosquitoes are present, and weather conditions will facilitate movement of applied material away from the water in order to minimize incidental deposition into the water body.

Do not apply to blooming crops or weeds when bees are visiting the treatment area, except when applications are made to prevent or control a threat to public and/or animal health determined by the state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.
READ ENTIRE LABEL FOR DIRECTIONS

WIDE AREA MOSQUITO CONTROL

FOR USE ONLY BY FEDERAL, STATE, TRIBAL OR LOCAL GOVERNMENT OFFICIALS RESPONSIBLE FOR PUBLIC HEALTH OR VECTOR CONTROL, OR BY PERSONS CERTIFIED BY THE STATE OR TRIBAL LEAD PESTICIDE REGULATORY AGENCY TO PERFORM ADULT MOSQUITO CONTROL APPLICATION, OR BY PERSONS UNDER THEIR DIRECT SUPERVISION

Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if permits or other regulatory requirements exist.

Pyrethrin 25-5 Public Health Insecticide provides effective control of adult mosquitoes, all common diptera in areas such as but not limited to industrial areas, urban areas, parks, campsites, woodlands, athletic fields, golf courses, playgrounds, recreational and overgrown waste areas, roadsides, and other public areas where adult mosquitoes and flies occur. Pyrethrin 25-5 Public Health Insecticide may be used over agricultural crops because the ingredients are exempt from tolerance when applied to growing crops. For best results, apply when meteorological conditions create a temperature inversion and ground wind speed is equal to or greater than 1 mph. The application should be made so the wind will carry the insecticidal fog into the area being treated. Pyrethrin 25-5 Public Health Insecticide can be applied as undiluted or diluted with refined soybean oil, light mineral oil of 54 second viscosity or other suitable solvent or diluent. Pyrethrin 25 Public Health Insecticide can be applied undiluted or diluted with refined soybean oil, light mineral oil of 54 second viscosity, or other suitable solvent or diluent. Use a white mineral oil diluent conforming to regulation 21CFR 178.3620(b) or a odorless light petroleum hydrocarbon diluent conforming to 21CFR 172.882 or 40 CFR 180.910 (Inert ingredients used pre- and post-harvest; exemptions from the requirement of a tolerance), and 180.930 (Inert ingredients applied to animals; exemptions from the requirement of a tolerance).

Spray Droplet Size Determination

Ground Equipment:

Spray equipment must be adjusted so that the volume median diameter is less than 30 microns ($Dv\ 0.5 < 30\ \mu m$) and that 90% of the spray is contained in droplets smaller than 50 microns ($Dv\ 0.9 < 50\ \mu m$). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

Aerial Equipment:

Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ($Dv\ 0.5 < 60\ \mu m$) and that 90% of the spray is contained in droplets smaller than 100 microns ($Dv\ 0.9 < 100\ \mu m$). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

All types of applications should be conducted at temperatures of 50°F. Apply when ground wind speeds are equal to or greater than 1mph.

GROUND APPLICATION

Vehicle-Mounted ULV Cold Aerosol Generators or Vehicle-Mounted Non-Thermal Aerosol (Cold Fog): Apply through non-thermal ULV application equipment and base acreage calculations on the equipment manufacturer's recommended swath width. Apply at a rate not to exceed 0.0025 pounds of pyrethrins per acre in any given 24 hour period. An optimum swath is created when Pyrenone 25-5 Public Health Insecticide is applied from a truck that is being driven perpendicular to the wind direction. Direct the spray head of equipment to ensure even distribution of the spray cloud throughout the area. For best results, apply when insects are most active and meteorological conditions are conducive to keeping the spray cloud in the air column close to the ground. An inversion of air temperatures and a light breeze is preferable. Do not exceed 25 applications at 0.0025 pounds of pyrethrins per acre (not to exceed a total of 0.0625 pounds of pyrethrins per acre) in any given season. More frequent applications may be made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort. Application during the cooler hours of the night or early morning is recommended.

Pyrenone 25-5 Public Health Insecticide may be applied through ULV Cold Aerosol Generators, or other equipment designed for non-thermal ULV aerosol applications. The desired application rate may be obtained under different conditions by altering the dilution rate of Pyrenone 25-5 Public Health Insecticide, the flow rate of the insecticide from the application equipment and the vehicle speed.

Pyrenone 25-5 Public Health Insecticide ingredient per acre as show in the table below. If an alternative dilution rate is used, adjust the flow rate accordingly, provided the droplet size and spectrum remains with label specifications.

WIDE AREA MOSQUITO CONTROL (continued)

| | | Flow Rate (Fluid Ounces Per Minute) | | |
|---------------------------------------|---------------------|-------------------------------------|-------------|-------------|
| Application rate (lb pyrethrins/acre) | Vehicle Speed (MPH) | Undiluted | Diluted 1:1 | Diluted 1:2 |
| 0.0009 | 5 | 1.0 | 1.9 | 2.9 |
| | 10 | 1.9 | 3.8 | 5.7 |
| | 15 | 2.9 | 5.7 | 8.6 |
| | 20 | 3.8 | 7.6 | 11.4 |
| 0.0018 | 5 | 1.9 | 3.8 | 5.7 |
| | 10 | 3.8 | 7.6 | 11.4 |
| | 15 | 5.7 | 11.4 | 17.1 |
| | 20 | 7.6 | 15.2 | 22.8 |
| 0.0025 | 5 | 2.6 | 5.3 | 7.8 |
| | 10 | 5.3 | 10.6 | 15.8 |
| | 15 | 7.9 | 15.8 | 23.8 |
| | 20 | 10.6 | 21.2 | 31.8 |

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

PESTICIDE STORAGE AND SPILL PROCEDURES: Store upright at room temperature. Avoid exposure to extreme temperatures. In case of spill or leakage, soak up with an absorbent material such as sand, sawdust, earth, fuller's earth, etc. Dispose of with chemical waste.

Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Metal Containers – Triple rinse or equivalent.

Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities.

Plastic Containers – Triple rinse or equivalent. Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by incineration, or if allowed by state and local authorities, by burning. If burned stay out of smoke.

Then dispose of in a sanitary landfill or by other approved state and local procedures.

CONTAINER DISPOSAL FOR RETURNABLE CONTAINERS: Replace the dry disconnect cap if applicable, and seal all openings which have been opened during use. Return empty container to a collection site designated by Bayer Environmental Science. If container has been damaged and cannot be returned according to the recommended procedures, contact Bayer Environmental Science Customer Service Center at 800-843-1702.

RETURNABLE/REFILLABLE SEALED CONTAINER: Do not rinse container. Do not empty remaining formulated product. Do not break seals. Return intact to point of purchase.

IMPORTANT: READ BEFORE USE

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

CONDITIONS: The directions for use of this product are believed to be adequate and should be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Bayer CropScience LP. All such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: BAYER CROPSCIENCE LP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Bayer CropScience LP is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. BAYER CROPSCIENCE LP DISCLAIMS ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

LIMITATIONS OF LIABILITY: TO THE EXTENT OF THE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT BAYER CROPSCIENCE LP'S ELECTION, THE REPLACEMENT OF PRODUCT.

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NET CONTENT: 5 Gallon, 30 Gallon



Bayer Environmental Science

**A Business Group of Bayer CropScience LP
PO Box 12014, 2 T.W. Alexander Drive
Research Triangle Park, North Carolina 27709**

05-15-07



Material Safety Data Sheet

PYRENONE® 25-5 PUBLIC HEALTH INSECTICIDE

MSDS Number: 10200004841
 MSDS Version 3.1
 Revision Date: 07/09/2010

SECTION 1. CHEMICAL PRODUCT AND COMPANY INFORMATION

Product name PYRENONE® 25-5 PUBLIC HEALTH INSECTICIDE
MSDS Number 10200004841
EPA Registration No. 432-1050

Bayer Environmental Science
 2 T.W. Alexander Drive
 Research Triangle PK, NC 27709
 USA

For MEDICAL, TRANSPORTATION or other EMERGENCY call: 1-800-334-7577 (24 hours/day)
 For Product Information call: 1-800-331-2867

SECTION 2. HAZARDS IDENTIFICATION

NOTE: Please refer to Section 11 for detailed toxicological information.

Emergency Overview Caution! Harmful by inhalation and if swallowed. Avoid breathing spray mist. Avoid contact with skin, eyes and clothing. Wash thoroughly with soap and water after handling. Keep away from domestic animals.

Physical State liquid
Odor mild
Appearance amber
Exposure routes Ingestion, Inhalation, Eye contact, Skin contact
Immediate Effects
Eye May cause slight irritation. Avoid contact with eyes.
Skin May cause slight irritation. Avoid contact with skin and clothing.
Ingestion Harmful if swallowed. Do not take internally.
Inhalation Harmful if inhaled. Avoid breathing spray mist.
Chronic or Delayed Long-Term This product contains ingredients that are considered to be probable or suspected human carcinogens (see Section 11 - Chronic). This product or its components may have target organ effects. This product or its components may have long term (chronic) health effects.
Potential Environmental Effect Highly toxic to fish.



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SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

| <u>Hazardous Component Name</u> | <u>CAS-No.</u> | <u>Average % by Weight</u> |
|---|----------------|----------------------------|
| Pyrethrins including cinerins | 8003-34-7 | 5.00 |
| Piperonyl butoxide | 51-03-6 | 25.00 |
| Distillates (petroleum), hydrotreated light | 64742-47-8 | 15.00 |

SECTION 4. FIRST AID MEASURES

| | |
|---------------------------|--|
| General | When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment. |
| Eye | Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately. |
| Skin | Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately. |
| Ingestion | Call a physician or poison control center immediately. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended. |
| Inhalation | Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately. |
| Notes to physician | |
| Signs and Symptoms | Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhoea. If large amounts are ingested, the following symptoms may occur: Dizziness Lack of coordination Tremors Unconsciousness |
| Hazards | Contains hydrocarbon solvents. May pose an aspiration pneumonia hazard. |
| Treatment | Treat symptomatically. There is no specific antidote. |

SECTION 5. FIRE FIGHTING MEASURES

| | |
|--------------------|--|
| Flash point | 137.8 °C / 280.0 °F Test type: Tag closed cup |
|--------------------|--|



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Suitable extinguishing media Carbon dioxide (CO2), Dry chemical, Foam, Water

Fire Fighting Instructions Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.

Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions Keep unauthorized people away. Isolate hazard area. Avoid contact with spilled product or contaminated surfaces.

Methods for cleaning up Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Collect and transfer the product into a properly labelled and tightly closed container. Clean contaminated floors and objects thoroughly, observing environmental regulations.

Additional advice Use personal protective equipment. Do not allow to enter soil, waterways or waste water canal.

SECTION 7. HANDLING AND STORAGE

Handling procedures Handle and open container in a manner as to prevent spillage. Maintain exposure levels below the exposure limit through the use of general and local exhaust ventilation.

Storing Procedures Store in original container and out of the reach of children, preferably in a locked storage area. Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed.

Work/Hygienic Procedures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.

Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

General Protection Follow all label instructions. Train employees in safe use of the product.



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Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry.

- Eye/Face Protection** Tightly fitting safety goggles
- Hand protection** Chemical resistant nitrile rubber gloves
- Body Protection** Wear long-sleeved shirt and long pants and shoes plus socks.
- Respiratory protection** When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

Exposure Limits

| | | | | |
|-------------------------------|-----------|-----------|---------|----------------------|
| Pyrethrins including cinerins | 8003-34-7 | ACGIH | TWA | 5 mg/m ³ |
| | | NIOSH | REL | 5 mg/m ³ |
| | | OSHA Z1 | PEL | 5 mg/m ³ |
| | | OSHA Z1A | TWA | 5 mg/m ³ |
| | | US CA OEL | TWA PEL | 5 mg/m ³ |
| | | TX ESL | ST ESL | 50 ug/m ³ |
| | | TX ESL | AN ESL | 5 ug/m ³ |
| | | OES BCS* | TWA | 5 mg/m ³ |
| Piperonyl butoxide | 51-03-6 | TN OEL | TWA | 5 mg/m ³ |
| | | OES BCS* | TWA | 500 ppm |

*OES BCS: Internal Bayer CropScience "Occupational Exposure Standard"

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

- Appearance** amber
- Physical State** liquid
- Odor** mild
- Density** ca. 0.881 g/cm³ at 20 °C
- Water solubility** insoluble

SECTION 10. STABILITY AND REACTIVITY

- Conditions to avoid** Heat, flames and sparks.
- Incompatibility** Strong oxidizing agents



Material Safety Data Sheet

PYRENONE® 25-5 PUBLIC HEALTH INSECTICIDE

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Piperonyl butoxide
OSHA
None.

51-03-6

Overall evaluation: 3

| | |
|------------------------------|--|
| Reproductive toxicity | <p>REPRODUCTION: Pyrethrin was not a reproductive toxicant in a multi-generation rat study.</p> <p>Piperonyl butoxide was not a reproductive toxicant in a two-generation study in rats.</p> <p>DEVELOPMENTAL TOXICITY: Pyrethrin was not a developmental toxicant in rats and rabbits.</p> <p>Piperonyl butoxide did not cause developmental, embryotoxic or teratogenic effects in developmental toxicity studies in rats and rabbits.</p> |
| Neurotoxicity | <p>Pyrethrin caused neurobehavioral effects (e.g., tremors) in rats following acute and repeated oral exposure.</p> <p>Piperonyl butoxide did not demonstrate the potential to cause neurotoxicity in standard toxicity studies submitted to the Agency. EPA has concluded that there is not a concern for neurotoxicity resulting from exposure to piperonyl butoxide.</p> |
| Mutagenicity | <p>Pyrethrin was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.</p> <p>Piperonyl butoxide does not have significant potential for mutagenicity based on sufficient evidence.</p> |

SECTION 12. ECOLOGICAL INFORMATION

| | |
|----------------------------------|--|
| Environmental precautions | Do not apply when weather conditions favor runoff or drift. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Apply this product as specified on the label. |
|----------------------------------|--|

SECTION 13. DISPOSAL CONSIDERATIONS

| | |
|----------------------------------|---|
| General Disposal Guidance | Pesticide, spray mixture or rinse water that cannot be used according to label instructions may be disposed of on site or at an approved waste disposal facility. |
| Container Disposal | Do not re-use empty containers. Triple rinse containers. Then offer for recycling or reconditioning or puncture and dispose of in a sanitary landfill or incineration, or if allowed by State and Local authorities, by burning. If burned, stay out of smoke. Follow advice on product label and/or leaflet. |



Material Safety Data Sheet

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RCRA Information Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14. TRANSPORT INFORMATION

49CFR

UN-Number **3082**
Class **9**
Packaging group **III**
Marine pollutant **Marine Pollutant**
Description of the goods **ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (PYRETHRINS)**
RQ **Reportable Quantity is reached with 20 lb of product.**

IMDG

UN-Number **3082**
Class **9**
Packaging group **III**
Marine pollutant **Marine Pollutant**
Description of the goods **ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (PYRETHRINS SOLUTION)**

IATA

UN-Number **3082**
Class **9**
Packaging group **III**
Description of the goods **ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (PYRETHRINS SOLUTION)**

This transportation information is not intended to convey all specific regulatory information relating to this product. It does not address regulatory variations due to package size or special transportation requirements.

Freight Classification: **INSECTICIDES OR FUNGICIDES, N.O.I., OTHER THAN POISON**

SECTION 15. REGULATORY INFORMATION

EPA Registration No. 432-1050

US Federal Regulations

TSCA list

Piperonyl butoxide 51-03-6
Distillates (petroleum), hydrotreated light 64742-47-8

US Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)
None.



Material Safety Data Sheet

PYRENONE® 25-5 PUBLIC HEALTH INSECTICIDE

MSDS Number: 102000004841
MSDS Version 3.1

SARA Title III - Section 302 - Notification and Information

None.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

Piperonyl butoxide 51-03-6 1.0%

US States Regulatory Reporting

CA Prop65

This product does not contain any substances known to the State of California to cause cancer.

This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

| | | |
|-------------------------------|-----------|------------------------|
| Pyrethrins including cinerins | 8003-34-7 | CA, CT, IL, MN, PA, RI |
| Piperonyl butoxide | 51-03-6 | NJ |

Canadian Regulations

Canadian Domestic Substance List

| | |
|---|------------|
| Pyrethrins including cinerins | 8003-34-7 |
| Piperonyl butoxide | 51-03-6 |
| Distillates (petroleum), hydrotreated light | 64742-47-8 |

Environmental

CERCLA

| | | |
|-------------------------------|-----------|-------|
| Pyrethrins including cinerins | 8003-34-7 | 1 lbs |
|-------------------------------|-----------|-------|

Clean Water Section 307 Priority Pollutants

None.

Safe Drinking Water Act Maximum Contaminant Levels

None.

International Regulations

European Inventory of Existing Commercial Substances (EINECS)

| | |
|---|------------|
| Pyrethrins including cinerins | 8003-34-7 |
| Distillates (petroleum), hydrotreated light | 64742-47-8 |

SECTION 16. OTHER INFORMATION

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Reactivity - 0 Others - none

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: Updated for general editorial purposes.

Revision Date: 07/09/2010

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder: CS

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 12, 2021 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

Initials of Bidder: CS

- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 **Evaluation:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 **Inspections:** Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 **Testing:** Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 **Disqualification of Bidder:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are

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obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or

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provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will

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only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 **Modifications:** This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 **Seller to Package Goods:** Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 **Shipment Under Reservation Prohibited:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 **Delivery Terms:** F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 **Place of Delivery:** The place of delivery shall be that set forth in the block of the

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purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

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- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or

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equity.

- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.
- In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even

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though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide traffic signs, posts and supplies for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2021 through March 31, 2022**, renewable annually for four (4) years (through 31 March 2026) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
- 5.2.1 Name of governmental entity is to read: Fort Bend County.
- 5.2.2 Identification number used by the governmental entity is: B21-049.
- 5.2.3 Description is the title of the solicitation: Traffic Signs, Posts, Supplies.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

Initials of Bidder: CS

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission:

- 12.1 Electronic Excel file of Pricing Form on CD or flash drive and printed hard copy
- 12.2 Vendor Form
- 12.3 W9 Form
- 12.4 Tax Form/Debt/Residence Certification
- 12.5 Contractor Acknowledgement of Stormwater Management Program

**Contract Sheet
Bid 21-049**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 23rd day of March, 2021,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Rentokil North America, Inc DBA Target Specialty Products (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Purchase of Weed, Brush and
Insect Control Chemicals** which are hereto attached and made a part hereof, together with this instrument and
the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the
items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto
and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23 day of March, 2021.


By: _____
County Judge KP George
County Judge, KP George


By: _____
Signature of Contractor

By: Crystal Salter
Printed Name and Title



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

January 6, 2021

TO: All Prospective Bidders

RE: Addendum No.1 – Fort Bend County BID 21-049 – Weed, Brush & Insect Chemicals

Addendum 1:

Vendors are to download the Amended1 Pricing Form and provide with their solicitation response. Item #43 was added to page 7.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

Rentokil North America, Inc DBA Target Specialty Products

Company Name

1/15/2021

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci
Senior Buyer

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | | |
|---|--|--|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rentokil North America, Inc. | | |
| | 2 Business name/disregarded entity name, if different from above Target Specialty Products | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) PO Box 14084 | | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Reading, PA 19612 | | |
| | 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | |
|---------------------------------------|---|--|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | | |
| | | | | | | | | | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| 2 | 3 | | - | 1 | 5 | 6 | 8 | 3 | 5 | 0 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|--|--------------------------|
| Sign Here | Signature of U.S. person ▶ <i>Mike Nichola</i> | Date ▶ 01/21/2020 |
|------------------|--|--------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1--An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2--The United States or any of its agencies or instrumentalities
- 3--A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4--A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 6--A corporation
- 6--A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7--A futures commission merchant registered with the Commodity Futures Trading Commission
- 8--A real estate investment trust
- 9--An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10--A common trust fund operated by a bank under section 584(a)
- 11--A financial institution
- 12--A middleman known in the investment community as a nominee or custodian
- 13--A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 6 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A--An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B--The United States or any of its agencies or instrumentalities
- C--A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D--A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E--A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F--A dealer in securities, commodities, or derivative financial instruments (including national principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G--A real estate investment trust
- H--A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I--A common trust fund as defined in section 584(a)
 - J--A bank as defined in section 681
 - K--A broker
 - L--A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M--A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3678).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: BID 21-049

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 23-1568350

Company Name submitting Bid/Proposal: Rentokil North America, Inc DBA Target Specialty Products

Mailing Address: 1225 N. Post Oak Road Houston, TX 77055

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

N/A

N/A

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Target Specialty Products is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name]

[City and State]

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Target Specialty Products

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in black ink, appearing to read "Crystal Salter".

Contractor Signature

1/15/2021

Date

Crystal Salter

Printed Name

Vector Customer Service Representative

Title

*Amended 1/06/21

Fort Bend County Pricing Form

Bid 21-049

Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2021 through March 31, 2022

Vendor Name: ↓

| Herbicides | Target Specialty Products |
|---|----------------------------------|
| Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 270 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 15 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 250 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Item #3: Dupont Oust Extra, price per pound | Bid Price |
| 4 pound container | No Bid |
| minimum order | No Bid |
| 12 pound container | No Bid |
| minimum order | No Bid |
| 25 pound container | No Bid |
| minimum order | No Bid |

Vendor Name: ↓

| | Target Specialty Products |
|---|---------------------------|
| Item #4: Escort, price per Ounce | Bid Price |
| 1 oz. container | No Bid |
| minimum order | No Bid |
| 8 oz. container | No Bid |
| minimum order | No Bid |
| 16 oz. container | No Bid |
| minimum order | No Bid |
| 64 oz. container | No Bid |
| minimum order | No Bid |

| | Bid Price |
|---|-----------|
| Item #5: Garlon 3A, price per gallon | |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | Bid Price |
|--|-----------|
| Item #6: Garlon 4 Ultra, price per gallon | |
| Lawson # 8935 | No Bid |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

Vendor Name: ↓

| Item #7: Glyphosate 41%+14% Surfactant, price per gallon | Target Specialty Products Bid Price |
|---|--|
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |
| 5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |
| 275 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |
| 265 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |

| Item #8: MSMA 6 Plus 47.60% Active, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| Item #9: Milestone VM, price per gallon | Bid Price |
|--|-------------------|
| 2.5 gallon container | \$300.00 Per Gal |
| minimum order | 2.5 Gal container |
| returnable | No |

| Item #10: Outrider, price per ounce | Bid Price |
|--|------------------|
| 20 oz. container | No Bid |
| minimum order | No Bid |

| Item #11: Pro-Mate Accuracy 30%, price per quart | Bid Price |
|---|------------------|
| 1 quart container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

Vendor Name: ↓

| | Target Specialty Products |
|--|---------------------------|
| Item #12: Rodeo Herbicide, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | |
|--|------------------|
| Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | |
|---|------------------|
| Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon | Bid Price |
| 1 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |

| | |
|---|------------------|
| Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |

Vendor Name: ↓

| | Target Specialty Products |
|---|---------------------------|
| Item #16: Tordon 22K, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 250 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| Item #17: Opensight by Dow AgroScience, price per ounce | Bid Price |
|--|--------------------------|
| 20 oz bottle container | \$5.38 Per oz |
| minimum order | \$107.50 Per 20oz Bottle |
| Brand Bid | Opensight |
| 1.25 pound container | No Bid |
| minimum order | No Bid |
| Brand Bid | No Bid |
| 10 pound container | No Bid |
| minimum order | No Bid |
| Brand Bid | No Bid |

| Item #18: DLZ-MSO Surfactant Plus Drift, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| Item #19: Hardball, 2,4-D Acid, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

Vendor Name: ↓

| | Target Specialty Products |
|--|---------------------------|
| Item #20: Plateau, price per gallon | Bid Price |
| 1 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | |
|---|------------------|
| Item #21: Droplex Xtra, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | |
|--|----------------------|
| Item #22: Vastlan, price per gallon | Bid Price |
| 2.5 gallon container | \$89.60 Per Gal |
| 30 gallon container | No Bid |
| minimum order | 2.5 Gallon Container |
| returnable | No |

| | |
|--|------------------|
| Item #23: Trycera Selective Herbicide, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 265 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | |
|--|------------------|
| Item #24: Dow Frequency, Bareground Herbicide, price per gallon | Bid Price |
| 1 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | |
|---|------------------|
| Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

Vendor Name: ↓

| | Target Specialty Products |
|---|---------------------------|
| Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | Bid Price |
|--|-----------|
| Item #27: Roundup Custom price per gallon | |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| Brand Bid | No Bid |
| returnable | No Bid |

| | Bid Price |
|---|------------------|
| Item #28: Method 240SL, price per gallon | |
| 2.5 gallon container | \$322.56 Per Gal |
| minimum order | 2.5Gal Container |
| 20 gallon container | No Bid |
| minimum order | No Bid |
| Brand Bid | Method 240SL |

| | Bid Price |
|---|--------------------|
| Item #29: Derigo (by Bayer Environmental Science), price per ounce | |
| 60 ounce container | \$7.78 Per oz |
| minimum order | 60 Ounce Container |
| Brand Bid | Derigo |

| | Bid Price |
|---|-----------|
| Item #30: Telar XP (by Bayer Environmental Science), price per ounce | |
| 16 ounce container | No Bid |
| minimum order | No Bid |
| Brand Bid | No Bid |

| | Bid Price |
|---|-----------|
| *Item #43: EcoMIGHT price per gallon | |
| 1 gallon container | No Bid |
| minimum order | No Bid |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| 55 gallon container | No Bid |
| minimum order | No Bid |
| Brand Bid | No Bid |

Vendor Name: ↓

| Insecticides | Target Specialty Products |
|--|---------------------------|
| Item #31: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case | Bid Price |
| 1 case/400 | \$480.00 Per Case of 400 |
| minimum order | 1 Case |
| Item #32: Altosid XR (Mosquito Larvicide and Pupicide), price per carton | Bid Price |
| 1 case/220 | \$759.00 Per Case of 220 |
| minimum order | 1 Case |
| Item #33: Big Foot Dye SS, price per quart | Bid Price |
| 1 quart container | No Bid |
| minimum order | No Bid |
| Item #34: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon | Bid Price |
| 2.5 gallon container | \$21.16 Per Gallon |
| minimum order | 2.5 Gal Container |
| returnable | No |
| Brand Bid | Perm x 4-4 |
| 5 gallon container | \$21.16 Per Gallon |
| minimum order | 5 Gal Case |
| returnable | No |
| Brand Bid | Perm x 4-4 |
| 15 gallon container | \$21.16 Per Gallon |
| minimum order | 15 Gallons |
| returnable | No |
| Brand Bid | Perm x 4-4 |
| 30 gallon container | \$21.16 |
| minimum order | 30 Gallons |
| returnable | No |
| Brand Bid | Perm x 4-4 |
| 55 gallon container | \$17.80 Per Gallon |
| minimum order | 55 Gal Drum |
| returnable | No |
| Brand Bid | Perm x 4-4 |
| 250 gallon container | \$17.66 Per Gallon |
| minimum order | 250 Gallon Tote |
| returnable | No |
| Brand Bid | Perm x 4-4 |
| 275 gallon container | \$17.66 Per Gallon |
| minimum order | 275 Gallon Tote |
| returnable | No |
| Brand Bid | Perm x 4-4 |

Vendor Name: ↓

| | Target Specialty Products |
|---|---------------------------|
| Item #35: Mosquitomist One ULV, price per gallon | Bid Price |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 55 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 275 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | Bid Price |
|---|--------------------|
| Item #36: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon | Bid Price |
| returnable | No Bid |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 5 gallon container | \$206.84 Per Gal |
| minimum order | 5 Gallon Container |
| returnable | No |
| 30 gallon container | \$203.10 Per Gal |
| minimum order | 30 Gal Container |
| returnable | No |
| 55 gallon container | \$194.02 Per Gal |
| minimum order | 55 Gallon Drum |
| returnable | No |

Vendor Name: ↓

| | Target Specialty Products |
|--|---------------------------|
| Item #37: Duet by Clarke Mosquito Control, price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |
| 5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |
| 55 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |
| 275 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| Brand Bid | No Bid |

| | Bid Price |
|---|-----------|
| Item #38: Mosquito Master 4-12, price per gallon | |
| 30 gallon container | No Bid |
| minimum order | No Bid |
| 55 gallon container | No Bid |
| minimum order | No Bid |
| 275 gallon container | No Bid |
| minimum order | No Bid |

| | Bid Price |
|---|-----------|
| Item #39: 1% Solution, Drift Control Agent, price per gallon | |
| 1 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

Vendor Name: ↓

| | Target Specialty Products |
|--|---------------------------|
| Item #40: Droplex, Deposition Aid and Drift Control Agent, price per gallon | Bid Price |
| 1 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | |
|--|------------------|
| Item #41: Liberate by Loveland Products, Inc., price per gallon | Bid Price |
| 2.5 gallon container | No Bid |
| minimum order | No Bid |
| returnable | No Bid |

| | |
|--|------------------|
| Item #42: Natular DT Tablet Residential, 600/case, price per case | Bid Price |
| 600 tablet case | No Bid |
| minimum order | No Bid |

Specimen Label



MilestoneTM

Specialty Herbicide

TMTrademark of Dow AgroSciences LLC

- For control of susceptible broadleaf weeds, including invasive and noxious weeds, on rangeland, permanent grass pastures, Conservation Reserve Program (CRP) acres, non-cropland areas (such as roadsides), non-irrigation ditch banks, natural areas (such as wildlife management areas, wildlife openings, wildlife habitats, recreation areas, campgrounds, trailheads and trails), and grazed areas in and around these sites.

| GROUP | 4 | HERBICIDE |
|-------|---|-----------|
|-------|---|-----------|




Active Ingredient:

| | |
|--|--------|
| aminopyralid: 2-pyridine carboxylic acid, 4-amino-3,6-dichloro-2-pyridinecarboxylic acid, trilisopropanolammonium salt of aminopyralid..... | 40.6% |
| Inert Ingredients | 59.4% |
| Total..... | 100.0% |

Acid Equivalent: aminopyralid (4-amino-3,6-dichloropyridine-2-carboxylic acid) - 21.1% - 2 lb/gal

EPA Reg. No. 62719-519

Container Use Directions

| | | |
|---|--|---|
| <p>1 - Tip</p>  <p>Tilt container to angle as shown and fill head to desired amount - use vertical scale for measuring. Container should be closed.</p> | <p>2 - Level</p>  <p>Hold container up-right and check the amount for accuracy. Add or subtract as needed, using pour-back scale as guide.</p> | <p>3 - Dispense</p>  <p>Remove cap on head and pour into sprayer or other devices. No fluid will pour from the main container. Replace cap for storage in sealed condition.</p> |
|---|--|---|

Keep Out of Reach of Children

CAUTION

Precautionary Statements

Hazard to Humans and Domestic Animals

Causes Moderate Eye Irritation

Avoid contact with eyes or clothing.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

First Aid

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing. Call a poison control center or doctor for treatment advice.

