Fort Bend County Tabulation

Bid 22-052

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

Term: April 1, 2022 through March 31, 2023

Recommendation: Low Bidder per Item

Herbicides

Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	$ 28.59	No Bid	$ 17.00	$ 58.13	No Bid	$ 94.62
minimum order		180 gallons		5 gallons			No
returnable		No		No			2 X 2.5 gallons
30 gallon container	No Bid	$ 28.20	No Bid	$ 16.00	$ 707.56	No Bid	No Bid
minimum order		120 gallons		30 gallons			
returnable		No		No			
270 gallon container	No Bid	$ 28.20	No Bid	$ 16.00	$ 6,000.00	No Bid	No Bid
minimum order		265 gallons		265 gallons			
returnable		No		Yes			

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	$ 74.50	No Bid	$ 71.00	$ 183.69	No Bid	$ 109.51
minimum order		15 gallons		5 gallons			2 X 2.5 gallons
returnable		No		No			No
5 gallon container	No Bid	No Bid	No Bid	No Bid	$ 368.38	No Bid	No Bid
minimum order							
returnable							
15 gallon container	No Bid	No Bid	No Bid	$ 70.00	$ 1,122.00	No Bid	No Bid
minimum order				15 gallons			
returnable				No			
30 gallon container	No Bid	No Bid	No Bid	No Bid	$ 2,044.00	No Bid	No Bid
minimum order							
returnable							
250 gallon container	No Bid	No Bid	No Bid	No Bid	$ 18,000.00	No Bid	No Bid
minimum order							
returnable							

Item #3: Dupont Oust Extra, price per pound	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
4 pound container	No Bid	$ 26.69	No Bid	$ 36.96	$ 140.00	No Bid	$ 96.80
minimum order		32 lbs		4 lbs			8 each 3 lbs container
12 pound container	No Bid	$ 26.69	No Bid	No	$ 396.00	No Bid	No Bid
minimum order		24 lbs					
25 pound container	No Bid	No Bid	No Bid	No Bid	$ 835.00	No Bid	No Bid
minimum order							

Item #4: Escort, price per Ounce	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 oz. container	No Bid	No Bid	No Bid	No Bid	$ 2.09	No Bid	No Bid
minimum order							
8 oz. container	No Bid	$ 2.59	No Bid	$ 4.00	$ 16.72	No Bid	$ 7.26
minimum order		64 Oz		12/case			1
16 oz. container	No Bid	$ 2.59	No Bid	$ 4.00	$ 33.44	No Bid	No Bid
minimum order		64 Oz		4/case			
64 oz. container	No Bid	$ 2.40	No Bid	No Bid	$ 133.76	No Bid	No Bid
minimum order		64 Oz					
Brand Bid							Lesco Mansion

Item #5: Garlon 3A, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	$ 55.89	No Bid	$ 52.10	$ 159.50	No Bid	$ 106.50
minimum order		50 gallons		5 gallons			2 X 2.5 gallons
returnable		No		No			No
5 gallon container	No Bid	$ 52.59	No Bid	No Bid	$ 300.00	No Bid	No Bid
minimum order		50 gallons					
returnable		No					
30 gallon container	No Bid	$ 52.59	No Bid	$ 52.10	$ 1,850.00	No Bid	No Bid
minimum order		30 gallons		30 gallons			
returnable		No		No			

Item #6: Garlon 4 Ultra, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	$ 68.95	No Bid	$ 74.15	$ 180.00	No Bid	No Bid
minimum order		50 gallons		5 gallons			
returnable		No		No			

Item #7: Glyphosate 41%+14% Surfactant, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	$ 34.00	$ 81.00	No Bid	$ 53.81
minimum order				5 gallons			2 X 2.5 gallons
returnable				No			No
Brand Bid				Ranger Pro	Makaze		Ranger Pro
5 gallon container	No Bid	No Bid	No Bid	No Bid	$ 160.25	No Bid	No Bid
minimum order							
returnable							
Brand Bid					Makaze		
30 gallon container	No Bid	No Bid	No Bid	$ 33.00	$ 951.00	No Bid	$ 52.11
minimum order				30 gallons			1
returnable				No			No
Brand Bid				Ranger Pro	Makaze		Ranger Pro
275 gallon container	No Bid	No Bid	No Bid	No Bid	$ 8,700.00	No Bid	No Bid
minimum order							
returnable							
Brand Bid					Makaze		
265 gallon container	No Bid	No Bid	No Bid	$ 32.00	$ 8,699.00	No Bid	$ 48.26
minimum order				265 gallons			1
returnable				yes			No
Brand Bid				Ranger Pro			Ranger Pro

Item #8: MSMA 6 Plus 47.60% Active, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	$ 33.25	$ 80.58	No Bid	$ 52.87
minimum order				5 gallons			2 X 2.5 gallons
returnable				No			No

Item #9: Milestone VM, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	$ 305.00	No Bid	$ 300.00	$ 750.00	No Bid	$ 552.13
minimum order		10 gallons		5 gallons			2 X 2.5 gallons
returnable		No		No			No

Item #10: Outrider, price per ounce	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
20 oz. container	No Bid	$13.98	No Bid	$ 285.00	$325.60	No Bid	No Bid
minimum order		20 OZ.		1 bottle			

Item #11: Pro-Mate Accuracy 30%, price per guart	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 quart container	No Bid	No Bid	No Bid	$ 12.65	$ 20.00	No Bid	No Bid
minimum order				12/case			
returnable				No			

Item #12: Rodeo Herbicide, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	$ 81.25	No Bid	No Bid
minimum order							
returnable							

Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance techNology surfactant, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	$ 38.60	$ 96.00	No Bid	$ 67.82
minimum order				5 gallons			2 X 2.5 gallons
returnable				No			No
30 gallon container	No Bid	No Bid	No Bid	$ 37.60	$ 1,115.00	No Bid	$ 64.66
minimum order				30 gallons			1
returnable				No			No

Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 gallon container	No Bid	No Bid	No Bid	No Bid	$ 10.99	No Bid	$ 21.63
minimum order							1
returnable							No
2.5 gallon container	No Bid	No Bid	No Bid	$ 15.00	$ 25.25	No Bid	$ 20.82
minimum order				5 gallons			1
returnable				No			No
30 gallon container	No Bid	No Bid	No Bid	No Bid	$ 299.70	No Bid	$ 20.57
minimum order							1
returnable							No
Brand Bid				Inlet	Brewer		Lesco 90/10

Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	$ 39.80	No Bid	No Bid
minimum order							
returnable							
Brand Bid					LPI		

Item #16: Tordon 22K, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	$ 65.90	No Bid	$ 59.95	$ 198.00	No Bid	No Bid
minimum order		50 gallons		5 gallons			
returnable		No		No			
5 gallon container	No Bid	$ 65.90	No Bid	No Bid	$ 396.00	No Bid	No Bid
minimum order		50 gallons					
returnable		No					
30 gallon container	No Bid	$ 65.90	No Bid	No Bid	$ 2,376.00	No Bid	No Bid
minimum order		60 gallons					
returnable		No					
250 gallon container	No Bid	No Bid	No Bid	No Bid	$ 19,800.00	No Bid	No Bid
minimum order							
returnable							

Item #17: Opensight by Dow AgroScience, price per ounce	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
20 oz bottle container	No Bid	$ 89.40	No Bid	$ 5.30	$ 118.25	No Bid	No Bid
minimum order		1 Case		1 bottle			
Brand Bid		Opensight		Opensight			
1.25 pound container	No Bid	$ 89.40	No Bid	$ 5.30	$ 118.25	No Bid	No Bid
minimum order		1 Case		12/case			
Brand Bid		Opensight		Opensight			
10 pound container	No Bid	$ 89.40	No Bid	No Bid	$ 946.00	No Bid	No Bid
minimum order		10 lbs					
Brand Bid		Opensight					

Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	$ 21.40	$ 68.60	No Bid	No Bid
minimum order				5 gallons			
returnable				No			

Item #19: Hardball, 2,4-D Acid, No Subs price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	$ 35.00	$ 62.47	No Bid	No Bid
minimum order				5 gallons			
returnable				No			
30 gallon container	No Bid	No Bid	No Bid	No Bid	$ 61.00	No Bid	No Bid
minimum order							
returnable							

Item #20: Plateau, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 gallon container	No Bid	$ 132.00	No Bid	$ 125.00	$ 114.00	No Bid	$ 199.11
minimum order		20		2 gallons			4 X 1 gallons
returnable		No		No			No

Item #21: Droplex Xtra, No Subs price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	$ 54.95	No Bid	No Bid
minimum order							
returnable							

Item #22: Vastlan, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	$ 92.00	No Bid	$ 82.00	$ 230.00	No Bid	No Bid
30 gallon container	No Bid	$ 92.00	No Bid	$ 82.00	$ 2,760.00	No Bid	No Bid
minimum order		2.5 gallons - 10 gallons		5 gallons			
returnable		No		No			

Item #23: Trycera Selective Herbicide, No Subs price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	$ 85.00	$ 195.00	No Bid	No Bid
minimum order				5 gallons			
returnable				No			
265 gallon container	No Bid	No Bid	No Bid	$ 78.50	$ 190.00	No Bid	No Bid
minimum order				265.00			
returnable				yes			

Item #24: Dow Frequency, Bareground Herbicide, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 gallon container	No Bid	No Bid	No Bid	$ 566.00	$ 607.00	No Bid	No Bid
minimum order				2 gallons			
returnable				No			

Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	$ 102.50	No Bid	No Bid
minimum order							
returnable							

Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	$ 87.50	No Bid	$ 26.21
minimum order							2 X 2.5 gallons
returnable							No

Item #27: Roundup Custom price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	$ 41.85	$ 102.50	No Bid	$ 109.24
minimum order				5 gallons			72 X 2.5 gallons
Brand Bid				Roundup Custom	RoundUp Custom		Roundup
returnable				No			No

Item #28: Method 240SL, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container		$ 322.56	No Bid	$ 322.56	$ 806.40	$322.56	No Bid
minimum order		5 gallons		5 gallons		2.5 gallons Container	
20 gallon container	No Bid	No Bid	No Bid	No Bid	$ 6,451.20	No Bid	No Bid
minimum order							
Brand Bid		Method 240 SL		Method 240SL	Method 240SL	Method 240 SL	

Item #29: Derigo (by Bayer Environmental Science), price per ounce	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
60 ounce container	No Bid	$ 8.33	No Bid	$ 8.33	$ 499.80	$8.33	No Bid
minimum order		60 Ounces		4 containers		60 ouce container	
Brand Bid		Derigo		Derigo	Derigo	Derigo	

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
16 ounce container	No Bid	$ 11.39	No Bid	$ 16.50	$ 247.20	No Bid	No Bid
minimum order		64 Ounces		1 container			
Brand Bid		Telar		Telar XP	Telar XP		

Item #31: EcoMIGHT price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order							
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order							
55 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order							
Brand Bid							

Insecticides

Item #32: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 case/400	No Bid	No Bid	$ 500.00	No Bid	No Bid	$ 500.00	$ 960.38
minimum order			1 case			1 case	1 case

Item #33: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 case/220	No Bid	No Bid	$ 787.60	No Bid	No Bid	$ 787.60	No Bid
minimum order			1 case			1 case	

Item #34: Big Foot Dye SS, price per quart	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 quart container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 20.50
minimum order							12

Item #35: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	$ 26.33	No Bid	$ 28.00	No Bid	No Bid	$ 24.50	No Bid
minimum order	5 gallon pail		2-1/2 gallons			2.5 gallons	
returnable	No		No			No	
Brand Bid	PermaSease 4-4		Biomist 4-4			Perm X 4-4	
5 gallon container	No Bid	No Bid	$ 28.00	No Bid	No Bid	$ 24.50	No Bid
minimum order			2x2-1/2 gallon			5 gallons	
returnable			No			No	
Brand Bid			Biomist 4-4			Perm X 4-4	
15 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order							
returnable							
Brand Bid							
30 gallon container	No Bid	No Bid	$ 28.00	No Bid	No Bid	$ 20.65	No Bid
minimum order			30 gallon drum			30 gallons	
returnable			Yes			No	
Brand Bid			Biomist 4-4			Perm-X 4-4	
55 gallon container	$ 24.89	No Bid	$ 28.00	No Bid	No Bid	$ 20.65	No Bid
minimum order	55 gallon drum		55 gallon drum			55 gallons	
returnable	No		Yes			No	
Brand Bid	PermaSease 4-4		Biomist 4-4			Perm X 4-4	
250 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	$ 20.89	No Bid
minimum order							
returnable						No	
Brand Bid						Perm X 4-4	
275 gallon container	$ 23.75	No Bid	$ 28.00	No Bid	No Bid	$ 18.65	No Bid
minimum order	275 gallon tote		275 gallon tote			275 gallons	
returnable	No		Yes			No	
Brand Bid	PermaSease 4-4		Biomist 4-4			Perm X 4-4	

Item #36: Mosquitomist One ULV, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
30 gallon container	No Bid	No Bid	$ 69.26	No Bid	No Bid	No Bid	No Bid
minimum order			1 - 30 gallon drum				
returnable			Yes				
55 gallon container	No Bid	No Bid	$ 68.02	No Bid	No Bid	No Bid	No Bid
minimum order			1 - 55 gallon drum				
returnable			Yes				
275 gallon container	No Bid	No Bid	$ 63.38	No Bid	No Bid	No Bid	No Bid
minimum order			1 - 275 gallon tote				
returnable			Yes				

Item #37: PyreNone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No bid	No bid	No bid	No bid	No bid	No Bid	No bid
minimum order							
returnable							
5 gallon container	$ 237.88	No bid	$ 299.64	No bid	No bid	$ 206.84	No bid
minimum order	5 gallon pail		1 - 5 gallon			5 gallon	
returnable	No: Brand Evergreen 5-		No			No	
30 gallon container	No bid	No bid	$ 295.88	No bid	No bid	$ 203.10	No bid
minimum order			1 - 30 gallon drum			30 gallon	
returnable			No			No	
55 gallon container	$ 222.12	No bid	$ 289.39	No bid	No bid	$ 194.02	No bid
minimum order	55 gallon drum		1 - 55 gallon drum			55 gallon	
returnable	No: Brand Evergreen 5-		No			No	

Item #38 Duet by Clarke Mosquito Control, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	$ 188.95	No Bid	No Bid	No Bid	No Bid
minimum order			2-1/2 gallon				
returnable			No				
Brand Bid			Duet				
5 gallon container	No Bid	No Bid	$ 188.95	No Bid	No Bid	No Bid	No Bid
minimum order			2x2-1/2 gallon				
returnable			No				
Brand Bid			Duet				
30 gallon container	No Bid	No Bid	$ 186.45	No Bid	No Bid	No Bid	No Bid
minimum order			1 - 30 gallon drum				
returnable			Yes				
Brand Bid			Duet				
55 gallon container	No Bid	No Bid	$ 178.82	No Bid	No Bid	No Bid	No Bid
minimum order			1 - 55 gallon drum				
returnable			Yes				
Brand Bid			Duet				
275 gallon container	No Bid	No Bid	$ 177.05	No Bid	No Bid	No Bid	No Bid
minimum order			1 - 275 gallon tote				
returnable			Yes				
Brand Bid			Duet				

Item #39: Mosquito Master 4-12, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
30 gallon container	No Bid	No Bid	$ 62.30	No Bid	No Bid	No Bid	No Bid
minimum order			1 - 30 gallon drum				
55 gallon container	No Bid	No Bid	$ 61.10	No Bid	No Bid	No Bid	No Bid
minimum order			1 - 55 gallon drum				
275 gallon container	No Bid	No Bid	$ 61.18	No Bid	No Bid	No Bid	No Bid
minimum order			1 - 275 gallon tote				

Item #40: 1% Solution, Drift Control Agent, price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 32.12
minimum order							1
returnable							No
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order							
returnable							

Item #41: Droplex, Deposition Aid and Drift Control Agent, price per gallon A387	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
1 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order							
returnable							

Item #42: Liberate by Loveland Products, Inc., price per gallon	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order							
returnable							

Item #43: Natular DT Tablet Residential, 600/case, price per case	Adapco LLC. Lake Mary, FL	Asplundh Tree Expert Co. dba VM Distribution Partners Newton, MS	Clarke Mosquito Control Products, Inc. St. Charles, IL	Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Stafford, TX
600 tablet case	No Bid	No Bid	$ 274.00	No Bid	No Bid	No Bid	No Bid
minimum order			1 case				

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
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	x Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization		Age in Business? 76 yrs
Publicly Traded Business	x No ___ 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 or 870-448-5414 Fax: 601-683-6904 or 870-448-3780		
Contact Person	GEORGE PHILLIPS		
E-mail	gphillips@VMDISTRIBUTIONPARTNERS.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 ☐	**Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____	Cert Date / Exp Date
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 x		
NAICs codes (Please enter all that apply)	424910		
Signature of Authorized Representative	Will McMillan		
Printed Name	Will McMillan		
Title	Vice President		
Date	Feb. 10, 2022		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Weed, Brush and Insect Control Chemicals
BID 22-052

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, February15, 2022
2:00 PM (Central)

LABEL ENVELOPE:

BID 22-052
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
Assistant County Purchasing Agent
cheryl.krejci@fortbendcountytx.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: 01/15/22
Issued: 01/30/22

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.

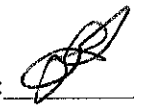
1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document 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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: 

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytx.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, February 8, 2022 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.

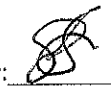
1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

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.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: 

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.

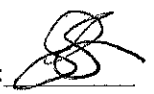
1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be 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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: 

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.

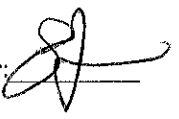
1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed 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 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

Initials of Bidder: 

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 provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: 

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.

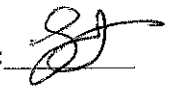
1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

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 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

Initials of Bidder: 

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 three (3) 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 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

Initials of Bidder: 

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.

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

Initials of Bidder: 

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 equity.

Initials of Bidder: 

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 trace 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 though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: 

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 all vendors meeting or exceeding specifications to provide Weed, Brush and Insect Control Chemicals as stated herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2022 through March 31, 2023** renewable annually for four (4) years (through 30 March 2027) 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: B22-052.

5.2.3 Description is the title of the solicitation: Weed, Brush & Insect Chemicals.

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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, 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.

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the

Initials of Bidder: 

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 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.

11.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein 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 Storm Water Management Program

Initials of Bidder: 

Contract Sheet
Bid 22-052

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 22 day of March, 20 22, 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 Asplundh Tree Expert LLC DBA VM Dist. Partners (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Weed, Brush, and Insect Control Chemicals.** 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 22nd day of March 20 22.

Fort Bend County, Texas

By: KP George
County Judge KP George
County Judge, KP George

By: Will McMillan
Signature of Contractor

By: Will McMillan VP
Printed Name and Title

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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:
☐ 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. 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.)
805 Decatur St.

Requester's name and address (optional)

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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** ▶ 2-10-2022

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.): 23-1277550

Company Name submitting Bid/Proposal: Aplundh Tree Expert (DBA VM Distribution Partners)

Mailing Address: 805 Decatur St. 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.)

Fort Bend County Tax Acct. No.*	Property address or location**

** 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
[Company Name]
§2252.001.

I certify that VM Distribution Partners is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is Newton, MS.
[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 2-10-2022

Contractor Signature Date

Will McMillan

Printed Name

V.P.

Title

Fort Bend County Pricing Form
Bid 22-052
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2022 through March 31, 2023

	Vendor Name: ↓
Herbicides	**VM Dist Partners**
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Bid Price**
2.5 gallon container	$ 28.59
minimum order	180 gal
returnable	No
30 gallon container	$ 28.20
minimum order	120 gal
returnable	No
270 gallon container	$ 28.20
minimum order	265 Gal
returnable	No

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	**Bid Price**
2.5 gallon container	$ 74.50
minimum order	15 Gal
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	$ 26.69
minimum order	32 Lbs
12 pound container	$ 26.69
minimum order	24 Lbs
25 pound container	
minimum order	

	Vendor Name: ↓ VM DIST PARTNERS
Item #4: Escort, price per Ounce	**Bid Price**
1 oz. container	
minimum order	
8 oz. container	$ 2.59
minimum order	64 Oz
16 oz. container	$ 2.59
minimum order	64 Oz
64 oz. container	$ 2.40
minimum order	64 Oz

Item #5: Garlon 3A, price per gallon	**Bid Price**
2.5 gallon container	$ 55.89
minimum order	50 Gal
returnable	No
5 gallon container	$ 52.59
minimum order	50 Gal
returnable	No
30 gallon container	$ 52.59
minimum order	30 gal
returnable	No

Item #6: Garlon 4 Ultra, price per gallon	**Bid Price**
Lawson # 8935	
2.5 gallon container	$ 68.95
minimum order	50 Gal
returnable	No

	Vendor Name: ↓
	VM Dist Partners
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	NB
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	NB
minimum order	
returnable	

Item #9: Milestone VM, price per gallon	**Bid Price**
2.5 gallon container	$ 305.00
minimum order	10 Gal
returnable	No

Item #10: Outrider, price per ounce	**Bid Price**
20 oz. container	$13.98
minimum order	20 OZ.

Item #11: Pro-Mate Accuracy 30%, price per guart	**Bid Price**
1 quart container	NB
minimum order	
returnable	

	Vendor Name: ↓
	VM Dist Partners
Item #12: Rodeo Herbicide, price per gallon	**Bid Price**
2.5 gallon container	NB
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	NB
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	NB
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	NB
minimum order	
returnable	
Brand Bid	

	Vendor Name: ↓
	VM Dist Partners
Item #16: Tordon 22K, price per gallon	**Bid Price**
2.5 gallon container	$ 65.90
minimum order	50 gal
returnable	No
5 gallon container	$ 65.90
minimum order	50 gal
returnable	No
30 gallon container	$ 65.90
minimum order	60 gal
returnable	No
250 gallon container	
minimum order	
returnable	

Item #17: Opensight by Dow AgroScience, price per ounce	**Bid Price**
20 oz bottle container	$89.400
minimum order	1 Case
Brand Bid	Opensight
1.25 pound container	$89.400
minimum order	1 Case
Brand Bid	Opensight
10 pound container	$89.400
minimum order	10 lbs
Brand Bid	Opensight

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

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

	Vendor Name: ↓
	VM Dist Partners
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	$ 132.00
minimum order	20.00
returnable	No

Item #21: Droplex Xtra, No Subs 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	$ 92.00
30 gallon container	$ 92.00
minimum order	2.5 gal - 10 gal min
returnable	No

Item #23: Trycera Selective Herbicide, No Subs 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: ↓
	VM Dist Partners
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	NB
minimum order	
Brand Bid	
returnable	

Item #28: Method 240SL, price per gallon	**Bid Price**
2.5 gallon container	$ 322.56
minimum order	5 gal
20 gallon container	
minimum order	
Brand Bid	Method 240 SL

Item #29: Derigo (by Bayer Environmental Science), price per ounce	**Bid Price**
60 ounce container	$ 8.33
minimum order	60 Ounces
Brand Bid	Derigo

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	**Bid Price**
16 ounce container	$ 11.39
minimum order	64 Ounces
Brand Bid	Telar

Item #31: EcoMIGHT price per gallon	**Bid Price**
1 gallon container	NB
minimum order	
2.5 gallon container	
minimum order	
55 gallon container	
minimum order	
Brand Bid	

Insecticides	Vendor Name: ↓
Item #32: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	
minimum order	

Item #33: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	
minimum order	

Item #34: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	
minimum order	

Item #35: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	**Bid Price**
2.5 gallon container	
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 #36: Mosquitomist One ULV, price per gallon	**Bid Price**
30 gallon container	
minimum order	
returnable	
55 gallon container	
minimum order	
returnable	
275 gallon container	
minimum order	
returnable	

Item #37: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	**Bid Price**
returnable	
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 #38 Duet by Clarke Mosquito Control, price per gallon	**Bid Price**
2.5 gallon container	
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 #39: Mosquito Master 4-12, price per gallon	**Bid Price**
30 gallon container	
minimum order	
55 gallon container	
minimum order	
275 gallon container	
minimum order	

Item #40: 1% Solution, Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	
minimum order	
returnable	
2.5 gallon container	
minimum order	
returnable	

	Vendor Name: ↓
Item #41: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	
minimum order	
returnable	

Item #42: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	
minimum order	
returnable	

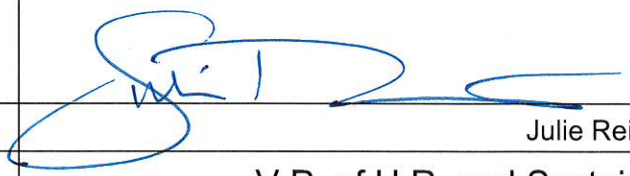
Item #43: Natular DT Tablet Residential, 600/case, price per case	**Bid Price**
600 tablet case	
minimum order	

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
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	x Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization		Age in Business?
Publicly Traded Business	x No ___ Yes Ticker Symbol _____		
Remittance Address	16277 Collections Center Drive		
City/State/Zip	Chicago, IL 60693		
Physical Address	675 Sidwell Court		
City/State/Zip	St. Charles, IL 60174		
Phone/Fax Number	Phone: 800-323-5727 Fax: 630-443-3070		
Contact Person	Doug Carroll		
E-mail	customercare@clarke.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 ☐	**Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____	Cert Date / Exp Date
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 x		
NAICs codes (Please enter all that apply)	325320		
Signature of Authorized Representative			
Printed Name	Julie Reiter		
Title	V.P. of H.R. and Sustainable Development		
Date	February 10th, 2022		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Weed, Brush and Insect Control Chemicals
BID 22-052

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, February15, 2022
2:00 PM (Central)

LABEL ENVELOPE:

BID 22-052
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
Assistant County Purchasing Agent
cheryl.krejci@fortbendcountytx.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: 01/15/22
Issued: 01/30/22

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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: _____

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytx.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, February 8, 2022 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.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: 

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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: 

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 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

Initials of Bidder: 

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 provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: 

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 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

Initials of Bidder: _____

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 three (3) 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 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

Initials of Bidder: _____

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.

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

Initials of Bidder: 

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 equity.

Initials of Bidder: _____

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 trace 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 though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: _____

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 all vendors meeting or exceeding specifications to provide Weed, Brush and Insect Control Chemicals as stated herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2022 through March 31, 2023** renewable annually for four (4) years (through 30 March 2027) 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: B22-052.

5.2.3 Description is the title of the solicitation: Weed, Brush & Insect Chemicals.

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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, 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.

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the

Initials of Bidder: _____

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 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.

11.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein 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 Storm Water Management Program

Initials of Bidder: _____

Contract Sheet
Bid 22-052

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 22 day of March, 2022, 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 **Weed, Brush, and Insect Control Chemicals.** 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 22nd day of March 20 22.

Fort Bend County, Texas

By: KP George
County Judge KP George
County Judge, KP George

By: _____
Signature of Contractor

By: Julie Reiter, V.P. of H.R. & Sustainable Development
Printed Name and Title

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.

Clarke Mosquito Control Products, 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.

675 Sidwell Court

Requester's name and address (optional)

6 City, state, and ZIP code

St. Charles, IL 60174

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 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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** ▶ Carrie Nielsen | **Date** ▶ 2022

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 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)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	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*
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.: BID 22-052

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

Taxpayer Identification Number (T.I.N.): 36-3672438

Company Name submitting Bid/Proposal: Clarke Mosquito Control Products, Inc.

Mailing Address: 675 Sidwell Court St. Charles, IL 60174

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.)

Fort Bend County Tax Acct. No.*	Property address or location**
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
[Company Name]
§2252.001.

I certify that Clarke Mosquito Control Products, Inc. is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is St. Charles, IL.
[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:

Clarke Mosquito Control Products, Inc.

_____ (Company/Contractor)

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

_____ 2/10/2022

Contractor Signature Date

Julie Reiter

Printed Name

Zoecon Altosid Briquets

Safety Data Sheet

Date of issue: 11/01/2003 Revision date: 04/14/2020 Supersedes: 07/23/2015 Version: 1.0

SECTION 1: Identification

1.1. Identification

Product form : Mixture

Trade name : Zoecon Altosid Briquets

Synonyms : EPA Reg. No.: 2724-375, 37060F, 37090C, ProLink Briquets

1.2. Recommended use and restrictions on use

Recommended use : Insect growth regulator.

Restrictions on use : Avoid contact with eyes and clothing. Do not use or store near heat or open flame. Keep out of reach of children.

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
Combustible Dust	May form combustible dust concentrations in air

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) : May form combustible dust concentrations in air
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 eye irritation persists: Get medical advice/attention.
If exposed or concerned: Get medical advice/attention.
Store locked up.
Dispose of contents/container to in accordance with local/regional/national/international regulations.

Supplemental information : Exposure to silica dust from the finished product is not expected to occur due to the manner in which the constituents are bound. Finished product is not considered carcinogenic.

2.3. Other hazards which do not result in classification

Other hazards not contributing to the classification : Under United States Regulations (29 CFR 1910.1200 - Hazard Communication Standard), this product is considered hazardous.

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 Technical	(CAS-No.) 65733-16-6	8.62
Silica, crystalline - quartz	(CAS-No.) 14808-60-7	< 0.73
Plaster of paris	(CAS-No.) 26499-65-0	71.84
Activated Carbon	(CAS-No.) 7440-44-0	17.53
Non-hazardous and/or does not meet criteria for classification	(CAS-No.) N/A	Balance

SECTION 4: First-aid measures

4.1. Description of first aid measures

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 : Causes mild eye irritation.

Chronic symptoms : May cause cancer.

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 : Carbon dioxide. Water spray. Dry chemical. Foam.

Unsuitable extinguishing media : Avoid heavy hose streams.

5.2. Specific hazards arising from the chemical

Explosion hazard : Dust cloud can be ignited by a spark. Fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard.

Reactivity : This material is friable and can create small dust particles during any handling, processing, and transfer operations. This material can form explosive dust/air suspensions that are ignitable under some conditions.

5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions : Combustible dust - use low-pressure medium fog streams to avoid dust clouds. Ventilate closed spaces before entering. Eliminate ignition sources.