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-800-992-5994 for emergency medical treatment information.

Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater or rinsate.

Notice: Read the entire label. Use only according to label directions. **Before using this product, read Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies elsewhere on this label. If terms are unacceptable, return at once unopened.**

In case of emergency endangering health or the environment involving this product, call 1-800-992-5994. If you wish to obtain additional product information, visit our web site at www.dowagro.com.

Agricultural Chemical: Do not ship or store with food, feeds, drugs or clothing.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about Personal Protective Equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Chemical-resistant gloves made of any waterproof material as polyethylene or polyvinyl chloride
- Shoes plus socks

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for Agricultural Pesticides (40 CFR Part 170). The WPS does not pertain to non-agricultural use on sites, such as, rangeland, permanent grass pastures, or non-cropland. See the Agricultural Use Requirements section below for information where the WPS applies.

Entry Restrictions for Non-WPS Uses: For applications on rangeland and permanent grass pastures (not harvested for hay) and non-cropland areas, do not enter or allow worker entry into treated areas until sprays have dried.

Storage and Disposal

Do not contaminate water, food, feed or fertilizer by storage or disposal. Open dumping is prohibited.

Pesticide Storage: If this product is exposed to subfreezing temperatures, the active ingredient may crystallize and settle out of solution. Under these conditions the product should be warmed to at least 40°F and agitated well to dissolve any crystallized active ingredient prior to use.

Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Disposal (Metal): Do not reuse container. Triple rinse (or equivalent). Puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Container Disposal (Plastic): Do not reuse container. Triple rinse (or equivalent). Puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

General: Consult federal, state or local disposal authorities for approved alternative procedures.

Resistance Management Guidelines

- Development of plant populations resistant to this herbicide mode of action is usually not a problem on rangeland, permanent grass pastures, Conservation Reserve Program (CRP), or non-cropland sites since these sites receive infrequent pesticide applications.
- Similar looking biotypes of a given weed species occurring in a treated area may vary in their susceptibility to a herbicide. Application of a herbicide below its recommended rate may allow more tolerant weeds to survive and a shift to more tolerant biotypes within the treated area.
- Where identified, spreading of resistant weeds to other fields may be prevented by cleaning harvesting and tillage equipment before moving to other areas and by planting weed-free seed.
- Contact your extension specialist, certified crop consultant, or Dow AgroSciences representative for the latest resistance management information.

Rangeland, Permanent Grass Pastures and Non-Cropland Areas

Milestone™ specialty herbicide controls susceptible broadleaf weeds, including invasive and noxious weeds on rangeland, permanent grass pastures, CRP acres, non-cropland areas (such as roadsides), non-irrigation ditch banks, natural areas (such as wildlife management areas, wildlife openings, wildlife habitats, recreation areas, campgrounds, trailheads and trails), and grazed areas in and around these sites without injury to most grasses.

It is permissible to treat non-irrigation ditch banks, seasonally dry wetlands (such as flood plains, deltas, marshes, swamps, or bogs) and transitional areas between upland and lowland sites.

Use Precautions and Restrictions

- **Avoiding Injury to Non-Target Plants:** Do not aerially apply Milestone within 50 feet of a border downwind (in the direction of wind movement), or allow spray drift to come in contact with, any broadleaf crop or other desirable broadleaf plants, including, but not limited to, alfalfa, cotton, dry beans, flowers, grapes, lettuce, potatoes, radishes, soybeans, sugar beets, sunflowers, tobacco, tomatoes or other broadleaf or vegetable crop, fruit trees, ornamental plants, or soil where sensitive crops are growing or will be planted. Avoid application under conditions that may allow spray drift because very small quantities of spray may seriously injure susceptible crops. Follow Precautions for Avoiding Spray Drift and Spray Drift Advisory under General Mixing and Application Instructions to minimize the potential for spray drift.
- **Milestone is highly active against broadleaf plants.** Do not use this product on areas where loss of broadleaf plants, including legumes, cannot be tolerated.
- **Chemigation:** Do not apply this product through any type of irrigation system.
- **Do not contaminate water intended for irrigation or domestic purposes.** Do not treat inside banks or bottoms of irrigation ditches, either dry or containing water, or other channels that carry water that may be used for irrigation or domestic purposes.
- **Crop Rotation:** Do not rotate to any crop from rangeland, permanent pasture or CRP acres within one year following treatment. Do not plant a broadleaf crop until an adequately sensitive field bioassay shows that the level of aminopyralid present in the soil will not adversely affect that broadleaf crop.

- **Seeding Legumes:** Do not plant forage legumes until a soil bioassay has been conducted to determine if aminopyralid concentration remaining in the soil will adversely affect the legume establishment.
- **Field Bioassay Instructions:** In fields previously treated with this product, plant short test rows of the intended rotational crop across the original direction of application in a manner to sample variability in field conditions such as soil texture, soil organic matter, soil pH, rainfall pattern or drainage. The field bioassay can be initiated at any time between harvest of the treated crop and the planting of the intended rotational crop. Observe the test crop for symptoms of herbicidal activity, such as poor stand (effect on seed germination), chlorosis (yellowing), and necrosis (dead leaves or shoots), or stunting (reduced growth). If herbicidal symptoms do not occur, the test crop can be grown. If there is apparent herbicidal activity, do not plant the field to the intended rotational crop; plant only to a labeled crop.
- **Aminopyralid in Plant Residues or Manure:**
 - Do not use aminopyralid-treated plant residues, including hay or straw from treated areas, or manure from animals that have grazed forage or hay harvested from treated areas within the previous 3 days, in compost or mulch that will be applied to areas where susceptible broadleaf plants may be grown.
 - Do not spread manure from animals that have grazed or consumed forage or hay from treated areas within the previous 3 days on land used for growing susceptible broadleaf crops.
 - Manure from animals that have grazed forage or hay harvested from aminopyralid-treated areas within the previous 3 days may only be used on pasture grasses, grass grown for seed, and wheat.
 - Do not plant a broadleaf crop in fields treated in the previous year with manure from animals that have grazed forage or hay harvested from aminopyralid-treated areas until an adequately sensitive field bioassay is conducted to determine that the aminopyralid concentration in the soil is at level that is not injurious to the crop to be planted.
 - To promote herbicide decomposition, plant residues should be evenly incorporated in the surface soil or burned. Breakdown of aminopyralid in plant residues or manure is more rapid under warm, moist soil conditions and may be enhanced by supplemental irrigation.
- **Grazing and Haying Restrictions:** There are no restrictions on grazing or hay harvest following application of Milestone at labeled rates. Do not transfer grazing animals from areas treated with Milestone to areas where sensitive broadleaf crops occur without first allowing 3 days of grazing on an untreated pasture. Otherwise, urine and manure may contain enough aminopyralid to cause injury to sensitive broadleaf plants.
- **Maximum Application Rate:** On rangeland, permanent grass pastures, CRP acres, and non-cropland areas, do not apply more than 7 fl oz (0.11 lb acid equivalent) per acre of Milestone per year. The total amount of Milestone applied broadcast, as a re-treatment, and/or spot treatment per year, cannot exceed 7 fl oz per acre.

Application Methods

(Broadcast Equipment)

Ground Broadcast Application: Apply the recommended rate of Milestone as a coarse low-pressure spray. Spray volume should be sufficient to uniformly cover foliage. Increase spray volume to ensure thorough and uniform coverage when target vegetation is tall and/or dense. Higher volumes (greater than 10 gallons per acre) generally provide better coverage and better control, particularly in dense and/or tall foliage canopies situations. To enhance foliage wetting and coverage, an approved non-ionic agricultural surfactant may be added to the spray mixture as recommended by the surfactant manufacturer.

Do not apply this product with mist blower systems that deliver very fine spray droplets. Use of mist blower equipment can reduce control achieved with the herbicide and increase spray drift potential.

Aerial Broadcast Application: Apply the recommended rate of Milestone as a coarse low-pressure spray. Spray volume should be sufficient to uniformly cover foliage. Increase spray volume to ensure thorough and uniform coverage when target vegetation is tall and/or dense. Spray volumes greater than 2 gallons per acre generally provide better coverage and better control, particularly when the foliage canopy is dense and/or tall. To enhance foliage wetting and coverage, an approved non-ionic agricultural surfactant may be added to the spray mixture as recommended by the surfactant manufacturer.

(Hand-Held Equipment)

High-Volume Foliar Application: High volume foliar treatments may be applied at rates equivalent to broadcast up to a maximum of 7 fl oz per acre per annual growing season. Use sufficient spray volume to thoroughly and uniformly wet foliage and stems. To ensure thorough wetting of high volume treatments, a high quality non-ionic agricultural surfactant may be added to the spray mixture as recommended by the surfactant manufacturer. Repeat treatments may be made, but the total amount of Milestone applied must not exceed 7 fl oz per acre per year.

Spot Application: Spot treatments may be applied at rates equivalent to broadcast-applied rate of up to a maximum of 7 fl oz per acre per annual growing season. Spray volume should be sufficient to thoroughly and uniformly wet weed foliage. Use of a high quality non-ionic agricultural surfactant may be added to the spray mixture as recommended by the surfactant manufacturer. Repeat treatments may be made, but the total amount of Milestone applied must not exceed 7 fl oz per acre per year. To prevent misapplication, spot treatments should be applied with a calibrated boom, boomless spray system, hand-held, or backpack sprayers.

Spot treatments may be applied at an equivalent broadcast rate of up to 0.22 lb active ingredient (14 fl oz of Milestone) per acre per annual growing season; however, not more than 50% of an acre may be treated. Do not apply more than a total of 0.11 lb active ingredient (7 fl oz per acre of Milestone) per annual growing season as a result of broadcast, spot or repeat applications.

Application rates in the table below are based on treating an area of 1000 sq ft. An area of 1000 sq ft is about 10.5 by 10.5 yards in size. Mix the amount of Milestone (fl oz or milliliters) corresponding to the desired broadcast rate in 0.5 to 2.5 gallons of water, depending upon the spray volume required to treat 1000 sq ft. A delivery volume of 0.5 to 2.5 gallons per 1000 sq ft is equivalent to 22 to 109 gallons per acre.

| Amount of Milestone per 1000 sq ft to Equal Broadcast Rate | | |
|---|------------------------------------|---------------|
| Broadcast Rate (fl oz/acre) | Amount of Milestone per 1000 sq ft | |
| | (fl oz) | (Milliliters) |
| 3 | 0.069 | 2 |
| 5 | 0.115 | 3.4 |
| 7 | 0.161 | 4.8 |

Note: 1 fluid ounce (fl oz) = 29.6 milliliters (ml) = 2 tablespoons = 6 teaspoons

To calculate the amount of Milestone for areas larger than 1000 sq ft: Multiply the table value (fl oz or milliliters) by the area to be treated in "thousands" of square feet. For example, if the area to be treated is 3500 sq ft, multiply the table value by 3.5 (3500 sq ft divided by 1000 sq ft = 3.5).

Broadleaf Weed Control

Rangeland, Permanent Grass Pastures and CRP Acres

Milestone may be applied to rangeland, permanent pasture or CRP acres seeded to permanent grasses as an aerial or ground broadcast treatment, as a spot application, or as a high volume foliar application (see Application Methods section) to control susceptible broadleaf weeds, including invasive and noxious weeds (see Broadleaf Weeds Controlled section). Milestone may be applied alone or in tank mix combinations with labeled rates of other herbicides provided: (1) the tank mix product is labeled for the timing and method of application for the use site to be treated and (2) mixing is not prohibited by the label of the registered tank mixed products. When tank mixing, use only in accordance with the most restrictive precautions and limitations on the respective product labels. Follow Mixing Instructions under the General Mixing and Application Instructions section.

Do not use Milestone if loss of legumes species or other broadleaf species cannot be tolerated.

During the season of establishment, Milestone should be applied only after perennial grasses are well established (have developed a good secondary root system and show good vigor). Most perennial grasses are tolerant to Milestone at this stage of development.

Milestone may suppress certain established grasses, such as smooth bromegrass (*Bromus inermis*), especially when plants are stressed by adverse environmental conditions. Plants should recover from this transient suppression with the onset of environmental conditions favorable to grass growth and upon release from weed competition.

Non-Cropland Areas

Milestone may be applied to non-cropland areas as an aerial or ground broadcast treatment, as a spot application, or as a high volume foliar application (see Application Methods section). Milestone may be applied alone or in tank mix combinations with labeled rates of other herbicides provided: (1) the tank mix product is labeled for the timing and method of application for the use site to be treated and (2) mixing is not prohibited by the label of the registered tank mixed products. When tank mixing, use only in accordance with the most restrictive precautions and limitations on the respective product labels. Follow Mixing Instructions under the General Mixing and Application Instructions section.

Milestone, alone or in tank mix combination, is recommended for control of susceptible broadleaf weeds, including invasive and noxious weeds (see Broadleaf Weeds Controlled section) on non-cropland areas (such as roadsides), non-irrigation ditch banks, natural areas (such as wildlife management areas, wildlife openings, wildlife habitats, recreation areas, campgrounds, trailheads and trails), and grazed areas in and around these sites and where these non-cropland sites cross rangeland and pastures or other grazed areas.

Broadleaf Weed Management Practices

Milestone may be applied postemergence as a broadcast spray or as a spot application to control broadleaf weeds including, but not limited to, those listed on this label. Postemergence applications should be made before bud stage or early flowering, unless otherwise specified. When a rate range is given, use a higher rate in the range to control weeds at advanced growth stages or under less than favorable growing conditions (e.g., drought stress). Best weed control results are obtained when spray volume is sufficient to provide uniform coverage of treated plants. For optimum uptake and translocation of the herbicide, avoid mowing, haying, shredding, burning or soil disturbance in treated areas for at least 7 days following application.

Milestone also provides preemergence control of germinating seeds or emerging seedlings of susceptible broadleaf weeds following application. Preventing establishment of susceptible weeds will depend upon application rate, season of application, and growing condition effects after application on weed seed germination and seedling emergence.

Milestone can provide long-term control of susceptible weeds. The length of control is dependent upon the application rate, condition and growth stage of target weeds, environmental conditions at and following application, and the density and vigor of competing desirable vegetation. Long-term broadleaf weed control is most effective where grass vegetation is allowed to recover from overgrazing, drought, etc., and compete with broadleaf weeds.

Milestone can be an important component of integrated vegetation management programs designed to renovate or restore desired plant communities. To maximize and extend the benefits of weed control provided by Milestone, it is important that other vegetation management practices, including proper grazing management, fertilization, prescribed fire, etc., be used in appropriate sequences and combinations to further alleviate the adverse effects of weeds on desirable plant species and to promote development of desired plant communities. Agricultural and natural resources specialists with federal and state government agencies can provide guidance on best management practices and development of integrated vegetation management programs.

Broadleaf Weeds Controlled

The following weeds will be controlled with the rates of Milestone indicated in the table. For best results, most weeds should be treated when they are actively growing and under conditions favorable for growth. Use a higher rate in the rate range when growing conditions are less than favorable or when weed foliage is tall and dense. Milestone also provides preemergence control of germinating seeds and control of emerged seedlings of susceptible broadleaf weeds following application.

Note: Numbers in parentheses (-) refer to specific use directions for a particular weeds species.

| Common Name | Scientific Name | Rate Range (fl oz/acre) | Life Cycle | Plant Family |
|-----------------------------|------------------------------------|-------------------------|--------------------|----------------|
| amaranth, spiny | <i>Amaranthus spinosus</i> | 4 to 7 | annual | Amaranthaceae |
| broomweed, annual | <i>Amphichayris dracunculoides</i> | 4 to 7 | annual | Asteraceae |
| burdock, common*, ** | <i>Arctium minus</i> | 4 to 6 | biennial | Asteraceae |
| buttercup, hairy* | <i>Ranunculus sardous</i> | 4 to 6 | annual | Ranunculaceae |
| buttercup, tall*, ** | <i>Ranunculus acris</i> | 4 to 6 | perennial | Ranunculaceae |
| chicory* | <i>Cichorium intybus</i> | 4 to 6 | perennial | Asteraceae |
| cinquefoil, sulfur (1)*, ** | <i>Potentilla recta</i> | 4 to 6 | perennial | Rosaceae |
| cocklebur | <i>Xanthium strumarium</i> | 3 to 5 | annual | Asteraceae |
| croton, tropic | <i>Croton glandulosus</i> | 3 to 5 | annual | Euphorbiaceae |
| cutweed, purple | <i>Gamochaeta purpurea</i> | 4 to 6 | annual | Asteraceae |
| daisy, oxeye (1)*, ** | <i>Leucanthemum vulgare</i> | 4 to 6 | perennial | Asteraceae |
| dock, curly* | <i>Rumex crispus</i> | 4 to 6 | perennial | Polygonaceae |
| evening primrose, cutleaf | <i>Oenothera laciniata</i> | 4 to 7 | annual | Onagraceae |
| fiddleneck, common | <i>Amsinckia intermedia</i> | 7 | annual | Boraginaceae |
| fireweed | <i>Epilobium angustifolium</i> | 5 to 7 | perennial | Onagraceae |
| fleabane, flax-leaf | <i>Conyza bonariensis</i> | 4 to 7 | annual | Asteraceae |
| hawkweed, orange (2)*, ** | <i>Hieracium aurantiacum</i> | 4 to 6 | perennial | Asteraceae |
| hawkweed, yellow (2)*, ** | <i>Hieracium caespitosum</i> | 4 to 6 | perennial | Asteraceae |
| henbit* | <i>Lamium amplexicaule</i> | 4 to 6 | annual/biennial | Lamiaceae |
| horsenettle, Carolina** | <i>Solanum carolinense</i> | 4 to 7 | perennial | Solanaceae |
| horseweed | <i>Conyza canadensis</i> | 4 to 6 | annual | Asteraceae |
| ironweed, tall | <i>Vernonia gigantea</i> | 5 to 7 | perennial | Asteraceae |
| ironweed, western | <i>Vernonia baldwinii</i> | 7 | perennial | Asteraceae |
| knawweed, diffuse (3)*, ** | <i>Centaurea diffusa</i> | 5 to 7 | biennial/perennial | Asteraceae |
| knawweed, Russian (4)*, ** | <i>Acroptilon repens</i> | 4 to 6 | perennial | Asteraceae |
| knawweed, spotted (3)*, ** | <i>Centaurea stoebe</i> | 5 to 7 | biennial/perennial | Asteraceae |
| kudzu*, ** | <i>Pueraria montana</i> | 7 | perennial | Fabaceae |
| lady's thumb* | <i>Polygonum persicaria</i> | 3 to 5 | annual | Polygonaceae |
| lambsquarters | <i>Chenopodium album</i> | 5 to 7 | annual | Chenopodiaceae |
| marshelder, annual | <i>Iva annua</i> | 7 | annual | Asteraceae |
| mayweed, scentless* | <i>Tripleurospermum perforata</i> | 4 to 6 | annual | Asteraceae |
| mayweed, stinking*, ** | <i>Anthemis cotula</i> | 7 | annual | Asteraceae |
| medic, black* | <i>Medicago lupulina</i> | 4 to 6 | perennial | Fabaceae |
| ragweed, common** | <i>Ambrosia artemisiifolia</i> | 3 to 5 | annual | Asteraceae |
| ragweed, western | <i>Ambrosia psilostachya</i> | 4 to 7 | perennial | Asteraceae |
| ragwort, tansy*, ** | <i>Senecio jacobaea</i> | 4 to 5 | perennial | Asteraceae |
| smartweed, Pennsylvania | <i>Polygonum pennsylvanicum</i> | 3 to 5 | annual | Polygonaceae |
| sneezeweed, bitter | <i>Helenium amarum</i> | 4 to 6 | annual | Asteraceae |

*Invasive plants are introduced species that are indicated to be invasive in the USDA-NRCS, PLANTS Database (<http://plants.usda.gov/index.html>).

**Plants designated as noxious weeds in at least one state (PLANTS Database, USDA-NRCS, <http://plants.usda.gov/index.html>).

- (1) **Sulfur cinquefoil or oxeye daisy:** Apply Milestone at 4 to 6 fl oz per acre to plants in the prebud stage of development.
- (2) **Orange or yellow hawkweeds:** Apply Milestone at 4 to 6 fl oz per acre to plants in the bolting stage of development.
- (3) **Diffuse and spotted knawweeds:** Apply Milestone at 5 to 7 fl oz per acre when plants are actively growing with the optimum time of application occurring from rosette to the bolting stages of development or in the fall.
- (4) **Russian knawweed:** Apply Milestone at 4 to 6 fl oz per acre to plants in the spring and summer that are in the bud to flowering stage and to dormant plants in the fall.

| Common Name | Scientific Name | Rate Range (fl oz/acre) | Life Cycle | Plant Family |
|-------------------------------|-------------------------------|-------------------------|------------|--------------|
| soda apple, tropical (5)*, ** | <i>Solanum viarum</i> | 5 to 7 | perennial | Solanaceae |
| sowthistle, perennial*, ** | <i>Sonchus arvensis</i> | 3 to 5 | perennial | Asteraceae |
| star thistle, yellow (6)*, ** | <i>Centaurea solstitialis</i> | 3 to 5 | annual | Asteraceae |
| sunflower, common | <i>Helianthus annuus</i> | 4 to 6 | annual | Asteraceae |
| teasel, fuller's* | <i>Dipsacus sativus</i> | 4 to 7 | biennial | Dipsacaceae |
| thistle, bull (7)*, ** | <i>Cirsium vulgare</i> | 3 to 5 | biennial | Asteraceae |
| thistle, Canada (8)*, ** | <i>Cirsium arvense</i> | 5 to 7 | perennial | Asteraceae |
| thistle, musk (7)*, ** | <i>Carduus nutans</i> | 3 to 5 | biennial | Asteraceae |
| thistle, plumeless (7)*, ** | <i>Carduus acanthoides</i> | 3 to 5 | biennial | Asteraceae |
| wormwood, absinth*, ** | <i>Artemisia absinthium</i> | 6 to 7 | perennial | Asteraceae |
| yarrow, common | <i>Achillea millefolium</i> | 7 | perennial | Asteraceae |

*Invasive plants are introduced species that are indicated to be invasive in the USDA-NRCS, PLANTS Database (<http://plants.usda.gov/index.html>).

**Plants designated as noxious weeds in at least one state (PLANTS Database, USDA-NRCS, <http://plants.usda.gov/index.html>).

- (5) **Tropical soda apple:** Apply Milestone at 5 to 7 fl oz per acre at any growth stage, but application by flowering will reduce seed production potential.
- (6) **Yellow starthistle:** Apply Milestone at 3 to 5 fl oz per acre to plants at the rosette through bolting growth stages.
- (7) **Bull, musk and plumeless thistles:** Apply Milestone at 3 to 5 fl oz per acre in the spring and early summer to rosette or bolting plants or in the fall to seedlings and rosettes. Apply at 4 to 5 fl oz when plants are at the late bolt through early flowering growth stages.
- (8) **Canada thistle:** Apply Milestone at 5 to 7 fl oz per acre either in the spring to plants in the prebud growth stage or in the fall to plant regrowth.

General Mixing and Application Instructions

Mixing Instructions

Mixing with Water: To prepare the spray, add about half the required amount of water in the spray tank. Then, with agitation, add the recommended amount of Milestone and other registered tank mix herbicides. Finally, with continued agitation, add the rest of the water and additives such as surfactants or drift control and deposition aids.

Tank Mixing with Other Herbicides: Milestone at rates of up to 7 fl oz per acre may be mixed with labeled rates of other herbicides registered for application on rangeland, permanent grass pastures, CRP acres, and non-cropland areas to broaden the spectrum of weeds controlled or to improve control of certain weeds. Milestone may be applied in tank mix combination with labeled rates of other herbicides provided: (1) the tank mix product is labeled for the timing and method of application for the use site to be treated and (2) mixing is not prohibited by the label of the registered tank mixed products. When tank mixing, use only in accordance with the most restrictive precautions and limitations on the respective product labels.

- Read carefully and follow all applicable use directions, precautions, and limitations on the respective product labels.
- Do not exceed recommended application rates. If products containing the same active ingredient are mixed, do not exceed the maximum allowable active ingredient use rates.
- For direct injection or other spray equipment where the product formulations will be mixed in undiluted form, special care should be taken to ensure tank mix compatibility.
- Always perform a jar test to ensure the compatibility of products to be used in tank mixture.

Tank Mix Compatibility Testing: A jar test is recommended prior to mixing in a spray tank to ensure compatibility of Milestone and other pesticides or carriers. Use a clear glass jar with lid and mix ingredients in the same order and proportions as will be used in the spray tank.

The mixture is compatible if the materials mix readily when the jar is inverted several times. The mixture should remain stable after standing for 1/2 hour or, if separation occurs, should readily remix if agitated. An incompatible mixture is indicated by separation into distinct layers that do not readily remix when agitated and/or the presence of flakes, precipitates, gels, or heavy oily film in the jar. Use of an appropriate compatibility aid such as Unite or Complex may resolve mix incompatibility. If the mixture is incompatible do not use that tank mix partner in tank mixtures.

Use with Surfactants on Rangeland, Permanent Grass Pastures and CRP Acres: The addition of a high quality non-ionic surfactant at 0.25 to 0.5 % volume per volume (1 to 2 quarts per 100 gallons of spray) is recommended to enhance herbicide activity under adverse environmental conditions (such as, high temperature, low relative humidity, drought conditions, dusty plant surfaces) or when weeds are heavily pubescent or more mature.

Mixing with Sprayable Liquid Fertilizer Solutions: Milestone is usually compatible with liquid fertilizer solutions. It is anticipated that Milestone will not require a compatibility agent for mixing with fertilizers; however, a compatibility test (jar test) should be made prior to mixing. Jar tests are particularly important when a new batch of fertilizer or pesticide is used, when water sources change, or when tank mixture ingredients or concentrations are changed. Compatibility may be determined by mixing the spray components in the desired order and proportions in a clear glass jar before large scale mixing of spray components in the spray tank. **Note:** The lower the temperature of the liquid fertilizer, the greater the likelihood of mixing problems. Use of a compatibility aid may be required if Milestone is mixed with a 2,4-D-containing product and liquid fertilizer. **Mixing Milestone and 2,4-D in N-P or N-P-K liquid fertilizer solutions is more difficult than mixing with straight nitrogen fertilizer and should not be attempted without first conducting a successful compatibility jar test.** Agitation in the spray tank must be vigorous to be comparable with jar test agitation. Apply the spray mixture the same day it is prepared while maintaining continuous agitation. Rinse the spray tank thoroughly after use.

Note: Foliar-applied liquid fertilizers used as carrier for Milestone can cause yellowing of the foliage of forage grasses and other vegetation.

Sprayer Clean-Out Instructions

Do not use spray equipment used to apply Milestone for other applications to land planted to, or to be planted to, susceptible crops or desirable sensitive plants unless it has been determined that all residues of this herbicide has been removed by thorough cleaning of equipment.

Equipment used to apply Milestone should be thoroughly cleaned before reusing to apply any other chemicals as follows:

1. Rinse and flush application equipment thoroughly after use. Dispose of rinse water in non-cropland area away from water supplies.
2. Rinse a second time, adding 1 quart of household ammonia or tank cleaning agent for every 25 gallons of water. Circulate the solution through the entire system so that all internal surfaces are contacted (15 to 20 minutes). Let the solution stand for several hours, preferably overnight.
3. Flush the solution out of the spray tank through the boom.
4. Rinse the system twice with clean water, recirculating and draining each time.
5. Spray nozzles and screens should be removed and cleaned separately.

Precautions for Avoiding Spray Drift

Avoid application under conditions that may allow spray drift because very small quantities of spray, which may not be visible, may injure susceptible crops. This product should be applied only when the potential for drift to adjacent sensitive areas (e.g., residential areas, bodies of water, non-target crops and other plants) is minimal (e.g., when wind is blowing away from the sensitive areas). A drift control aid may be added to the spray solution to further reduce the potential for drift. If a drift control aid is used, follow the use directions and precautions on the manufacturer's label. Do not use a thickening agent with Microfoil, Thru-Valve booms, or other spray delivery systems that cannot accommodate thickened spray solutions.

Ground Equipment: With ground equipment spray drift can be lessened by keeping the spray boom as low as possible; by applying 10 gallons or more of spray per acre; by keeping the operating spray pressures at the manufacturer's recommended minimum pressures for the specific nozzle type used (low pressure nozzles are available from spray equipment manufacturers); and by spraying when the wind velocity is low (follow state regulations). Avoid calm conditions which may be conducive to thermal inversions. Direct sprays no higher than the tops of target vegetation and keep spray pressures low enough to provide coarse spray droplets to minimize drift.

Aerial Application: Avoid spray drift at the application site. The interaction of many equipment-and-weather-related factors determine the potential for spray drift. Users are responsible for considering all these factors when making decisions.

The following drift management requirements must be followed to avoid off-target drift movement from aerial applications:

1. The distance of the outer most operating nozzles on the boom must not exceed 75% of wingspan or 90% of rotor diameter.
2. Nozzles should be pointed backward parallel with the air stream or not pointed downwards more than 45 degrees.

Where states have more stringent regulations, they should be observed.

The applicator should be familiar with and take into account the information covered in the following **Aerial Drift Reduction Advisory**. This information is advisory in nature and does not supersede mandatory label requirements.

Aerial Drift Reduction Advisory

Information on Droplet Size: The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see Wind, Temperature and Humidity, and Temperature Inversions).

Controlling Droplet Size:

- **Volume** - Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with higher rated flows produce larger droplets.
- **Pressure** - Do not exceed the nozzle manufacturer's recommended pressures. For many nozzle types lower pressure produces larger droplets. When higher flow rates are needed, use higher flow rate nozzles instead of increasing pressure.
- **Number of Nozzles** - Use the minimum number of nozzles that will provide uniform coverage.
- **Nozzle Orientation** - Orienting nozzles so that the spray is released parallel to the airstream produced larger droplets than other orientations and is the recommended practice. Significant deflection from horizontal will reduce droplet size and increase drift potential.
- **Nozzle Type** - Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce the largest droplets and the lowest drift.