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 : Evacuate unnecessary personnel. Contain spill and monitor for excessive dust accumulation. Turn off electric power to area. No flames, no sparks. Eliminate all sources of ignition. 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.

Emergency procedures : Contain spill and monitor for excessive dust accumulation. ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Ventilate closed spaces before entering. Turn off electric power to area. As an immediate precautionary measure, isolate spill or leak area for at least 100 meters (330 feet) in all directions. Evacuate area.

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Sweep or scoop spills, dispose of any unusable material in approved landfill. Dust deposits should not be allowed to accumulate on surfaces, as these may form an explosive mixture if they are released into the atmosphere in sufficient concentration. Non-sparking tools should be used. Use appropriate PPE.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid contact with skin, eyes and clothing. Wear personal protective equipment. Avoid dust formation. Dust deposits should not be allowed to accumulate on surfaces, as these may form an explosive mixture if they are released into the atmosphere in sufficient concentration. Take all necessary technical measures to avoid or minimize the release of the product on the workplace.

Hygiene measures : 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 in a well-ventilated place. Keep cool. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Keep container tightly closed. Store locked up.

Incompatible materials : Heat, sparks, open flame. Strong oxidizers.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Silica, crystalline - quartz (14808-60-7)		
ACGIH	ACGIH TWA (mg/m³)	0.025 mg/m³ (respirable particulate matter)
OSHA	OSHA PEL (TWA) (mg/m³)	50 µg/m³
IDLH	US IDLH (mg/m³)	50 mg/m³ (respirable dust)
NIOSH	NIOSH REL (TWA) (mg/m³)	0.05 mg/m³ (respirable dust)

Plaster of paris (26499-65-0)		
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
NIOSH	NIOSH REL (TWA) (mg/m³)	10 mg/m³ (total dust) 5 mg/m³ (respirable dust)

Activated Carbon (7440-44-0)		
ACGIH	ACGIH TWA (mg/m³)	10 mg/m³ Inhalable; 3 mg/m3 Respirable
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ Total dust; 5 mg/m3 Repirable

8.2. Appropriate engineering controls

Appropriate engineering controls : Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values. It is recommended that dust control equipment such as local exhaust ventilation and material transport systems involved in handling of this product contain explosion relief vents or an explosion suppression system or an oxygen-deficient environment.

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:

If prolonged exposure is anticipated, it is recommended for handlers to wear appropriate clothing to prevent skin contact.

Respiratory protection:

In case of insufficient ventilation, use NIOSH approved respiratory protection.



SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	:	Solid
Appearance	:	Gray to black solid
Color	:	Gray to black
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	:	Not applicable
Bulk density	:	1.04 g/cc (64.9 lb/ft3)
Solubility	:	No data available
Partition coefficient n-octanol/water (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	:	Combustible Dust
Oxidizing properties	:	Not applicable

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

This material is friable and can create small dust particles during any handling, processing, and transfer operations. This material can form explosive dust/air suspensions that are ignitable under some conditions.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

Hazardous polymerization will not occur. May form combusitble dust concentrations in the air.

10.4. Conditions to avoid

Avoid dust formation. Heat. No flames, no sparks. Eliminate all sources of ignition.

10.5. Incompatible materials

Heat, sparks, open flame. Strong oxidizing agents.

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 Briquets	
LD50 oral	> 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 (oral)	Not classified
Acute toxicity (dermal)	Not classified
Acute toxicity (inhalation)	Not classified
Skin corrosion/irritation	Not classified
Serious eye damage/irritation	Causes eye irritation.
Respiratory or skin sensitization	Not classified
Germ cell mutagenicity	Not classified
Carcinogenicity	May cause cancer.
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 health effects

Inhalation

Acute : Exposure to dust may cause respiratory irritation. Acute Silicosis can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as a few months. The symptoms of acute silicosis include progressive shortness of breath, fever, cough and weight loss.

Chronic : Repeated and prolonged exposure to crystalline silica containing materials may cause irritation and/or lung damage silicosis, fibrosis, inflammation, cancer.

Skin

Acute : Exposure to dust may cause mechanical irritation.

Eye

Acute : Causes mild eye irritation.

Ingestion

Acute : Under normal conditions of use, no health effects are expected.

Mutagenicity : (s)-Methoprene has been tested and found negative for mutagenicity potential.

Carcinogenicity : (s)-Methoprene is not classified as a carcinogen by NTP, IARC or OSHA. Crystalline silica (quartz) inhaled from occupational sources is classified as carcinogenic to humans. 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 and does not cause birth defects.

SECTION 12: Ecological information

12.1. Toxicity

(s)-Methoprene Technical (65733-16-6)	
LC50 Acute fish 1	0.76 mg/l (Exposure time: 96h - Rainbow trout)

(s)-Methoprene Technical (65733-16-6)	
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)
LC50 Acute crustacea 2	0.36 mg/l (Exposure time: 48h - Daphnia magna)
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

(s)-Methoprene Technical (65733-16-6)	
Persistence and degradability	(s)-Methoprene degrades rapidly in sunlight, both in water and on inert surfaces. The pesticide also is metabolized rapidly in soil and does not leach. Thus, it should not persist in soil or contaminate ground water.

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

(s)-Methoprene Technical (65733-16-6)	
Mobility in soil	Rapidly metabolized in soil under both aerobic and anaerobic conditions (half-life 10-14 days).

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 class(es)	Packing group	Environmental hazards
DOT	Not regulated	Not regulated	Not regulated	Not regulated	Not applicable
IMDG	Not regulated	Not regulated	Not regulated	Not regulated	Not applicable
IATA	Not regulated	Not regulated	Not regulated	Not regulated	Not applicable

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

Activated Carbon (7440-44-0)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

FIFRA Labelling	
EPA Registration Number	2724-375
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 Precautionary 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 and clothing. Wash thoroughly with soap and water after handling.

FIFRA 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. If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes.
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	: 01 November 2003
Revision date	: 14 April 2020
Supersedes	: 23 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® BRIQUETS

ZOËCON®

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	• 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	• 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.

ALTOSID® BRIQUET APPLICATION CHART

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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300506947

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March, 2010
Schaumburg, IL

Zoecon Altosid XR Extended Residual Briquets

Safety Data Sheet

Date of issue: 05/31/2017 Supersedes: 07/17/2015 Version: 1.1

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

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.

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/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
NIOSH	NIOSH REL (TWA) (mg/m³)	10 mg/m³ (total dust) 5 mg/m³ (respirable dust)

Silica, crystalline - quartz (14808-60-7)		
ACGIH	ACGIH TWA (mg/m³)	0.025 mg/m³ (respirable particulate matter)
OSHA	OSHA PEL (TWA) (mg/m³)	50 µg/m³
IDLH	US IDLH (mg/m³)	50 mg/m³ (respirable dust)
NIOSH	NIOSH REL (TWA) (mg/m³)	0.05 mg/m³ (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

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

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

			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

ZOËCON®

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	• 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	• 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 ft^2. 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 ft^2.

Coquillettidia and *Mansonia* spp.: For application to cattail marshes and water hyacinth beds. For control of these mosquitoes, place one **ALTOSID® XR BRIQUET** per 100 ft^2.

***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 ft^2 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

300507286

May, 2010
Schaumburg, IL

SECTION 1. Identification of the Substance/Mixture and of the Company

1.1 Product Identifier

Formulation Identifier: BIOMIST® 4 + 4 ULV

EPA Registration Number: 8329-35

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Relevant identified uses: Insecticide for control of adult mosquitoes, biting and non-biting midges, and blackflies

Uses advised against: See product label for use restrictions

1.3 Details of the Supplier of the Safety Data Sheet

Clarke Mosquito Control Products, Inc.
675 Sidwell Court
St. Charles, IL 60174 U.S.A.
+1 (630) 894-2000
Email: Clarke@clarke.com

1.4 Emergency Telephone Number

24-Hour Medical Emergency: POISON CONTROL Toll-free (800) 214 – 7753

24-Hour Transportation Emergency: INFOTRAC (800) 535-5053

SECTION 2. Hazards identification

United States (US)
According to OSHA 29 CFR 1910.1200 HCS (2012)

2.1 Classification of the Substance or Mixture

Aspiration Hazard: Category 1

Pictogram:



Signal Word: Danger

Hazard Statements: May be fatal if swallowed and enters airways.

Precautionary Statements:

PREVENTION: None

RESPONSE: If swallowed: Immediately call a poison control center or doctor. Do NOT induce vomiting.

STORAGE: Store locked up.

DISPOSAL: Dispose of contents and container in accordance with local/regional/national regulations.

2.2 Other Hazards Not Classifiable Under OSHA 2012 HCS

See product label for any additional hazards

SECTION 3. Composition/Information on Ingredients

3.1 Components

Substance Name	CAS No.	Concentration % w/w
Permethrin	52645-53-1	4.00
Piperonyl Butoxide	51-03-6	4.00
White Mineral Oil	8042-47-5	< 92.0

Ingredients not identified are non-hazardous and/or are not required to be disclosed pursuant to 29 CFR 1910.1200 (2012), and are withheld as trade secret.

SECTION 4. First Aid Measures

4.1 Description of First Aid Measures

If swallowed: 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 anything by mouth to an unconscious person.

4.2 Most Important Symptoms and Effects, Both Acute and Delayed.

See section 2 and/or section 11.

4.3 Indication of Immediate Medical Attention and Special Treatment

Treatment: Contains petroleum distillate. Gastric lavage is indicated if material was taken internally. May pose an aspiration pneumonia hazard. Appropriate supportive and symptomatic treatment is indicated by the patient's condition is recommended. For medical treatment information, contact the poison control hotline at 1-800-214-7753. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

SECTION 5. Fire-Fighting Measures

5.1 Extinguishing Media

Suitable Extinguishing Media: Carbon Dioxide (CO_2), Dry Chemical, Foam

Unsuitable Extinguishing Media: Water jet

5.2 Special Hazards Arising From the Substance or Mixture

Specific Hazards: Under fire conditions some components may decompose. Combustion products may include CO and NOx.

5.3 Special Protective Equipment and Precautions for Fire-Fighters

Protection Against Fire: Wear positive pressure, self-contained breathing apparatus and protective firefighting clothing (includes fire-fighting helmet, coat, pants, boots, and gloves).

Special Procedures: Treat as oil fire. Move container from fire area if it can be done without risk. Do not scatter spilled material with high-pressure water streams. Dike for later disposal. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

SECTION 6. Accidental Release Measures

6.1 Personal Precautions, Protective Equipment and Emergency Procedures

General Precautions: Use appropriate protection (see section 8)

Environmental Precautions: Prevent product from entering into drains and waterways. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Collect and dispose of this material and its container in accordance with national and regional regulations. If the product has contaminated surface water, inform the appropriate authorities. See Section 12 for additional ecological information.

6.2 Methods and Material for Containment and Cleaning Up

Clean Up Methods: Soak up with absorbent, non-combustible material, such as sand, silica gel, clay, or sawdust, while using appropriate personal protection equipment. Collect material in appropriate container for disposal.

SECTION 7. Handling and Storage

7.1 Precautions for Safe Handling

Handling: Keep out of reach of children. Do not take internally. Avoid contact with skin and eyes. Avoid inhalation of vapors from product. Do not take internally.

Hygiene Measures: Remove Personal Protective Equipment (PPE) immediately after handling this product. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove soiled clothing immediately and clean thoroughly before using again.

7.2 Conditions for Safe Storage, Including Any Incompatibilities

Storage: Product should be stored in compliance with local regulations. Store in a cool, dry, well-ventilated place in the original container. Protect from excessive heat and cold. Do not store near food, drink, animal feeding stuffs, pharmaceuticals, cosmetics or fertilizers. Keep out of reach of children.

SECTION 8. Exposure Controls / Personal Protection

These precautions are suggested for conditions where the potential for exposure exists. Emergency conditions may require additional precautions.

8.1 Control Parameters

Component Name	CAS No.	List/Source	Type	Value
Permethrin	52645-53-1	ACGIH	TWA	5 mg/m^3
		NIOSH	REL	5 mg/m^3
		OSHA	PEL	5 mg/m^3
White Mineral Oil	8042-47-5	ACGIH	TLV	5 mg/m^3 inhalable fraction
		NIOSH	REL	5 mg/m^3 form: mist
		OSHA	PEL	5 mg/m^3

8.2 Exposure controls

Engineering Controls: Use with adequate ventilation. Local exhaust ventilation may be necessary for some operations. Wash hands thoroughly after handling. Wash clothing before re-using.

Individual Protection Measures, such as Personal Protection Equipment:

Eye Protection: Safety Glasses, Goggles or Face Shield

Skin Protection:	Wear suitable protective clothing including long-sleeve shirt, long pants, shoes and socks. Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron.
Hand Protection:	Protective glove selection must be based on the user's assessment of the workplace hazards. Suitable protective chemical resistant materials include barrier laminate, nitrile, neoprene or Viton.
Respiratory Protection:	Not usually required. In instances where exposure limits are exceeded, wear a NIOSH-approved pesticide respirator with an organic-vapor removing cartridge with a prefilter approved for pesticides.

SECTION 9. Physical and Chemical Properties

9.1 Information on Basic Physical and Chemical Properties

Appearance:	Liquid
Color:	Pale Yellow
Odor:	Odorless
Odor Threshold:	Not Available
pH:	Not Available
Melting Point:	Not Applicable
Freezing Point:	Not Determined
Initial Boiling Point:	Not Determined
Flash Point:	>199° F
Evaporation Rate:	Not Determined
Flammability:	Not Determined
Explosion limits [U/L]:	Not Applicable
Vapor Pressure:	Not Determined
Vapor Density:	Not Determined
Relative Density:	7.28 lbs/gal
Solubility:	Not Determined
Partition Coefficient:	Not Determined
Auto-Ignition Temperature:	Not Determined
Viscosity:	28.54 cSt at 20° C (16.64 cSt at 40 °C)
Decomposition Temperature:	Not Available
Explosive Properties:	Not Available
Oxidizing Properties:	Not Available

SECTION 10. Stability and Reactivity

10.1 Reactivity

Not Available

10.2 Chemical Stability

Stable under normal conditions

10.3 Possibility of Hazardous Reactions

Hazardous Reactions: None under normal conditions

Hazardous Polymerization: Not known to occur

10.4 Conditions to avoid

Protect from direct sunlight and excessive heat.

10.5 Incompatible materials

Avoid contact with strong oxidizing agents, strong acids, strong bases

10.6 Hazardous decomposition products

None known under normal conditions of storage and use

SECTION 11. Toxicological information

11.1 Information on Likely Routes of Exposure

Ingestion: May be fatal if swallowed and enters airways due to petroleum distillate. Vomiting may cause aspiration pneumonia.

11.2 Information on Toxicological Effects

Acute Toxicity

Oral, Rat LD_{50}	> 5,000 mg/kg-bw
Dermal, Rat LD_{50}	> 2,000 mg/kg-bw
Inhalation, Rat LC_{50}	> 5.1 mg/L
Skin Corrosion/Irritation:	Not corrosive or irritating to the skin on acute exposure. Mild skin irritation or cracking may occur from prolonged or repeated exposure to this product.
Serious Eye Damage/Irritation:	Mild (transient) eye irritation may occur from direct exposure of the product in the eyes.
Skin Sensitization:	Not a skin sensitizer
STOT – Single exposure	No data is available to indicate product or any components present at greater than 0.1% present a specific target organ toxicity hazard from single exposure.

Chronic Toxicity/Effects

Germ Cell Mutagenicity	This product has not been tested. No data is available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic. For permethrin and for piperonyl butoxide, no mutagenic effect was found in various tests with microorganisms and mammalian cell culture.
Carcinogenicity	This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP. Permethrin and Piperonyl Butoxide are classified by IARC as Group 3: Not classifiable as to carcinogenicity to humans. Permethrin caused at high dose levels an increased incidence of tumors in mice in the following organ(s): liver, Lungs. The mechanism that triggers tumors in rodents is not relevant for the low exposures encountered under normal use conditions. Piperonyl butoxide was not carcinogenic in lifetime feeding studies in rats and mice.
Reproductive Effects:	No data is available to indicate product or any components present at greater than 0.1% cause reproductive or teratogenic toxicity. Permethrin did not cause reproductive toxicity in a two-generation study in rats. Piperonyl butoxide did not cause reproductive toxicity in a two-generation study in rats.

STOT – Repeated exposure	No data is available to indicate product or any components present at greater than 0.1% present a specific target organ toxicity hazard from repeat exposure Permethrin did not cause specific target organ toxicity in experimental animal studies. Piperonyl butoxide did not cause specific target organ toxicity in experimental animal studies.. Piperonyl butoxide did not cause specific target organ toxicity in experimental animal studies.

SECTION 12. Ecological Information

12.1 Ecotoxicity

Product specific data is not available. Data referenced is in relation to the active ingredients, Permethrin and Piperonyl Butoxide.

Toxicity to Fish:	Permethrin: 96-hr Acute LC_{50} 0.79 ppb, Bluegill Sunfish (*Lepomis macrochirus*) Piperonyl Butoxide: 96-hr Acute LC_{50} 6.12 ppm, Rainbow Trout (*Oncorhynchus mykiss*)
Toxicity to Aquatic Invertebrates:	Permethrin: 96-hr LC_{50} 0.019 ppb, Mysid Shrimp (*Americamysis bahia*) Piperonyl Butoxide: 96-hr LC_{50} 0.49 ppm, Mysid Shrimp (*Americamysis bahia*)
Toxicity to Aquatic Plants:	Permethrin: 72-hr EC_{50} 0.5 mg/L, Algae Piperonyl Butoxide: 72-hr EC_{50} > 9.1 mg/L, Algae

12.1 Persistence and Degradability

Product specific data not available. Data referenced is in relation to the active ingredients, Permethrin and Piperonyl Butoxide.

Biodegradability:	Not rapidly biodegradable.
Partition Coefficient, K_{oc}:	Permethrin: 100,000 Piperonyl Butoxide: 399 - 830
Bioaccumulation:	Bioconcentration (BCF) Permethrin: 300 Bioconcentration (BCF) Piperonyl Butoxide: 2,175
Mobility in Soil:	Permethrin: Immobile in soil Piperonyl Butoxide: Moderately mobile in soil

SECTION 13. Disposal Considerations

13.1 Waste Treatment and Disposal methods

Pesticide wastes are regulated. Consult product label for chemical substance and container disposal instructions. Avoid release to the environment. Improper disposal of excess product or rinsate is a violation of Federal law. If these wastes cannot be disposed or by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA regional office for guidance.

Container disposal: Rinse thoroughly in accordance with label instructions.

SECTION 14. Transport Information

14.1 DOT (US)
Not regulated (Bulk and Non-Bulk Quantities)

14.2 IMDG (Vessel)

UN Number:	3082
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	ENVIRONMENTALLY HAZARDOUS SUBSTANCE LIQUID, N.O.S. (PERMETHRIN)
Marine Pollutant:	Yes

14.3 ICAO/IATA (Air transport)

UN Number:	3082
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	ENVIRONMENTALLY HAZARDOUS SUBSTANCE LIQUID, N.O.S. (PERMETHRIN)
Environmental Hazard:	Yes

SECTION 15. Regulatory Information

FIFRA Information: This chemical is a pesticide product regulated 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 for safety data sheet, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Signal Word: CAUTION
KEEP OUT OF REACH OF CHILDREN

FIRST AID	
Have product container or label with you when calling a poison control center or doctor, or going for treatment. For Medical Emergencies, call the International Poison Control Center at 1-800-214-7753.	
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 the eye. Call a poison control center or doctor for treatment advice.
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.
IF INHALED:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth. Call a poison control center or doctor for further treatment advice.
NOTE TO PHYSICIAN: Product contains a petroleum distillate. Vomiting may cause aspiration pneumonia.	

PRECAUTIONARY STATEMENTS: HAZARDS TO HUMANS AND DOMESTIC ANIMALS
CAUTION. Harmful if swallowed. Causes moderate eye irritation. Avoid contact with 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: barrier laminate, nitrile rubber, neoprene rubber, or Viton. Mixers, loaders, applicators, and other handlers must wear long-sleeve shirt and long pants, shoes plus socks. In addition, all handlers except for applicators using motorized ground equipment, pilots and flaggers, must wear chemical-resistant gloves. In addition, mixers/loaders, persons cleaning equipment, and other persons exposed to the concentrate must wear a chemical-resistant apron. See engineering controls for additional requirements.

User Safety Requirements: 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 the product's concentrate. Do not reuse them.

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.

USER SAFETY RECOMMENDATIONS: Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Users 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.

Other Federal Regulations

SARA TITLE III CLASSIFICATION

Section 302: None
Section 311/312: Immediate (acute) hazard
Section 313: This product contains the following toxic chemicals subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372

Permethrin	CAS# 52645-53-1	4.0%
Piperonyl Butoxide	CAS# 51-03-6	4.0%

CERCLA RQ: None

OSHA HAZARD COMMUNICATION STANDARD: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

U.S. California Proposition 65: Not listed

STATE RIGHT-TO-KNOW : National, state, provincial or local emergency planning, community right-to-know or other laws, regulations or ordinances may be applicable--consult applicable national, state, provincial or local laws.

SECTION 16. Other Information

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources we believe to be reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared as is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.

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BIOMIST® 4+4 ULV

For Use Outdoors as an Ultra-Low Volume (ULV) Application to Control Adult Mosquitoes in Residential and Recreational Areas. Also for use against Biting and Non-Biting Midges and Blackflies.

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.

ACTIVE INGREDIENTS	
Permethrin (3-Phenoxyphenyl) methyl (+/-) cis, trans-3-(2,2-dichlorethenyl)-2,2-dimethyl cyclopropanecarboxylate	4.0%
Piperonyl Butoxide*	4.0%
OTHER INGREDIENTS**	92.0%
	100.0%

Contains 0.29 pounds of Permethrin and 0.29 pounds of PBO per gallon

*PBO, (butyl carbityl) (6-propylpiperonyl) ether and related compounds
** Contains petroleum distillate

KEEP OUT OF REACH OF CHILDREN

CAUTION

FIRST AID	
Have product container or label with you when calling a poison control center or doctor, or going for treatment. For Medical Emergencies, call the International Poison Control Center at 1-800-214-7753.	
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 the eye. Call a poison control center or doctor for treatment advice.
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.
IF INHALED:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth. Call a poison control center or doctor for further treatment advice.
NOTE TO PHYSICIAN: Product contains a petroleum distillate. Vomiting may cause aspiration pneumonia.	

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION Harmful if swallowed. Causes moderate eye irritation. Avoid contact with 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: barrier laminate, nitrile rubber, neoprene rubber, or Viton. Mixers, loaders, applicators, and other handlers must wear long-sleeve shirt and long pants, shoes plus socks. In addition, all handlers except for applicators using motorized ground equipment, pilots and flaggers, must wear chemical-resistant gloves. In addition, mixers/loaders, persons cleaning equipment, and other persons exposed to the concentrate must wear a chemical-resistant apron. See engineering controls for additional requirements.

User Safety Requirements: 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 the product's concentrate. Do not reuse them.

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.

USER SAFETY RECOMMENDATIONS: Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Users 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.

ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to aquatic organisms, including fish and invertebrates. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. 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 contaminate bodies of water when disposing of equipment rinsate or wash waters.

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 to blooming crops or weeds while bees are actively visiting the treatment area, 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 OR CHEMICAL HAZARDS

Do not use or store near heat or open flame. Flashpoint minimum of 199°F.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

Not for use in metered release systems. Not for use in outdoor residential misting systems.

Do not contaminate cropland (other than crops listed) or potable water supplies with spray drift.

Do not make applications during rain.

USE INFORMATION

BIOMIST® 4+4 ULV is approved for applications as an ultra low volume (ULV) nonthermal aerosol (cold fog) to control adult mosquitoes in residential and recreational areas and other areas these insects occur, such as but not limited to parks, campsites, woodlands, athletic fields, golf courses, residential areas and municipalities, gardens, playgrounds, and overgrown waste areas.

BIOMIST® 4+4 ULV can be applied over specific growing crops and range grasses prior to harvest for the control of adult mosquitoes within or adjacent to these areas. Application can be made where the following crops are present:

Alfalfa
Almond
Apple
Artichoke
Asparagus
Avocado
Broccoli
Brussels sprouts
Cabbage
Cauliflower
Celery
Cherry
Corn, forage
Corn, grain
Corn, stover
Corn, sweet, kernel + cob with husks removed
Eggplant
Fruit, pome, group 11
Garlic
Range grasses
Horseradish
Leaf petioles subgroup 4B
Leafy greens subgroup 4A
Lettuce, head
Mushroom
Onion, bulb
Peach
Pepper, bell
Pistachio
Potato
Soybean, seed
Spinach
Tomato
*Vegetable, cucurbit, group 9**
Walnut
Watercress

** 40 CFR 180.41 Crop Group 9: Cucurbit Vegetables, includes Crop Subgroup 9A (melon) and Crop Subgroup 9B (squash/cucumber).*

In the treatment of corrals, feedlots, swine lots, poultry ranges and zoos cover any exposed drinking water, drinking fountains and animal feed before application.

For best results apply when mosquitoes are most active and weather conditions are conducive to keeping the spray cloud close to the ground. An inversion of air temperatures and a light breeze is preferable. Application in calm air conditions is to be avoided. Apply only when wind speed is greater than 1 mph. Air temperatures should be greater than 50°F when conducting all types of applications.

SAMPLE LABEL

Do not treat a site with more than 0.007 lbs of each active ingredient, permethrin and PBO, per acre in a 3-day period. Retreatments within a 3-day period shall not exceed 0.007 total lbs permethrin in any site. Do not exceed 25 applications at 0.007 lbs permethrin/0.007 lbs PBO per acre at any site in one year, or exceed 0.18 lbs of permethrin or PBO per acre per site per year. When rotating this product with other insecticides containing PBO, do not exceed 2 lbs PBO per acre per site per year. 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 is specifically approved by the state or tribe during a natural disaster recovery effort.

SPRAY DROPLET SIZE DETERMINATION

Ground-based Application: Spray equipment must be adjusted so that the volume median diameter (VMD) is less than 30 microns (Dv 0.5 < 30 um) and that 90% of the spray is contained in droplets smaller than 50 microns (Dv 0.9 < 50 um). 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 Application made at or below 200 feet above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns (Dv 0.5 < 60 um) and that 90% of the spray is contained in droplets smaller than 100 microns (Dv 0.9 < 100 um). 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.

Aerial Application made at greater than 200 feet above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 70 microns (Dv 0.5 < 70 um) and that 90% of the spray is contained in droplets smaller than 145 microns (Dv 0.9 < 145 um). 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.

GROUND APPLICATION

Apply BIOMIST® 4+4 ULV through standard ULV cold aerosol or non-thermal aerosol (Cold Fog) generators undiluted at a flow rate of 4.7 to 18.6 fluid ounces per minute, and an average vehicle speed of 10 MPH. If a different vehicle speed is used, adjust rate accordingly. These rates are equivalent to 0.00175 to 0.007 pounds of Permethrin and PBO per acre. An accurate flow meter must be used to ensure the proper flow rates. Vary flow rate according to vegetation density and mosquito population. Use higher flow rate in heavy vegetation or when populations are high.

Permethrin Pounds per Acre	*Application Rates (Fl.oz./Minute)*				*Fl.oz. BIOMIST 4+4 ULV per Acre*
	5 MPH	*10 MPH*	*15 MPH*	*20 MPH*	
0.007	*9.3*	*18.6*	*28.0*	*37.3*	*3.1*
0.0035	*4.7*	*9.3*	*14.0*	*18.6*	*1.5*
0.00175	*2.3*	*4.7*	*7.0*	*9.3*	*0.77*

Failure to follow the above directions may result in reduced effectiveness..

AERIAL APPLICATION

BIOMIST® 4+4 ULV may be applied undiluted at rates of 0.0035 to 0.007 pounds Permethrin (1.5 to 3.1 fl.oz. BIOMIST® 4+4 ULV) per acre by fixed wing or rotary aircraft equipped with suitable ULV application equipment. Do not apply by fixed wing aircraft at a height less than 100 feet, or by helicopter at a height less than 75 feet, unless specifically approved by the state or tribe based on public health needs. Aerial applications shall only be made when recommended by public health officials and trained personnel of mosquito abatement districts and other mosquito control programs.

IN FLORIDA: Aerial applications of this product require trained personnel to perform industry accepted assays to monitor resistance formation in targeted mosquitoes.

STORAGE & 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 must be disposed of on site or at an approved waste disposal facility.

CONTAINER HANDLING:

For Non-Refillable Containers:

Nonrefillable container. Do not reuse or refill this container. Triple rinse (or equivalent), then 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.

For Refillable Containers:

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 mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into rinsate collection system. Repeat this rinsing procedure two more times. Then 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.

NOTICE: To the extent provided by law, seller makes no warranty, expressed or implied, concerning the use of this product other than as indicated on the label. Buyer assumes all risk of use/handling of this material when use and/or handling is contrary to label instructions.

BIOMIST® is a Registered Trademark of Clarke Mosquito Control Products, Inc.

IN CASE OF MEDICAL EMERGENCY, CALL THE INTERNATIONAL POISON CONTROL CENTER 1-800-214-7753

IN CASE OF TRANSPORTATION EMERGENCY, CALL INFO-TRAC 1-800-553-5053

FOR MORE INFORMATION CALL 1-800-323-5727

MANUFACTURED FOR:
CLARKE MOSQUITO CONTROL PRODUCTS, INC.
159 N. GARDEN AVENUE
ROSELLE, ILLINOIS 60172

EPA Reg. No.: 8329-35

EPA Est No.: _____

NET CONTENTS: Marked on Container

LOT NO._____

AL0405

SECTION 1. Identification of the Substance/Mixture and of the Company

1.1 Product Identifier

Formulation Identifier: MOSQUITOMIST® ONE U.L.V.