Boom Length: For some use patterns, reducing the effective boom length to less than 90% of the wingspan or rotor length may further reduce drift without reducing swath width.

Application Height: Applications should not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces exposure of droplets to evaporation and wind.

Swath Adjustment: When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance should increase, with increasing drift potential (higher wind, smaller drops, etc.).

Wind: Drift potential is lowest between wind speeds of 2 to 10 mph. However, many factors, including droplet size and equipment type determine drift potential at any given speed. Application should be avoided below 2 mph due to variable wind direction and high inversion potential. **Note:** Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect spray drift.

Temperature and Humidity: When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

Temperature Inversions: Applications should not occur during a local, low level temperature inversion because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of the smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

Terms and Conditions of Use

If terms of the following Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. Otherwise, use by the buyer or any other user constitutes acceptance of the terms under Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies.

Warranty Disclaimer

Dow AgroSciences warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. Dow AgroSciences MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Crop injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Dow AgroSciences or the seller. All such risks shall be assumed by buyer.

Limitation of Remedies

The exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at Dow AgroSciences' election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

Dow AgroSciences shall not be liable for losses or damages resulting from handling or use of this product unless Dow AgroSciences is promptly notified of such loss or damage in writing. In no case shall Dow AgroSciences be liable for consequential or incidental damages or losses.

The terms of the Warranty Disclaimer, Inherent Risks of Use, and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Dow AgroSciences or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.

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Dow AgroSciences LLC • Indianapolis, IN 46268 U.S.A.

Label Code: D02-879-001
Initial Printing
LOES Number: 010-02112

EPA-accepted 08/10/05

Revisions:

Initial Printing.

SAFETY DATA SHEET

DOW AGROSCIENCES LLC

Product name: MILESTONE™ Herbicide

Issue Date: 05/26/2015

Print Date: 05/26/2015

DOW AGROSCIENCES LLC encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

1. IDENTIFICATION

Product name: MILESTONE™ Herbicide

Recommended use of the chemical and restrictions on use

Identified uses: End use herbicide product

COMPANY IDENTIFICATION

DOW AGROSCIENCES LLC
9330 ZIONSVILLE RD
INDIANAPOLIS IN 46268-1053
UNITED STATES

Customer Information Number:

800-992-5994
info@dow.com

EMERGENCY TELEPHONE NUMBER

24-Hour Emergency Contact: 800-992-5994

Local Emergency Contact: 352-323-3500

2. HAZARDS IDENTIFICATION

Hazard classification

This material is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

Other hazards

no data available

3. COMPOSITION/INFORMATION ON INGREDIENTS

This product is a mixture.

| Component | CASRN | Concentration |
|---------------------------------------|-------------|---------------|
| Aminopyralid Triisopropanolamine Salt | 566191-89-7 | 40.6% |

| | | |
|---------------------|---------------|-------|
| Triisopropanolamine | 122-20-3 | 1.5% |
| Balance | Not available | 57.9% |

4. FIRST AID MEASURES

Description of first aid measures

General advice: If potential for exposure exists refer to Section 8 for specific personal protective equipment.

Inhalation: Move person to fresh air. If person is not breathing, call an emergency responder or ambulance, then give artificial respiration; if by mouth to mouth use rescuer protection (pocket mask etc). Call a poison control center or doctor for treatment advice.

Skin contact: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Eye contact: Hold eyes open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes. Call a poison control center or doctor for treatment advice.

Ingestion: No emergency medical treatment necessary.

Most important symptoms and effects, both acute and delayed: Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

Indication of any immediate medical attention and special treatment needed

Notes to physician: No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient. Have the Safety Data Sheet, and if available, the product container or label with you when calling a poison control center or doctor, or going for treatment.

5. FIREFIGHTING MEASURES

Suitable extinguishing media: To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam.

Unsuitable extinguishing media: no data available

Special hazards arising from the substance or mixture

Hazardous combustion products: Under fire conditions some components of this product may decompose. The smoke may contain unidentified toxic and/or irritating compounds. Combustion products may include and are not limited to: Nitrogen oxides. Hydrogen chloride. Carbon monoxide. Carbon dioxide.

Unusual Fire and Explosion Hazards: This material will not burn until the water has evaporated. Residue can burn.

Advice for firefighters

Fire Fighting Procedures: Keep people away. Isolate fire and deny unnecessary entry. To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam. Contain fire water run-off if possible. Fire water run-off, if not contained, may cause environmental damage. Review the "Accidental Release Measures" and the "Ecological Information" sections of this (M)SDS.

Special protective equipment for firefighters: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). If protective equipment is not available or not used, fight fire from a protected location or safe distance.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures: Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Environmental precautions: Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

Methods and materials for containment and cleaning up: Contain spilled material if possible. Small spills: Absorb with materials such as: Clay. Dirt. Sand. Sweep up. Collect in suitable and properly labeled containers. Large spills: Contact Dow AgroSciences for clean-up assistance. See Section 13, Disposal Considerations, for additional information.

7. HANDLING AND STORAGE

Precautions for safe handling: Keep out of reach of children. Do not swallow. Avoid breathing vapor or mist. Avoid contact with eyes, skin, and clothing. Use with adequate ventilation. Wash thoroughly after handling.

Conditions for safe storage: Store in a dry place. Store in original container. Keep container tightly closed when not in use. Do not store near food, foodstuffs, drugs or potable water supplies.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure limits are listed below, if they exist.

| Component | Regulation | Type of listing | Value/Notation |
|---------------------|------------|-----------------|----------------------|
| Triisopropanolamine | Dow IHG | TWA | 10 mg/m ³ |

RECOMMENDATIONS IN THIS SECTION ARE FOR MANUFACTURING, COMMERCIAL BLENDING AND PACKAGING WORKERS. APPLICATORS AND HANDLERS SHOULD SEE THE PRODUCT LABEL FOR PROPER PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING.

Exposure controls

Engineering controls: Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

Individual protection measures

Eye/face protection: Use safety glasses (with side shields).

Skin protection

Hand protection: Chemical protective gloves should not be needed when handling this material. Consistent with general hygienic practice for any material, skin contact should be minimized.

Other protection: No precautions other than clean body-covering clothing should be needed.

Respiratory protection: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator.

The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance

| | |
|---|--|
| Physical state | Liquid. |
| Color | Brown |
| Odor | Mild |
| Odor Threshold | no data available |
| pH | 7.3 <i>pH Electrode</i> |
| Melting point/range | Not applicable |
| Freezing point | < -10 °C (< 14 °F) |
| Boiling point (760 mmHg) | no data available |
| Flash point | closed cup > 100 °C (> 212 °F) <i>Pensky-Martens Closed Cup ASTM D 93</i> |
| Evaporation Rate (Butyl Acetate = 1) | no data available |
| Flammability (solid, gas) | Not Applicable |
| Lower explosion limit | no data available |
| Upper explosion limit | no data available |
| Vapor Pressure | no data available |
| Relative Vapor Density (air = 1) | no data available |
| Relative Density (water = 1) | 1.14 at 20 °C (68 °F) |
| Water solubility | Soluble |
| Partition coefficient: n-octanol/water | no data available |
| Auto-ignition temperature | none below 400 degC |
| Decomposition temperature | No test data available |
| Dynamic Viscosity | 12.2 cP at 20 °C (68 °F) <i>EPA OPPTS 830.7100 (Viscosity)</i> |
| Kinematic Viscosity | no data available |
| Explosive properties | no data available |
| Oxidizing properties | no data available |

| | |
|-------------------------|---|
| Liquid Density | 1.140 g/cm ³ at 20 °C (68 °F) <i>Digital density meter</i> |
| Molecular weight | no data available |
| Surface tension | 54.4 mN/m at 20 °C (68 °F) |

NOTE: The physical data presented above are typical values and should not be construed as a specification.

10. STABILITY AND REACTIVITY

Reactivity: No dangerous reaction known under conditions of normal use.

Chemical stability: Thermally stable at typical use temperatures.

Possibility of hazardous reactions: Polymerization will not occur.

Conditions to avoid: Some components of this product can decompose at elevated temperatures.

Incompatible materials: Avoid contact with: Strong oxidizers.

Hazardous decomposition products: Decomposition products depend upon temperature, air supply and the presence of other materials. Decomposition products can include and are not limited to: Hydrogen chloride. Nitrogen oxides.

11. TOXICOLOGICAL INFORMATION

Toxicological information appears in this section when such data is available.

Acute toxicity

Acute oral toxicity

Very low toxicity if swallowed. Harmful effects not anticipated from swallowing small amounts.

As product:

LD50, Rat, male and female, > 5,000 mg/kg

Acute dermal toxicity

Prolonged skin contact is unlikely to result in absorption of harmful amounts.

As product:

LD50, Rat, male and female, > 5,000 mg/kg

Acute inhalation toxicity

No adverse effects are anticipated from single exposure to mist. Based on the available data, respiratory irritation was not observed.

As product:

LC50, Rat, male and female, 4 Hour, dust/mist, > 5.79 mg/l

Skin corrosion/irritation

Essentially nonirritating to skin.

Serious eye damage/eye irritation

Essentially nonirritating to eyes.

Corneal injury is unlikely.

Sensitization

Did not cause allergic skin reactions when tested in guinea pigs.

For respiratory sensitization:

No relevant data found.

Specific Target Organ Systemic Toxicity (Single Exposure)

Evaluation of available data suggests that this material is not an STOT-SE toxicant.

Specific Target Organ Systemic Toxicity (Repeated Exposure)

Based on available data, repeated exposures are not anticipated to cause significant adverse effects.

Carcinogenicity

For similar active ingredient(s). Aminopyralid. Did not cause cancer in laboratory animals.

Teratogenicity

Did not cause birth defects or any other fetal effects in laboratory animals.

Reproductive toxicity

For similar active ingredient(s). Aminopyralid. In animal studies, did not interfere with reproduction.

Mutagenicity

In vitro genetic toxicity studies were negative. Animal genetic toxicity studies were negative.

Aspiration Hazard

Based on physical properties, not likely to be an aspiration hazard.

12. ECOLOGICAL INFORMATION

Ecotoxicological information appears in this section when such data is available.

Toxicity

Acute toxicity to fish

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested).

LC50, *Oncorhynchus mykiss* (rainbow trout), static test, 96 Hour, 360 mg/l, OECD Test Guideline 203 or Equivalent

LC50, *Cyprinodon variegatus* (sheepshead minnow), static test, 96 Hour, > 100 mg/l

Acute toxicity to aquatic invertebrates

EC50, *Daphnia magna* (Water flea), static test, 48 Hour, > 460 mg/l

LC50, saltwater mysid *Mysidopsis bahia*, static test, 96 Hour, > 104 mg/l

Acute toxicity to algae/aquatic plants

ErC50, Pseudokirchneriella subcapitata (green algae), 72 Hour, Growth rate inhibition, > 1,000 mg/l, OECD Test Guideline 201 or Equivalent

Toxicity to Above Ground Organisms

Material is practically non-toxic to birds on an acute basis (LD50 > 2000 mg/kg).

Material is practically non-toxic to birds on a dietary basis (LC50 > 5000 ppm).

dietary LC50, Colinus virginianus (Bobwhite quail), > 21422mg/kg diet.

oral LD50, Colinus virginianus (Bobwhite quail), > 10,000 ppm

oral LD50, Apis mellifera (bees), > 460micrograms/bee

contact LD50, Apis mellifera (bees), > 460micrograms/bee

Toxicity to soil-dwelling organisms

LC50, Eisenia fetida (earthworms), 14 d, survival, > 10,000 mg/kg

Persistence and degradability

Aminopyralid Triisopropanolamine Salt

Biodegradability: For similar material(s): Aminopyralid. Material is not readily biodegradable according to OECD/EEC guidelines.

Triisopropanolamine

Biodegradability: Biodegradation under aerobic static laboratory conditions is high (BOD20 or BOD28/ThOD > 40%). Biodegradation rate may increase in soil and/or water with acclimation. Material is not readily biodegradable according to OECD/EEC guidelines.

10-day Window: Fail

Biodegradation: 0 %

Exposure time: 28 d

Method: OECD Test Guideline 301F or Equivalent

Theoretical Oxygen Demand: 2.35 mg/mg

Photodegradation

Test Type: Half-life (indirect photolysis)

Sensitizer: OH radicals

Atmospheric half-life: 3 Hour

Method: Estimated.

Balance

Biodegradability: No relevant data found.

Bioaccumulative potential

Aminopyralid Triisopropanolamine Salt

Bioaccumulation: For similar active ingredient(s). Aminopyralid. Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

Triisopropanolamine

Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3).
Partition coefficient: n-octanol/water(log Pow): -0.015 at 23 °C Measured
Bioconcentration factor (BCF): < 0.57 Fish. 42 d Measured

Balance

Bioaccumulation: No relevant data found.

Mobility in soil

Aminopyralid Triisopropanolamine Salt

For similar active ingredient(s).
Aminopyralid.
Potential for mobility in soil is very high (Koc between 0 and 50).

Triisopropanolamine

Potential for mobility in soil is very high (Koc between 0 and 50).
Partition coefficient(Koc): 10 Estimated.

Balance

No relevant data found.

13. DISPOSAL CONSIDERATIONS

Disposal methods: If wastes and/or containers cannot be disposed of according to the product label directions, disposal of this material must be in accordance with your local or area regulatory authorities. This information presented below only applies to the material as supplied. The identification based on characteristic(s) or listing may not apply if the material has been used or otherwise contaminated. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste identification and disposal methods in compliance with applicable regulations. If the material as supplied becomes a waste, follow all applicable regional, national and local laws.

14. TRANSPORT INFORMATION

DOT

Not regulated for transport

Classification for SEA transport (IMO-IMDG):

| | |
|---|--|
| | Not regulated for transport |
| Transport in bulk according to Annex I or II of MARPOL 73/78 and the IBC or IGC Code | Consult IMO regulations before transporting ocean bulk |

Classification for AIR transport (IATA/ICAO):

Not regulated for transport

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

OSHA Hazard Communication Standard

This product is not a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312

No SARA Hazards

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

California Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986)

This product contains no listed substances known to the State of California to cause cancer, birth defects or other reproductive harm, at levels which would require a warning under the statute.

Pennsylvania (Worker and Community Right-To-Know Act): Pennsylvania Hazardous Substances List and/or Pennsylvania Environmental Hazardous Substance List:

The following product components are cited in the Pennsylvania Hazardous Substance List and/or the Pennsylvania Environmental Substance List, and are present at levels which require reporting.

| Components | CASRN |
|---------------------|--------------|
| Triisopropanolamine | 122-20-3 |

Pennsylvania (Worker and Community Right-To-Know Act): Pennsylvania Special Hazardous Substances List:

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

United States TSCA Inventory (TSCA)

This product contains chemical substance(s) exempt from U.S. EPA TSCA Inventory requirements. It is regulated as a pesticide subject to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) requirements.

Federal Insecticide, Fungicide and Rodenticide Act

EPA Registration Number: 62719-519

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

CAUTION

Causes moderate eye irritation

16. OTHER INFORMATION**Hazard Rating System****NFPA**

| Health | Fire | Reactivity |
|--------|------|------------|
| 1 | 1 | 0 |

Revision

Identification Number: 101209315 / A211 / Issue Date: 05/26/2015 / Version: 9.0

DAS Code: GF-871

Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

Legend

| | |
|---------|----------------------------------|
| Dow IHG | Dow Industrial Hygiene Guideline |
| TWA | Time Weighted Average (TWA): |

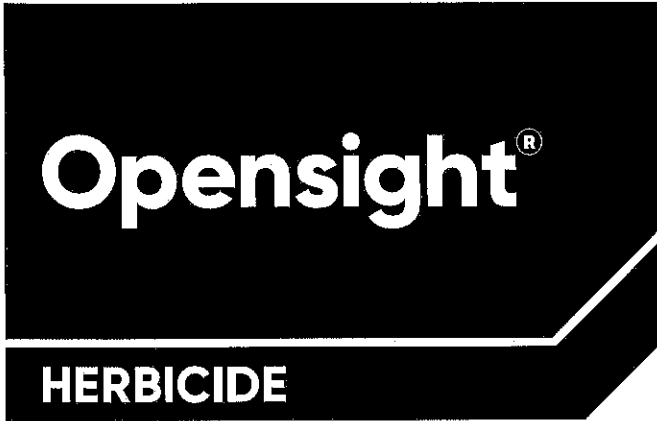
Information Source and References

This SDS is prepared by Product Regulatory Services and Hazard Communications Groups from information supplied by internal references within our company.

DOW AGROSCIENCES LLC urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.

Specimen Label

| | | | |
|--------------------|-------|---|-----------|
| AMINOPYRALID | GROUP | 4 | HERBICIDE |
| METSULFURON-METHYL | GROUP | 2 | HERBICIDE |



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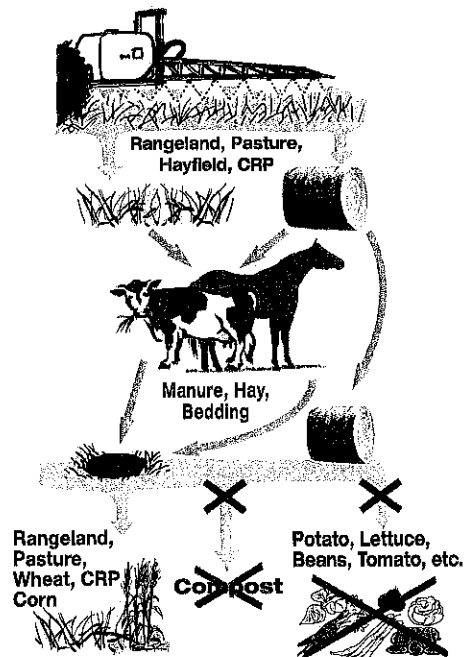
For control of susceptible weeds and certain woody plants, including invasive and noxious weeds, on rangeland, permanent grass pastures Conservation Reserve Program (CRP) acres, non-cropland areas including industrial sites, rights-of-way (such as roadsides, electric utility and communication transmission lines, pipelines, and railroads), non-irrigation ditch banks, natural areas (such as wildlife management areas, wildlife openings, wildlife habitats, recreation areas, campgrounds, trailheads and trails), and grazed areas in and around these sites.

Hay from grass treated with Opensight within the preceding 18 months can only be used on the farm or ranch where product is applied unless allowed by supplemental labeling

IMPORTANT USE PRECAUTIONS AND RESTRICTIONS TO PREVENT INJURY TO DESIRABLE PLANTS

- Carefully read the section **“Restrictions in Hay or Manure Use.”**
- It is mandatory to follow the **“Use Restrictions”** section of this label.
- Manure and urine from animals consuming grass or hay treated with this product may contain enough aminopyralid to cause injury to sensitive broadleaf plants.
- Hay can only be used on the farm or ranch where product is applied unless allowed by supplemental labeling.
- Consult with a Dow AgroSciences representative if you do not understand the Use Precautions and Restrictions. **Call 800-258-3033 Customer Information Group.**

Forage and Manure Management



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Not For Sale, Distribution, or Use in New York State.

Active Ingredients:

| | |
|---|--------|
| Potassium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro- | 62.13% |
| Metsulfuron methyl (Methyl 2-[[[4-methoxy-6-methyl-1,3,5-triazin-2-yl)-amino]carbonyl] amino]sulfonyl]benzoate) | 9.45% |
| Other Ingredients | 28.42% |
| Total | 100.0% |

Acid Equivalent: aminopyralid (2-pyridine carboxylic acid, 4-amino-3,6-dichloro-) - 52.5%

Contains 0.62 pound potassium salt of aminopyralid active ingredient (0.525 pound acid equivalent) and 0.0945 pound metsulfuron methyl per pound of product

Precautionary Statements

Hazards to Humans and Domestic Animals

EPA Reg. No. 62719-597

Keep Out of Reach of Children

WARNING

Causes Substantial but Temporary Eye Injury • Harmful if Swallowed
Do not get in eyes or on clothing. Avoid contact with skin.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical resistant gloves
- Protective eyewear

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions exist for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

First Aid

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing. Call a poison control center or doctor for treatment advice.

If on skin: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

If swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-800-992-5994 for emergency medical treatment information.

Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater or rinsate.

This chemical has the properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

Non-Target Organism Advisory

This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in area adjacent to the treated area. Protect the forage and habitat of non-target organisms by minimizing spray drift. For further guidance and instructions on how to minimize spray drift, refer to the Spray Drift Management section of this label.

Windblown Soil Particles Advisory

This product has the potential to move off-site due to wind erosion. Soils that are subject to wind erosion usually have a high silt and/or fine to very fine sand fractions and low organic matter content. Other factors which can affect the movement of windblown soil include the intensity and direction of prevailing winds, vegetative cover, site slope, rainfall, and drainage patterns. Avoid applying this product if prevailing local conditions may be expected to result in off-site movement.

Directions for Use

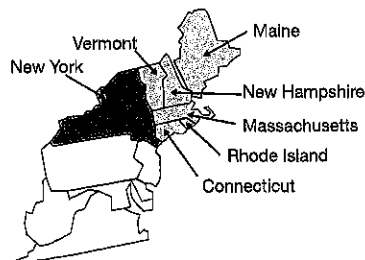
It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

Not For Sale, Distribution, or Use in New York State.

Not for use on pastures in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont. All other labeled uses are permitted in these states including grazed areas in and around approved use sites.



Light grey = states where use in pastures is not permitted
Dark grey = NY where the product is not registered

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about Personal Protective Equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 48 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Chemical-resistant gloves made of any waterproof material
- Shoes plus socks

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for Agricultural Pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Entry Restrictions for Non-WPS Uses: Do not enter or allow people or pets to enter the treated area until sprays have dried.

Storage and Disposal

Do not contaminate water, food, feed, or fertilizer by storage or disposal.

Pesticide Storage: Store in original container only. In case of spill, contain material and dispose as waste.

Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Nonrefillable rigid containers 5 gallons or less:

Container Handling: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse** as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. **Pressure rinse** as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Nonrefillable nonrigid containers:

Container Handling: Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling if available, or dispose in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Refillable rigid containers larger than 5 gal:

Container Handling: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose.

Storage and Disposal (Con.)

Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full with water. Agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

Nonrefillable rigid containers larger than 5 gal:

Container Handling: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse** as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse** as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Opensight® may be applied by aerial or ground equipment to control susceptible broadleaf weeds and certain woody plants, including invasive and noxious weeds on rangeland, permanent grass pastures CRP acres, non-cropland areas including industrial sites, rights-of-way (such as roadsides, electric utility and communication transmission lines, pipelines, and railroads), non-irrigation ditch banks, natural areas (such as wildlife management areas, wildlife openings, wildlife habitats, recreation areas, campgrounds, trailheads and trails), and grazed areas in and around these sites without injury to most grasses.

It is permissible to treat non-irrigation ditch banks, seasonally dry wetlands (such as flood plains, deltas, marshes, swamps, or bogs), and transitional areas between upland and lowland sites only when dry. Opensight can be used up to the water's edge. Do not apply directly to water and take precautions to minimize overspray to open water when treating target vegetation in and around non-flowing, quiescent, or transient water. When making applications to control unwanted plants on banks or shorelines of flowing water, minimize overspray to open water. Note: Consult local public water control authorities before applying this product in and around public water. Permits may be required to treat such areas.

Hay from grass treated with Opensight within the preceding 18 months can only be used on the farm or ranch where product is applied unless allowed by supplemental labeling.

Weed Resistance Management

This product contains aminopyralid, a Group 4 synthetic auxin, and metsulfuron-methyl, a Group 2 acetolactate synthase (ALS). Appropriate resistance management strategies should be followed.

- Development of plant populations resistant to the mode of action of aminopyralid is usually not a problem on rangeland, permanent grass pastures, Conservation Reserve Program (CRP), or non-cropland sites since these sites receive infrequent pesticide applications. There may be resistant weed biotypes to metsulfuron and adequate control of these species cannot be expected.
- Similar looking biotypes of a given weed species occurring in a treated area may vary in their susceptibility to a herbicide. Application of a herbicide below its labeled rate may allow more tolerant weeds to survive and a shift to more tolerant biotypes within the treated area.
- Where identified, spreading of resistant weeds to other fields may be prevented by cleaning harvesting and tillage equipment before moving to other areas and by planting weed-free seed.
- Scout before and after herbicide application to monitor weed populations for early signs of resistance development. Indicators of possible herbicide resistance include: (1) failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds; (2) a spreading patch of non-controlled plants of a particular weed species; (3) surviving plants mixed with controlled individuals of the same species. If resistance is suspected, prevent weed seed production in the affected area by an alternative herbicide from a different group or by a mechanical method such as mowing.

- Use tank mixtures with herbicides from a different group if such use is permitted. Where information on resistance in target weed species is available, use the less resistance-prone partner at a rate that will control the target weed(s) equally as well as the more resistance-prone partner. Consult your local extension service or certified crop advisor if you are unsure as to which active ingredient is currently less prone to resistance.
- If a weed pest population continues to progress after treatment with this product, discontinue use of this product, and switch to another management strategy or herbicide with a different mode of action, if available.
- For further information or to report suspected resistance, contact your extension specialist or contact a Dow AgroSciences customer service representative at 800-992-5994.

Spray Drift Management

Aerial Applications

- Do not release spray at a height greater than 10 feet above the vegetative canopy unless a greater application height is necessary for pilot safety.
- For applications prior to the emergence of crops and target weeds, applicators are required to use a Coarse or coarser droplet size (ASABE S572.1).
- For all other applications, applicators are required to use a Medium or coarser droplet size (ASABE S572.1).
- The boom length must not exceed 65% of the wingspan for airplanes or 75% of the rotor blade diameter for helicopters.
- Applicators must use 1/2 swath displacement upwind at the downwind edge of the field.
- Nozzles must be oriented so the spray is directed toward the back of the aircraft.
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

Ground Boom Applications

- Apply with the nozzle height recommended by the manufacturer, but no more than 3 feet above the ground or crop canopy unless making a turf, pasture, or rangeland application, in which case applicators may apply with a nozzle height no more than 4 feet above the ground.
- For applications prior to the emergence of crops and target weeds, applicators are required to use a Coarse or coarser droplet size (ASABE S572.1).
- For all other applications, applicators are required to use a Medium or coarser droplet size (ASABE S572.1).
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

Boom-less Ground Applications

- Applicators are required to use a Medium or coarser droplet size (ASABE S572.1) for all applications.
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

Spray Drift Advisories

THE APPLICATOR IS RESPONSIBLE FOR AVOIDING OFF-SITE SPRAY DRIFT. BE AWARE OF NEARBY NON-TARGET SITES AND ENVIRONMENTAL CONDITIONS.

Boom-less Ground Applications: Setting nozzles at the lowest effective height will help to reduce the potential for spray drift.

Handheld Technology Applications: Take precautions to minimize spray drift.

IMPORTANCE OF DROPLET SIZE

An effective way to reduce spray drift is to apply large droplets. Use the largest droplets that provide target pest control. While applying larger droplets will reduce spray drift, the potential for drift will be greater if applications are made improperly or under unfavorable environmental conditions.

Controlling Droplet Size – Ground Boom

- **Volume:** Increasing the spray volume so that larger droplets are produced will reduce spray drift. Use the highest practical spray volume for the application. If a greater spray volume is needed, consider using a nozzle with a higher flow rate.
- **Pressure:** Use the lowest spray pressure recommended for the nozzle to produce the target spray volume and droplet size.
- **Spray Nozzle:** Use a spray nozzle that is designed for the intended application. Consider using nozzles designed to reduce drift.

Controlling Droplet Size – Aircraft

- **Adjust Nozzles:** Follow nozzle manufacturer's recommendations for setting up nozzles. Generally, to reduce fine droplets, nozzles should be oriented parallel with the airflow in flight.

BOOM HEIGHT – Ground Boom

Use the lowest boom height that is compatible with the spray nozzles that will provide uniform coverage. For ground equipment, the boom should remain level with the crop and have minimal bounce.

RELEASE HEIGHT - Aircraft

Higher release heights increase the potential for spray drift. When applying aerially to crops, do not release spray at a height greater than 10 ft above the crop canopy unless a greater application height is necessary for pilot safety.

SHIELDED SPRAYERS

Shielding the boom or individual nozzles can reduce spray drift. Consider using shielded sprayers. Verify that the shields are not interfering with the uniform deposition of the spray on the target area.

TEMPERATURE AND HUMIDITY

When making applications in hot and dry conditions, use larger droplets to reduce effects of evaporation.

TEMPERATURE INVERSIONS

Drift potential is high during a temperature inversion. Temperature inversions are characterized by increasing temperature with altitude and are common on nights with limited cloud cover and light to no wind. The presence of an inversion can be indicated by ground fog or by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing. Avoid applications during temperature inversions.

WIND

Drift potential generally increases with wind speed. **AVOID APPLICATIONS DURING GUSTY WIND CONDITIONS.** Applicators need to be familiar with local wind patterns and terrain that could affect spray drift

Use Restrictions

Consult with a Dow AgroSciences representative if you do not understand the Use Restrictions. Call 800-258-3033 for more information.

- **Do not use grasses treated with Opensight in the preceding 18 months for hay intended for export outside the United States.**
- **Hay from areas treated with Opensight in the preceding 18 months CANNOT be distributed or made available for sale off the farm or ranch where harvested unless allowed by supplemental labeling.**
- **Hay from areas treated with Opensight in the preceding 18 months CANNOT be used for silage, haylage, baylage and green chop unless allowed by supplemental labeling.**
- **Do not move hay made from grass treated with Opensight within the preceding 18 months off farm unless allowed by supplemental labeling.**
- **Do not use hay or straw from areas treated with Opensight within the preceding 18 months or manure from animals feeding on hay treated with Opensight in compost.**
- **Do not use grasses treated with Opensight in the preceding 18 months for seed production.**

Maximum Application Rate: On all labeled use sites do not broadcast apply more than 3.3 ounce/acre of Opensight per year. The total amount of Opensight applied broadcast, as a re-treatment, and/or spot treatment cannot exceed 3.3 oz of product per acre per year. Spot treatments may be applied at an equivalent broadcast rate of up to 6.6 oz product of Opensight per acre per annual growing season; however, not more than 50% of an acre may be treated at that rate. Do not apply more than a total of 3.3 ounce/acre of Opensight per annual growing season as a result of broadcast, spot, or repeat applications.