EPA Registration Number: 8329-24

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Relevant identified uses: Insecticide for control of adult mosquitoes

Uses advised against: See product label for use restrictions

1.3 Details of the Supplier of the Safety Data Sheet

Clarke Mosquito Control Products, Inc.
675 Sidwell Court
St. Charles, IL 60174 U.S.A.
+1 (630) 894-2000
Email: Clarke@clarke.com

1.4 Emergency Telephone Number

Poison Control Center (medical emergency): 1-800-214-7753
INFOTRAC (Transportation/Spill Emergency): 1-800-535-5053

SECTION 2. Hazards identification

United States (US)
According to OSHA 29 CFR 1910.1200 HCS (2012)

2.1 Classification of the Substance or Mixture

Classification	Hazard Statements
Aspiration Hazard, Category 1	May be fatal if swallowed and enters airways
Sensitization – Skin: Category 1	May cause an allergic skin reaction
STOT, Repeated Exposure: Category 1	Causes damage to organs (brain, central nervous system, respiratory system, skin, and/or eyes) through prolonged or repeated exposure via ingestion, inhalation, eye contact, and/or skin contact.
STOT, Single Exposure, Category 2	May cause damage to organs (brain, central nervous system, skin, and eyes via inhalation, ingestion, eye contact, and/or skin contact)
Acute Toxicity, Oral, Category 4	Harmful if swallowed
Acute Toxicity, Inhalation, Category 4	Harmful if inhaled
Flammable Liquid, Category 4	Combustible liquid

Pictograms:



Signal Word: DANGER

Precautionary Statements:

PREVENTION: Do not breathe spray. Use only outdoors or in a well-ventilated area.

Wear protective gloves, protective clothing, eye protection, and face protection. Contaminated work clothing must not be allowed out of the workplace. .

Wash thoroughly after handling. Do not eat, drink or smoke when using this product.

Keep away from flames and hot surfaces.-No smoking.

RESPONSE: If swallowed: Immediately call a poison control center or doctor. Do NOT induce vomiting. Rinse mouth.

If on skin: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before reuse.

If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a poison control center or doctor if you feel unwell.

If exposed or concerned: Call a poison control center or doctor, and get medical advice/attention if you feel unwell.

Treatment – See first aid statements in Section 4. Treat according to symptoms (decontamination, vital functions).

In case of fire: Use foam, dry chemical or carbon dioxide (CO2) to extinguish.

STORAGE: Store locked up, in a well-ventilated place. Keep cool.

DISPOSAL: Dispose of contents and container in accordance with local/regional/national regulations.

2.2 Other Hazards Not Classifiable Under OSHA 2012 HCS

See product label for any additional hazards

SECTION 3. Composition/Information on Ingredients

3.1 Components

Substance Name	CAS No.	Concentration % w/w
Chlorpyrifos	2921-88-2	13.624
Light Aromatic Solvent, Naphtha	64742-95-6	5.8 – 7.8*
White Mineral Oil	8042-47-5	< 76 *

* The exact percentage (concentration) of composition has been withheld as trade secret.
Ingredients not identified are non-hazardous and/or are not required to be disclosed pursuant to 29 CFR 1910.1200 (2012), and are withheld as trade secret.

SECTION 4. First Aid Measures

4.1 Description of First Aid Measures

Eye contact: Immediately flush eyes with water. Flush eyes with water for a minimum of 5 minutes, occasionally lifting and lowering upper lids. Get medical attention promptly. Remove contact lenses if worn.

Skin contact: Immediately flush skin with plenty of water. Remove clothing. Get medical attention immediately. Wash clothing separately and clean shoes before reuse.

Inhalation: Rescuers should put on appropriate protective gear. Remove from area of exposure. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Keep victim warm. Get immediate medical attention. To prevent aspiration, keep head below knees.

Ingestion: DO NOT induce vomiting. Do not give liquids. Obtain emergency medical attention.

4.2 Most Important Symptoms and Effects, Both Acute and Delayed.

Chlorpyrifos is an cholinesterase inhibitor. Symptoms of overexposure to this product can include systematic poisoning, excessive sweating, weakness, salivation, nausea, diarrhea, bradycardia, tachycardia, bronchorrhea, small pupils, central nervous system (CNS) depression, fasciculation, and convulsions. If poisoning is probable, treat the patient immediately.

Eyes: Acute exposure may cause mild eye irritation.

Skin: May cause an allergic skin reaction. Can be absorbed through skin, and produce CNS effects. May dry the skin leading to discomfort and dermatitis.

Inhalation: Saturated vapors can be encountered in confined spaces and/or under conditions of poor ventilation. Vapors can cause irritation of the respiratory tract. May cause headache, nausea, weakness, lightheadedness, dizziness, drowsiness, and or stupor (CNS depression).

Ingestion: May result in systematic poisoning. May cause gastrointestinal tract irritation, which may result in nausea and diarrhea. Small amounts of liquid aspirated into the lungs from ingestion or from vomiting (after ingestion) may cause chemical pneumonitis or pulmonary edema. May be fatal if liquid is aspirated into lungs.

4.3 Indication of Immediate Medical Attention and Special Treatment

Treatment (Note to Physician):

Chlorpyrifos is an cholinesterase inhibitor. Pralidoxime chloride (2-PAM, PROTOPAM chloride) may be effective as an adjunct to atropine. Use according to label directions. Before administering pralidoxime chloride, obtain a blood sample for cholinesterase analysis. Adjusting for age and weight, pralidoxime may be administered as a continuous infusion after a loading dose or using a bolus method. Clear airway and provide oxygen before administering atropine. Give atropine intramuscularly or intravenously, depending on severity of poisoning. Atropine may be administered through an alternative route such as an endotracheal tube. The dosage for atropine is as follows: 1 to 2 mg/kg initially IV in adults (or 0.05 mg/kg in children under 12 years) then give appropriate doses every 5 minutes until excessive secretions and sweating have been controlled. Use soap (preferably Tincture Green Soap) and water or dilute hypochlorite solution for decontaminating skin. Avoid opiates, parasympthomimetic agents (e.g. succinylcholine), theophylline, reserpine and or phenothiazines. Suction oral secretions and emesis to avoid aspiration. Artificial respiration or oxygen administration may be necessary. A slurry of activated charcoal may be medically warranted at an oral dose appropriate for adult, child or infant. For seizures, give benzodiazepine intravenously. Observe patient continuously for a least 72 hours. Allow no further exposure until cholinesterase generation has taken place as determined by blood tests.

Contains petroleum distillate. May pose an aspiration pneumonia hazard.

SECTION 5. Fire-Fighting Measures

5.1 Extinguishing Media

Suitable Extinguishing Media: Carbon Dioxide (CO_2), Dry Chemical, Foam

Unsuitable Extinguishing Media: Water jet

5.2 Special Hazards Arising From the Substance or Mixture

Specific Hazards: Liquids and vapors are flammable. Vapors may cause flash fire or explosion. Vapors can travel to a source of ignition and flash back. Empty containers retain product residue (liquid and/or vapor) and can be dangerous. DO NOT pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. Also, do not reuse container without commercial cleaning or reconditioning. Closed container may explode under extreme heat. Under fire conditions some components may decompose. Combustion products may include CO, CO_2, hydrogen chloride, sulfur oxide, PO_x, NO_x, chlorides, and sulfides.

5.3 Special Protective Equipment and Precautions for Fire-Fighters

Protection Against Fire: Wear positive pressure, self-contained breathing apparatus and protective firefighting clothing (includes fire-fighting helmet, coat, pants, boots, and gloves).

Special Procedures:	Treat as oil fire. Move container from fire area if it can be done without risk. Do not scatter spilled material with high-pressure water streams. Dike for later disposal. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

SECTION 6. Accidental Release Measures

6.1 Personal Precautions, Protective Equipment and Emergency Procedures

General Precautions:	Avoid unprotected contact with spilled material.
For emergency responders:	Respiratory protection: half-face or full-face respirator with filter(s) for organic vapor and, when applicable, H2S, or Self Contained Breathing Apparatus (SCBA) can be used depending on the size of spill and potential level of exposure. If the exposure cannot be completely characterized or an oxygen deficient atmosphere is possible or anticipated, SCBA is recommended. Work gloves that are resistant to aromatic hydrocarbons are recommended. Note: gloves made of polyvinyl acetate (PVA) are not water-resistant and are not suitable for emergency use. Chemical goggles are recommended if splashes or contact with eyes is possible. Small spills: normal antistatic work clothes are usually adequate. Large spills: full body suit of chemical resistant, antistatic material is recommended.
Environmental Precautions:	Prevent product from entering into drains and waterways. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Collect and dispose of this material and its container in accordance with national and regional regulations. If the product has contaminated surface water, inform the appropriate authorities. See Section 12 for additional ecological information.

6.2 Methods and Material for Containment and Cleaning Up

Clean Up Methods:	Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. All equipment used when handling the product must be grounded. Do not touch or walk through spilled material. Prevent entry into waterways, sewer, basements or confined areas. A vapor suppressing foam may be used to reduce vapors. Use clean non-sparking tools to collect absorbed material. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Large Spills: Water spray may reduce vapor; but may not prevent ignition in closed spaces. Small Spills: Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Recover by pumping or with suitable absorbent.

SECTION 7. Handling and Storage

7.1 Precautions for Safe Handling

Handling:	Keep out of reach of children. Use only in a well ventilated area. Avoid breathing vapor, fumes or mist. Avoid contact with eyes, skin, and clothing. Take precautionary measures against static discharge. When transferring, follow proper grounding procedures. Use spark-resistant tools. Always open containers slowly to allow any excess pressure to vent. Follow all SDS/label precautions even after containers are emptied because they may contain product residues.
Hygiene Measures:	Remove Personal Protective Equipment (PPE) immediately after handling this product. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove soiled clothing immediately and clean thoroughly before using again.

7.2 Conditions for Safe Storage, Including Any Incompatibilities

Storage:	Product should be stored in compliance with local regulations. Keep away from heat, sparks, and flame. Store containers in a cool, well ventilated place. Keep container closed when not in use.

Protect from direct sunlight. Static Discharge: materials can accumulate static discharge which can cause an incendiary electrical discharge. Storage containers should be grounded and bonded. Fixed storage containers, transfer containers and associated equipment should be grounded and bonded to prevent accumulation of static charge. Do not store near food, drink, animal feeding stuffs, pharmaceuticals, cosmetics or fertilizers. Keep out of reach of children.

SECTION 8. Exposure Controls / Personal Protection

These precautions are suggested for conditions where the potential for exposure exists. Emergency conditions may require additional precautions.

8.1 Control Parameters

Component Name	CAS No.	List/Source	Type	Value
Chlorpyrifos	2921-88-2	ACGIH	TLV	0.2 mg/m^3, A4 skin
White Mineral Oil	8042-47-5	ACGIH	TLV-TWA	5 mg/m^3 Inhalable Fraction
		OSHA	PEL-TWA	5 mg/m^3
		NIOSH	REL-TWA	5 mg/m^3 Mist

8.2 Exposure controls

Engineering Controls: Use with adequate ventilation. Local exhaust ventilation may be necessary for some operations. Wash hands thoroughly after handling. Wash clothing before re-using.

Individual Protection Measures, such as Personal Protection Equipment:

Eye Protection: Wear safety glasses with side shields, tightly fitting safety goggles (chemical goggles), or glasses with face shield.

Skin Protection: Wear suitable protective clothing including long-sleeve shirt, long pants, shoes and socks. Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, coveralls.

Hand Protection: Wear suitable protective chemical resistant gloves. Protective glove selection must be based on the user's assessment of the workplace hazards.

Respiratory Protection: In case of insufficient ventilation, use a NIOSH approved filtering face piece respirator with any R or P filter (TC-84A). You can also use other NIOSH approved particulate respirators that offer more protection such as a half face or full face respirator with any filter or a powered air purifying respirator with an HE filter.

SECTION 9. Physical and Chemical Properties

9.1 Information on Basic Physical and Chemical Properties

Appearance:	Liquid
Color:	Yellow
Odor:	Strong pesticide smell
Odor Threshold:	Not Available
pH:	Not Determined
Melting Point:	Not Applicable
Freezing Point:	Not Determined
Initial Boiling Point:	Not Determined
Flash Point:	78.8° C
Evaporation Rate:	Not Determined
Flammability:	Not Determined
Explosion limits [U/L]:	Not Applicable
Vapor Pressure:	Not Determined
Vapor Density:	Not Determined
Relative Density:	7.52 lbs/gal

Solubility:	Not Determined
Partition Coefficient:	Not Determined
Auto-Ignition Temperature:	Not Determined
Viscosity:	6.91 cSt at 40° C
Decomposition Temperature:	Not Available
Explosive Properties:	Not Available
Oxidizing Properties:	Not Available

SECTION 10. Stability and Reactivity

10.1 Reactivity

Not Available

10.2 Chemical Stability

Stable under normal conditions

10.3 Possibility of Hazardous Reactions

Hazardous Reactions:	None under normal conditions
Hazardous Polymerization:	Not known to occur

10.4 Conditions to avoid

Protect from open flames, high energy ignition sources, excessive heat, and direct sunlight.

10.5 Incompatible materials

Avoid contact with strong oxidizing agents, strong acids, strong bases

10.6 Hazardous decomposition products

None known under normal conditions of storage and use. Under fire conditions some components may decompose. Combustion products may include CO, CO_2, hydrogen chloride, sulfur oxide, PO_X, NO_x, chlorides, and sulfides.

SECTION 11. Toxicological information

11.1 Information on Likely Routes of Exposure

See Section 4.2

11.2 Information on Toxicological Effects

Acute toxicity values are not available for Mosquitomist® ONE U.L.V. Presented values are based on toxicity values of a product of similar composition and form.

Oral, Male Rat LD_{50}	1,044 mg/kg-bw
Dermal, Rat LD_{50}	> 5,000 mg/kg-bw
Inhalation, Rat LC_{50}	> 2.03 mg/L
Skin Corrosion/Irritation:	MOSQUITOMIST® ONE U.L.V. is not classified as a skin irritant according to the OSHA 2012 HCS. Mild skin irritation may occur from prolonged or repeated exposure to this product.
Eye Damage/Irritation:	MOSQUITOMIST® ONE U.L.V. is not classified as an eye irritant according to the OSHA 2012 HCS. Mild eye irritation may occur from direct exposure to the product.
Skin Sensitization:	A similar product in form and composition to MOSQUITOMIST® ONE U.L.V. has shown in a laboratory animal study the potential to cause allergic reactions
STOT – Single Exposure:	The product has not been tested. The product classification has been derived from the properties of the individual components:

May cause drowsiness or dizziness.

Saturated vapors can be encountered in confined spaces and/or under conditions of poor ventilation. Prolonged inhalation may be harmful. Vapors can cause irritation of the respiratory tract. High concentrations can cause headache, nausea, weakness, lightheadedness, and stupor (CNS depression).

Chlorpyrifos is an cholinesterase inhibitor. Overexposure can result in systematic poisoning, excessive sweating, weakness, salivation, nausea, diarrhea, bradycardia, tachycardia, bronchorrhea, small pupils, central nervous system (CNS) depression, fasciculation, and convulsions.

Contains Light Aromatic Solvent Naphtha: STOT-SE Category 2

Germ Cell Mutagenicity: Chlorpyrifos is not mutagenic. MOSQUITOMIST® ONE U.L.V. is not expected to be mutagenic.

Carcinogenicity: The product has not been tested. The product classification has been derived from the properties of the individual components:

Chlorpyrifos did not cause cancer in long-term animal studies.