- Do not use on Timothy hay or other cool-season grasses grown for hay.
- Do not apply this product on lawns, turf, ornamental plantings, urban walkways, driveways, tennis courts, golf courses, athletic fields, commercial sod operations, or other high-maintenance, fine turfgrass areas, or similar areas.
- Do not overseed ryegrass for 4 months after treatment.
- **Opensight is highly active against many broadleaf plant species.** Do not use this product on areas where loss of broadleaf plants, including legumes, cannot be tolerated.

- **Chemigation:** Do not apply this product through any type of irrigation system.
- **Do not contaminate water intended for irrigation or domestic purposes.** Do not treat inside banks or bottoms of irrigation ditches, either dry or containing water, or other channels that carry water that may be used for irrigation or domestic purposes.
- Do not apply to irrigated land where the tailwater will be used to irrigate crops.
- Do not use this product for impregnation on dry fertilizer, unless specified in Dow AgroSciences state-specific product bulletin.
- Do not use Opensight in the following counties of Colorado: Alamosa, Conejos, Costilla, Rio Grande, and Saguache.
- **Trees adjacent to or in a treated site can occasionally be affected by root uptake of Opensight.** Do not apply Opensight within the root zone of desirable trees unless such injury can be tolerated. Use special caution near roses, and leguminous trees such as locusts, redbud, mimosa, and caragana.
 - o Do not apply or drain or flush equipment on or near desirable trees or other plants, or on areas where their roots extend, or in locations where the product may be washed or moved into contact with their roots, as injury or loss of desirable trees or other plants may result.
- Applications made during periods of intense rainfall, to soils saturated with water, surfaces paved with materials such as asphalt or concrete, or soils through which rainfall will not readily penetrate may result in runoff and movement of Opensight. Injury to crops may result if treated soil and/or runoff water containing Opensight is washed, or moved onto land used to produce crops. Exposure to Opensight may injure or kill susceptible crops and other plants, such as grapes, soybeans, tobacco, sensitive ornamentals. Do not treat frozen soil where runoff could damage sensitive plants.
- **Seeding Legumes:** Do not plant forage legumes until a soil bioassay has been conducted to determine if aminopyralid or metsulfuron concentration remaining in the soil will adversely affect the legume establishment.
- Under certain conditions such as heavy rainfall, high pH, prolonged cold weather, or wide fluctuations in day/night temperatures prior to or soon after Opensight application, temporary discoloration, and/or grass injury may occur. Opensight should not be applied to grass that is stressed by severe weather conditions, drought, low fertility, water-saturated soil, disease, or insect damage, as grass injury may result. Severe winter stress, drought, disease, or insect damage before or following application also may result in grass injury.
- Do not apply to frozen ground as surface runoff may occur.
- Do not apply to snow-covered ground.
- **Grazing and Haying Restrictions:** There are no restrictions on grazing or grass hay harvest intervals following application of Opensight at labeled rates. However, cutting hay too soon after spraying weeds will reduce weed control. Wait 14 days after herbicide application to cut grass hay to allow herbicide to work. Do not transfer grazing animals from areas treated with Opensight to areas where sensitive broadleaf crops occur without first allowing 3 days of grazing on an untreated pasture. Otherwise, urine and manure may contain enough aminopyralid to cause injury to sensitive broadleaf plants.
- **Grazing Poisonous Plants:** Application of this product may increase palatability of certain poisonous plants. Do not allow livestock to graze areas treated with Opensight until poisonous plants are dry and no longer palatable to livestock.
- **Restrictions in Hay or Manure Use:**
 - o Do not use treated plant residues, including hay or straw from areas treated within the preceding 18 months, in compost, mulch, or mushroom spawn.
 - o Do not use manure from animals that have grazed forage or eaten hay harvested from treated areas within the previous 3 days, in compost, mulch, or mushroom spawn.
 - o Do not spread manure from animals that have grazed or consumed forage or eaten hay from treated areas within the previous 3 days on land used for growing susceptible broadleaf crops.
 - o Manure from animals that have grazed forage or eaten hay harvested from treated areas within the previous 3 days may only be used on pasture grasses, grass grown for seed, wheat, and corn.
 - o Do not plant a broadleaf crop (including soybeans, sunflower, tobacco, vegetables, field beans, peanuts, and potatoes) in fields treated with manure from animals that have grazed forage or eaten hay harvested from aminopyralid-treated areas until an adequately sensitive field bioassay is conducted to determine that the aminopyralid concentration in the soil is at level that is not injurious to the crop to be planted.
 - o Do not plant a broadleaf crop in fields treated in the previous year with manure from animals that have grazed forage or eaten hay harvested from treated areas until an adequately sensitive field bioassay is conducted to determine that the aminopyralid concentration in the soil is at level that is not injurious to the crop to be planted.

- o To promote herbicide decomposition, plant residues should be evenly incorporated in the surface soil or burned. Breakdown of aminopyralid in plant residues or manure is more rapid under warm, moist soil conditions and may be enhanced by supplemental irrigation.
- **Crop Rotation:** Do not rotate to any crop from rangeland, permanent pasture, or CRP acres within one year following treatment. Do not plant a broadleaf crop until an adequately sensitive field bioassay shows that the level of aminopyralid or metsulfuron present in the soil will not adversely affect that broadleaf crop.
- **Field Bioassay Instructions:** In fields previously treated with this product, plant short test rows of the intended rotational crop across the original direction of application in a manner to sample variability in field conditions such as soil texture, soil organic matter, soil pH, rainfall pattern, or drainage. The field bioassay can be initiated one year after the last application of aminopyralid in that field. Observe the test crop for symptoms of herbicidal activity, such as poor stand (effect on seed germination), chlorosis (yellowing), and necrosis (dead leaves or shoots), or stunting (reduced growth). If herbicidal symptoms do not occur, the test crop can be grown. If there is apparent herbicidal activity, do not plant the field to the intended rotational crop; plant only to wheat, perennial forage grasses, native grasses or grasses grown for hay.
- **Avoiding Injury to Non-Target Plants:** Do not aerially apply Opensight within 50 feet of a border downwind (in the direction of wind movement), or allow spray drift to come in contact with, any broadleaf crop or other desirable broadleaf plants, including, but not limited to, alfalfa, cotton, dry beans, flowers, grapes, lettuce, potatoes, radishes, soybeans, sugar beets, sunflowers, tobacco, tomatoes or other broadleaf or vegetable crop, fruit trees, ornamental plants, or soil where sensitive crops are growing or will be planted. Avoid application under conditions that may allow spray drift because very small quantities of spray may seriously injure susceptible crops. Read the Spray Drift Management section of this label to help minimize the potential for spray drift.
- To reduce the potential for movement of treated soil due to wind erosion, do not apply to powdery dry or light sandy soils until they have been stabilized by rainfall, plant residue mulch, reduced tillage, or other cultural practices. Injury to immediately adjacent crops may occur when treated soil is blown onto land used to produce crops other than pasture, rangeland, or CRP.

Sprayer Clean-Out Instructions

It is recommended to use separate spray equipment on highly sensitive crops such as tobacco, soybeans, peanuts, and tomatoes. Do not use spray equipment used to apply Opensight for other applications to land planted to, or to be planted to, broadleaf plants unless it has been determined that all residues of this herbicide has been removed by thorough cleaning of equipment.

Equipment used to apply Opensight should be thoroughly cleaned before reusing to apply any other chemicals as follows:

1. Rinse and flush application equipment thoroughly after use. Dispose of rinse water in non-cropland area away from water supplies.
2. Rinse a second time, adding 1 quart of household ammonia or tank cleaning agent for every 25 gallons of water. Circulate the solution through the entire system so that all internal surfaces are contacted (15 to 20 minutes). Let the solution stand for several hours, preferably overnight.
3. Flush the solution out of the spray tank through the boom.
4. Rinse the system twice with clean water, recirculating and draining each time.
5. Spray nozzles and screens should be removed and cleaned separately.

Do not apply this product with mist blower systems that deliver very fine spray droplets. Use of mist blower equipment can reduce control achieved with the herbicide and increase spray drift potential.

Application Methods

Apply the specified rate of Opensight as a coarse low-pressure spray. Do not apply this product with mist blower systems that deliver very fine spray droplets. Spray volume should be sufficient to uniformly cover foliage. Increase the spray volume to ensure thorough and uniform coverage when target vegetation is tall and/or dense. To enhance foliage wetting and coverage, an approved non-ionic agricultural surfactant may be added to the spray mixture as specified by the surfactant label.

Ground Broadcast Application: Higher spray volumes (greater than 10 gallons per acre) generally provide better coverage and better control, particularly in dense and/or tall foliage.

Aerial Broadcast Application: Do not apply less than 2 gallons per acre total spray volume. Five gallons per acre or greater will generally provide better coverage and better control, particularly in dense and/or tall foliage.

High-Volume Foliar Application: High volume foliar treatments may be applied at rates equivalent to a maximum of 3.3 ounces per acre annual growing season. Use sufficient spray volume to thoroughly and uniformly wet foliage and stems.

Spot Application: Spot treatments may be applied at an equivalent broadcast rate of up to 6.6 oz of product per acre per annual growing season; however, not more than 50% of an acre may be treated at that rate. Do not apply more than a total of 3.3 ounce/acre of Opensight per annual growing season as a result of broadcast, spot, or repeat applications. Spray volume should be sufficient to thoroughly and uniformly wet weed foliage, but not to the point of runoff. Repeat treatments may be made, but the total amount of Opensight applied must not exceed 3.3 ounce/acre per year. Take precautions to minimize spray drift. To prevent misapplication, spot treatments should be applied with a calibrated sprayer.

In general for spot treatments, mix 2.5 oz for weeds and 3.3 oz for brush of Opensight per 100 gallons of water (assuming an application volume of 100 gallons per acre).

Product Measurement

Opensight is measured using the Opensight volumetric measuring cylinder. Scales calibrated in ounces may also be used.

Mixing Instructions

1. Fill the tank 1/4 to 1/3 full with water. (If using liquid nitrogen fertilizer solution in place of water, see Tank Mixtures sections for additional details.)
2. While agitating, add the required amount of Opensight.
3. Continue agitation until the Opensight is fully dispersed, at least 5 minutes.
4. Once the Opensight is fully dispersed, maintain agitation and continue filling tank with water. Opensight should be thoroughly mixed with water before adding any other material.
5. As the tank is filling, add tank mix partners (if desired) then add the necessary volume of spray adjuvants. Always add spray adjuvants last.
6. If the mixture is not continuously agitated, settling will occur. If settling occurs, thoroughly re-agitate before using.
7. Apply Opensight spray mixture within 24 hours of mixing to avoid product degradation.
8. If Opensight and a tank mix partner are to be applied in multiple loads, pre-slurry the Opensight in clean water prior to adding to the tank. This will prevent the tank mix partner from interfering with the dissolution of the Opensight.

Soil pH Limitations

Opensight should not be used on soils having a pH above 7.9, as extended soil residual activity could extend crop rotation intervals beyond normal. Under certain conditions, Opensight could remain in the soil for 34 months or more injuring wheat and barley. In addition, other crops planted in high-pH soils can be extremely sensitive to low concentrations of Opensight.

Checking Soil pH

Before using Opensight, determine the soil pH of the areas of intended use. To obtain a representative pH value for the test area, take several 0" to 4" samples from different areas of the field and analyze them separately. Consult local extension publications for additional information on recommended soil-sampling procedures.

Spray Adjuvants

Unless otherwise directed, applications of Opensight must include either a crop oil concentrate or a nonionic surfactant. In addition, an ammonium nitrogen fertilizer can be used unless specifically prohibited by tank mix partner labeling. If another herbicide is tank mixed with Opensight, select adjuvants authorized for use with both products. Products must contain only EPA-exempt ingredients (40 CFR 1001).

Petroleum Crop Oil Concentrate (COC) or Methylated Seed Oil (MSO)

- Apply at 1% v/v (1 gallon per 100 gallons spray solution) or 2% under arid conditions.
- MSO adjuvants may be used at 0.5% v/v (0.5 gallons per 100 gallons spray solution) if specifically noted on adjuvant product labeling.
- Oil adjuvants must contain at least 80% high quality, petroleum (mineral) or modified vegetable seed oil with at least 15% surfactant emulsifiers.

Nonionic Surfactant (NIS)

- Apply at 0.25% v/v (1 quart per 100 gallons spray solution) or 0.5% under arid conditions.
- Surfactant products must contain at least 60% nonionic surfactant with a hydrophilic/lipophilic balance (HLB) greater than 12.

Ammonium Nitrogen Fertilizer

- Use 2 quarts/acre of a high-quality urea ammonium nitrate (UAN), such as 28%N or 32%N, or 2 pounds/acre of a spray grade ammonium sulfate (AMS). Use 4 quarts/acre UAN or 4 pounds/acre AMS under arid conditions.

Special Adjuvant Types

- Combination adjuvant products may be used at doses that provide the required amount of NIS, COC, MSO, and/or ammonium nitrogen fertilizer. Consult product literature for use rates and restrictions. Exception: On tall fescue pastures use a reduced rate of 1/2 to 1 pint non-ionic surfactant per 100 gallons.

- Antifoaming agents may be used if needed.
- Do not use Opensight with spray additives that reduce the pH of the spray solution to below 3.0.

Tank Mixing with Other Herbicides: Opensight at rates of up to 3.3 ounce/acre may be mixed with labeled rates of other herbicides registered for application on all labeled use sites. Opensight may be applied in tank-mix combination with labeled rates of other herbicides provided: (1) the tank-mix product is labeled for the timing and method of application for the use site to be treated and (2) mixing is not prohibited by the label of the registered tank mixed products, and (3) that the tank-mix combination is physically compatible (see tank-mix compatibility testing below). When tank mixing, use only in accordance with the restrictions, precautions, and limitations on the respective product labels.

- It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.
- Do not exceed specified application rates. If products containing the same active ingredient are mixed, do not exceed the maximum allowable active ingredient use rates.
- For direct injection or other spray equipment where the product formulations will be mixed in undiluted form, special care should be taken to ensure tank mix compatibility.
- Always perform a jar test to ensure the compatibility of products to be used in tank mixture.

Tank Mix Compatibility Testing: Perform a jar test prior to mixing in a spray tank to ensure compatibility of Opensight and other pesticides or carriers. Use a clear glass jar with lid and mix ingredients in the same order and proportions as will be used in the spray tank. The mixture is compatible if the materials mix readily when the jar is inverted several times. The mixture should remain stable after standing for 1/2 hour or, if separation occurs, should readily remix if agitated. An incompatible mixture is indicated by separation into distinct layers that do not readily remix when agitated and/or the presence of flakes, precipitates, gels, or heavy oily film in the jar. Use of an appropriate compatibility aid may resolve mix incompatibility. If the mixture is incompatible do not use that tank mix partner in tank mixtures.

Note: Foliar-applied liquid fertilizers themselves can cause yellowing of the foliage of forage grasses and other vegetation.

Guidelines for Grass Management

Opensight may be applied to established native grasses such as wheatgrasses, bluestems and grama, and on other established pasture grasses such as bermudagrass, bluegrass, orchardgrass, bromegrass, and tall fescue that were planted the previous growing season (or earlier) and are fully tillered, unless otherwise directed on this label. Specific application timing information on several of these grass species follows:

- Opensight may suppress certain established grasses, such as smooth bromegrass (*Bromus inermis*), especially when plants are stressed by adverse environmental conditions. Plants should recover from this transient suppression with the onset of environmental conditions favorable to grass growth and upon release from weed competition.
- Varieties and species of forage grasses differ in their tolerance to herbicides. When using Opensight on a particular grass for the first time, limit use to a small area. If no injury occurs throughout the season, larger acreage may be treated.
- Application of Opensight to Pensacola bahiagrass, ryegrass (Italian or perennial), and Garrison's creeping foxtail may cause severe injury to and/or loss of pastures.

Seeding grasses:

Preemergence: In general, Opensight may be applied in the spring or early summer, depending on the target weed species, as a broadcast application over grass that was planted at least 4 months prior to the application and that has been growing under favorable conditions for grass establishment.

With fall applications, do not plant grasses the following spring. Do not overseed ryegrass for 4 months after treatment.

Tall Fescue:

Opensight may stunt tall fescue, cause it to turn yellow, or cause seed head suppression. To minimize these symptoms, take the following precautions.

- Do not use on tall fescue grown for seed.
- Do not use more than 2 ounce/acre of Opensight.
- Tank-mix Opensight with 2,4-D.
- Use a reduced rate of non-ionic surfactant at 1/2 to 1 pint per 100 gallons of spray solution (1/16 to 1/8% v/v).
- Make application later in the spring after the new growth is 5 to 6 inches tall (until after reproductive culm has started to elongate), or in the fall.
- Do not use surfactant when liquid nitrogen is used as a carrier.
- Do not use a spray adjuvant other than non-ionic surfactant.

Initial grass yields may be reduced due to fescue seed head suppression resulting from treatment with Opensight at labeled rates. However, this could be beneficial because in tall fescue infected with the fungal endophyte (*Neotyphodium* spp.), the endophyte is concentrated in the seed, and cattle grazing plants with the seed head will get the maximum exposure to the endophyte. Increased levels of ingestions of the fungal endophyte can reduce weight gain and conception rates in cattle. Since the first grazing is often delayed in the spring until long after seed head development, Opensight could potentially be used to reduce development of the seed head, thereby reducing the amount of the endophyte that would be consumed by livestock when grazing.

Seed Head Suppression: If the intent is to control weeds and reduce tall fescue seed heads, apply Opensight at 2.0 to 2.5 ounce/acre early to fescue that is less than 6 inches tall.

Pensacola bahiagrass control in established Bermudagrass pasture: Apply Opensight at 2-2.5 ounce/acre after green-up in the spring, but before bahiagrass seed head formation. Application should be made when environmental conditions favor grass growth.

Bahiagrass suppression could take up to 30 days before the desired level of control is achieved. Application of 2,4-D mixed with Opensight could decrease bahiagrass control. In pastures severely infested with bahiagrass, a positive response in forage yield may be slowed until desired forage grasses, like bermudagrass, grow into areas previously infested with bahiagrass. To reduce this effect, consider treating different portions of heavily infested pastures with Opensight over a period of several years. Do not apply Opensight to an entire farm or ranch in one year. Fertilization and/or replanting may accelerate bermudagrass recovery following bahiagrass control with Opensight.

Bahiagrass regrowth may occur in pastures heavily infested with bahiagrass, intense grazing pressure, or when adverse environmental conditions (heat and drought), slows the recovery of desired grass forages.

Opensight will not control common or Argentine bahiagrass.

Pensacola bahiagrass control can be reduced when Opensight is applied in liquid fertilizer solutions.

Use Rates and Timing

Opensight may be applied post emergence as a broadcast spray or as a spot application to control weeds and brush including, but not limited to, those listed on this label. When a rate range is given use the higher rate to control weeds at advanced growth stages, or under less than favorable growing conditions, or for longer residual control. Best results are obtained when spray volume is sufficient to provide uniform coverage of treated weeds. For optimum uptake and translocation of Opensight, avoid mowing, haying, shredding, burning, or soil disturbance in treated areas for at least 14 days following application.

Opensight also provides preemergence control of emerging seedlings of susceptible weeds, and re-growth of certain perennial weeds following application. Preventing establishment of weeds will depend upon application rate, season of application, and environmental conditions after application.

Opensight can provide long-term control of susceptible weeds. The length of control is dependent upon the application rate, condition and growth stage of target weeds, environmental conditions at and following application, and the density and vigor of competing desirable vegetation. Long-term weed control is most effective where grass vegetation is allowed to recover from overgrazing, drought, etc., and compete with weeds.

Opensight can be an important component of integrated vegetation management programs designed to renovate or restore desired plant communities. To maximize and extend the benefits of weed control provided by Opensight, it is important that other vegetation management practices, including proper grazing management, biological control agents, replanting, fertilization, prescribed fire, etc., be used in appropriate sequences and combinations to further alleviate the adverse effects of weeds on desirable plant species and to promote development of desired plant communities. Agricultural and natural resources specialists with federal and state government agencies can provide guidance on best management practices and development of integrated vegetation management programs.

Species Controlled

General Mix of Broadleaf Weeds: Opensight at 2.0 ounce/acre is the standard rate to provide control of many problem weeds when applied early in the season. If a certain weeds are key targets, use the rate in Table 1 for that species. The addition of Garlon herbicides, DMA 4 IVM, or other herbicides allowed for use on the site to be sprayed can be tank mixed to broaden the weed spectrum.

Opensight controls weeds and woody plants primarily by postemergent activity. Although Opensight has preemergence activity, best results are generally obtained when Opensight is applied to foliage after emergence or dormancy break. Generally, for the control of annual weeds, Opensight

provides the best results when applied to young, actively growing weeds. For the control of perennial weeds, applications made at the bud/bloom stage or while the target weeds are in the fall rosette stage typically provide the best results. The use rate depends upon the weed species and size of the weed at the time of application.

The degree and duration of control depends on weed spectrum and infestation intensity, weed size at application, environmental conditions at and following treatment, soil pH, soil moisture, and soil organic matter, and other factors.

For best results, most weeds should be treated when they are actively growing and under conditions favorable for growth. Use a higher rate in the rate range indicated when growing conditions are less than favorable (drought conditions), weeds are large and mature, weed density and

foliage cover is high and canopy height is tall, or when residual control is desired. Opensight also provides preemergence control of germinating seeds or seedlings of susceptible weeds following application.

For rates for specific weeds, see Table 1. The life cycle is included for each weed species. The general timing of application for each life cycle is as follows:

Annuals: Use lower rates when weeds are less than 6 inches and actively growing. Increase rate as season progresses and plants become more mature.

Biennials: Apply in the spring and early summer to rosette or bolting plants or in the fall to seedlings and rosettes before ground is frozen. Use higher rates after bolting through early flower.

Perennials: Apply to vegetative stage prior to bloom. Use higher rate when weeds are larger.

Table 1: Species Controlled with Opensight

Note: Weeds marked with * indicate more information is included in the specific weed problems section after the table.

Broadleaf Weeds Controlled by Opensight

| Common Name | Scientific Name | Life Cycle | Plant Family | Opensight rate oz/a |
|-----------------------------|------------------------------------|------------------|------------------|---------------------|
| actinomeris, wingstem | <i>Verbesina alternifolia</i> | perennial | Asteraceae | 3.0 |
| alyssum, hoary | <i>Berteroa incana</i> | biennial | Brassicaceae | 2.0-2.5 |
| amaranth, spiny | <i>Amaranthus spinosus</i> | summer annual | Amaranthaceae | 1.5-2.0 |
| arrowgrass, seaside ‡ | <i>Triflochin maritima</i> | perennial | Juncaginaceae | 3.0-3.3 |
| aster | <i>Aster spp.</i> | perennial | Asteraceae | 1.5-2.0 |
| bahiagrass, Pensacola* | <i>Paspalum notatum Flugge</i> | perennial | Poaceae | 2.0-2.5 |
| babysbreath | <i>Gypsophila paniculata</i> | perennial | Caryophyllaceae | 2.5-3.0 |
| bedstraw | <i>Gallum spp.</i> | perennial | Rubiaceae | 2.0-2.5 |
| bittercress | <i>Cardimane spp</i> | perennial | Brassicaceae | 2.0-2.5 |
| blackeyed-susan | <i>Rudbeckia hirta</i> | annual | Asteraceae | 1.5-2.0 |
| brackenfern | <i>Pteridiums spp.</i> | perennial | Dennstaedtiaceae | 2.5-3.3 |
| broomweed, annual | <i>Amphlachyris dracunculoides</i> | annual | Asteraceae | 1.0-1.5 |
| bur buttercup (testiculate) | <i>Ranunculus testiculatus</i> | annual | Ranunculaceae | 1.0-1.5 |
| burclover | <i>Medicago spp</i> | annual | Fabaceae | 1.5-2.0 |
| burdock, common | <i>Arctium minus</i> | biennial | Asteraceae | 2.0-2.5 |
| buttercup, hairy | <i>Ranunculus sardous</i> | perennial | Ranunculaceae | 1.0-1.5 |
| buttercup, tall | <i>Ranunculus acris</i> | perennial | Ranunculaceae | 2.0-2.5 |
| camelthorn | <i>Alhagi pseudalhagi</i> | perennial | Fabaceae | 2.0-3.0 |
| camphorweed | <i>Heterotheca subaxillaris</i> | summer annual | Asteraceae | 2.0-3.0 |
| campion, bladder ‡ | <i>Silene vulgaris</i> | perennial | Caryophyllaceae | 2.0-2.5 |
| caraway, wild | <i>Carum carvi</i> | biennial | Apiaceae | 2.5-3.0 |
| carrot, wild | <i>Daucus carota</i> | biennial | Apiaceae | 2.0-2.5 |
| catchfly, conical | <i>Silene conoidea</i> | annual | Caryophyllaceae | 1.0-1.5 |
| chamomile | <i>Matricaria spp</i> | annual | Asteraceae | 2.5-3.0 |
| chickweed, common | <i>Stellaria media</i> | winter annual | Caryophyllaceae | 3.0 |
| chicory | <i>Cichorium intybus</i> | perennial | Asteraceae | 1.5-2.0 |
| cinquefoil* | <i>Potentilla spp</i> | perennial | Rosaceae | 2.0-2.5 |
| clover, sweet | <i>Mellilotus officinalis</i> | biennial | Fabaceae | 2.5-3.0 |
| clover, white | <i>Trifolium repens</i> | perennial | Fabaceae | 1.5-2.0 |
| cockle, corn | <i>Agrostemma githago</i> | annual | Caryophyllaceae | 2.0-3.0 |
| cocklebur | <i>Xanthium strumarium</i> | annual | Asteraceae | 1.5-2.0 |
| coreopsis, plains | <i>Coreopsis tinctoria</i> | annual | Asteraceae | 2.0-3.0 |
| cowcockle | <i>Vaccaria pyramidata</i> | annual | Caryophyllaceae | 1.5-2.0 |
| crazyweed, silky | <i>Oxytropis Lambertii</i> | perennial | Fabaceae | 2.0-2.5 |
| croton, woolly | <i>Croton capitatus</i> | annual | Euphorbiaceae | 1.5-2.0 |
| crownvetch | <i>Securigera varia</i> | perennial | Fabaceae | 1.5-2.0 |
| crupina, common | <i>Crupina vulgaris</i> | perennial | Asteraceae | 3.0-3.3 |
| cudweed, purple | <i>Gnaphalium purpureum</i> | annual | Asteraceae | 2.0-2.5 |
| daisy, oxeye* | <i>Leucanthemum vulgare</i> | perennial | Asteraceae | 2.5-3.3 |
| dandelion, common | <i>Taraxacum officinale</i> | perennial | Asteraceae | 1.5-2.0 |
| dock | <i>Rumex spp</i> | perennial | Polygonaceae | 2.0-2.5 |
| dyer's woad ‡ | <i>Istis tinctoria</i> | perennial | Brassicaceae | 3.3 |
| evening primrose, cutleaf | <i>Oenothera laciniata</i> | annual | Asteraceae | 1.5-2.0 |
| false dandelion, Carolina | <i>Tragopogon dubius</i> | biennial | Asteraceae | 1.5-2.0 |
| falseflax, smallseed | <i>Camelina microcarpa</i> | annual/ biennial | Brassicaceae | 1.5-2.0 |

Table 1: Species Controlled with Opensight (Cont.)

Note: Weeds marked with * indicate more information is included in the specific weed problems section after the table.