Reproductive Effects: The product has not been tested. The product classification has been derived from the properties of the individual components:

Chlorpyrifos did not interfere with fertility in reproduction studies in laboratory animals. Some evidence of toxicity to the offspring occurred, but only at a dose high enough to produce significant toxicity to the parent animals.

TERATOGENICITY (Chlorpyrifos): Birth defects are unlikely. Exposures having no effect on the mother should have no effect on the fetus. Did not cause birth defects in animals. Other effects were seen in the fetus only at doses which caused toxic effects to the mother.

STOT – Repeated Exposure: The product has not been tested. The product classification has been derived from the properties of the individual components:

May cause damage to organs (brain, central nervous system, respiratory system, skin, and/or eyes) through prolonged or repeated exposure via ingestion, inhalation, eye contact, and/or skin contact.

Prolonged and/or repeated skin contact with low viscosity materials may defat the skin resulting in possible irritation and dermatitis.

Significant exposure to this chemical may adversely affect people with chronic disease of the respiratory system, central nervous system, skin, and/or eyes.

Contains Light Aromatic Solvent Naphtha: STOT-RE Category 1

SECTION 12. Ecological Information

12.1 Ecotoxicity

Product specific data is not available. Data referenced is in relation to the active ingredient, Chlorpyrifos.

Toxicity to Fish:	96-hr Acute LC_{50} 25 µg/L, Rainbow Trout
Toxicity to Aquatic Invertebrates:	48-hr LC_{50} 1.7 µg/L, Daphnia magna
Toxicity to Aquatic Plants:	72-hr NOEC >0.4 mg/L, Algae

12.1 Persistence and Degradability

Product specific data not available. Data referenced is in relation to the active ingredient, Chlorpyrifos.

Biodegradability:	Not readily biodegradable (OECD)
Log K_{ow}:	4.70
Partition Coefficient, K_{oc}:	360 – 31,000
Bioaccumulation:	Chlorpyrifos does not bioaccumulate in aquatic organisms
Mobility in Soil:	Immobile in soil

SECTION 13. Disposal Considerations

13.1 Waste Treatment and Disposal methods
Pesticide wastes are regulated. Consult product label for chemical substance and container disposal instructions. Avoid release to the environment. Improper disposal of excess product or rinsate is a violation of Federal law. If these wastes cannot be disposed or by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA regional office for guidance.

Container disposal: Rinse thoroughly in accordance with label instructions.

SECTION 14. Transport Information

14.1 DOT (US)

UN Number:	3082
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	Environmentally Hazardous Substances, Liquid, N.O.S. (Chlorpyrifos)
Marine Pollutant:	Yes

14.2 IMDG (Vessel)

UN Number:	3082
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	Environmentally Hazardous Substances, Liquid, N.O.S. (Chlorpyrifos)
Marine Pollutant:	Yes

14.3 ICAO/IATA (Air transport)

UN Number:	3082
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	Environmentally Hazardous Substances, Liquid, N.O.S. (Chlorpyrifos)
Environmental Hazard:	Yes

SECTION 15. Regulatory Information

FIFRA Information: This chemical is a pesticide product regulated 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 for safety data sheet, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Signal Word: CAUTION
KEEP OUT OF REACH OF CHILDREN

FIRST AID	
Have product container or label with you when calling a poison control center or doctor, or going for treatment. For Medical Emergencies, call the International Poison Control Center at 1-800-214-7753.	
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 INHALED:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth. Call

	a poison control center or doctor for further treatment advice.
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.
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 the eye. Call a poison control center or doctor for treatment advice.
NOTE TO PHYSICIAN: CHLORPYRIFOS IS A CHOLINESTERASE INHIBITOR. Treat symptomatically. Atropine is antidotal. 2-PAM may be effective as an adjunct to atropine. This product contains petroleum distillate. Vomiting may cause aspiration pneumonia.	

PRECAUTIONARY STATEMENTS: HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION. Harmful if swallowed. Avoid contact with skin 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.

Personal Protective Equipment (PPE): Mixers and loaders involved in ground application must wear coveralls over long-sleeved shirt and long pants, shoes plus socks, chemical-resistant gloves made of Barrier Laminate, Nitrile Rubber, or Viton, and a minimum of a NIOSH approved filtering face piece respirator with any R or P filter (TC-84A). You can also use other NIOSH approved particulate respirators that offer more protection such as a half face or full face respirator with any filter or a powered air purifying respirator with an HE filter. Applicators involved in ground ULV application must use an enclosed cab as described in the Engineering Controls section of this label and must wear long-sleeved shirt and long pants, and shoes plus socks. Aerial applicators and pilots must use an enclosed cockpit and wear long-sleeved shirt, long pants, shoes, and socks.

Engineering Controls: Ground applicators must use an enclosed cab that has a nonporous barrier that totally surrounds the occupants and prevents contact with pesticides outside the cab. Applicators must be provided and have immediately available for use in an emergency when they must exit the cab in the treated area: coveralls, chemical-resistant gloves made of Barrier Laminate, Nitrile Rubber, or Viton, and a respirator of the type specified in the PPE section of this labeling. Take off any PPE that was worn in the treated area before reentering the cab and store all such PPE in a chemical-resistant container, such as a plastic bag, to prevent contamination of the inside of the cab.

Mixers and loaders involved in aerial application must use a closed system designed by the manufacturer to enclose the pesticide to prevent it from contacting handlers or other people and which is used and maintained in accordance with the manufacturer's written operating instructions. Mixers and loaders using a closed system must wear protective eyewear if the system operates under pressure, and must have immediately available for use in an emergency, such as a broken package, spill, or equipment breakdown coveralls, chemical-resistant gloves made of Barrier Laminate, Nitrile Rubber, or Viton, chemical-resistant footwear, chemical-resistant apron and a respirator of the type specified in the PPE section of this labeling.

User Safety Requirements: 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.

USER SAFETY RECOMMENDATIONS: Users should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Users 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.

Other Federal Regulations

SARA TITLE III CLASSIFICATION

Section 302: None
Section 311/312: Fire. Immediate Health. Delayed Health.
Section 313: This product contains the following toxic chemicals subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372:

Chlorpyrifos	CAS# 2921-88-2	13.624 %
1,2,4 Trimethylbenzene	CAS# 95-63-6	≤ 0.75 %

CERCLA RQ: Chlorpyrifos, CAS# 2921-88-2, RQ 1 lb. RQ is obtained in a 1-gallon spill. Spills exceeding RQ must be reported to the National Response Center.

OSHA HAZARD COMMUNICATION STANDARD: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

U.S. California Proposition 65: Not listed.

STATE RIGHT-TO-KNOW : National, state, provincial or local emergency planning, community right-to-know or other laws, regulations or ordinances may be applicable--consult applicable national, state, provincial or local laws.

SECTION 16. Other Information

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources we believe to be reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared as is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.

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End of document

Mosquitomist One U.L.V.

For Use Outdoors to Control Adult Mosquitoes in Residential and Recreational Areas.

Active Ingredient	
Chlorpyrifos [0.0-diethyl 0-(3,5,6,-trichloro-2-pyridyl) phosphorothioate	13.624%
Other Ingredients	86.376%
	100.000%

Contains one pound chlorpyrifos per gallon
Contains petroleum distillate

KEEP OUT OF REACH OF CHILDREN

CAUTION

FIRST AID	
Have product container or label with you when calling a poison control center or doctor, or going for treatment. For Medical Emergencies, call the International Poison Control Center at 1-800-214-7753.	
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 INHALED:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth. Call a poison control center or doctor for further treatment advice.
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.
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 the eye. Call a poison control center or doctor for treatment advice.
NOTE TO PHYSICIAN: CHLORPYRIFOS IS A CHOLINESTERASE INHIBITOR. Treat symptomatically. Atropine is antidotal. 2-PAM may be effective as an adjunct to atropine. This product contains petroleum distillate. Vomiting may cause aspiration pneumonia.	

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION. Harmful if swallowed. Avoid contact with skin 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.

Personal Protective Equipment (PPE): Mixers and loaders involved in ground application must wear coveralls over long-sleeved shirt and long pants, shoes plus socks, chemical-resistant gloves made of Barrier Laminate, Nitrile Rubber, or Viton, and a minimum of a NIOSH approved filtering face piece respirator with any R or P filter (TC-84A). You can also use other NIOSH approved particulate respirators that offer more protection such as a half face or full face respirator with any filter or a powered air purifying respirator with an HE filter. Applicators involved in ground ULV application must use an enclosed cab as described in the Engineering Controls section of this label and must wear long-sleeved shirt and long pants, and shoes plus socks. Aerial applicators and pilots must use an enclosed cockpit and wear long-sleeved shirt, long pants, shoes, and socks.

Engineering Controls: Ground applicators must use an enclosed cab that has a nonporous barrier that totally surrounds the occupants and prevents contact with pesticides outside the cab. Applicators must be provided and have immediately available for use in an emergency when they must exit the cab in the treated area: coveralls, chemical-resistant gloves made of Barrier Laminate, Nitrile Rubber, or Viton, and a respirator of the type specified in the PPE section of this labeling. Take off any PPE that was worn in the treated area before reentering the cab and store all such PPE in a chemical-resistant container, such as a plastic bag, to prevent contamination of the inside of the cab.

Mixers and loaders involved in aerial application must use a closed system designed by the manufacturer to enclose the pesticide to prevent it from contacting handlers or other people and which is used and maintained in accordance with the manufacturer's written operating instructions. Mixers and loaders using a closed system must wear protective eyewear if the system operates under pressure, and must have immediately available for use in an emergency, such as a broken package, spill, or equipment breakdown coveralls, chemical-resistant gloves made of Barrier Laminate, Nitrile Rubber, or Viton, chemical-resistant footwear, chemical-resistant apron and a respirator of the type specified in the PPE section of this labeling.

User Safety Requirements: 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.

USER SAFETY RECOMMENDATIONS: Users should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Users 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.

SAMPLE LABEL

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish, aquatic invertebrates, small mammals and birds. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. 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 beyond the body of water in order to minimize incidental deposition into the water body. Do not contaminate bodies of water when disposing of equipment rinsate or wash waters.

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds if 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 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 OR CHEMICAL HAZARDS

Do not 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.

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.

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.

MOSQUITOMIST ONE ULV is approved for application either as a thermal fog or as an ultra low volume (ULV) nonthermal aerosol (cold fog) to control adult mosquitoes in outdoor residential and recreational areas and other non-cropland areas where these insects are a problem. For best results treat when mosquitoes are most active and weather conditions are conducive to keeping the spray cloud close to the ground. An inversion of air temperatures and a light breeze are preferable. Application in calm air conditions is to be avoided. Apply only when ground wind speed is greater than 1 mph. Air temperatures should be greater than 50 F when conducting applications.

Do not treat a site with more than 0.01 pounds of chlorpyrifos per acre in a twenty-four hour period. Do not exceed 0.26 pounds of chlorpyrifos per acre per year. 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.

Do not contaminate food or feed products. Do not allow spray treatment to drift onto places where bees are foraging, pastureland, cropland, poultry ranges or potable water supplies. Do not use on crops for food, forage or pasture. In treatment of corrals, feed lots, swine lots and zoos, cover any exposed drinking water, drinking water fountains and animal feed before application.

SPRAY DROPLET SIZE DETERMINATION

Ground-based Application: For application as an ultra low volume (ULV) nonthermal aerosol (cold fog) spray, equipment must be adjusted so that the volume median diameter (VMD) is between 8 and 30 microns ($8 \leq Dv\ 0.5 \leq 30$ um) and that 90% of the spray is contained in droplets smaller than 50 microns ($Dv\ 0.9 < 50$ um). 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 Application: Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ($Dv\ 0.5 < 60$ um) and that 90% of the spray is contained in droplets smaller than 115 microns ($Dv\ 0.9 < 115$ um). 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.

GROUND ULV APPLICATION

Thermal Fog Application: To prepare a fog solution, thoroughly mix 9 gallons of MOSQUITOMIST ONE ULV in 91 gallons of No. 2 fuel oil or other fuel, diesel or kerosene-type oil suitable for insecticide and fogging use. Apply the finished fog solution with any standard thermal fog machine calibrated to deliver 52.5 gallons per hour at an average vehicle speed of 5 mph to cover a swath of up to 300 feet.

ULV Nonthermal Aerosol (Cold Fog) Application: Apply MOSQUITOMIST ONE ULV through standard ULV cold aerosol or non-thermal aerosol (Cold Fog) generators undiluted at a flow rate of 3.88 to 7.75 fluid ounces per minute at an average vehicle speed of 10 mph. This is equivalent to 0.005 to 0.01 pounds of chlorpyrifos per acre based on an effective swath width of 300 feet. Under normal residential conditions a flow rate of 4.3 fluid ounces is recommended. If a different vehicle speed is used, adjust rate accordingly. An accurate flow meter must be used to ensure the proper flow rate.

Chlorpyrifos per acre	Application Rate (Fl. Oz./Minute)				Fl. oz. per acre
	5 MPH	10 MPH	15 MPH	20 MPH	
0.01	3.87	7.75	11.6	15.5	1.28
0.0055	2.15	4.30	6.50	8.60	0.71
0.005	1.94	3.88	5.82	7.76	0.64

For proper application, mount the applicator so that the nozzle is at least 4 ½ feet above ground level and directed out the back of the vehicle. Failure to follow the above directions may result in reduced effectiveness and oversize spray droplets, which may deposit on and permanently damage automobile paint.

AERIAL APPLICATION

MOSQUITOMIST ONE ULV may be applied undiluted at rates up to 1.28 fluid ounces MOSQUITOMIST ONE ULV per acre (0.01 pounds of chlorpyrifos per acre) by fixed wing or rotary aircraft equipped with suitable ULV application equipment. Do not apply by fixed wing at a height less than 100 feet, or by helicopter at a height less than 75 feet unless specifically approved by the state or tribe based on public health needs.

IN FLORIDA: Aerial applications of this product require trained personnel to perform industry accepted assays to monitor resistance formation in targeted mosquitoes.

STORAGE & DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

Pesticide Storage: Store in a dry and cool place away from food and feed.

Pesticide Disposal: Pesticide, spray mixture or rinse water that cannot be used according to label instructions must be disposed of according to applicable Federal, State or local guidelines.

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 and, if possible, spray all sides while adding water. If practical, agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then 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.

NOTICE: To the extent consistent with applicable laws, seller makes no warranty, expressed or implied concerning the use of this product other than as indicated on the label. Buyer assumes all risk of use and/or handling of this material when use and/or handling is contrary to label instructions.