Broadleaf Weeds Controlled by Opensight

| Common Name | Scientific Name | Life Cycle | Plant Family | Opensight rate oz/a |
|--------------------------|-----------------------------------|-------------------|------------------|---------------------|
| fiddleneck, common | <i>Amsinckia intermedia</i> | annual | Boraginaceae | 1.5-2.0 |
| filaree, redstem | <i>Erodium cicutarium</i> | annual/ biennial | Geraniaceae | 3.0-3.3 |
| fireweed | <i>Epilobium angustifolium</i> | perennial | Onagraceae | 2.5-3.0 |
| fleabane, annual | <i>Erigeron annuus</i> | annual | Asteraceae | 1.5-2.0 |
| garlic, wild | <i>Allium vineale</i> | perennial | Liliaceae | 1.5-2.0 |
| geranium, Carolina | <i>Geranium carolinianum</i> | winter annual | Geraniaceae | 1.5-2.0 |
| goldenrod spp | <i>Solidago canadensis</i> | perennial | Asteraceae | 2.0-2.5 |
| gumweed, curlycup | <i>Grindelia squarrosa</i> | biennial | Asteraceae | 2.0-2.5 |
| halogeton | <i>Halogeton glomeratus</i> | annual | Chenopodiaceae | 3.0-3.3 |
| hawkweed, orange* | <i>Hieracium aurantiacum</i> | perennial | Asteraceae | 2.5-3.3 |
| hawkweed, yellow* | <i>Hieracium pratense</i> | perennial | Asteraceae | 2.5-3.3 |
| hemlock, poison ‡ | <i>Conium maculatum</i> | perennial | Apiaceae | 2.5-3.3 |
| henbane, black | <i>Hyoscyamus niger</i> | annual/ biennial | Solanaceae | 2.5-3.0 |
| henbit | <i>Lamium amplexicaule</i> | annual/ biennial | Lamiaceae | 2.0-2.5 |
| horsemint (beebalm) | <i>Monarda spp</i> | annual | Lamiaceae | 1.5-2.0 |
| horsenettle, Carolina | <i>Solanum carolinense</i> | perennial | Solanaceae | 2.0-2.5 |
| horseweed (mare's tail) | <i>Conyza canadensis</i> | annual | Asteraceae | 1.5-2.0 |
| houndstongue* | <i>Cynoglossum officinale</i> | biennial | Boraginaceae | 2.5-3.3 |
| ironweed, tall | <i>Vernonia gigantea</i> | perennial | Asteraceae | 2.0-3.0 |
| ironweed, western | <i>Vernonia baldwinii</i> | perennial | Asteraceae | 2.0-3.0 |
| knapweed | <i>Centaurea sp.</i> | biennial | Asteraceae | 2.5-3.3 |
| knapweed, brown | <i>Centaurea jacea</i> | perennial | Asteraceae | 2.5-3.3 |
| knapweed, diffuse* | <i>Centaurea diffusa</i> | biennial | Asteraceae | 2.5-3.3 |
| knapweed, Russian* | <i>Acroptilon repens</i> | perennial | Asteraceae | 2.5-3.3 |
| knapweed, spotted* | <i>Centaurea stoebe</i> | biennial | Asteraceae | 2.5-3.3 |
| knotweed, prostrate | <i>Polygonum aviculare</i> | annual | Polygonaceae | 3.0 |
| kochia* | <i>Kochia scoparia</i> | annual | Chenopodiaceae | 1.5-2.0 |
| lady's thumb | <i>Polygonum persicaria</i> | annual | Polygonaceae | 1.5-2.0 |
| lambsquarters, common | <i>Chenopodium album</i> | annual | Chenopodiaceae | 2.0-2.5 |
| lespedeza, annual | <i>Lespedeza striata</i> | annual | Fabaceae | 2.0-2.5 |
| lespedeza, sericea* | <i>Lespedeza cuneata</i> | perennial | Fabaceae | 2.5-3.0 |
| lettuce, Miner's | <i>Montia perfoliata</i> | annual | Portulacaceae | 1.5-2.0 |
| lettuce, prickly* | <i>Lactuca scariola</i> | annual | Asteraceae | 1.5-2.0 |
| locoweed | <i>Astragalus spp.</i> | perennial | Fabaceae | 2.0-2.5 |
| loosestrife, purple | <i>Lythrum salicaria</i> | perennial | Lythraceae | 3.0-3.3 |
| marshelder, annual ‡ | <i>Iva annua</i> | annual | Asteraceae | 2.0-2.5 |
| mayweed, scentless | <i>Tripleurospermum perforata</i> | annual | Asteraceae | 1.5-2.0 |
| mayweed, stinking | <i>Anthemis cotula</i> | annual | Asteraceae | 3.0-3.3 |
| medic, black | <i>Medicago lupulina</i> | perennial | Fabaceae | 2.0-2.5 |
| Mexican-tea | <i>Dysphania ambrosioides</i> | annual/ perennial | Chenopodiaceae | 2.0-2.5 |
| mullein* | <i>Verbascum spp.</i> | biennial | Scrophulariaceae | 2.0-3.3 |
| mustard, blue* | <i>Chorispora tenella</i> | annual | Brassicaceae | 1.5-2.0 |
| mustard, tumble/Jim Hill | <i>Sisymbrium altissimum</i> | winter annual | Brassicaceae | 1.5-2.0 |
| mustard, wild | <i>Brassica kaber</i> | annual | Brassicaceae | 1.5-2.0 |
| needles, Spanish needles | <i>Bidens bipinnata</i> | annual | Asteraceae | 2.0-2.5 |
| oxtongue, bristly | <i>Picris echioides</i> | biennial | Asteraceae | 2.5-3.0 |
| parsnip, Wild | <i>Pastinaca sativa</i> | biennial | Apiaceae | 2.0-3.0 |
| partridgepea | <i>Chamaecrista fasciculata</i> | annual | Fabaceae | 2.5-3.0 |
| pepperweed, perennial ‡* | <i>Lepidium latifolium</i> | perennial | Brassicaceae | 3.3 |
| pigweeds | <i>Amaranthus spp</i> | annual | Amaranthaceae | 1.5-2.0 |
| plantain, broadleaf | <i>Plantago major</i> | perennial | Plantaginaceae | 2.0-2.5 |
| plantain, buckhorn | <i>Plantago lanceolata</i> | perennial | Plantaginaceae | 2.0-2.5 |
| purslane, common | <i>Portulaca oleracea</i> | annual | Portulacaceae | 1.5-2.0 |
| ragweed, common | <i>Ambrosia artemisiifolia</i> | annual | Asteraceae | 2.0-2.5 |
| ragweed, western* | <i>Ambrosia psilostachya</i> | perennial | Asteraceae | 2.0-2.5 |
| ragwort, tansy | <i>Senecio jacobaea</i> | perennial | Asteraceae | 2.5-3.0 |

Table 1: Species Controlled with Opensight (Cont.)

Note: Weeds marked with * indicate more information is included in the specific weed problems section after the table.

Broadleaf Weeds Controlled by Opensight

| Common Name | Scientific Name | Life Cycle | Plant Family | Opensight rate oz/a |
|-------------------------|-----------------------------------|---------------|----------------|---------------------|
| rush skeletonweed | <i>Chondrilla juncea</i> | perennial | Asteraceae | 2.5-3.0 |
| salsify, Western ‡ | <i>Tragopogon dubius</i> | biennial | Asteraceae | 3.0-3.3 |
| scouringrush ‡ | <i>Equisetum hyemale</i> | grass | Equisetaceae | 3.3 |
| shephardspurse | <i>Capsella bursa-pastoris</i> | winter annual | Brassicaceae | 1.5-2.0 |
| sicklepod | <i>Senna obtusifolia</i> | annual | Fabaceae | 2.5-3.0 |
| sida, arrowleaf | <i>Sida rhombifolia</i> | annual | Malvaceae | 2-2.5 |
| smartweed, Pennsylvania | <i>Polygonum pennsylvanicum</i> | annual | Polygonaceae | 1.5-2.0 |
| snakeweed, broom* | <i>Gutierrezia sarothrae</i> | perennial | Asteraceae | 3.0 |
| sneezeweed, bitter | <i>Helenium amarum</i> | annual | Asteraceae | 1.0-1.5 |
| snow-on-the-mountain | <i>Euphorbia marginata</i> | annual | Euphorbiaceae | 2.0-2.5 |
| soda apple, tropical* | <i>Solanum viarum</i> | perennial | Solanaceae | 2.5-3.0 |
| sorrel, red | <i>Rumex acetosella</i> | perennial | Polygonaceae | 2.0-2.5 |
| sowthistle, perennial | <i>Sonchus arvensis</i> | perennial | Asteraceae | 2.0-2.5 |
| sowthistle, prickly | <i>Sonchus asper</i> | annual | Asteraceae | 1.5-2.0 |
| St. Johnswort, common | <i>Hypericum perforatum</i> | perennial | Clusiaceae | 2.5-3.0 |
| starthistle, purple* | <i>Centaurea calcitrapa</i> | biennial | Asteraceae | 1.5-2.0 |
| star-thistle, Malta* | <i>Centaurea melitensis</i> | annual | Asteraceae | 1.5-2.0 |
| starthistle, yellow* | <i>Centaurea solstitialis</i> | annual | Asteraceae | 1.5-2.0 |
| sunflower, common | <i>Helianthus annua</i> | annual | Asteraceae | 1.5-2.0 |
| tansy, common | <i>Tanacetum vulgare</i> | perennial | Asteraceae | 2.5-3.3 |
| teasel | <i>Dipsacus spp.</i> | biennial | Dipsacaceae | 2.0-3.0 |
| thistle, Russian* | <i>Salsola iberica</i> | annual | Chenopodiaceae | 1.5-2.0 |
| thistle, artichoke | <i>Cynara cardunculus</i> | perennial | Asteraceae | 2.0-3.0 |
| thistle, bull* | <i>Cirsium vulgare</i> | biennial | Asteraceae | 1.0-2.5 |
| thistle, Canada* | <i>Cirsium arvense</i> | perennial | Asteraceae | 2.0-3.3 |
| thistle, Italian | <i>Carduus pycnocephalus</i> | annual | Asteraceae | 2.0-3.0 |
| thistle, musk* | <i>Carduus nutans</i> | biennial | Asteraceae | 1.0-2.5 |
| thistle, plumeless* | <i>Carduus acanthoides</i> | biennial | Asteraceae | 1.0-2.5 |
| thistle, Scotch | <i>Onopordum acanthium</i> | biennial | Asteraceae | 1.5-2.5 |
| thistle, woolly distaff | <i>Carthamus lanatus</i> | annual | Asteraceae | 1.5-2.0 |
| vervains ‡ | <i>Verbena spp.</i> | perennial | Asteraceae | 2.0-2.5 |
| vetch, common* | <i>Vicia sativa</i> | annual | Fabaceae | 1.5-2.0 |
| wallflower, bushy | <i>Erysimum repandum</i> | annual | Brassicaceae | 1.5-2.0 |
| waterpod | <i>Ellisia nyctelea</i> | annual | Brassicaceae | 1.5-2.0 |
| whitetop (hoary cress)* | <i>Cardaria draba</i> | perennial | Brassicaceae | 3.3 |
| woodsorrel, yellow | <i>Oxalis stricta</i> | perennial | Oxalidaceae | 3.0-3.3 |
| wormwood, absinth* | <i>Artemisia absinthium</i> | perennial | Asteraceae | 3.0-3.3 |
| yankeeweed | <i>Eupatorium compositifolium</i> | perennial | Asteraceae | 3.0-3.3 |
| yarrow, common | <i>Achillea millefolium</i> | perennial | Asteraceae | 1.5-2.0 |

‡ This symbol denotes weed suppression which is a reduction in weed competition compared to untreated areas. A second treatment may be necessary. The addition of 0.5 lbs ae/acre of 2,4-D may improve initial control.

Hawkweed, orange or yellow: Apply Opensight at 2.5 to 3.3 ounce/acre to plants in the bolting stage of development.

Houndstongue: Apply 2.5 ounce/acre to rosettes. As plant bolts, increase the rate to 3.0 to 3.3 ounce/acre up to early bud stage. Add 1 quart of 2,4-D/acre after the bud stage.

Knapweeds, diffuse and spotted: Apply Opensight at 2.5 to 3.3 ounce/acre when plants are actively growing with the optimum time of application occurring from rosette to the bolting stages of development or in the fall. Plants will be controlled by mid-summer and fall applications even though plants may not show any changes in form or stature the year of application.

Knapweed, Russian: Apply Opensight at 2.5 to 3.3 ounce/acre to plants in the spring and summer to plants from early bud to flowering stage and to dormant plants in the fall.

Lespedeza, Sericea: Apply 2.5 to 3.0 ounce/acre beginning at flower bud initiation through the full bloom stage of growth.

Mullein: Apply 2.0 ounce/acre in the rosette stage in spring or fall. Use rates from 2.5 to 3.3 ounce/acre for bolting plants less than 12 inches tall.

Oxeye daisy: Apply Opensight at 2.5 to 3.3 ounce/acre to plants in the prebud stage of development.

Pepperweed, perennial: Apply Opensight at 3.3 ounce/acre plus 2 lb ae/a 2, 4-D when plants are at early flowering through bloom for optimum control.

Ragweed, Western: Apply Opensight at 2.0 to 2.5 ounce/acre when plants are in the vegetative growth stage. The addition of 0.5 to 1 lb ae/acre (1 to 2 pints/acre of 4 lb ae/gallon 2,4-D) of 2,4-D/acre will improve control in dense stands or when ragweed is greater than 6 inches.

Russian thistle, kochia, and prickly lettuce: Naturally occurring resistant biotypes of these weeds to metsulfuron are known to occur. For best results, use Opensight at 1.5 to 2.0 ounces/acre in tank-mix with 2,4-D. Applications to these weeds should be made early to weeds less than 6 inches in height.

Snakeweed, broom: Applications should be made in the fall at 3.0 ounces/acre. Spring applications will provide suppression only.

Soda apple, tropical: Apply Opensight at 2.5 to 3.0 ounce/acre at any growth stage, but application by flowering will reduce seed production potential.

Starthistle, Malta, purple, and yellow: Apply Opensight at 1.5 to 2.0 ounce/acre to plants at the rosette through bolting growth stages.

Sulfur cinquefoil: Apply Opensight at 2.0 to 2.5 ounce/acre to plants in the prebud stage of development.

Thistle, Canada: Apply Opensight at 2.0 to 3.3 ounce/acre either in the spring or summer to fully emerged Canada thistle. The goal is to insure all plants have emerged and many of the thistles will be in the bud to early flower stage at this time. Applications are also effective in the fall before a killing frost. Use higher rates for older/dense stands or for longer residual control.
Thistles, Bull, musk, and plumeless: Apply Opensight at 1.0 to 2.0 ounce/acre in the spring and early summer to rosette or bolting plants or in the fall to seedlings and rosettes. Apply at 2.0 to 2.5 ounce/acre plus 0.5 lb ae/acre 2,4-D when plants are at the late bolt through early flowering growth stages.
Vervain: Apply 1.5 to 2.0 oz/acre of Opensight with 0.5 lb ae/acre (1 pint/acre of 4 lb ae/gallon 2,4-D) of 2,4-D.

Whitetop: Apply 3.3 ounce/acre early in the spring to actively growing rosettes or to regrowth before the bud stage. Treatment after bloom is generally less effective and the addition of 2,4-D at 1 lb ae/acre (2 pint/acre of 4 lb ae/gallon 2,4-D) is recommended. Treatments can also be made to fall regrowth before the first killing frost.
Wormwood, absinth: Apply 3.0 to 3.3 ounce/acre before wormwood is 12 inches tall. When applying by air on CRP, coverage is important and a minimum of 3 GPA is specified. Remove old duff and litter by fire or mowing for best results. Fall applications are also effective if green regrowth is present.

Woody Plant Control:
 Apply Opensight at 3.3 ounce/acre at the timing described below in Table 2.

Table 2: Woody Plant Control with Opensight

| Common Name | Scientific Name | Plant Family | Application Details |
|--------------------|------------------------------------|----------------|--|
| blackberry* | <i>Rubus spp</i> | Rosaceae | Apply when leaves are fully expanded and the plant has stopped rapid spring and early summer growth. Application after bloom and before frost is optimal. It is recommended that after mowing, shredding, or burning, applications should wait until the next season and enough re-growth has occurred for good uptake and translocation. |
| buckbrush | <i>Symphoricarpos orbiculus</i> | Caprifoliaceae | Apply 2.0 to 3.0 oz/acre in spring or early summer when new growth is 6-12 inches tall. Add 0.5 to 1 lb ae/acre of 2,4-D (1 to 2 pints/acre of 4 lb ae/gallon 2,4-D) to the lower rate. |
| dewberry* | <i>Rubus flagellaris</i> | Rosaceae | Apply when leaves are fully expanded and the foliage is dark green, either before first flower or after fruit drop. Application after fruit drop is preferred until frost. It is recommended that after mowing, shredding, or burning, applications should wait until the next season and enough re-growth has occurred for good uptake and translocation. |
| honey locust | <i>Gleditsia triacanthos</i> | Fabaceae | Apply in spring when leaves are fully expanded and foliage is mature. |
| honeysuckle | <i>Lonicera japonica</i> | Caprifoliaceae | Apply in spring when leaves are fully expanded and foliage is mature. |
| kudzu | <i>Pueraria montana</i> | Fabaceae | Apply at or after bloom (July) in the summer until fall when the foliage begins to senesce. Kudzu should be actively growing; avoid treating when drought stressed. |
| locust, black | <i>Robinia pseudoacacia</i> | Fabaceae | Apply in spring when leaves are fully expanded and foliage is mature. |
| mimosa | <i>Albizia julibrissin</i> | Fabaceae | Apply after full leaf emergence in the spring until fall foliage color change. |
| redbud | <i>Cercis canadensis</i> | Fabaceae | Apply after full leaf emergence in the spring until fall foliage color change. |
| rose, Cherokee | <i>Rosa laevigata</i> | Rosaceae | Apply from full leaf through flowering. For best results, delay treatment for 9-12 months after mowing. |
| rose, multiflora | <i>Rosa multiflora</i> | Rosaceae | Apply from full leaf through flowering. For best results, delay treatment for 9-12 months after mowing. |
| rose, prairie wild | <i>Rosa arkansana</i> | Rosaceae | Apply from full leaf through flowering. For best results, delay treatment for 9-12 months after mowing. |
| snowberry, Western | <i>Symphoricarpos occidentalis</i> | Caprifoliaceae | Apply 3 oz/acre of Opensight alone or 2.0 to 3.0 oz/acre with 1 lb ae/acre of 2,4-D ester (2 pints/acre of 4 lb ae/gallon 2,4-D) in the spring when leaves are fully expanded and foliage is mature. Apply 3 oz/acre with 1 lb ae/acre of 2,4-D ester (2 pints/acre of 4 lb ae/gallon 2,4-D) from full leaf expansion up to the flowering stage. |
| wisteria | <i>Wisteria brachybotrys</i> | Fabaceae | Apply after full leaf emergence in the spring until fall foliage color change. |
| yucca ‡ | <i>Yucca glauca</i> | Agavaceae | Add 1 lb ai/acre of 2,4-D ester (2 pints/acre of 4 lb ae/gallon 2,4-D) to Opensight at 3.3 ounce/acre. Another option for additional woody plant control is Opensight plus 1 pint/acre Remedy® Ultra. Make applications from flower stalk elongation through seed pod development. Crop oil concentrate (COC), Methylated Seed Oil (MSO) or Methylated Seed Oil/ Organosilicone (MSO/OS) are the preferred adjuvants. Aerial application is recommended with a minimum of 4 gallons per acre volume for dense yucca populations. |

‡ This symbol denotes weed suppression which is a reduction in weed competition compared to untreated areas. A second treatment may be necessary.

* This recommendation is for blackberry and dewberry control in bermudagrass or other non-sensitive grasses only. For control in tall fescue pastures, only apply Opensight as a spot treatment. For broadcast blackberry control in tall fescue pastures, use 1 pint/acre of Remedy Ultra + 2 pts/acre of ForeFront™ R&P.

Opensight alone provides brush control for a number of woody/perennial species. In most situations, Opensight is added to brush control tank mixtures to improve control of the species listed below.

Control of Woody Species with Opensight Alone

| Common Name | Scientific Name | Life Cycle | Plant Family |
|------------------------|--------------------------------|------------|----------------|
| ash | <i>Fraxinus spp.</i> | perennial | Oleaceae |
| aspen | <i>Populus tremuloides</i> | perennial | Salicaceae |
| camelthorn | <i>Alhagi pseudalhagi</i> | perennial | Fabaceae |
| cherry | <i>Prunus spp.</i> | perennial | Rosaceae |
| cottonwood | <i>Populus spp.</i> | perennial | Salicaceae |
| Eastern red cedar | <i>Juniperus virginiana</i> | perennial | Cupressaceae |
| elder | <i>Sambucus spp.</i> | perennial | Caprifoliaceae |
| elm | <i>Ulmus spp.</i> | perennial | Ulmaceae |
| firs | <i>Abies spp.</i> | perennial | Pinaceae |
| hawthorn | <i>Crataegus spp.</i> | perennial | Rosaceae |
| mulberry | <i>Morus spp.</i> | perennial | Moraceae |
| muscadine (wild grape) | <i>Muscadinia rotundifolia</i> | perennial | Vitaceae |
| oaks | <i>Quercus spp.</i> | perennial | Fagaceae |
| ocean spray | <i>Holodiscus discolor</i> | perennial | Rosaceae |
| Osage orange | <i>Maclura pomifera</i> | perennial | Moraceae |
| maple, red | <i>Acer rubrum</i> | perennial | Aceraceae |
| salmonberry | <i>Rubus spectabilis</i> | perennial | Rosaceae |
| spruce, black | <i>Picea mariana</i> | perennial | Pinaceae |
| spruce, white | <i>Picea glauca</i> | perennial | Pinaceae |
| thimbleberry | <i>Rubus parviflorus</i> | perennial | Rosaceae |
| tree of heaven | <i>Ailanthus altissima</i> | perennial | Simaroubaceae |
| willow | <i>Salix spp.</i> | perennial | Salicaceae |
| poplar, yellow | <i>Liriodendron tulipifera</i> | perennial | Magnoliaceae |

Selective Weed Control with tank mixes

Opensight is tank mix compatible with other selective herbicides such as Garlon 3A. Spot treatments using a tank mixture of Garlon 3A at 3% to 5 % v/v + Opensight at 20 oz product per 100 gallons of water (0.2 oz product/gallon water) + non-ionic surfactant, will control the following species, in addition to species listed above, without harming the grasses.

Control of Woody Species with Opensight in Tank Mixes

| Common Name | Scientific Name | Life Cycle | Plant Family |
|-----------------------|---------------------------------|------------|---------------|
| alder | <i>Alnus rubra</i> | perennial | Betulaceae |
| arrowweed | <i>Pluchea sericea</i> | perennial | Asteraceae |
| Australian pine | <i>Pinus nigra</i> | perennial | Pinaceae |
| bear clover (bearmat) | <i>Chamaebatia foliolosa</i> | perennial | Rosaceae |
| beech | <i>Fagus spp.</i> | perennial | Fagaceae |
| birch | <i>Betula spp.</i> | perennial | Betulaceae |
| blackgum | <i>Nyssa sylvatica</i> | perennial | Cornaceae |
| Brazilian pepper-tree | <i>Schinus terebinthifolius</i> | perennial | Anacardiaceae |
| casacara | <i>Rhamnus purshiana</i> | perennial | Rhamnaceae |
| ceanothus | <i>Ceanothus spp.</i> | perennial | Rhamnaceae |
| chinquapin | <i>Chrysolepis chrysophylla</i> | perennial | Fagaceae |
| choke cherry | <i>Prunus virginiana</i> | perennial | Rosaceae |
| dogwood | <i>Cornus spp.</i> | perennial | Cornaceae |
| Douglas-fir | <i>Pseudotsuga menziesii</i> | perennial | Pinaceae |
| elderberry | <i>Sambucus spp.</i> | perennial | Adoxaceae |
| gallberry | <i>Ilex coriacea</i> | perennial | Aquifoliaceae |
| hazel | <i>Corylus spp.</i> | perennial | Betulaceae |
| hornbeam | <i>Corylus spp.</i> | perennial | Betulaceae |
| madrone | <i>Arbutus menziesii</i> | perennial | Ericaceae |
| maple | <i>Acer spp.</i> | perennial | Aceraceae |
| mulberry | <i>Morus spp.</i> | perennial | Moraceae |
| persimmon | <i>Diospyros spp.</i> | perennial | Ebenaceae |
| pine | <i>Pinus spp.</i> | perennial | Pinaceae |
| poison ivy | <i>Toxicodendron radicans</i> | perennial | Anacardiaceae |
| poison oak | <i>Toxicodendron pubescens</i> | perennial | Anacardiaceae |
| poplar | <i>Populus spp.</i> | perennial | Salicaceae |
| coyote bush | <i>Baccharis pilularis</i> | perennial | Asteraceae |
| sassafras | <i>Sassafras spp.</i> | perennial | Lauraceae |
| Scotch broom | <i>Cytisus scoparius</i> | perennial | Fabaceae |
| sumac | <i>Rhus coriaria</i> | perennial | Anacardiaceae |
| sweetbay magnolia | <i>Magnolia virginiana</i> | perennial | Magnoliaceae |
| sweetgum | <i>Liquidambar spp.</i> | perennial | Altingiaceae |
| sycamore | <i>Platanus spp.</i> | perennial | Platanaceae |
| tan oak | <i>Lithocarpus densiflorus</i> | perennial | Fagaceae |
| wax myrtle | <i>Myrica spp.</i> | perennial | Myricaceae |
| Western hemlock | <i>Tsuga heterophylla</i> | perennial | Pinaceae |
| winged elm | <i>Ulmus alata</i> | perennial | Ulmaceae |

Apply either with a low volume backpack or handgun (hose reel 7 hydraulic spraygun). In all cases, use the amount specified to provide uniform and complete coverage of the plants to be controlled. Total spray volume should not exceed 16 gallons of spray mix per acre.

Non-selective weed control with tank mixes

Opensight is tank mix compatible with non-selective herbicides such as Accord XRT II or Rodeo at 3 to 4 quarts per acre + a non-ionic surfactant at 0.25% v/v for control of grasses and many broadleaf woody species such as red oak, white oak, cherry, sweetgum, loblolly pine, red maple, and yellow poplar.

Terms and Conditions of Use

If terms of the following Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. To the extent permitted by law, otherwise, use by the buyer or any other user constitutes acceptance of the terms under Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies.

Warranty Disclaimer

Dow AgroSciences warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. To the extent permitted by law, Dow AgroSciences MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Crop injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Dow AgroSciences or the seller. To the extent permitted by law, all such risks shall be assumed by buyer.

Limitation of Remedies

To the extent permitted by law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at Dow AgroSciences' election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

To the extent permitted by law, Dow AgroSciences shall not be liable for losses or damages resulting from handling or use of this product unless Dow AgroSciences is promptly notified of such loss or damage in writing. To the extent permitted by law, in no case shall Dow AgroSciences be liable for consequential or incidental damages or losses.

The terms of the Warranty Disclaimer, Inherent Risks of Use and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Dow AgroSciences or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.

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Produced for
Dow AgroSciences LLC
9330 Zionville Road
Indianapolis, IN 46268

Label Code: CD02-372-020
Replaced Label: D02-372-005
EPA accepted 09/30/19

Revisions:

- Added Non-Target Organism Advisory
- Added Windblown Soil Particles Advisory
- Updated Weed Resistance Management
- Updated Spray Drift Management and Advisories
- Divided Use Precautions and Restrictions into two sections

SAFETY DATA SHEET

DOW AGROSCIENCES LLC

Product name: OPENSIGHT™ Herbicide

Issue Date: 05/04/2015

Print Date: 05/07/2015

DOW AGROSCIENCES LLC encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

1. IDENTIFICATION

Product name: OPENSIGHT™ Herbicide

Recommended use of the chemical and restrictions on use

Identified uses: End use herbicide product

COMPANY IDENTIFICATION

DOW AGROSCIENCES LLC
9330 ZIONSVILLE RD
INDIANAPOLIS IN 46268-1053
UNITED STATES

Customer Information Number:

800-992-5994
info@dow.com

EMERGENCY TELEPHONE NUMBER

24-Hour Emergency Contact: 800-992-5994

Local Emergency Contact: 352-323-3500

2. HAZARDS IDENTIFICATION

Hazard classification

This material is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

Eye irritation - Category 2B

Carcinogenicity - Category 2

Label elements

Hazard pictograms



Signal word: **WARNING!**

Hazards

Causes eye irritation.
Suspected of causing cancer.

Precautionary statements**Prevention**

Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
Wash skin thoroughly after handling.
Use personal protective equipment as required.

Response

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
IF exposed or concerned: Get medical advice/ attention.
If eye irritation persists: Get medical advice/ attention.

Storage

Store locked up.

Disposal

Dispose of contents/ container to an approved waste disposal plant.

Other hazards

no data available

3. COMPOSITION/INFORMATION ON INGREDIENTS

This product is a mixture.

| Component | CASRN | Concentration |
|------------------------|---------------|-----------------------|
| Aminopyralid Potassium | 566191-87-5 | 62.13% |
| Metsulfuron-methyl | 74223-64-6 | 9.45% |
| Titanium dioxide | 13463-67-7 | 0.1% |
| Kaolin | 1332-58-7 | >= 0.2 - <= 5.2 % |
| Balance | Not available | >= 23.12 - <= 28.12 % |

4. FIRST AID MEASURES

Description of first aid measures

General advice: If potential for exposure exists refer to Section 8 for specific personal protective equipment.

Inhalation: Move person to fresh air. If person is not breathing, call an emergency responder or ambulance, then give artificial respiration; if by mouth to mouth use rescuer protection (pocket mask etc). Call a poison control center or doctor for treatment advice.

Skin contact: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. Suitable emergency safety shower facility should be available in work area.

Eye contact: Hold eyes open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes. Call a poison control center or doctor for treatment advice. Suitable emergency eye wash facility should be available in work area.

Ingestion: No emergency medical treatment necessary.

Most important symptoms and effects, both acute and delayed: Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

Indication of any immediate medical attention and special treatment needed

Notes to physician: May cause injury due to mechanical action. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient. Have the Safety Data Sheet, and if available, the product container or label with you when calling a poison control center or doctor, or going for treatment.

5. FIREFIGHTING MEASURES

Suitable extinguishing media: Water. Dry chemical fire extinguishers. Carbon dioxide fire extinguishers.

Unsuitable extinguishing media: no data available

Special hazards arising from the substance or mixture

Hazardous combustion products: During a fire, smoke may contain the original material in addition to combustion products of varying composition which may be toxic and/or irritating. Combustion products may include and are not limited to: Nitrogen oxides. Hydrogen chloride. Carbon monoxide. Carbon dioxide.

Unusual Fire and Explosion Hazards: Container may rupture from gas generation in a fire situation. Pneumatic conveying and other mechanical handling operations can generate combustible dust. To reduce the potential for dust explosions, do not permit dust to accumulate. Dense smoke is produced when product burns.

Advice for firefighters

Fire Fighting Procedures: Keep people away. Isolate fire and deny unnecessary entry. Soak thoroughly with water to cool and prevent re-ignition. Use water spray to cool fire exposed containers and fire affected zone until fire is out and danger of reignition has passed. Fight fire from protected location or safe distance. Consider the use of unmanned hose holders or monitor nozzles. Immediately withdraw all personnel from the area in case of rising sound from venting safety device or discoloration of the container. Hand held dry chemical or carbon dioxide extinguishers may be used for small fires. Move container from fire area if this is possible without hazard. Contain fire water run-

off if possible. Fire water run-off, if not contained, may cause environmental damage. Review the "Accidental Release Measures" and the "Ecological Information" sections of this (M)SDS.

Special protective equipment for firefighters: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). If protective equipment is not available or not used, fight fire from a protected location or safe distance.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures: Isolate area. Keep unnecessary and unprotected personnel from entering the area. Refer to section 7, Handling, for additional precautionary measures. Spilled material may cause a slipping hazard. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Environmental precautions: Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

Methods and materials for containment and cleaning up: Contain spilled material if possible. Small spills: Sweep up. Collect in suitable and properly labeled containers. Large spills: Contact Dow AgroSciences for clean-up assistance. See Section 13, Disposal Considerations, for additional information.

7. HANDLING AND STORAGE

Precautions for safe handling: Keep out of reach of children. Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. Do not swallow. Avoid breathing dust or mist. Use with adequate ventilation. Good housekeeping and controlling of dusts are necessary for safe handling of product. Keep away from heat, sparks and flame.

Conditions for safe storage: Store in a dry place. Store in original container. Do not store near food, foodstuffs, drugs or potable water supplies.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure limits are listed below, if they exist.

| Component | Regulation | Type of listing | Value/Notation |
|------------------|------------|-------------------------|---|
| Titanium dioxide | OSHA Z-1 | TWA total dust | 15 mg/m ³ |
| | ACGIH | TWA | 10 mg/m ³ , Titanium dioxide |
| Kaolin | ACGIH | TWA Respirable fraction | 2 mg/m ³ |
| | OSHA Z-1 | TWA total dust | 15 mg/m ³ |
| | OSHA Z-1 | TWA respirable fraction | 5 mg/m ³ |

RECOMMENDATIONS IN THIS SECTION ARE FOR MANUFACTURING, COMMERCIAL BLENDING AND PACKAGING WORKERS. APPLICATORS AND HANDLERS SHOULD SEE THE PRODUCT LABEL FOR PROPER PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING.

Exposure controls

Engineering controls: Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

Individual protection measures

Eye/face protection: Use chemical goggles.

Skin protection

Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Polyvinyl chloride ("PVC" or "vinyl"), Neoprene, Nitrile/butadiene rubber ("nitrile" or "NBR"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Other protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Respiratory protection: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions, no respiratory protection should be needed; however, in dusty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance

| | |
|--------------------------------------|--------------------------------------|
| Physical state | Granules. |
| Color | Brown |
| Odor | Mild |
| Odor Threshold | no data available |
| pH | 10.3 1% pH Electrode (1% dispersion) |
| Melting point/range | No test data available |
| Freezing point | Not applicable |
| Boiling point (760 mmHg) | Not applicable |
| Flash point | closed cup Not applicable |
| Evaporation Rate (Butyl Acetate = 1) | Not applicable |
| Flammability (solid, gas) | no data available |
| Lower explosion limit | Not applicable |

| | |
|--|--|
| Upper explosion limit | Not applicable |
| Vapor Pressure | Not applicable |
| Relative Vapor Density (air = 1) | Not applicable |
| Relative Density (water = 1) | Not applicable |
| Water solubility | No test data available |
| Partition coefficient: n-octanol/water | no data available |
| Auto-ignition temperature | Not applicable |
| Decomposition temperature | No test data available |
| Dynamic Viscosity | Not applicable |
| Kinematic Viscosity | Not applicable |
| Explosive properties | no data available |
| Oxidizing properties | no data available |
| Liquid Density | Not applicable |
| Bulk density | 0.0007 kg/m ³ <i>Literature</i> |
| Molecular weight | no data available |

NOTE: The physical data presented above are typical values and should not be construed as a specification.

10. STABILITY AND REACTIVITY

Reactivity: no data available

Chemical stability: Thermally stable at typical use temperatures.

Possibility of hazardous reactions: Polymerization will not occur.

Conditions to avoid: Active ingredient decomposes at elevated temperatures. Generation of gas during decomposition can cause pressure in closed systems.

Incompatible materials: Avoid contact with: Strong acids. Strong bases. Strong oxidizers.

Hazardous decomposition products: Decomposition products depend upon temperature, air supply and the presence of other materials. Toxic gases are released during decomposition.

11. TOXICOLOGICAL INFORMATION

Toxicological information on this product or its components appear in this section when such data is available.

Acute toxicity

Acute oral toxicity

Very low toxicity if swallowed. Harmful effects not anticipated from swallowing small amounts.

As product:

LD50, Rat, female, > 5,000 mg/kg

Acute dermal toxicity

Prolonged skin contact is unlikely to result in absorption of harmful amounts.

As product:

LD50, Rat, male and female, > 5,000 mg/kg

Acute inhalation toxicity

Inhalation is unlikely due to physical state. No adverse effects are anticipated from single exposure to dust.

LC50, Rat, male and female, 4 Hour, dust/mist, > 5.09 mg/l

Skin corrosion/irritation

Brief contact may cause moderate skin irritation with local redness.

Serious eye damage/eye irritation

May cause moderate eye irritation.

May cause slight corneal injury.

Solid or dust may cause irritation or corneal injury due to mechanical action.

Sensitization

Did not cause allergic skin reactions when tested in guinea pigs.

For respiratory sensitization:

No relevant information found.

Specific Target Organ Systemic Toxicity (Single Exposure)

Evaluation of available data suggests that this material is not an STOT-SE toxicant.

Specific Target Organ Systemic Toxicity (Repeated Exposure)

For similar active ingredient(s).

Aminopyralid.

In animals, effects have been reported on the following organs:

Gastrointestinal tract.

Carcinogenicity

Lung fibrosis and tumors have been observed in rats exposed to titanium dioxide in two lifetime inhalation studies. Effects are believed to be due to overloading of the normal respiratory clearance mechanisms caused by the extreme study conditions. Workers exposed to titanium dioxide in the workplace have not shown an unusual incidence of chronic respiratory disease or lung cancer. Titanium dioxide was not carcinogenic in laboratory animals in lifetime feeding studies. For the active ingredient(s): Aminopyralid. Metsulfuron-methyl. Did not cause cancer in laboratory animals.

Teratogenicity

For the active ingredient(s): Aminopyralid. Metsulfuron-methyl. Did not cause birth defects or other effects in the fetus even at doses which caused toxic effects in the mother.

Reproductive toxicity

For the active ingredient(s): Aminopyralid. Metsulfuron-methyl. In animal studies, did not interfere with reproduction.

Mutagenicity

In vitro genetic toxicity studies were negative. Animal genetic toxicity studies were negative.

For the active ingredient(s): Metsulfuron-methyl. In vitro genetic toxicity studies were predominantly negative.

Aspiration Hazard

Based on physical properties, not likely to be an aspiration hazard.

Carcinogenicity

Component

List

Classification

Titanium dioxide

IARC

Group 2B: Possibly carcinogenic to humans

12. ECOLOGICAL INFORMATION

Ecotoxicological information on this product or its components appear in this section when such data is available.

Toxicity

Acute toxicity to fish

Material is slightly toxic to aquatic organisms on an acute basis (LC50/EC50 between 10 and 100 mg/L in the most sensitive species tested).

LC50, *Oncorhynchus mykiss* (rainbow trout), semi-static test, 96 Hour, > 120 mg/l, OECD Test Guideline 203 or Equivalent

Acute toxicity to aquatic invertebrates

EC50, *Daphnia magna* (Water flea), semi-static test, 48 Hour, > 120 mg/l, OECD Test Guideline 202 or Equivalent

Acute toxicity to algae/aquatic plants

ErC50, *Pseudokirchneriella subcapitata* (green algae), static test, 72 Hour, Growth rate inhibition, 17.58 mg/l, OECD Test Guideline 201 or Equivalent

Toxicity to Above Ground Organisms

Material is practically non-toxic to birds on an acute basis (LD50 > 2000 mg/kg).

oral LD50, *Colinus virginianus* (Bobwhite quail), > 2,250 mg/kg

Toxicity to soil-dwelling organisms

LC50, *Eisenia fetida* (earthworms), 14 d, survival, 2,000 mg/kg

Persistence and degradability

Aminopyralid Potassium

Biodegradability: For similar active ingredient(s). Aminopyralid. Based on stringent OECD test guidelines, this material cannot be considered as readily biodegradable; however, these results do not necessarily mean that the material is not biodegradable under environmental conditions.

10-day Window: Fail

Biodegradation: 0 %
Exposure time: 28 d
Method: OECD Test Guideline 301F or Equivalent

Metsulfuron-methyl

Biodegradability: No appreciable biodegradation is expected.

Titanium dioxide

Biodegradability: Biodegradation is not applicable.

Kaolin

Biodegradability: Biodegradation is not applicable.

Balance

Biodegradability: No relevant data found.

Bioaccumulative potential

Bioaccumulation: No data available.

Mobility in soil

Aminopyralid Potassium

For similar active ingredient(s).
Aminopyralid.
Potential for mobility in soil is very high (Koc between 0 and 50).

Metsulfuron-methyl

No data available.

Titanium dioxide

No data available.

Kaolin

No relevant data found.

Balance

No relevant data found.

13. DISPOSAL CONSIDERATIONS

Disposal methods: If wastes and/or containers cannot be disposed of according to the product label directions, disposal of this material must be in accordance with your local or area regulatory authorities. This information presented below only applies to the material as supplied. The identification based on characteristic(s) or listing may not apply if the material has been used or otherwise contaminated. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste identification and disposal methods in compliance with applicable regulations. If the material as supplied becomes a waste, follow all applicable regional, national and local laws.

14. TRANSPORT INFORMATION

DOT

Not regulated for transport

Classification for SEA transport (IMO-IMDG):

| | |
|---|---|
| Transport in bulk according to Annex I or II of MARPOL 73/78 and the IBC or IGC Code | Not regulated for transport Consult IMO regulations before transporting ocean bulk |
|---|---|

Classification for AIR transport (IATA/ICAO):

Not regulated for transport

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

OSHA Hazard Communication Standard

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312

Acute Health Hazard
Chronic Health Hazard

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

California Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986)

This product contains no listed substances known to the State of California to cause cancer, birth defects or other reproductive harm, at levels which would require a warning under the statute.

Pennsylvania (Worker and Community Right-To-Know Act): Pennsylvania Hazardous Substances List and/or Pennsylvania Environmental Hazardous Substance List:

The following product components are cited in the Pennsylvania Hazardous Substance List and/or the Pennsylvania Environmental Substance List, and are present at levels which require reporting.

| Components | CASRN |
|------------------|------------|
| Titanium dioxide | 13463-67-7 |
| Kaolin | 1332-58-7 |

Pennsylvania (Worker and Community Right-To-KnowAct): Pennsylvania Special Hazardous Substances List:

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

United States TSCA Inventory (TSCA)

This product contains chemical substance(s) exempt from U.S. EPA TSCA Inventory requirements. It is regulated as a pesticide subject to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) requirements.

Federal Insecticide, Fungicide and Rodenticide Act

EPA Registration Number: 62719-597

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

WARNING

Causes substantial but temporary eye injury
Harmful if swallowed

16. OTHER INFORMATION

Hazard Rating System

NFPA

| Health | Fire | Reactivity |
|--------|------|------------|
| 1 | 1 | 0 |

Revision

Identification Number: 101188048 / A211 / Issue Date: 05/04/2015 / Version: 4.0

DAS Code: GF-2050

Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

Legend

| | |
|----------|--|
| ACGIH | USA. ACGIH Threshold Limit Values (TLV) |
| OSHA Z-1 | USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants |
| TWA | 8-hour, time-weighted average |

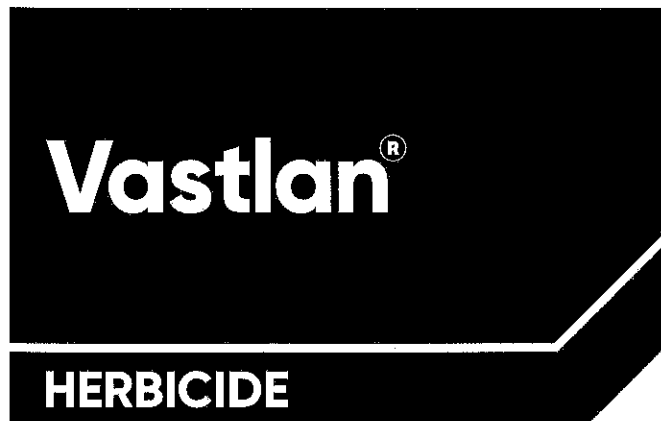
Information Source and References

This SDS is prepared by Product Regulatory Services and Hazard Communications Groups from information supplied by internal references within our company.

DOW AGROSCIENCES LLC urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.

Specimen Label

TRICLOPYR CHOLINE GROUP 4 HERBICIDE



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For the control of woody plant species and annual and perennial broadleaf weeds on

- range and permanent grass pastures, grasses grown for hay, Conservation Reserve Program (CRP) sites;
- forest sites, conifer and tree plantations, and Christmas tree plantations;
- non-crop areas for example, airports, barrow ditches, communication transmission lines or structures, manufacturing and storage sites, electrical power and utility rights-of-way, fencerows, gravel pits, industrial sites, military lands, mining and drilling areas, non-irrigation ditch banks, oil and gas pads, parking lots, petroleum tank farms, pipelines, railroads, roadsides, storage areas, storm water retention areas, substations, unimproved rough turf grasses, vacant lots and other non-crop residential areas, and around farm buildings;
- natural areas (open space) for example, campgrounds, parks, prairie management, trails and trailheads, recreation areas, wildlife openings and wildlife habitat and management areas;
- including grazed areas on these sites; and
- aquatic sites

For use in New York State, comply with Section 24(c) Special Local Need labeling for Vastlan, SLN NY-160004.

Active Ingredient:

| | |
|---|--------|
| Triclopyr choline: 2-[(3,5,6-trichloro-2-pyridinyl)oxy]acetic acid, choline salt..... | 54.72% |
| Other Ingredients..... | 45.28% |
| Total..... | 100.0% |

Acid equivalent: triclopyr - 39.02% - 4 lb/gal

Precautionary Statements

Hazard to Humans and Domestic Animals

EPA Reg. No. 62719-687

Keep Out of Reach of Children

WARNING

May be fatal if swallowed • Causes substantial but temporary eye injury • Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

Do not get in eyes, on skin, or on clothing. Wash thoroughly after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Protective eyewear
- Long-sleeved shirt and long pants
- Shoes plus socks
- Waterproof gloves

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Controls

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR 170.240(d)(4-6)), the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

First Aid

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

If swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-992-5994 for emergency medical treatment information.

Environmental Hazards

Do not contaminate water when cleaning equipment or disposing of equipment washwaters. Under certain conditions, treatment of aquatic weeds can result in oxygen depletion or loss due to decomposition of dead plants, which may contribute to fish suffocation. This loss can cause fish suffocation. Therefore, to minimize this hazard, do not treat more than one-third to one-half of the water area in a single operation and wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Consult with the State agency for fish and game before applying to public water to determine if a permit is needed.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 24 hours.

Agricultural Use Requirements (Cont.)

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Protective eyewear
- Coveralls
- Shoes plus socks
- Waterproof gloves

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for Agricultural Pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Entry Restrictions for Non-WPS Uses: For applications to non-cropland areas, do not allow entry into areas until sprays have dried, unless applicator and other handler PPE is worn.

Storage and Disposal

Do not contaminate water, food, or feed by storage and disposal. Open dumping is prohibited.

Pesticide Storage: Agitate before use.

Pesticide Disposal: Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

Nonrefillable containers 5 gallons or less:

Container Handling: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse** as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. **Pressure rinse** as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable containers 5 gallons or larger:

Container Handling: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full with water. Agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

Nonrefillable containers 5 gallons or larger:

Container Handling: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse** as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse** as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Product Information for All Use Sites

Use Vastlan® for the control of woody plants and broadleaf weeds in range and pasture, grasses grown for hay, Conservation Reserve Program (CRP) sites; forest sites, conifer and tree plantations, and Christmas tree plantations; non-crop areas for example, airports, barrow ditches, communication transmission lines or structures, manufacturing and storage sites, electrical power and utility rights-of-way, fencerows, gravel pits, industrial sites, military lands, mining and drilling areas, non-irrigation ditch banks, oil and gas pads, parking lots, petroleum tank farms, pipelines, railroads, roadsides, storage areas, storm water retention areas, substations, unimproved rough turf grasses, vacant lots and other non-crop residential areas, and around farm buildings; natural areas (open space) for example, campgrounds, parks, prairie management, trails and trailheads, recreation areas, wildlife openings and wildlife habitat and management areas and aquatic sites.

Obtain Required Permits: Consult with appropriate state or local water authorities before applying this product to public waters. State or local public agencies may require permits.

Use Precautions

When making applications to control unwanted plants on banks or shorelines of moving water sites, minimize overspray to open water.

It is permissible to treat non-irrigation ditch banks, seasonally dry wetlands (such as flood plains, deltas, marshes, swamps, or bogs), and transitional areas between upland and lowland sites.

It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Use Restrictions

For use in New York State, comply with Section 24(c) Special Local Need Labeling for Vastlan, SLN NY-160004.

Chemigation: Do not apply this product through any type of irrigation system.

Do not apply Vastlan directly to, or otherwise permit it to come into direct contact with, grapes, tobacco, vegetable crops, flowers, or other desirable broadleaf plants. Do not permit spray mists containing Vastlan to drift onto such plants.

Do not apply to salt water bays or estuaries.

Do not apply directly to un-impounded rivers or streams.

Do not apply where runoff water may flow onto agricultural land as injury to crops may result.

Do not apply with a mistblower.

Irrigation waters:

Do not apply on ditches or canals currently being used to transport irrigation water or that will be used for irrigation within 4 months following treatment. It is permissible to treat non-irrigation ditch banks and the outer banks of irrigation ditches.

Water treated with Vastlan may not be used for irrigation purposes for 120 days after application or until residue levels of Vastlan are determined by laboratory analysis, or other appropriate means of analysis, to be 1 ppb or less.

Seasonal Irrigation Waters: Vastlan may be applied during the off-season to surface waters that are used for irrigation on a seasonal basis provided that there is a minimum of 120 days between applying Vastlan and the first use of treated water for irrigation purposes, or until residue levels of Vastlan are determined by laboratory analysis, or other appropriate means of analysis, to be 1 ppb or less.

Irrigation Canals/Ditches: Do not apply Vastlan to irrigation canals/ditches unless the 120-day restriction on irrigation water usage can be observed or residue levels of Vastlan are determined by laboratory analysis, or other appropriate means of analysis, to be 1 ppb or less.

Restrictions for Potable Water Intakes for Emerged Aquatic Weed Control – Lakes, Reservoirs, Ponds:

See chart below for specific setback distances near functioning potable water intakes.

Note: Existing potable water intakes which are no longer in use, such as those replaced by potable water wells or connections to a municipal water system, are not considered to be functioning potable water intakes. These setback restrictions do not apply to terrestrial applications made adjacent to potable water intakes.

| Area Treated (acres) | Vastlan Application Rate | | | |
|-------------------------|--------------------------|-----------|-------------|-----------|
| | 1.5 qt/acre | 3 qt/acre | 4.5 qt/acre | 6 qt/acre |
| 4 | 0 | 200 | 400 | 500 |
| >4 - 8 | 0 | 200 | 700 | 900 |
| >8 - 16 | 0 | 200 | 700 | 1000 |
| >16 | 0 | 200 | 900 | 1300 |

To apply Vastlan around and within the distances noted above from a functioning potable water intake, the intake must be turned off until the triclopyr level in the intake water is determined to be 0.4 parts per million (ppm) or less by laboratory analysis or immunoassay.

| Area Treated (acres) | Concentration of Triclopyr Acid in Water (ppm ae) | | | | |
|---|--|---|---|---|--|
| | 0.75 ppm | 1 ppm | 1.5 ppm | 2 ppm | 2.5 ppm |
| | Required Setback Distance (ft) from Potable Water Intake | | | | |
| <4 | 300 | 400 | 600 | 800 | 1000 |
| >4 - 8 | 420 | 560 | 840 | 1120 | 1400 |
| >8 - 16 | 600 | 800 | 1200 | 1600 | 2000 |
| >16 - 32 | 780 | 1040 | 1560 | 2080 | 2600 |
| >32 acres, calculate a setback using the formula for the appropriate rate | Setback (ft) = $(800 * \ln(\text{acres}) - 160) / 3.33$ | Setback (ft) = $(800 * \ln(\text{acres}) - 160) / 2.50$ | Setback (ft) = $(800 * \ln(\text{acres}) - 160) / 1.67$ | Setback (ft) = $(800 * \ln(\text{acres}) - 160) / 1.25$ | Setback (ft) = $(800 * \ln(\text{acres}) - 160)$ |

Example Calculation 1: to apply 2.5 ppm Vastlan to 50 acres:

$$\begin{aligned} \text{Setback in feet} &= (800 \times \ln(50 \text{ acres}) - 160) \\ &= (800 \times 3.912) - 160 \\ &= 2970 \text{ feet} \end{aligned}$$

Example Calculation 2: to apply 0.75 ppm Vastlan to 50 acres:

$$\begin{aligned} \text{Setback in feet} &= (800 \times \ln(50 \text{ acres}) - 160) / 3.33 \\ &= (800 \times 3.912) - 160 / 3.33 \\ &= 892 \text{ feet} \end{aligned}$$

Note: Existing potable water intakes which are no longer in use, such as those replaced by potable water wells or connections to a municipal water system, are not considered to be functioning potable water intakes. These setback restrictions do not apply to terrestrial applications made adjacent to potable water intakes.

To apply Vastlan around and within the distances noted above from a functioning potable water intake, the intake must be turned off until the triclopyr level in the intake water is determined to be 0.4 parts per million (ppm) or less by laboratory analysis or immunoassay.

Maximum Use Rates

- Apply no more than 6 lb ae of triclopyr (6 quarts of Vastlan) per acre per year on aquatic sites.
- Apply no more than 2 lb ae of triclopyr (2 quarts of Vastlan) per acre per growing season on range and pasture sites, including rights-of-way, fence rows or any area where grazing or harvesting of hay is allowed.
- On forestry sites, Vastlan may be used at rates up to 6 lb ae of triclopyr (6 quarts of Vastlan) per acre per year.
- For all terrestrial use sites other than range, pasture, forestry sites, and grazed/hayed areas, the maximum application rate is 9 lb ae of triclopyr (9 quarts of Vastlan) per acre per year.
- See Maximum Labeled Rate versus Spray Volume per Acre table below for relationship between mixing rate, spray volume and maximum application rate.

Maximum Labeled Rate versus Spray Volume per Acre

| Total Spray Volume (gal/acre) | Maximum Rate of Vastlan | | |
|----------------------------------|--|---|---|
| | Range and Pasture Sites ¹ (gal/100 gal of spray) | Forestry Sites ² (gal/100 gal of spray) | Non-Cropland Sites ³ (gal/100 gal of spray) |
| 400 | Do not use | 0.375 | 0.57 |
| 300 | Do not use | 0.5 | 0.75 |
| 200 | Do not use | 0.75 | 1.125 |
| 100 | 0.5 | 1.5 | 2.25 |
| 50 | 1 | 3 | 4.5 |

Recreational Use of Water in Treatment Area: There are no restrictions on use of water in the treatment area for recreational purposes, including swimming and fishing.

Livestock Use of Water from Treatment Area: There are no restrictions on livestock consumption of water from the treatment area.

Restrictions for Potable Water Intakes for Submerged Weed Control - Lakes, Reservoirs, Ponds:

For applications of Vastlan to control submerged weeds in lakes, reservoirs, or ponds that contain a functioning potable water intake for human consumption, see the chart below to determine the minimum setback distances of the application from the functioning potable water intakes.

Maximum Labeled Rate versus Spray Volume per Acre (Cont.)

| Total Spray Volume (gal/acre) | Maximum Rate of Vastlan | | |
|----------------------------------|--|---|---|
| | Range and Pasture Sites ¹ (gal/100 gal of spray) | Forestry Sites ² (gal/100 gal of spray) | Non-Cropland Sites ³ (gal/100 gal of spray) |
| 40 | 1.25 | 3.75 | 5.63 |
| 30 | 1.67 | 5 | 7.5 |
| 20 | 2.5 | 7.5 | 11.25 |
| 10 | 5 | 15 | 22.5 |

¹Do not exceed the maximum use rate of 2 lb ae of triclopyr (2 quarts of Vastlan)/acre/year.

²Do not exceed the maximum use rate of 6 lb ae of triclopyr (6 quarts of Vastlan)/acre/year.

³Do not exceed the maximum use rate of 9 lb ae of triclopyr (9 quarts of Vastlan)/acre/year on non-cropland use sites other than rangeland, pasture, forestry, and grazed/hayed areas.

Use the higher dosage rates in the chart when woody plants approach an average of 15 feet in height or when the brush covers more than 60% of the area to be treated. If lower rates are used on hard to control species, resprouting may occur the year following treatment.

Haying Restrictions

Haying (harvesting of dried forage)

- Do not harvest hay for 14 days after application.

Slaughter Restriction: During the season of application, withdraw livestock from grazing treated grass at least 3 days before slaughter.

Avoiding Injurious Spray Drift

Make applications only when there is little or no hazard from spray drift. Small quantities of spray, which may not be visible, may seriously injure susceptible plants. Do not spray when wind is blowing toward susceptible crops or ornamental plants that are near enough to be injured. It is suggested that a continuous smoke column at or near the spray site or a smoke generator on the spray equipment be used to detect air movement, lapse conditions, or temperature inversions (stable air). If the smoke layers or indicates a potential of hazardous spray drift, do not spray.

Spray Drift Management

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment and weather related factors determine the potential for spray drift. The applicator and the grower are responsible for considering all these factors when making decisions.

Aerial Application:

The following drift management requirements must be followed to avoid off-target drift movement from aerial applications with aerial applications:

1. The distance of the outer most operating nozzles on the boom must not exceed 3/4 the length of the wingspan or rotor.
2. Nozzles must always point backward parallel with the air stream and never be pointed downwards more than 45 degrees.

Where states have more stringent regulations, they must be observed.

The applicator should be familiar with and take into account the information covered in the following Aerial Drift Reduction Advisory, below.

Aerial Drift Reduction Advisory

Information on Droplet Size: The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see Wind, Temperature and Humidity, and Temperature Inversions).

For aerial application on rights-of-way or other areas near susceptible crops, apply through a Microfoil† or Thru-Valve boom†, or use an agriculturally labeled drift control additive. Other drift reducing systems or thickened sprays prepared by using high viscosity inverting systems may be used if they are made as drift-free as mixtures containing agriculturally labeled thickening agents or applications made with the Microfoil or Thru-Valve boom. Do not use a thickening agent with the Microfoil or Thru-Valve booms, or other systems that cannot accommodate thick sprays. If a spray thickening agent is used, follow all use directions and precautions on the product label.

†Reference within this label to a particular piece of equipment produced by or available from other parties is provided without consideration for use by the reader at its discretion and subject to the reader's independent circumstances, evaluation, and expertise. Such reference by Dow AgroSciences is not intended as an endorsement of such equipment, shall not constitute a warranty (express or implied) of such equipment, and is not intended to imply that other equipment is not available and equally suitable. Any discussion of methods of use of such equipment does not imply that the reader should use the equipment other than as advised in directions available from the equipment's manufacturer. The reader is responsible for exercising its own judgment and expertise, or consulting with sources other than Dow AgroSciences, in selecting and determining how to use its equipment.

Controlling Droplet Size:

- **Volume** - Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with higher rated flows produce larger droplets.
- **Pressure** - Do not exceed the nozzle manufacturer's recommended pressures. For many nozzle types, lower pressure produces larger droplets. When higher flow rates are needed, use higher flow rate nozzles instead of increasing pressure.
- **Number of Nozzles** - Use the minimum number of nozzles that provide uniform coverage.
- **Nozzle Orientation** - Orienting nozzles so that the spray is released parallel to the airstream produces larger droplets than other orientations and is the recommended practice. Significant deflection from horizontal will reduce droplet size and increase drift potential.
- **Nozzle Type** - Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce the largest droplets and the lowest drift.

Boom Length: The distance of the outer most operating nozzles on the boom must not exceed 75% of wingspan or rotor diameter.

Application Height: Applications should not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces exposure of droplets to evaporation and wind.

Swath Adjustment: When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance should increase, with increasing drift potential (higher wind, smaller drops, etc.).

Wind: Drift potential is lowest between wind speeds of 2 to 10 mph. However, many factors, including droplet size and equipment type, determine drift potential at any given speed. Application should be avoided below 2 mph due to variable wind direction and high inversion potential.

Note: Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect spray drift.

Temperature and Humidity: When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

Temperature Inversions: Applications should not occur during a local, low level temperature inversion because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of the smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

Sensitive Areas: The pesticide should only be applied when the potential for drift to adjacent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is minimal (e.g., when wind is blowing away from the sensitive areas).

Ground Equipment: To aid in reducing spray drift, Vastlan should be used in thickened (high viscosity) spray mixtures using an agriculturally labeled drift control additive, high viscosity invert system, or equivalent as directed by the manufacturer. With ground equipment, spray drift can be reduced by keeping the spray boom as low as possible; by applying 20 gallons or more of spray per acre; by keeping the operating spray pressures at the lower end of the manufacturer's recommended pressures for the specific nozzle type used (low pressure nozzles are available from spray equipment manufacturers); and by spraying when wind velocity is low (follow state regulations). In hand-gun applications, select the minimum spray pressure that will provide adequate plant coverage (without forming a mist). Do not apply with nozzles that produce a fine-droplet spray.

High Volume Leaf-Stem Treatment: To minimize spray drift, do not use pressure exceeding 50 psi at the spray nozzle and keep sprays no higher than brush tops. An agriculturally labeled thickening agent may be used to reduce drift.

Use Information

Use Vastlan at rates of 0.75 to 9 quarts of Vastlan per acre to control broadleaf weeds and woody plants. In all cases, use the amount specified in enough water to give uniform and complete coverage of the plants to be controlled. Refer to Maximum Use Rates paragraph - follow defined rates restrictions based on use sites and whether or not grazing or haying is involved.

Surfactants

For best results, use a surfactant with foliar applications and apply when woody plants and weeds are actively growing. When hard to control species such as ash, blackgum, choke cherry, elm, maples, oaks, pines, or winged elm are prevalent and during applications made in late summer when the plants are mature or during drought conditions, use the higher rates of Vastlan alone or in combination with Milestone, Opensight, Tordon® or other herbicides to broaden the spectrum of activity.

Tank Mixing

Before using any recommended tank mixtures, read the directions and all use precautions and restrictions on all labels in the tank mix. Prior to large scale batch mixing, conduct a "jar test" for spray mixture compatibility by mixing each component in the required order and proportion in a clear glass jar. **Note:** If tank mixing with glyphosate herbicides, mix the Vastlan with at least 75% of the total spray volume desired and ensure that Vastlan is well mixed before adding the glyphosate herbicides to avoid incompatibility. When using Vastlan in combination with Freelexx, 2,4-D amine (like DMA 4 IVM) or low volatile ester herbicides, generally the higher rates should be used for satisfactory brush control.

A surfactant should be added to the spray tank last or as recommended on the product label. If combined with emulsifiable concentrate herbicides, moderate continuous adequate agitation is required. It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Broadcast Applications With Ground Equipment

Apply using equipment that will ensure uniform coverage of the spray volumes applied. To improve spray coverage, add a non-ionic surfactant. See Maximum Labeled Rate versus Spray Volume per Acre table below for relationship between mixing rate, spray volume and maximum application rate.

Aerial Application

Aerial sprays should be applied using suitable drift control. (See Use Precautions and Restrictions.) Add a non-ionic surfactant. See Maximum Labeled Rate versus Spray Volume per Acre table above for relationship between mixing rate, spray volume and maximum application rate.