IN CASE OF MEDICAL EMERGENCY,
CALL THE INTERNATIONAL POISON CONTROL CENTER 1-800-214-7753

IN CASE OF TRANSPORTATION EMERGENCY,
CALL INFO-TRAC 1-800-553-5053

Manufactured By:
CLARKE MOSQUITO CONTROL PRODUCTS, INC.
159 N. GARDEN AVENUE
ROSELLE, ILLINOIS 60172
FOR MORE INFORMATION CALL: 1-800-323-5727

EPA Reg. No.: 8329-24 EPA Est. No: _____

Net Contents: [ ] 30 GAL [ ] 55 GAL [ ] 275 GAL
Lot No.:

AL0536

EVERGREEN®

ULV (5-25) Ground

Specin

FOR USE ONLY BY FEDERAL, STATE, TRIBAL OR LOCAL GOVERNMENT OFFICALS RESPONSIBLE FOR PUBLIC HEALTH OR VECTOR CO
BY PERSONS CERTIFIED IN THE APPROPRIATE CATEGORY OR OTHERWISE AUTHORIZED BY THE STATE OR TRIBAL LEAD PESTICIDE RE
AGENCY TO PERFORM ADULT MOSQUITO CONTROL APPLICATIONS, OR BY PERSONS UNDER THEIR DIRECT SUPERVISION.

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
** Contains petroleum distillate

This product contains 0.365 lb./Gal. (43.7 g/L) Pyrethrins and 1.824 lb./Gal. (218 gm/L) Piperonyl Butoxide

KEEP OUT OF REACH OF CHILDREN

CAUTION

FIRST AID	
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.
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 a doctor. • Do not give **any** liquid to the person. • Do not give anything by mouth to an unconscious person.
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 eyes. • Call a poison control center or doctor for treatment advice.
IF INHALED:	• Move person to fresh air. • If person is not breathing, call 911 or an ambulance. Then give artificial respiration, preferably mouth-t possible. • Call a poison control center or doctor for further treatment advice.
NOTE TO PHYSICIAN: Contains petroleum distillate – vomiting may cause aspiration pneumonia. Have the product container or label with you ing a poison control center or doctor, or going for treatment. For information regarding medical emergencies or pesticide incidents, call 1-888-7	

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Causes skin irritation. Do not get on skin or 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)

Mixers, loaders, applicators, and other handlers must wear the following:

- Long-sleeved shirt,
- Long pants,
- Chemical-resistant gloves such as barrier laminate, nitrile rubber, neoprene rubber or Viton.

In addition to the above PPE, applicators using high pres wand in an enclosed area must wear at least a NIOSH-appr pirator with:

- A NIOSH approved particulate respirator, with any R with NIOSH approval number prefix TC-84A.;
- or a NIOSH-approved powered air purifying respirat HE filter with NIOSH approval number prefix TC-21C.

In addition to the above PPE, applicators using handheld fog enclosed area must wear a half-face, full-face, or hood-styl approved respirator with:

- A NIOSH approved particulate respirator, with any R with NIOSH approval number prefix TC-84A.;
- or a NIOSH-approved powered air purifying respirat HE filter with NIOSH approval number prefix TC-21C.

USER SAFETY REQUIREMENTS

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 material that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

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.

User 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 flagger.

ENVIRONMENTAL HAZARDS

This product is toxic to aquatic organisms, including fish an invertebrates. Runoff from treated areas or deposition of spra into a body of water may be hazardous to fish and aquatic inve Before making the first application in a season, it is advisable with the state or tribal agency with primary responsibility for regulation to determine if other regulatory requirements exis apply over bodies of water (lakes, rivers, permanent stream ponds, commercial fish ponds, swamps, marshes or estuarie when necessary to target areas where adult mosquitoes ar and weather conditions will facilitate movement of applie al away from the water in order to minimize incidental depo the water body. Do not contaminate bodies of water when dis equipment rinsate or washwaters.

BEE WARNING: This product is highly toxic to bees and othe ing insects exposed to direct treatment on blooming crops or v not apply this product or allow it to drift to blooming crops o bees or other pollinating insects are foraging the treatment ar when applications are made to prevent or control a threat to p /or animal health determined by a state, tribal, or local health control agency on the basis of documented evidence of diseas agents in vector mosquitoes or the occurrence of mosquito-b ease in animal or human populations, or if specifically approv state or tribe during a natural disaster recovery effort.

PHYSICAL OR CHEMICAL HAZARDS

Combustible. Do not use 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.

RESTRICTION OF 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.
- The maximum application rate for wide area mosquito adulticide applications is 0.0025 lbs. pyrethrin/acre per day or 0.025 lbs. piperonyl butoxide /acre per day, whichever limit is hit first except when targeting *Aedes Taeniorhynchus* and other difficult species, applications may be made up to 0.008 lbs. Pyrethrins/acre/day, or 0.08 lbs. piperonyl butoxide /acre/day, whichever limit is hit first.

  Do not apply more than 0.2 lbs. pyrethrin/acre/year, or 2.0 lbs. piperonyl butoxide/acre/year, whichever is lower, in any treated area 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 disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.
- Not for use in outdoor residential misting systems.
- Not for use in metered release systems.
- Not for aerial application in Florida unless specifically authorized by the Bureau of Entomology, Florida Department of Agriculture and Consumer Services.

WIND SPEED:

Apply only when wind speed is greater than or equal to 1 mph.

Ground-based applications for wide-area mosquito abatement application: Spray equipment must be adjusted so that the volume 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 ad-

Aerial applications for wide-area mosquito abatement applica Spray equipment must be adjusted so that the volume media produced is less than 60 microns (Dv 0.5 < 60 µm) and that spray is contained in droplets smaller than 80 microns (Dv 0.9 The effects of flight speed, and for non-rotary nozzles, nozz the droplet size spectrum must be considered. Directions from ment manufacturer or vendor, pesticide registrant or a test fa a wind tunnel and laser-based measurement instrument must adjust equipment to produce acceptable droplet size spectra. equipment must be tested at least annually to confirm that pre nozzle and nozzle flow rate(s) are properly calibrated.

RELEASE HEIGHT for AERIAL:

Fixed wing:

Apply using a nozzle height of no less than 100 feet above or canopy.

Rotary wing:

Apply using a nozzle height of no less than 75 feet above the canopy.

Before making the first application in a season, it is advisable with the state or tribal agency with primary responsibility fo regulation to determine if other regulatory requirements exist.

Avoid contamination of food or feedstuffs.

This concentrate is formulated to be diluted with a suitable such as but not restricted to light mineral oil, deodorized k petroleum distillate, for use in cold fog aerosol generators.

This concentrate may be diluted or used as supplied for mos trol programs involving residential, industrial, recreational and areas where adult mosquitoes are present in annoying numbe tation surrounding swamps, marshes, overgrown waste areas and pastures.

Use in agricultural areas should be in such a manner as to avo in excess of established tolerances for pyrethrins and piperon on crops or commodities.

Best results are expected from application when the met conditions favor an inversion of air temperatures in the area t when the wind is not excessive. Repeated applications may b necessary to obtain the desired reduction in adult mosquitoes

Backpack application may require a greater rate of dilution th

EQUIPMENT CALIBRATION PARAMETERS
SPRAY PARTICLE SIZE AND DROPLET SPECTRA

Directions from the equipment manufacture or vendor, pesticide registrant or a test facility using a laser-based measurement instrument mu to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pres nozzle and nozzle flow rate(s) are properly calibrated.

If necessary, contact the distributor or manufacture of this product for undiluted spread factors or the manufacturer of diluting oils for a spre use to determine droplet size with this product if applied undiluted or diluted.

Ground Equipment:

Specifically: Cold Aerosol ULV, Non-Thermal Spray, Mechanical Cold Aerosol, Turbine Spray, and Thermal Aerosol Fogging Equipment

Spray equipment must be adjusted so that the volume median diameter (VMD) is less than 30 microns (Dv 0.5 < 30um) and that 90% of t contained in droplets smaller than 50 microns (Dv 0.9 <50 um).

Application Rates Lbs. Pyrethrin /Acre	**Application Rate/Fluid Ounces To Use per Minute**			**Fluid Ounces of Evergreen ULV (5-25) Ground**
	5 mph	10 mph	15 mph	
Light Infestation **0.0018**	1.8	3.4	5.1	0.63
Normal Infestation **0.0020**	2.0	4.0	6.0	0.70
High Infestation **0.0025**	2.4	4.7	7.1	0.88
When targeting *Aedes Taeniorhynchus* and other difficult species **0.008**	8	16	24	2.80

Aerial Equipment:

Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns (Dv 0.5 < 60um) and that 90% of t contained in droplets smaller than 80 microns (Dv 0.9 < 80).

The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered.

Fixed Wing: Apply using a nozzle height of no less than 100 feet above the ground or canopy. Rotary wing: Apply using a nozzle height of n 75 feet above the ground or canopy. Apply only when wind speed is greater than or equal to 1 mph.

PROHIBITION ON AERIAL USE: Not for aerial application in Florida unless specifically authorized by the Bureau of Entomology, Florida Dep Agriculture and Consumer Services.

Do not apply more than 0.2 lbs. of pyrethrin per acre/year (226.75 g/Ha/year) and 2.0 lbs. of piperonyl butoxide per acre/year (2,267.5 whichever is lower, in any treated area. More frequent treatments may be made to prevent or control a threat to public and /or animal health by a state, tribal, or local health or vector control agency on the basis of documented evidence of disease–causing agents in vector mosqu occurrence of mosquito–borne disease in animal or human populations, or if specifically approved by the state of tribe during a natural disast effort. Do not exceed 25 applications at 0.008 pounds of pyrethrins per acre in any given year (365 days).

Apply Evergreen ULV (5-25) Ground diluted or undiluted at rates between 0.0018 pounds pyrethrins and no more than 0.008 pounds pyrethri in any given 24 hour period unless otherwise noted.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

PESTICIDE STORAGE: Store in a cool, dry place. Keep container closed. Post as a pesticide storage area. Always store pesticides in the or tainer. Store away from food, pet food, feed, seed, fertilizers, and veterinary supplies. Place liquid formulations on lower shelves and dry fo above.

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container by application according to label directions. If wastes cannot be avc remaining product to a waste disposal facility or pesticide disposal program (often such programs are run by state or local governments or by

CONTAINER HANDLING [For containers of 5 gallons or less]: Non-refillable container. Do not reuse or refill this container. Triple rinse co equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and d seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equi 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. 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 orc

CONTAINER HANDLING [For containers greater than 5 gallons]: Non-refillable container. Do not reuse or refill this container. Triple rinse Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip 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 bacl several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipmer tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then offer for recycling if available, or puncture and dis a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances.

[Or for Refillable containers]
Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning before refilling is the bility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment o Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate i collection system. Repeat this rinsing procedure two more times. Offer for recycling if available or reconditioning if appropriate, or puncture ar of in a sanitary landfill, or by other procedures approved by state and local authorities.

[Or for Refillable totes/55 gal containers]
Pressure rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds aft begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure ri zle 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. Offer for available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local a

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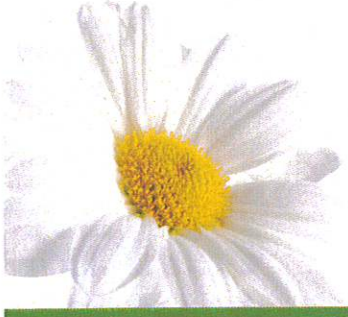
ULV (5-25) Ground

For the love of the outdoors.

EverGreen® ULV (5-25) Ground is an oil based formulation to provide Mosquito Abatement Districts with a potent ULV ground solution that delivers fast, effective knockdown and kill of mosquitoes

When used as a ground applied ULV solution, the botanically-based Pyrethrum in EverGreen ULV (5-25) Ground provides a contact insecticide synergized for maximum results and to combat metobolic resistance.

- Contains pyrethrins, a botanical insecticide
- EverGreen ULV (5-25) Ground targets mosquitoes within harborage and hiding areas to maximize contact with ULV cloud for controlling mosquito infestations
- Oil-based formulation provides Mosquito Abatement Districts with the ability to adjust AI concentration while prolonging application tank stability
- For use over growing crops, ornamentals or agricultural areas
- Do not apply more than 0.2 lbs pyrethrin/acre/year or 2.0 lbs PBO/acre/year
- More frequent treatments may be made to prevent or control a threat to public and/or animal health determined by 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



Intended for use by Mosquito Abatement Districts

Concentrated formula requires dilution with mineral oil

Controls adult mosquitoes that may carry infectious diseases

Kills adult mosquitos by contact

Ultra-Low Volume (ULV) for the control of mosquitoes in or near agricultural fields, residential areas, industrial, commercial, urban, recreational areas, woodlands, golf courses, roadsides, pastures and other areas where these pests are a problem

BEST PRACTICES

Use EverGreen ULV (5-25) Ground as part of an IVM (Integrated Vector Management) program and rotational adulticide solution

Please review the label for all required Use Restrictions and Personal Protective Equipment (PPE) requirements

To avoid possible harm to honey bees and other beneficial insects, it is advisable to apply when the non-target insects are least active

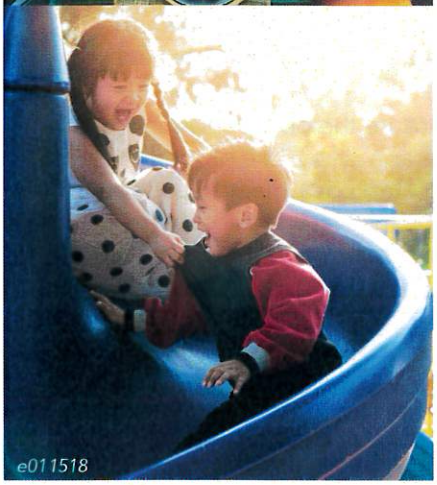
To ensure the best performance, coverage is key. Use properly calibrated equipment to provide the best coverage and optimal droplet size

PYRETHRUM – BOTANICAL ACTIVE INGREDIENT | CAN BE SPRAYED OVER CROPS | FAST KNOCKDOWN









e011518

EVERGREEN®

ULV (5-25) Ground

For the love of the outdoors.

PRODUCT SPECIFICATIONS

Signal Word	Caution
Packaging	5 gallon 30 gallon 55 gallon
EPA Registration Number	1021-1199
	Can be applied near or over agricultural areas
Stability	Agitation recommended; not required. If left diluted in tank, make sure to agitate before use
Appearance	Clear, amber-brown colored liquid
Odor	Mild sweet odor
Active ingredients	pyrethrins, PBO
Flammability	OSHA – Combustible liquid
Mode of Action	Sodium channel modulator – disrupts insect nervous system
Class of Chemistry	pyrethrins, synergist
Respirator Required	Only required for indoor areas
Mix or Dilute in	Light mineral oil, deodorized kerosene or petroleum distillate for use in cold fog aerosol generators
Activity	Kills by contact
Shelf Life	3 years in original commercial packaging stored at room temperature
Median Droplet Size (VMD)	5 to 30 microns (Dv 0.5 <30 µm); 90% of the spray contained in droplets smaller than 50 microns (Dv 0.9 < 50 µm)
Speed	The effects of speed and nozzle angle on the droplet size spectrum must be considered
Maximum daily application rate	0.0025 lbs. pyrethrin/acre 0.025 lbs./acre PBO

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SECTION 1. Identification of the Substance/Mixture and of the Company

Product Identifier

Formulation Identifier: DUET® Dual-Action Adulticide

EPA Registration Number: 1021-1795-8329

Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Relevant identified uses: An insecticide for mosquito and vector control
Uses advised against: See product label for use restrictions

Details of the Supplier

Clarke Mosquito Control Products, Inc.
675 Sidwell Court
St. Charles, IL 60174 U.S.A.
+1 (630) 894-2000
Email: Clarke@clarke.com

Emergency Telephone Number

24 Hour MEDICAL Emergency: SafetyCall®: (888) 740-8712 or (952) 852-9509
24 Hour TRANSPORTATION Emergency: CHEMTREC®: (800)-424-9300
International: (703) 527-3887

SECTION 2. Hazards identification

United States (US)
According to OSHA 29 CFR 1910.1200 HCS

Classification of the Substance or Mixture

Acute Toxicity (Inhalation): Category 4

Aspiration Toxicity: Category 1

Pictogram:



Signal Word: DANGER

Hazard Statements: Harmful if inhaled.
May be fatal if swallowed and enters airways.