Woody Plant Control With Ground Equipment for Noncropland sites

High Volume Foliage Treatment

For control of woody plants, use Vastlan at the rate of 3 to 9 quarts per 100 gallons of spray solution, or Vastlan at 0.75 to 3 quarts may be tank mixed with Freelexx, 2,4-D (like DMA 4 IVM, or low volatile esters), or products such as Milestone, Opensight, Tordon* and diluted to make 100 gallons of spray solution. Apply at a volume of 100 to 400 gallons of total spray per acre depending upon size and density of woody plants. Applications should be sufficient to provide thorough plant coverage. (See Use Precautions and Restrictions.) Do not exceed maximum allowable use rates per acre.

* Tordon is not registered for use in the states of California and Florida. This product is a restricted use pesticide. Check to ensure tank mix partners are state registered before use. See this product label for more information.

Low Volume Foliage Treatment

To control susceptible woody plants, apply up to 9 quarts of Vastlan in 10 to 100 gallons of finished spray. The maximum volume of the finish spray applied to an acre is limited by the maximum use rate per site type (See Maximum Use Rate section - Range and Pasture, Grazing, Haying sites 2 lb ae, Forestry and aquatic sites 6 lb ae, and all other sites 9 lb ae triclopyr). For best results, a surfactant should be added to all spray mixtures. The spray concentration of Vastlan and total spray volume per acre should be adjusted according to the size and density of target woody plants and kind of spray equipment used. With low volume sprays, use sufficient spray volume to obtain uniform coverage of target plants including the surfaces of all foliage, stems, and root collars (see Use Precautions and Restrictions). Match equipment and delivery rate of spray nozzles to height and density of woody plants. When treating tall, dense brush, a truck mounted spray gun with spray tips that deliver up to 2 gallons per minute at 40 to 60 psi may be required. Backpack or other types of specialized spray equipment with spray tips that deliver less than 1 gallon of spray per minute may be appropriate for short, low to moderate density brush.

Tank Mixing: As a low volume foliar spray, up to 9 quarts of Vastlan may be applied in tank mix combination with Tordon* or Graslan L* in 10 to 100 gallons of finished spray. The maximum volume of the finish spray applied to an acre is limited by the maximum use rate per site type (See Maximum Use Rate section - Range and Pasture, Grazing, Haying sites 2 lb ae, Forestry and aquatic sites 6 lb ae, and all other sites 9 lb ae triclopyr).

* Tordon and Graslan L are not registered for use in the states of California and Florida. These products are restricted use pesticides. See product labels for more information.

Foliage Treatment (Non-Grazed/Non-Hayed Areas)

Use 6 to 9 quarts of Vastlan alone or in a tank mix combination with other herbicides such as Freelexx, 2,4-D (like DMA 4 IVM, or low volatile esters) or Milestone, Opensight, Tordon*, or Graslan L* and apply in a total spray volume of 10 to 30 gallons per acre. Use the higher rates and volumes when plants are dense or under drought conditions.

Interspersed areas in non-grazed/hayed rights-of-ways that may be subject to grazing or haying may be spot treated with this rate if the treated area comprises no more than 10% of the total grazed/hayed area.

* Tordon and Graslan L are not registered for use in the states of California and Florida. These products are restricted use pesticides. See product labels for more information.

Foliage Treatment (Range and Pasture and Grazed/Hayed Areas)

Use 1 to 2 quarts of Vastlan per acre. Apply as a broadcast spray in a total volume of 10 gallons or more per acre. Apply anytime the weeds are actively growing. Tank mixtures can be made with other herbicides registered for use on grazed/hayed sites such as Milestone, Opensight, PastureGard HL, Surmount, Freelexx, or Tordon* or Graslan L.*

* Tordon and Graslan L are not registered for use in the states of California and Florida. These products are restricted use pesticides. Check to ensure tank mix partners are state registered before use. See product labels for more information.

Weed Resistance Management

Triclopyr, the active ingredient in this product, is a Group 4 herbicide based on the mode of action classification system of the Weed Science Society of America. Any weed population may contain or develop plants resistant to Group 4 herbicides. Resistant weeds may dominate the weed population if these herbicides are used repeatedly in the same field. Such

resistant weed plants may not be effectively managed using Group 4 herbicides but may be effectively managed utilizing other herbicides alone or in mixtures from different herbicide Groups that are labeled for control of these weeds and/or by using cultural or mechanical practices. Consult your local company representative, state cooperative extension service, professional consultants, or other qualified authorities to determine appropriate actions for treating specific resistant weeds.

Best Management Practices:

Proactively implementing diversified weed control strategies to minimize selection for weed populations resistant to one or more herbicides is recommended. A diversified weed management program may include the use of multiple herbicides with different modes of action and overlapping weed spectrum with or without tillage operations and/or other cultural practices. Research has demonstrated that using the labeled rate and directions for use is important to delay the selection for resistant weeds. Scouting after a herbicide application is important because it can facilitate the early identification of weed shifts and/or weed resistance and thus provide direction on future weed management practices. One of the best ways to contain resistant weed populations is to implement measures to avoid allowing weeds to reproduce by seed or to proliferate vegetatively. Cleaning equipment between sites and avoiding movement of plant material between sites will greatly aid in reducing the spread of resistant weed seed.

Woody Plants and Weeds Controlled

| | | |
|------------------------|------------------------------------|-------------------------|
| alder | dogwood | salt cedar ² |
| arrowwood | elderberry | salmonberry |
| ash | elm | sassafras |
| aspen | gallberry | scotch broom |
| Australian pine | gorse | sumac |
| bear clover (bearmat) | hazel | sweetbay magnolia |
| beech | hornbeam | sweetgum |
| birch | kudzu ¹ | sycamore |
| blackberry | locust | tanoak |
| blackgum | madrone | thimbleberry |
| Brazilian pepper | maples | tulip poplar |
| broom, Scotch, French, | melaleuca (seedlings) | waxmyrtle |
| Spanish, Portugese | mulberry | western hemlock |
| cascara | oaks | wild rose |
| ceanothus | persimmon | willow |
| cherry | pine | winged elm |
| chinquapin | poison ivy | |
| choke cherry | poison oak | |
| cottonwood | poplar | |
| crataegus (hawthorn) | Russian olive 1/ | |
| Douglas fir | salt-bush (<i>Baccharis</i> spp.) | |

¹For complete control, re-treatment may be necessary.

²Use cut surface treatments for best results.

Annual and Perennial Broadleaf Weeds

| | | |
|----------------|-----------------------|----------------------------|
| bindweed | lambquarter | Spanish needles/ common |
| burdock | lespedeza | beggarthicks |
| Canada thistle | Mexican petunia | tansy ragwort |
| chicory | plantain | thistle |
| clover | purple loosestrife 2/ | tropical soda apple |
| curly dock | oxalis | vetch |
| dandelion | ragweed | wedelia |
| field bindweed | smartweed | wild lettuce |
| ground ivy | | |

Aquatic Weeds

| | | |
|-----------------------|----------------------------|--------------------|
| alligatorweed | nuphar (spatterdock) | purple loosestrife |
| American lotus | parrotfeather [*] | Waterhyacinth |
| American frogbit | phragmites 3/ | Waterlily |
| aquatic sodaapple | pickerelweed | Waterprimrose |
| Eurasian watermilfoil | pennywort | Watershield |
| milfoil species | | |

*Re-treatment may be needed to achieve desired level of control.

1/ Russian olive

Apply Vastlan at 3 quarts per acre plus Milestone® and a non-ionic surfactant at 0.25 to 0.5% v/v or 1 quart/acre of crop oil concentrate or methylated seed oil. Treatments can be made to small (usually less than 6 feet in height) trees or to regrowth of trees after cutting, mowing, or shredding operations. For foliar applications, apply until foliage is wet, but not to runoff. When treating regrowth of mowed trees, allow time for the plants to re-grow and develop adequate leaf area for a foliar application. This may mean the application will need to be done the year after cutting or, at least, in September or October after mowing the previous winter or early spring.

These treatments may need to be re-applied in subsequent years to achieve the desired level of long term control if trees resprout after the initial treatment

2/ Purple Loosestrife

Purple loosestrife can be controlled with foliar applications of Vastlan. For broadcast applications, use a minimum of 4.5 to 6 quarts of Vastlan per acre. Apply Vastlan when purple loosestrife is at the bud to mid-flowering stage of growth. Follow-up applications for control of regrowth should be made the following year in order to achieve increased control of this weed species. For all applications, a non-ionic surfactant should be added to the spray mixture. Follow all directions and use precautions on the label of the surfactant. Thorough wetting of the foliage and stems is necessary to achieve satisfactory control. A minimum spray volume of 50 gallons per acre is needed for ground broadcast applications.

If using a backpack sprayer, a spray mixture containing 0.75% to 1.25% Vastlan should be used. All purple loosestrife plants should be thoroughly wetted.

3/ Phragmites (*Phragmites australis*)

Phragmites can be selectively controlled with foliar applications of Vastlan. For broadcast applications, a minimum of 2 1/4 lb ae of triclopyr (2 1/4 quarts of Vastlan) per acre should be used. For optimum control, apply Vastlan when phragmites is in the early state of growth, 1/2 to 3 feet in height, prior to seed head development. Follow-up applications for control of regrowth may be made the following year in order to achieve increased control of this weed species. For all applications, a non-ionic surfactant labeled for aquatics should be added to the spray mixture. Follow all directions and use precautions on the label of the surfactant. Thorough wetting of the foliage and stems is necessary to achieve satisfactory control. A minimum spray volume of 50 gallons per acre is recommended for ground broadcast applications.

If a backpack sprayer is used, a spray mixture containing 0.75% to 1.25% of Vastlan should be used. All phragmites foliage should be thoroughly wetted.

Aerial application by helicopter may be needed when treating restoration sites that are inaccessible, remote, difficult to traverse, isolated, or otherwise unsuited to ground application, or in circumstances where invasive exotic weeds dominate native plant populations over extensive areas and efforts to restore native plant diversity are being conducted. By air, apply in a minimum spray volume of 30 gallons per acre.

Cut Surface Treatments

Individual plant treatments such as cut surface applications may be used on any use site listed on this label at a maximum use rate of 6 or 9 quarts of Vastlan (6 lb ae on forestry sites and 9 lb ae of triclopyr on other sites) per acre. These types of applications are made directly to ungrazed parts of plants and, therefore, are not restricted by the grazing maximum rate of 2 quarts of Vastlan (2 lb ae of triclopyr) per acre on a grazed site.

To control unwanted hardwood trees such as elm, maple, oak and conifers in labeled sites, apply Vastlan, either undiluted or diluted in a 1 to 1 ratio with water, as directed below.

Tree Injector Method

Apply by injecting 1/2 milliliter of undiluted Vastlan or 1 milliliter of the diluted solution through the bark at intervals of 3 to 4 inches between centers of the injector wound. The injections should completely surround the tree at any convenient height. **Note: No Worker Protection Standard worker entry restrictions or worker notification requirements apply when this product is injected directly into plants.**

Hack and Squirt Method

Make cuts around the tree trunk at a convenient height with a hatchet or similar equipment so that the cuts overlap slightly and make a continuous circle around the trunk. Spray 1/2 milliliter of undiluted Vastlan or 1 milliliter of the diluted solution into the pocket created between the bark and the inner stem/trunk by each cut.

Frill or Girdle Method

Make a single girdle through the bark completely around the tree at a convenient height. The frill should allow for the herbicide to remain next to the inner stem and absorb into the plant. Wet the cut surface with undiluted or diluted solution.

Both of the above methods may be used successfully at any season except during periods of heavy sap flow of certain species - for example, maples.

Stump Treatment

Spray or paint the cut surfaces of freshly cut stumps and stubs with undiluted Vastlan. The cambium area next to the bark is the most vital area to wet.

Chemical Mowing

Vastlan may be applied to the cut surfaces of weed or brush stubble under the deck of a rotary mower such as the Brown Brush Monitor or other equipment that is designed to uniformly apply the herbicide. This method of application may be used for control of annual and perennial broadleaf weeds and for suppression and stem density reduction of woody species. Apply when growing conditions are favorable and there is active plant growth.

Application

Broadleaf Weed Control: Apply at labeled rates for Vastlan under the section "Broadcast Applications with Ground Equipment - Broadleaf Weed Control". Apply the specified rate in a minimum spray volume of 3 gallons per acre. Follow label directions for herbicides that may be applied in tank mix combination with Vastlan to improve weed control or broaden the spectrum of weeds controlled.

Woody Plant Control: For suppression and stem density reduction of woody species, use 2.25 to 4.5 quarts of Vastlan in a minimum spray volume of 5 gallons per acre. Follow label directions under the woody plant control for herbicides that may be applied in tank mix combination with Vastlan to improve control or broaden the spectrum of woody plants controlled.

Tank mixing: For possible increased effectiveness of this treatment, Vastlan may be tank mixed with other herbicides such as Milestone, Tordon*, Graslan L* or imazapyr. Follow all product use directions and do not exceed maximum labeled use rates.

* Tordon and Graslan L are not registered for use in the states of California and Florida. These products are restricted use pesticides. See product labels for more information.

Forest Management Applications

For best control from broadcast applications of Vastlan, add a surfactant and use a spray volume which will provide thorough plant coverage. Recommended spray volumes are usually 10 to 25 gallons per acre by air or 10 to 100 gallons per acre by ground. For spray volumes less than 50 gallons per acre the addition of a non-ionic surfactant will improve spray coverage. Nozzles or additives that produce larger droplets of spray may require higher spray volumes to maintain brush control.

Forest Site Preparation

Use up to 6 quarts of Vastlan alone and apply in a total spray volume of 10 to 30 gallons per acre or Vastlan may be used in a tank mix with other herbicides such as Graslan L*, Freelexx, or 2,4-D amine or low volatile ester in a total spray volume of 10 to 30 gallons per acre. Use a non-ionic surfactant for all foliar applications.

*Graslan L is not registered for use in the states of California and Florida. This product is a restricted use pesticide. Check to ensure tank mix partners are state registered before use. See product label for more information.

Note: Conifers planted sooner than one month after treatment with Vastlan at less than 4 lb ae of triclopyr (4 quarts of Vastlan) per acre or sooner than two months after treatment at 4 to 6 lb ae of triclopyr (4 to 6 quarts of Vastlan) per acre may be injured. When tank mixtures of herbicides are used for forest site preparation, labels for all products in the mixture must be consulted and the longest waiting period before conifer planting must be used.

Directed Spray Applications in Tree Plantations such as for Conifer Release

To release conifers or desirable trees from competing vegetation, mix 3 to 6 quarts of Vastlan in enough water to make 100 gallons of spray mixture. To improve spray coverage, add a non-ionic surfactant. The spray mixture should be directed onto foliage of competitive vegetation using knapsack or backpack sprayers with flat fan nozzles or equivalent any time after vegetation has reached full leaf size, but before autumn coloration. When treating woody plants, it is best if the majority of treated plants are less than 6 feet in height to ensure adequate spray coverage. Use care to direct spray away from contact with foliage of conifers and desirable vegetation as injury or death could occur.

Note: Spray may cause temporary damage and growth suppression where contact with conifers occurs; however, injured conifers should recover and grow normally. Over-the-top spray applications can kill pines.

Broadcast Applications for Conifer Release in the Northeastern United States

To release spruce, fir, red pine and white pine from competing hardwoods, such as red maple, sugar maple, striped maple, alder, birch (white, yellow or gray), aspen, ash, pin cherry and *Rubus* spp. and perennial and annual broadleaf weeds, use Vastlan at rates of 1.5 to 3 quarts per acre alone or with Freelexx, 2,4-D (like DMA 4 IVM), or a low volatile ester to provide no more than 4 lb ae per acre from both products. Apply in late summer or early fall after conifers have formed their over wintering buds and hardwoods are in full leaf and prior to autumn coloration.

Broadcast Applications for Douglas-fir Release in the Pacific Northwest and California

To release Douglas-fir from susceptible competing vegetation such as broadleaf weeds, alder, blackberry, or Scotch broom, apply Vastlan at 1 to 1.5 quarts per acre alone or in combination with other herbicides to broaden the spectrum of activity. Apply in early spring after hardwoods begin growth and before Douglas-fir bud break ("early foliar" hardwood stage) or after Douglas-fir seasonal growth has "hardened off" (set winter buds) in late summer, but while hardwoods are still actively growing. When treating after Douglas-fir bud set, apply prior to onset of autumn coloration in hardwood foliage. **Note:** Treatments applied during active Douglas-fir shoot growth (after spring bud break and prior to bud set) may cause injury to Douglas-fir trees.

Christmas Tree Plantations

Use Vastlan for the control of woody plants and annual and perennial broadleaf weeds in established Christmas tree plantations. For best results, apply when woody plants and weeds are actively growing. Vastlan does not control weeds which have not emerged at the time of application. If lower rates are used on hard to control woody species, resprouting may occur the year following treatment. Brush over 8 feet tall is difficult to treat efficiently using hand equipment such as backpack or knapsack sprayers. When treating large brush or trees or hard to control species such as ash, blackgum, choke cherry, elm, hazel, madrone, maples, oaks or sweetgum, and for applications made during drought conditions or in late summer when the leaves are mature, use the higher rates of Vastlan or use cut surface applications (see Cut Surface section above). For foliar applications, use a surfactant and apply in enough water to give uniform and complete coverage of the plants to be controlled. Applications made under drought conditions may provide less than desirable results.

Use Precautions:

- Newly seeded turf (alleyways, etc.) should be mowed two or three times before treatment with Vastlan.
- Use Vastlan where legumes, such as clover, are present only if injury and possible control of legumes can be tolerated.

Use Restrictions:

- Do not use on newly seeded grass until well established as indicated by vigorous growth and development of secondary root system and tillering
- Do not reseed Christmas tree areas treated with Vastlan for a minimum of three weeks after application.
- Apply Vastlan only to established Christmas trees that were planted at least one full year prior to application.
- Do not apply with 2,4-D containing products.**

Application

Apply in late summer or early autumn after terminal growth of Christmas trees has hardened off but before leaf drop of the target weeds. Apply at a rate of 0.75 to 1.75 quarts of Vastlan per acre as a foliar spray directed toward the base of Christmas trees. Use sufficient spray volume to provide uniform coverage of target plants (20 to 100 gallons per acre). Application rates of Vastlan directed for Christmas trees will only suppress some well established woody plants that are greater than 2 to 3 years old (see table below). Broadcast sprays may also be applied in bands between the rows of planted trees. Use spray equipment that will ensure uniform coverage of the desired spray volume.

Vastlan can cause needle and branch injury to Christmas trees.

To minimize injury to Christmas trees, direct sprays so as to avoid or minimize contact with foliage. Blue spruce, white spruce, balsam fir, and Fraser fir are less susceptible to injury than white pine and Douglas-fir.

Application Rates and Species Controlled (or also see list above):

| Vastlan | | |
|--|---|---|
| 0.75 quart/acre | 1.25 to 1.5 quarts/acre | 1.75 quarts/acre |
| clover dandelion dock, curly lambquarters lespedeza plantain, broadleaf plantain, buckhorn ragweed, common vetch | bindweed, field (TG) blackberry ¹ chicory (S) fireweed ivy, ground lettuce, wild oxalis poison ivy smartweed (TG) thistle, Canada (TG) violet, wild Virginia creeper ¹ | arrowwood (SDL) aspen beech (SDL) birch (SDL) chinquapin cottonwood (SDL) elderberry grape, wild mulberry (SDL) poplar (SDL) sassafras (SDL) sumac (SDL) sycamore (SDL) |

(TG) Top growth control, retreatment may be necessary

(S) Suppression

(SDL) Seedlings less than 2 to 3 years old

¹Use 1.5 quarts per acre rate

Directed Applications

To control hardwoods such as red maple, sugar maple, striped maple, sweetgum, red and white oaks, ash, alder, birch, aspen, and pin cherry, mix 0.19 to 1 pint of Vastlan in enough water to make 3 gallons of spray mixture. For directed applications, do not exceed 6 quarts of Vastlan per acre per year. To improve coverage, add a non-ionic agricultural surfactant to the spray. This spray mixture should be directed onto foliage of competitive hardwoods using knapsack or backpack sprayers with flat fan nozzles or equivalent any time after hardwoods have reached full leaf size, but before autumn coloration (when plants are actively growing). The majority of treated hardwoods should be less than 8 feet in height to ensure adequate spray coverage. **Note:** To prevent Christmas tree injury, care should be taken to direct spray away from contact with Christmas tree foliage.

Aquatic and Wetland Sites

Use Vastlan for control of emerged, submersed and floating aquatic plants in aquatic sites such as ponds, lakes, reservoirs, non-irrigation canals, and ditches which have little or no continuous outflow, marshes and wetlands, including broadleaf and woody vegetation on banks and shores within or adjacent to these and other aquatic sites.

Obtain Required Permits: Consult with appropriate state or local water authorities before applying this product to public waters. State or local public agencies may require permits.

Aquatic Application Methods

Use a non-ionic surfactant in the spray mixture to improve control with foliar applications. Follow all directions and use precautions on the aquatic surfactant label.

Surface Application

Use a spray boom, handgun or other similar suitable equipment mounted on a boat or vehicle. Thorough wetting of foliage is essential for maximum effectiveness. Use 20 to 200 gallons per acre of spray mixture. Special precautions such as the use of low spray pressure, large droplet producing nozzles, or addition of a labeled thickening agent may minimize spray drift in areas near sensitive crops.

Aerial Application (Helicopter Only)

Apply with a helicopter using a Microfoil or Thru-Valve boom, or a drift control additive in the spray solution. Apply in a minimum of 10 gallons of total spray mix per acre. Do not apply when weather conditions favor drift to sensitive areas. See label section on aerial application directions and precautions.

Floating and Emerged Weeds

Apply when plants are actively growing. For control of waterhyacinth, alligatorweed (see specific directions below), and other susceptible emerged and floating herbaceous weeds and woody plants, apply 1.5 to 6 quarts of Vastlan per acre as a foliar application using surface or aerial equipment. Use higher rates in the rate range when plants are mature, when the weed mass is dense, or for difficult to control species. Repeat as necessary to control regrowth and plants missed in the previous operation, but do not exceed a total of 6 quarts of Vastlan per acre per annual growing season.

Aquatic Weeds

| | | |
|-----------------------|----------------------------|--------------------|
| alligatorweed | parrotfeather ¹ | purple loosestrife |
| aquatic sodaapple | phragmites | waterprimrose |
| Eurasian watermilfoil | pickerelweed | |
| milfoil species | pennywort | |

¹Re-treatment may be needed to achieve desired level of control.

Alligatorweed

Apply Vastlan at 2 to 6 quarts per acre to control alligatorweed. It is important to thoroughly wet all foliage with the spray mixture. For best results, add an approved non-ionic aquatic surfactant to the spray mixture. Alligatorweed growing outside the margins of a body of water can be controlled with this treatment. However, alligatorweed growing in water will only be partially controlled. Top growth above the water will be controlled, but the plant will likely regrow from tissue below the water surface.

Restrictions for Potable Water Intakes for Emerged Aquatic Weed Control – Lakes, Reservoirs, Ponds:

See chart below for specific setback distances near functioning potable water intakes.

Note: Existing potable water intakes which are no longer in use, such as those replaced by potable water wells or connections to a municipal water system, are not considered to be functioning potable water intakes. These setback restrictions do not apply to terrestrial applications made adjacent to potable water intakes.

| Area Treated (acres) | Vastlan Application Rate | | | |
|-------------------------|--------------------------|-----------|-------------|-----------|
| | 1.5 qt/acre | 3 qt/acre | 4.5 qt/acre | 6 qt/acre |
| 4 | 0 | 200 | 400 | 500 |
| >4 - 8 | 0 | 200 | 700 | 900 |
| >8 - 16 | 0 | 200 | 700 | 1000 |
| >16 | 0 | 200 | 900 | 1300 |

To apply Vastlan around and within the distances noted above from a functioning potable water intake, the intake must be turned off until the triclopyr level in the intake water is determined to be 0.4 parts per million (ppm) or less by laboratory analysis or immunoassay.

Recreational Use of Water in Treatment Area: There are no restrictions on use of water in the treatment area for recreational purposes, including swimming and fishing.

Livestock Use of Water from Treatment Area: There are no restrictions on livestock consumption of water from the treatment area.

Submerged Weeds

For control of Eurasian watermilfoil and other susceptible submerged weeds in ponds, lakes, reservoirs, and in non-irrigation canals or ditches that have little or no continuous outflow, apply Vastlan as either a surface or subsurface application. Select rates according to the rate chart below to provide a triclopyr concentration of 0.75 to 2.5 ppm ae in treated water. Use higher rates in the rate range in areas of greater water exchange. These areas may require a repeat application. However, total application of Vastlan must not exceed an application rate of 2.5 ppm of triclopyr for the treatment area per annual growing season.

Apply in spring or early summer when Eurasian watermilfoil or other submersed weeds are actively growing.

Areas near susceptible crops or other desirable broadleaf plants may be treated by subsurface injection applied by boat to avoid spray drift.

Surface Application

Apply the desired amount of Vastlan as either a concentrate or a spray mixture in water. However, use a minimum spray volume of 5 gallons per acre. Do not apply when weather conditions favor drift to sensitive areas.

Average water depth (feet) x 0.678 x target concentration (ppm) = gallons of Vastlan per surface acre treated.

Example: to achieve a 2 ppm concentration of triclopyr in water averaging 4 feet deep

$$4 \times 0.678 \times 2 \text{ ppm} = 5.4 \text{ gallons of Vastlan per surface acre treated}$$

| Water Depth (ft) | Concentration of Triclopyr Acid in Water (ppm ae) | | | | |
|------------------|--|-------|---------|-------|---------|
| | 0.75 ppm | 1 ppm | 1.5 ppm | 2 ppm | 2.5 ppm |
| | Gallons of Vastlan per Surface Acre at Specified Depth | | | | |
| 1 | 0.5 | 0.7 | 1.0 | 1.4 | 1.7 |
| 2 | 1.0 | 1.4 | 2.0 | 2.7 | 3.4 |
| 3 | 1.5 | 2.0 | 3.1 | 4.1 | 5.1 |
| 4 | 2.0 | 2.7 | 4.1 | 5.4 | 6.8 |
| 5 | 2.5 | 3.4 | 5.1 | 6.8 | 8.5 |
| 6 | 3.1 | 4.1 | 6.1 | 8.1 | 10.2 |
| 7 | 3.6 | 4.7 | 7.1 | 9.5 | 11.9 |
| 8 | 4.1 | 5.4 | 8.1 | 10.8 | 13.6 |
| 9 | 4.6 | 6.1 | 9.2 | 12.2 | 15.3 |
| 10 | 5.1 | 6.8 | 10.2 | 13.6 | 17.0 |
| 15 | 7.6 | 10.2 | 15.3 | 20.3 | 25.4 |
| 20 | 10.2 | 13.6 | 20.3 | 27.1 | 33.9 |

Subsurface Application

Apply desired amount of Vastlan per acre directly into the water through boat-mounted distribution systems. When treating target plants that are 6 feet below the surface of the water, trailing hoses should be used along with an aquatic approved sinking agent (except California).

Restrictions for Potable Water Intakes for Submerged Weed Control - Lakes, Reservoirs, Ponds:

For applications of Vastlan to control submerged weeds in lakes, reservoirs or ponds that contain a functioning potable water intake for human consumption, see the chart below to determine the minimum setback distances of the application from the functioning potable water intakes.

| Area Treated (acres) | Concentration of Triclopyr Acid in Water (ppm ae) | | | | |
|---|--|---|---|---|--|
| | 0.75 ppm | 1 ppm | 1.5 ppm | 2 ppm | 2.5 ppm |
| | Required Setback Distance (ft) from Potable Water Intake | | | | |
| <4 | 300 | 400 | 600 | 800 | 1000 |
| >4 - 8 | 420 | 560 | 840 | 1120 | 1400 |
| >8 - 16 | 600 | 800 | 1200 | 1600 | 2000 |
| >16 - 32 | 780 | 1040 | 1560 | 2080 | 2600 |
| >32 acres, calculate a setback using the formula for the appropriate rate | Setback (ft) = $(800 * \ln(\text{acres}) - 160) / 3.33$ | Setback (ft) = $(800 * \ln(\text{acres}) - 160) / 2.50$ | Setback (ft) = $(800 * \ln(\text{acres}) - 160) / 1.67$ | Setback (ft) = $(800 * \ln(\text{acres}) - 160) / 1.25$ | Setback (ft) = $(800 * \ln(\text{acres}) - 160)$ |

Example Calculation 1: to apply 2.5 ppm Vastlan to 50 acres:

$$\begin{aligned} \text{Setback in feet} &= (800 \times \ln(50 \text{ acres}) - 160) \\ &= (800 \times 3.912) - 160 \\ &= 2970 \text{ feet} \end{aligned}$$

Example Calculation 2: to apply 0.75 ppm Vastlan to 50 acres:

$$\begin{aligned} \text{Setback in feet} &= (800 \times \ln(50 \text{ acres}) - 160) / 3.33 \\ &= (800 \times 3.912) - 160 / 3.33 \\ &= 892 \text{ feet} \end{aligned}$$

Note: Existing potable water intakes which are no longer in use, such as those replaced by potable water wells or connections to a municipal water system, are not considered to be functioning potable water intakes. These setback restrictions do not apply to terrestrial applications made adjacent to potable water intakes.

To apply Vastlan around and within the distances noted above from a functioning potable water intake, the intake must be turned off until the triclopyr level in the intake water is determined to be 0.4 parts per million (ppm) or less by laboratory analysis or immunoassay.

Wetland Sites

Wetlands include flood plains, deltas, marshes, swamps, bogs, and transitional areas between upland and lowland sites. Wetlands may occur within noncropland, rangeland, pastures, forests, wildlife habitat restoration and management areas and similar sites as well as areas adjacent to or surrounding domestic water supply reservoirs, lakes and ponds.

For control of woody plants and broadleaf weeds in wetland sites, follow use directions and application methods on this label for terrestrial sites.

Note: Consult local public water control authorities before applying this product in and around public water. Permits may be required to treat such areas.

Terms and Conditions of Use

If terms of the following Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. To the extent permitted by law, otherwise, use by the buyer or any other user constitutes acceptance of the terms under Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies.

Warranty Disclaimer

Dow AgroSciences warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. To the extent permitted by law, Dow AgroSciences MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Crop injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Dow AgroSciences or the seller. To the extent permitted by law, all such risks shall be assumed by buyer.

Limitation of Remedies

To the extent permitted by law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at Dow AgroSciences' election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

To the extent permitted by law, Dow AgroSciences shall not be liable for losses or damages resulting from handling or use of this product unless Dow AgroSciences is promptly notified of such loss or damage in writing. To the extent permitted by law, in no case shall Dow AgroSciences be liable for consequential or incidental damages or losses.

The terms of the Warranty Disclaimer, Inherent Risks of Use and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Dow AgroSciences or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.

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**Produced for
Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, IN 46268**

Label Code: CD02-409-020
Replaced Label: D02-409-002

EPA accepted 12/06/17

Revisions:

Rebranded for Corteva.

SAFETY DATA SHEET

DOW AGROSCIENCES LLC

Product name: VASTLAN™ Herbicide

Issue Date: 05/15/2020

Print Date: 05/15/2020

DOW AGROSCIENCES LLC encourages you and expects you to read and understand the entire SDS as there is important information throughout the document. This SDS provides users with information relating to the protection of human health and safety at the workplace, protection of the environment and supports emergency response. Product users and applicators should primarily refer to the product label attached to or accompanying the product container.

1. IDENTIFICATION

Product name: VASTLAN™ Herbicide

Recommended use of the chemical and restrictions on use

Identified uses: End use herbicide product

COMPANY IDENTIFICATION

DOW AGROSCIENCES LLC
9330 ZIONSVILLE RD
INDIANAPOLIS IN 46268-1053
UNITED STATES

Customer Information Number:

800-992-5994
customerinformation@corteva.com

EMERGENCY TELEPHONE NUMBER

24-Hour Emergency Contact: 800-992-5994

Local Emergency Contact: 352-323-3500

2. HAZARDS IDENTIFICATION

Hazard classification

GHS classification in accordance with 29 CFR 1910.1200

Acute toxicity - Category 4 - Oral

Eye irritation - Category 2A

Skin sensitisation - Sub-category 1B

Label elements

Hazard pictograms



Signal word: **WARNING!**

Hazards

Harmful if swallowed.
May cause an allergic skin reaction.
Causes serious eye irritation.

Precautionary statements**Prevention**

Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
Wash skin thoroughly after handling.
Do not eat, drink or smoke when using this product.
Contaminated work clothing should not be allowed out of the workplace.
Wear eye protection/ face protection.
Wear protective gloves.

Response

IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.
IF ON SKIN: Wash with plenty of soap and water.
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
If skin irritation or rash occurs: Get medical advice/ attention.
If eye irritation persists: Get medical advice/ attention.
Wash contaminated clothing before reuse.

Disposal

Dispose of contents/ container to an approved waste disposal plant.

Other hazards

No data available

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature: Mixture

This product is a mixture.

| Component | CASRN | Concentration |
|-------------------------|---------------|----------------------|
| Triclopyr, Choline salt | 1048373-85-8 | 54.72% |
| Glycerol | 56-81-5 | 3.0% |
| Balance | Not available | 42.28% |

4. FIRST AID MEASURES

Description of first aid measures

General advice:

First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

Inhalation: Move person to fresh air. If person is not breathing, call an emergency responder or ambulance, then give artificial respiration; if by mouth to mouth use rescuer protection (pocket mask etc). Call a poison control center or doctor for treatment advice.

Skin contact: Take off contaminated clothing. Wash skin with soap and plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. Wash clothing before reuse. Shoes and other leather items which cannot be decontaminated should be disposed of properly.

Eye contact: Hold eyes open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes. Call a poison control center or doctor for treatment advice. Suitable emergency eye wash facility should be available in work area.

Ingestion: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Never give anything by mouth to an unconscious person.

Most important symptoms and effects, both acute and delayed:

Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

Indication of any immediate medical attention and special treatment needed

Notes to physician: No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient. Have the Safety Data Sheet, and if available, the product container or label with you when calling a poison control center or doctor, or going for treatment.

5. FIREFIGHTING MEASURES

Suitable extinguishing media: Water fog or fine spray. Dry chemical fire extinguishers. Carbon dioxide fire extinguishers. Foam. Do not use direct water stream. May spread fire. Alcohol resistant foams (ATC type) are preferred. General purpose synthetic foams (including AFFF) or protein foams may function, but will be less effective.

Unsuitable extinguishing media: No data available

Special hazards arising from the substance or mixture

Hazardous combustion products: During a fire, smoke may contain the original material in addition to combustion products of varying composition which may be toxic and/or irritating. Combustion products may include and are not limited to: Nitrogen oxides. Carbon monoxide. Carbon dioxide.

Unusual Fire and Explosion Hazards: Violent steam generation or eruption may occur upon application of direct water stream to hot liquids.

Advice for firefighters

Fire Fighting Procedures: Keep people away. Isolate fire and deny unnecessary entry. Consider feasibility of a controlled burn to minimize environment damage. Foam fire extinguishing system is preferred because uncontrolled water can spread possible contamination. Do not use direct water

stream. May spread fire. Burning liquids may be moved by flushing with water to protect personnel and minimize property damage. Contain fire water run-off if possible. Fire water run-off, if not contained, may cause environmental damage. Review the "Accidental Release Measures" and the "Ecological Information" sections of this (M)SDS.

Special protective equipment for firefighters: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures: Isolate area. Keep unnecessary and unprotected personnel from entering the area. Refer to section 7, Handling, for additional precautionary measures. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Environmental precautions: Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

Methods and materials for containment and cleaning up: Contain spilled material if possible. Small spills: Absorb with materials such as: Clay. Dirt. Sand. Sweep up. Collect in suitable and properly labeled containers. Large spills: Contact the company for clean-up assistance. See Section 13, Disposal Considerations, for additional information.

7. HANDLING AND STORAGE

Precautions for safe handling: Keep out of reach of children. Do not swallow. Avoid contact with eyes, skin, and clothing. Avoid prolonged or repeated contact with skin. Avoid breathing vapor or mist. Wash thoroughly after handling. Use with adequate ventilation. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

Conditions for safe storage: Store in a dry place. Store in original container. Keep container tightly closed when not in use. Do not store near food, foodstuffs, drugs or potable water supplies.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

If exposure limits exist, they are listed below. If no exposure limits are displayed, then no values are applicable.

| Component | Regulation | Type of listing | Value/Notation |
|------------------|-------------------|-------------------------------|-----------------------|
| Glycerol | OSHA Z-1 | TWA mist, respirable fraction | 5 mg/m3 |
| | OSHA Z-1 | TWA mist, total dust | 15 mg/m3 |

RECOMMENDATIONS IN THIS SECTION ARE FOR MANUFACTURING, COMMERCIAL BLENDING AND PACKAGING WORKERS. APPLICATORS AND HANDLERS SHOULD SEE THE PRODUCT LABEL FOR PROPER PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING.

Exposure controls

Engineering controls: Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

Individual protection measures

Eye/face protection: Use chemical goggles.

Skin protection

Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Butyl rubber. Natural rubber ("latex"). Neoprene. Nitrile/butadiene rubber ("nitrile" or "NBR"). Polyethylene. Ethyl vinyl alcohol laminate ("EVAL"). Polyvinyl chloride ("PVC" or "vinyl"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Other protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Respiratory protection: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance

| | |
|--------------------------|--|
| Physical state | Liquid. |
| Color | Black |
| Odor | Characteristic |
| Odor Threshold | No data available |
| pH | 7.0 pH Electrode |
| Melting point/range | Not applicable |
| Freezing point | No data available |
| Boiling point (760 mmHg) | No data available |
| Flash point | closed cup > 100 °C (> 212 °F) <i>Pensky-Martens Closed Cup ASTM D 93</i> |

| | |
|--|--|
| Evaporation Rate (Butyl Acetate = 1) | No data available |
| Flammability (solid, gas) | No data available |
| Lower explosion limit | No data available |
| Upper explosion limit | No data available |
| Vapor Pressure | No data available |
| Relative Vapor Density (air = 1) | No data available |
| Relative Density (water = 1) | No data available |
| Water solubility | No data available |
| Partition coefficient: n-octanol/water | No data available |
| Auto-ignition temperature | No data available |
| Decomposition temperature | No data available |
| Dynamic Viscosity | No data available |
| Kinematic Viscosity | No data available |
| Explosive properties | No data available |
| Oxidizing properties | No data available |
| Liquid Density | 1.235 g/ml at 20 °C (68 °F) <i>Digital density meter</i> |
| Molecular weight | No data available |

NOTE: The physical data presented above are typical values and should not be construed as a specification.

10. STABILITY AND REACTIVITY

Reactivity: No dangerous reaction known under conditions of normal use.

Chemical stability: Thermally stable at typical use temperatures.

Possibility of hazardous reactions: Polymerization will not occur.

Conditions to avoid: Exposure to elevated temperatures can cause product to decompose.

Incompatible materials: Avoid contact with: Strong oxidizers.

Hazardous decomposition products: Decomposition products depend upon temperature, air supply and the presence of other materials. Decomposition products can include and are not limited to: Carbon monoxide. Carbon dioxide. Nitrogen oxides.

11. TOXICOLOGICAL INFORMATION

Toxicological information appears in this section when such data is available.

Acute toxicity

Acute oral toxicity

Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury.

For similar material(s):

LD50, Rat, female, 1,000 mg/kg OECD Test Guideline 423

Acute dermal toxicity

Prolonged skin contact is unlikely to result in absorption of harmful amounts.

For similar material(s):

LD50 Dermal, Rat, male and female, > 5,000 mg/kg OECD Test Guideline 402 No deaths occurred at this concentration.

Acute inhalation toxicity

No adverse effects are anticipated from single exposure to mist. Based on the available data, respiratory irritation was not observed.

For similar material(s):

LC50, Rat, male and female, 4 Hour, dust/mist, > 5.85 mg/l OECD Test Guideline 403 No deaths occurred at this concentration.

Skin corrosion/irritation

Brief contact is essentially nonirritating to skin.

Serious eye damage/eye irritation

May cause moderate eye irritation.

May cause slight corneal injury.

Sensitization

For similar material(s):

Has demonstrated the potential for contact allergy in mice.

For respiratory sensitization:

No relevant data found.

Specific Target Organ Systemic Toxicity (Single Exposure)

Evaluation of available data suggests that this material is not an STOT-SE toxicant.

Specific Target Organ Systemic Toxicity (Repeated Exposure)

For similar active ingredient(s).

Triclopyr.

In animals, effects have been reported on the following organs:

Kidney.

Liver.

For the minor component(s):

Excessive exposure to glycerine may cause increased fat levels in blood.

Carcinogenicity

For similar active ingredient(s). Triclopyr. Did not cause cancer in laboratory animals.

Teratogenicity

For similar active ingredient(s). Triclopyr. Did not cause birth defects or other effects in the fetus even at doses which caused toxic effects in the mother.

Reproductive toxicity

For similar active ingredient(s). Triclopyr. In laboratory animal studies, effects on reproduction have been seen only at doses that produced significant toxicity to the parent animals. For the minor component(s): Reproductive effects seen in female animals are believed to be due to altered nutritional states resulting from extremely high doses of glycerine given in the diet. Similar effects have been seen in animals fed synthetic diets.

Mutagenicity

For similar active ingredient(s). Triclopyr. In vitro genetic toxicity studies were negative. Animal genetic toxicity studies were negative.

Aspiration Hazard

Based on physical properties, not likely to be an aspiration hazard.

12. ECOLOGICAL INFORMATION

Ecotoxicological information appears in this section when such data is available.

Toxicity

Triclopyr, Choline salt

Acute toxicity to fish

For similar active ingredient(s).

Material is slightly toxic to aquatic organisms on an acute basis (LC50/EC50 between 10 and 100 mg/L in the most sensitive species tested).

For similar active ingredient(s).

LC50, Oncorhynchus mykiss (rainbow trout), 96 Hour, 117 mg/l

Acute toxicity to aquatic invertebrates

For similar active ingredient(s).

LC50, Daphnia magna (Water flea), 48 Hour, 133 mg/l

Acute toxicity to algae/aquatic plants

Based on information for a similar material:

ErC50, Pseudokirchneriella subcapitata (green algae), 96 Hour, Biomass, 87.7 mg/l

Glycerol

Acute toxicity to fish

Material is practically non-toxic to aquatic organisms on an acute basis

(LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested).

LC50, Pimephales promelas (fathead minnow), static test, 96 Hour, >= 885 mg/l, Method Not Specified.

Acute toxicity to aquatic invertebrates

LC50, Daphnia magna (Water flea), static test, 48 Hour, 1,955 mg/l, Method Not Specified.

Acute toxicity to algae/aquatic plants

EC50, Other, static test, 192 Hour, Growth inhibition (cell density reduction), 2,900 mg/l, Method Not Specified.

Toxicity to bacteria

EC50, activated sludge, 3 Hour, > 1,000 mg/l, OECD 209 Test

Balance

Acute toxicity to fish

No relevant data found.

Persistence and degradability

Triclopyr, Choline salt

Biodegradability: For similar active ingredient(s). Biodegradation under aerobic static laboratory conditions is high (BOD20 or BOD28/ThOD > 40%).

Glycerol

Biodegradability: Material is readily biodegradable. Passes OECD test(s) for ready biodegradability.

10-day Window: Not applicable

Biodegradation: 63 %

Exposure time: 14 d

Method: OECD Test Guideline 301C or Equivalent

Theoretical Oxygen Demand: 1.22 mg/mg

Balance

Biodegradability: No relevant data found.

Bioaccumulative potential

Triclopyr, Choline salt

Bioaccumulation: For similar active ingredient(s). Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

Glycerol

Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

Partition coefficient: n-octanol/water(log Pow): -1.76 at 20 °C Measured

Balance

Bioaccumulation: No relevant data found.

Mobility in soil

Triclopyr, Choline salt

For similar active ingredient(s).

Triclopyr.

Potential for mobility in soil is very high (Koc between 0 and 50).

Glycerol

Potential for mobility in soil is very high (Koc between 0 and 50).

Given its very low Henry's constant, volatilization from natural bodies of water or moist soil is not expected to be an important fate process.

Partition coefficient (Koc): 1 Estimated.

Balance

No relevant data found.

13. DISPOSAL CONSIDERATIONS

Disposal methods: If wastes and/or containers cannot be disposed of according to the product label directions, disposal of this material must be in accordance with your local or area regulatory authorities. This information presented below only applies to the material as supplied. The identification based on characteristic(s) or listing may not apply if the material has been used or otherwise contaminated. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste identification and disposal methods in compliance with applicable regulations. If the material as supplied becomes a waste, follow all applicable regional, national and local laws.

14. TRANSPORT INFORMATION

DOT

Not regulated for transport

Classification for SEA transport (IMO-IMDG):

**Transport in bulk
according to Annex I or II
of MARPOL 73/78 and the
IBC or IGC Code**

Not regulated for transport

Consult IMO regulations before transporting ocean bulk

Classification for AIR transport (IATA/ICAO):

Not regulated for transport

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312

Acute toxicity (any route of exposure)

Respiratory or skin sensitisation

Serious eye damage or eye irritation

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Pennsylvania Right To Know

The following chemicals are listed because of the additional requirements of Pennsylvania law:

| Components | CASRN |
|-------------------|--------------|
| Glycerol | 56-81-5 |

California Prop. 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

United States TSCA Inventory (TSCA)

This product contains chemical substance(s) exempt from U.S. EPA TSCA Inventory requirements. It is regulated as a pesticide subject to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) requirements.

Federal Insecticide, Fungicide and Rodenticide Act

EPA Registration Number: 62719-687

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

WARNING

May be fatal if swallowed.
 Causes substantial but temporary eye injury
 Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

16. OTHER INFORMATION

Hazard Rating System

NFPA

| Health | Flammability | Instability |
|---------------|---------------------|--------------------|
| 1 | 1 | 0 |

Revision

Identification Number: 99037973 / A211 / Issue Date: 05/15/2020 / Version: 1.2

DAS Code: GF-3169

Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

Legend

| | |
|----------|--|
| OSHA Z-1 | USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants |
|----------|--|

| | |
|-----|------------------------------|
| TWA | 8-hour time weighted average |
|-----|------------------------------|

Full text of other abbreviations

AICS - Australian Inventory of Chemical Substances; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Information Source and References

This SDS is prepared by Product Regulatory Services and Hazard Communications Groups from information supplied by internal references within our company.

DOW AGROSCIENCES LLC urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.

US

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-720944

Date Filed:
02/26/2021

Date Acknowledged:
03/23/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Target Specialty Product
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
21-049
Term Contract for the Purchase of Weed, Brush, and Insect Control Chemicals

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Myers, John | Reading, PA United States | X | |
| | Gelting, Bruce | Reading, PA United States | X | |
| | Coyle, Jason | Reading, PA United States | X | |
| | Helt, David | Santa Fe Springs, CA United | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
County Purchasing Agent

Office (281) 341-8640

| | | | |
|--|--|--|----------------------------|
| Legal Company Name (top line of W9) | Asplundh Tree Expert Co. | | |
| Business Name (if different from legal name) | VM Distribution Partners | | |
| Federal ID # or S.S. # | 23-12277550 | DUNS # | 00-791-1753 |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | Age in Business? 75 yrs |
| Publicly Traded Business | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____ | | |
| Remittance Address | P.O. Box 532729 | | |
| City/State/Zip | Atlanta, GA 30353-2729 | | |
| Physical Address | 805 DECATUR ST. | | |
| City/State/Zip | NEWTON, MS 39345 | | |
| Phone/Fax Number | Phone: 601-683-6466 | Fax: 601-683-6904 | |
| Contact Person | Lowell Stivison | | |
| E-mail | lstivison@asplundh.com | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ | Certification # _____ | |
| | SBE-Small Business Enterprise _____ | Certification # _____ | |
| | HUB -Texas Historically Underutilized Business _____ | Certification # _____ | |
| | WBE-Women's Business Enterprise _____ | Certification # _____ | |
| Company's gross annual receipts | <\$500,000 _____ | \$500,000-\$4,999,999 _____ | |
| | \$5,000,000-\$16,999,999 _____ | \$17,000,000-\$22,399,999 _____ | |
| | >\$22,400,000 <input checked="" type="checkbox"/> | | |
| | | | |
| NAICs codes (Please enter all that apply) | 424910 | | |
| Signature of Authorized Representative | | | |
| Printed Name | Will McMillan | | |
| Title | Vice President | | |
| Date | January 10, 2021 | | |


THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder: 

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 12, 2021 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

Initials of Bidder: _____



- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

Initials of Bidder: _____



- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are

Initials of Bidder: _____



obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or

Initials of Bidder: _____



provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will

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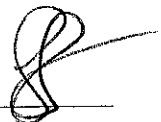
only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the

Initials of Bidder: _____



purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

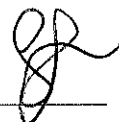
2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

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- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or

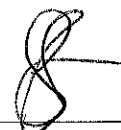
Initials of Bidder: _____



equity.

- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.
- In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even

Initials of Bidder:



though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.


- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide traffic signs, posts and supplies for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2021 through March 31, 2022**, renewable annually for four (4) years (through 31 March 2026) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

Initials of Bidder: 

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
 - 5.2.1 Name of governmental entity is to read: Fort Bend County.
 - 5.2.2 Identification number used by the governmental entity is: B21-049.
 - 5.2.3 Description is the title of the solicitation: Traffic Signs, Posts, Supplies.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

Initials of Bidder: _____



8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

9.0 AWARD:

This contract will be awarded to the lowest and best bidder per item.

10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

11.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission:

- 12.1 Electronic Excel file of Pricing Form on CD or flash drive and printed hard copy
- 12.2 Vendor Form
- 12.3 W9 Form
- 12.4 Tax Form/Debt/Residence Certification
- 12.5 Contractor Acknowledgement of Stormwater Management Program

Contract Sheet
Bid 21-049

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 23rd day of March, 20 21,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
VM Distribution Partners a div of Asplundh Tree Expert (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Purchase of Weed, Brush and
Insect Control Chemicals** which are hereto attached and made a part hereof, together with this instrument and
the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the
items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto
and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23 day of March, 20 21.



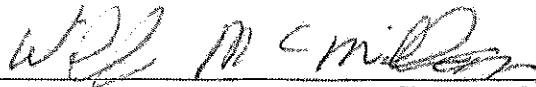
Fort Bend County, Texas

By: _____

County Judge KP George

County Judge, KP George

By: _____



Signature of Contractor

By: Will McMillan VP

Printed Name and Title

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|---|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Asplundh Tree Expert Co. | |
| | 2 Business name/disregarded entity name, if different from above VM Distribution Partners | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) 805 Decatur St. | |
| | 6 City, state, and ZIP code Newton, MS 39345 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | - | | | - | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 2 | 3 | - | 1 | 2 | 7 | 7 | 5 | 5 | 0 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Will McMillan* Date ▶ *1/10/2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): VM Distribution Partners

Company Name submitting Bid/Proposal: 805 Decatur St.

Mailing Address: Newton, MS 39345

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| <u>Fort Bend County Tax Acct. No.*</u> | <u>Property address or location**</u> |
|--|---------------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

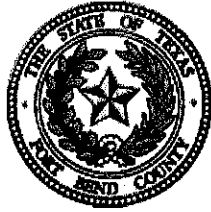
(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that VM Distribution Partners is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Newton, MS.
[Company Name] [City and State]

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

VM Distribution Partners

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Will McMillan
Contractor Signature

1/10/2021
Date

Will McMillan

Printed Name

Vice President

Title

Fort Bend County Pricing Form

Bid 21-049

Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2021 through March 31, 2022

Vendor Name: ↓

VM Distribution Partners

Herbicides

| Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 11.85 |
| minimum order | 50 gal |
| returnable | no |
| 30 gallon container | \$ 11.70 |
| minimum order | 120 gal |
| returnable | no |
| 270 gallon container | \$ 11.65 |
| minimum order | 270 gal |
| returnable | no |

| Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 53.59 |
| minimum order | 25 gal |
| returnable | no |
| 5 gallon container | NB |
| minimum order | |
| returnable | |
| 15 gallon container | NB |
| minimum order | |
| returnable | |
| 30 gallon container | NB |
| minimum order | |
| returnable | |
| 250 gallon container | NB |
| minimum order | |
| returnable | |

| Item #3: Dupont Oust Extra, price per pound | Bid Price |
|--|------------------|
| 4 pound container | \$ 29.59 |
| minimum order | 48 lbs |
| 12 pound container | \$ 29.59 |
| minimum order | 24 lbs |
| 25 pound container | NB |
| minimum order | |

Vendor Name: ↓
VM Distribution Partners

| Item #4: Escort, price per Ounce | Bid Price |
|---|------------------|
| 1 oz. container | NB |
| minimum order | |
| 8 oz. container | \$ 2.88 |
| minimum order | 64 oz |
| 16 oz. container | \$ 2.88 |
| minimum order | 128 oz |
| 64 oz. container | NB |
| minimum order | |

| Item #5: Garlon 3A, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 42.65 |
| minimum order | 100 gal |
| returnable | no |
| 5 gallon container | |
| minimum order | |
| returnable | no |
| 30 gallon container | \$ 42.65 |
| minimum order | 120 gal |
| returnable | no |

| Item #6: Garlon 4 Ultra, price per gallon | Bid Price |
|--|------------------|
| Lawson # 8935 | |
| 2.5 gallon container | \$ 60.29 |
| minimum order | 50 gal |
| returnable | |

Vendor Name: ↓
VM Distribution Partners

| Item #7: Glyphosate 41%+14% Surfactant, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 12.96 |
| minimum order | 50 gal |
| returnable | no |
| Brand Bid | Credit 41 Extra |
| 5 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | \$ 12.70 |
| minimum order | 150 gal |
| returnable | no |
| Brand Bid | Credit 41 Extra |
| 275 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 265 gallon container | \$ 12.60 |
| minimum order | 265 gal |
| returnable | no |
| Brand Bid | Credit 41 Extra |

| Item #8: MSMA 6 Plus 47.60% Active, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |

| Item #9: Milestone VM, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 300.00 |
| minimum order | 5 gal |
| returnable | no |

| Item #10: Outrider, price per ounce | Bid Price |
|--|------------------|
| 20 oz. container | \$13.51 |
| minimum order | 20 oz |

| Item #11: Pro-Mate Accuracy 30%, price per quart | Bid Price |
|---|------------------|
| 1 quart container | NB |
| minimum order | |
| returnable | |

Vendor Name: ↓
VM Distribution Partners

| Item #12: Rodeo Herbicide, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 19.05 |
| minimum order | 180 gal |
| returnable | no |

| Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 17.49 |
| minimum order | 100 gal |
| returnable | no |
| 30 gallon container | \$ 17.35 |
| minimum order | 120.00 |
| returnable | |

| Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon | Bid Price |
|---|------------------|
| 1 gallon container | NB |
| minimum order | |
| returnable | |
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |
| 30 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |

| Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P- Menthene, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |

Vendor Name: ↓
VM Distribution Partners

| Item #16: Tordon 22K, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | \$ 59.95 |
| minimum order | 25 gal |
| returnable | no |
| 5 gallon container | NB |
| minimum order | |
| returnable | |
| 30 gallon container | \$ 59.95 |
| minimum order | 120 gal |
| returnable | no |
| 250 gallon container | \$ 59.95 |
| minimum order | 250 gal |
| returnable | no |

| Item #17: Opensight by Dow AgroScience, price per ounce | Bid Price |
|--|-------------------|
| 20 oz bottle container | \$5.38 |
| minimum order | 20 oz |
| Brand Bid | Opensight |
| 1.25 pound container | \$5.38 |
| minimum order | 7.5 lbs or 120 oz |
| Brand Bid | Opensight |
| 10 pound container | \$5.38 |
| minimum order | 10 lbs |
| Brand Bid | Opensight |

| Item #18: DLZ-MSO Surfactant Plus Drift, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |

| Item #19: Hardball, 2,4-D Acid, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |
| 30 gallon container | |
| minimum order | |
| returnable | |

Vendor Name: ↓
VM Distribution Partners

| Item #20: Plateau, price per gallon | Bid Price |
|--|------------------|
| 1 gallon container | \$ 116.00 |
| minimum order | 4 gal |
| returnable | no |

| Item #21: Droplex Xtra, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |

| Item #22: Vastlan, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | \$ 89.60 |
| 30 gallon container | \$ 89.60 |
| minimum order | 60 gal |
| returnable | no |

| Item #23: Trycera Selective Herbicide, price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |
| 265 gallon container | |
| minimum order | |
| returnable | |

| Item #24: Dow Frequency, Bareground Herbicide, price per gallon | Bid Price |
|--|------------------|
| 1 gallon container | NB |
| minimum order | |
| returnable | |

| Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon | Bid Price |
|---|------------------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |

Vendor Name: ↓

| Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon | Bid Price |
|---|-----------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |

| Item #27: Roundup Custom price per gallon | Bid Price |
|--|--------------------|
| 2.5 gallon container | \$ 17.89 |
| minimum order | 50 gal |
| Brand Bid | Roundup Custom ATU |
| returnable | no |

| Item #28: Method 240SL, price per gallon | Bid Price |
|---|---------------|
| 2.5 gallon container | \$ 322.56 |
| minimum order | 2.5 gal |
| 20 gallon container | NB |
| minimum order | |
| Brand Bid | Method 240 SL |

| Item #29: Derigo (by Bayer Environmental Science), price per ounce | Bid Price |
|---|-----------|
| 60 ounce container | \$ 8.17 |
| minimum order | 60 oz |
| Brand Bid | Derigo |

| Item #30: Telar XP (by Bayer Environmental Science), price per ounce | Bid Price |
|---|-----------|
| 16 ounce container | \$ 13.85 |
| minimum order | 64 oz |
| Brand Bid | Telar XP |

| *Item #43: EcoMIGHT price per gallon | Bid Price |
|---|-----------|
| 1 gallon container | NB |
| minimum order | |
| 2.5 gallon container | NB |
| minimum order | |
| 55 gallon container | NB |
| minimum order | |
| Brand Bid | |

Vendor Name: ↓

VM Distribution Partners

Insecticides

| Item #31: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case | Bid Price |
|---|-----------|
| 1 case/400 | NB |
| minimum order | |
| Item #32: Altosid XR (Mosquito Larvicide and Pupicide), price per carton | Bid Price |
| 1 case/220 | NB |
| minimum order | |
| Item #33: Big Foot Dye SS, price per quart | Bid Price |
| 1 quart container | NB |
| minimum order | |
| Item #34: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon | Bid Price |
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 5 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 15 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 55 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 250 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 275 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |

Vendor Name: ↓
VM Distribution Partners

| Item #35: Mosquitomist One ULV, price per gallon | Bid Price |
|---|------------------|
| 30 gallon container | NB |
| minimum order | |
| returnable | |
| 55 gallon container | NB |
| minimum order | |
| returnable | |
| 275 gallon container | NB |
| minimum order | |
| returnable | |

| Item #36: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon | Bid Price |
|---|------------------|
| returnable | |
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |
| 5 gallon container | NB |
| minimum order | |
| returnable | |
| 30 gallon container | NB |
| minimum order | |
| returnable | |
| 55 gallon container | NB |
| minimum order | |
| returnable | |

Vendor Name: ↓
VM Distribution Partners

| Item #37: Duet by Clarke Mosquito Control, price per gallon | Bid Price |
|--|-----------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 5 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 30 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 55 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |
| 275 gallon container | NB |
| minimum order | |
| returnable | |
| Brand Bid | |

| Item #38: Mosquito Master 4-12, price per gallon | Bid Price |
|---|-----------|
| 30 gallon container | NB |
| minimum order | |
| 55 gallon container | NB |
| minimum order | |
| 275 gallon container | NB |
| minimum order | |

| Item #39: 1% Solution, Drift Control Agent, price per gallon | Bid Price |
|---|-----------|
| 1 gallon container | NB |
| minimum order | |
| returnable | |
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |

Vendor Name: ↓
VM Distribution Partners

| Item #40: Droplex, Deposition Aid and Drift Control Agent, price per gallon | Bid Price |
|--|------------------|
| 1 gallon container | NB |
| minimum order | |
| returnable | |

| Item #41: Liberate by Loveland Products, Inc., price per gallon | Bid Price |
|--|------------------|
| 2.5 gallon container | NB |
| minimum order | |
| returnable | |

| Item #42: Natular DT Tablet Residential, 600/case, price per case | Bid Price |
|--|------------------|
| 600 tablet case | NB |
| minimum order | |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2021-720839

Date Filed:
 02/25/2021

Date Acknowledged:
 03/23/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 VM Distribution Partners Div of Asplundh Tree Expert Co.
 Newton, MS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 B21-049
 Weed, Brush & Insect Supplies

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)