Precautionary Statements:

PREVENTION: Avoid breathing mist/vapors/spray. Use only outdoors or in well-ventilated area.

RESPONSE: IF INHALED- Remove victim to fresh air and keep at rest in a position for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

IF SWALLOWED: Immediately call a poison center/doctor. Do NOT induce vomiting.

STORAGE: Store locked up in a well ventilated place. Keep container tightly closed.

DISPOSAL: Dispose of contents/container to an approved waste disposal plant.

Other Hazards Not Classifiable Under OSHA 2012 HCS - Not applicable

Comments: This material is considered hazardous by the 2012 OSHA Hazard Communication Standard [29 CFR 1910.1200(a)(1), and the GHS

SECTION 3. Composition/Information on Ingredients

Components

Substance Name	CAS No.	Concentration % w/w
ETOC® (Prallethrin)	23031-36-9	1.0
SUMITHRIN® (d-Phenothrin)	26002-80-2	5.0
Piperonyl Butoxide	51-03-6	5.0
Petroleum Distillates, hydrotreated light	64742-47-8	20-30 *
White Mineral Oil	8042-47-5	50-75 *

* The exact percentage (concentration) of composition has been withheld as trade secret.
Ingredients not identified are non-hazardous and/or are not required to be disclosed pursuant to 29 CFR 1910.1200 (2012), and are withheld as trade secret.

SECTION 4. First Aid Measures

Description of First Aid Measures

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. Call a poison control center/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.

Ingestion: If swallowed, IMMEDIATELY call a poison control center or doctor for treatment advice. DO NOT give **any** liquid to the person. Do not induce vomiting unless told to do so by a poison control center or doctor. Never give anything by mouth to an unconscious person.

Inhalation: Remove affected 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.

Indication of Immediate Medical Attention and Special Treatment

Notes to Physician: Contains Pyrethoids and Petroleum Distillates – vomiting may pose an aspiration hazard. For skin effects, a highly efficient therapeutic agent for Pyrethrin/Pyrethroid exposure is topical application of Tocopherol Acetate (Vitamin E).

SECTION 5. Fire-Fighting Measures

Extinguishing Media

Suitable Extinguishing Media: Water Fog, Carbon Dioxide (CO_2), Dry Chemical, foam

Unsuitable Extinguishing Media: Do not use water jet.

Special Hazards Arising From the Substance or Mixture

Specific Hazards: No information available.

Explosion data:
Sensitivity to Mechanical Impact: None
Sensitivity to static discharge: Yes, use proper bonding and/or grounding procedures.

Special Protective Equipment and Precautions for Fire-Fighters

Protection against fire: As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

Special Procedures: Treat as oil fire. Move container from fire area if it can be done without risk. Do not scatter spilled material with high-pressure water streams. Dike for later disposal. Use extinguishing agents

appropriate for surrounding fire. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

SECTION 6. Accidental Release Measures

Personal Precautions, Protective Equipment and Emergency Procedures

General Precautions: Use appropriate protection (see section 8). Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Use personal protective equipment as required.

Environmental Precautions: Prevent product from entering into drains and waterways. Collect and dispose of this material and its container in accordance with national and regional regulations. If the product has contaminated surface water, inform the appropriate authorities.

Methods and Material for Containment and Cleaning Up

Methods for containment: Prevent further leakage of spillage if safe to do so. Move containers from spill area.

Small spill: Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers.

Large Spill: Prevent entry into sewers, water courses, basements or confined areas. Dam up and soak up with inert absorbent material. Pick up and transfer to properly labeled containers. Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

SECTION 7. Handling and Storage

Precautions for Safe Handling

Protective measures: Wear a long-sleeved shirt, long pants, shoes and socks. Take prudent precautions to avoid contact with skin, eyes, and clothing. Mechanical ventilation should be used when handling this product in enclosed spaces. Do not contaminate water, food or feedstuffs, by storage, handling, or by disposal.

Hygiene Measures: Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for Safe Storage, Including Any Incompatibilities

Storage Conditions: Store in a cool, dry place. Keep container closed. Always store pesticides in the original container. Store away from food and pet food. Keep out of reach of children.

Electrostatic Accumulation Hazard: This product contains petroleum distillates for which there is potential for the accumulation of static electricity. Consideration should be given to bonding and grounding of equipment during loading, unloading, and transfer of this product.

SECTION 8. Exposure Controls / Personal Protection

These precautions are suggested for conditions where the potential for exposure exists. Emergency conditions may require additional precautions.

Control Parameters

Component Name	CAS No.	List	Type	Value
ETOC® (Prallethrin)	23031-36-9	OSHA; ACGIH		None
SUMITHRIN® (d-Phenothrin)	026002-80	OSHA; ACGIH		None
Piperonyl Butoxide	51-03-6	OSHA; ACGIH		None
Petroleum Distilates	64742-47-8	OSHA & ACGIH	TLV/TWA (as oil-mist, if generated)	5 mg/m^3

Mineral Oil	8042-47-5	OSHA & ACGIH	PEL / TLV, TWA (oil mist, mineral)	5 mg/m³

Exposure controls

Engineering Controls: Use with adequate ventilation. Local exhaust ventilation may be necessary for some operations..

Individual Protection Measures, such as Personal Protection Equipment:

Eye Protection: Safety Glasses, Goggles or Face Shield. Take prudent precautions to avoid contact with eyes.

Skin Protection: Wear a long-sleeved shirt and long pants, shoes and socks.

Hand Protection: It is good industrial hygiene practice to minimize skin contact. If required or preferred, use suitable protective chemical resistant gloves such as latex, nitrile, or neoprene.

Respiratory Protection: None required. If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn.

SECTION 9. Physical and Chemical Properties

Information on Basic Physical and Chemical Properties

Appearance:	Clear, yellow-colored liquid
Color:	1.0 on Gardner Scale
Odor:	Solvent odor
Odor Threshold:	No information available
pH:	Not applicable. Product is not miscible in water
Melting Point:	No information available
Freezing Point:	No information available
Initial Boiling Point:	No information available
Flash Point:	>93.3°C (>200°F) (Tag Closed Cup)
Evaporation Rate:	No information available
Flammability:	No information available
Explosion limits [U/L]:	No information available
Vapor Pressure:	No information available
Vapor Density (Air =1):	Heavier than air
Relative Density:	No information available
Specific Gravity (Water = 1)	0.860 @ 20°C (68°F)
Solubility:	Immiscible
Partition Coefficient:	No information available
Auto-Ignition Temperature:	No information available
Viscosity:	18 cPs @ 22.0°C (71.6°F) Brookfield
Decomposition Temperature:	No information available
Explosive Properties:	No information available
Oxidizing Properties:	No information available
VOC Content (%):	<1.000%

SECTION 10. Stability and Reactivity

Reactivity
No data available

Chemical Stability

Stable under recommended normal storage conditions

Possibility of Hazardous Reactions

Hazardous Reactions:	None under normal conditions
Hazardous Polymerization:	Hazardous polymerization does not occur

Conditions to avoid Extremes of temperature and direct sunlight

Incompatible materials Not compatible with strong acids and bases. Not compatible with oxidizing agents.

Hazardous decomposition products
Carbon monoxide (CO), Carbon dioxide (CO_2)

SECTION 11. Toxicological information

Information on Likely Routes of Exposure

Routes of entry: Oral, Dermal, Inhalation
May be fatal if swallowed and enters airways due to petroleum distillate. Vomiting may cause aspiration pneumonia.

Information on Toxicological Effects

Acute Toxicity / Effects

Assessment of acute toxicity: Slightly toxic after ingestion. Relatively non-toxic after short-term inhalation. Moderately toxic after short term skin contact. Some or all of the toxicity data reported is bridged from a substantially similar formula.

Oral, (Rat) LD_{50}	>5,000 mg/kg
Dermal, (Rabbit) LD_{50}	>2,000 mg/kg
Inhalation, Rat LC_{50}	>2.04 mg/l (4 hours)
Skin Corrosion/Irritation:	Slight irritation at 72 hours. Irritation Index = 0.92
Serious Eye Damage/Irritation:	Irritation clearing in 24 hours.
Skin Sensitization:	Negative; Not considered to be a dermal sensitizer (Buehler).
Conditions aggravated by exposure:	None known

Chronic Toxicity / Effects

Assessment of repeated dose toxicity: No significant signs or symptoms indicative of any adverse health effects are expected to occur.

Germ Cell Mutagenicity	This product has not been tested. The statement has been derived from the properties of the individual components. No data is available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	Not carcinogenic. This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP. Marginally higher incidences of benign liver tumors in mice were observed following lifetime high dose exposures to PBO. The significance of these observations is undetermined and under review. The doses at which tumors were observed for PBO greatly exceeded potential exposure from labeled uses.
Reproductive Effects:	This product has not been tested. The statement has been derived from the properties of the individual components. No data is available to indicate product or any components present at greater than 0.1% produce a fertility impairing effect. No indication of a developmental toxic / teratogenic effect.
STOT – Single exposure	Not classified
STOT – Repeated exposure	Not classified

SECTION 12. Ecological Information

Ecotoxicity:

Product specific data is not available. Data referenced is in relation to active ingredients, d-Phenothrin and PBO

Toxicity to Fish:	d-Phenothrin 96-hr Acute LC_{50} 16.7 µg/L (rainbow trout), 15.8 µg/L (bluegill sunfish) PBO: 96-hour Acute LC_{50} 6/12 ppm (rainbow trout) Prallethrin LC50 0.012 mg/L (rainbow trout)
Toxicity to Aquatic Invertebrates:	d-Phenothrin 48-hr LC_{50} 4.4 µg/L *Daphnia magna* d-Phenothrin 48-hr LC_{50} 0.025 µg/L *Mysidopsis bahia* PBO: 96-hr LC_{50} 0.49 ppm, *Americamysis bahia* Prallethrin 48-hr EC_{50} 0.0062 mg/L *Daphnia*
Toxicity to Plants:	No data available

Persistence and Degradability

Product specific data not available. Data referenced is in relation to the active ingredients, d-Phenothrin and PBO

Biodegradability:	Not readily biodegradable (by OECD criteria)
Bioconcentration Factor:	d-Phenothrin: 592 (edible), 4,000 (non-edible) PBO: 2, 175 Prallethrin: no data available
Log Kow:	d-Phenothrin: 6 PBO: 4.95 Prallethrin: 4.49
Depuration:	d-Phenothrin, PBO: 2-4 days
Mobility in Soil:	d-Phenothrin has low water solubility and binds tightly to soil. Based on these properties, d-phenothrin is relatively immobile in soil and its potential to contaminate groundwater is low. PBO is not very soluble in water and adheres moderately to soil with organic matter. Prallethrin is not very water soluble and adheres moderately with organic material. The hazard for prallethrin to move off the site of application with rain or irrigation is rated moderate.

SECTION 13. Disposal Considerations

Waste Treatment and Disposal methods

Pesticide wastes are regulated. Consult product label for chemical substance and container disposal instructions. Avoid release to the environment. Improper disposal of excess product or rinsate is a violation of Federal law. If these wastes cannot be disposed or by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA regional office for guidance.

Container disposal: Rinse thoroughly in accordance with label instructions.

SECTION 14. Transport Information

DOT (US)
Proper Shipping Name: Agricultural Insecticide. N.O.I. Non-Hazardous
Primary Hazard Class/Division: Non-Hazardous

In Non-Bulk quantities (i.e., less than or equal to 119 Gallons / 450 Liters): This material is not regulated by the DOT as a hazardous material.

In Bulk Quantities (more than 119 Gallons / 450 Liters):
UN Number: UN3082
Proper Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S (d-PHENOTHRIN)
Hazard Class: 9
Packing Group: III
Marine Pollutant: Yes

IMDG (Vessel)

UN Number: UN3082
Proper Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S (d-PHENOTHRIN)
Hazard Class: 9
Packing Group: III
Marine Pollutant: Yes

ICAO/IATA (Air transport)
UN Number: UN3082
Proper Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S (d-PHENOTHRIN)
Hazard Class: 9
Packing Group: III
Marine Pollutant: Yes

SECTION 15. Regulatory Information

FIFRA Information: This chemical is a pesticide product regulated 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 for safety data sheet, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Signal word: CAUTION
KEEP OUT OF REACH OF CHILDEN

PRECAUTIONARY STATEMENTS: HAZARDS TO HUMANS AND DOMESTIC ANIMALS: CAUTION. Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse.

Personal Protective Equipment (PPE): Mixers, loaders, applicators, and other handlers must wear the following: long-sleeve shirt, long pants, shoes and socks. See engineering controls for additional requirements.

User safety requirements: 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 material that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

User Safety Recommendations: Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Users 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. 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 applications is limited to use of the Global Positioning System (GPS) or mechanical flaggers.

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 a doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person.
Note to physician:	Contains petroleum distillates. Vomiting may cause aspiration pneumonia.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information regarding medical emergencies or pesticide incidents call 1-888-740-8712.

Other Federal Regulations

SARA TITLE III CLASSIFICATION

Section 302:	None
Section 311/312:	Immediate (acute) health hazard
Section 313:	This product contains the following chemicals subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

CAS Number	Chemical Name	% by wt.

26002-80-2	d-phenothrin	5.0
51-03-6	piperonyl butoxide	5.0

CERCLA RQ: None

U.S. California Proposition 65: Not listed

STATE RIGHT-TO-KNOW : National, state, provincial or local emergency planning, community right-to-know or other laws, regulations or ordinances may be applicable--consult applicable national, state, provincial or local laws.

OSHA HAZARD COMMUNICATION STANDARD: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

SECTION 16. Other Information

DISCLAIMER OF LIABILITY: The information in this SDS was obtained from sources we believe to be reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared as is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.

NFPA Health Hazards 2
Flammability 1
Instability 0
Physical and Chemical Properties –

HMIS Health Hazards 1
Flammability 1
Physical Hazards 0
Personal Protection X

™ DUET is a Trademark of Clarke Mosquito Control Products, Inc.
® Sumithrin is a Registered Trademark of Sumitomo Company Ltd.
® ETOC is a Registered Trademark of Sumitomo Company Ltd.

End of document

DUET®

Dual-Action Adulticide

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.

A Quick Knockdown, Oil Soluble Synergized Synthetic Pyrethroid for Effective Control of Adult Mosquitoes, Gnats, Biting and Non-Biting Midges, and Blackflies in Outdoor Residential and Recreational Areas.

ACTIVE INGREDIENTS:	
Prallethrin: (RS)-2-methyl-4-oxo-3-(2-propynyl) cyclopent-2-enyl-(1RS)-cis, trans-chrysanthemate	1.00%
Sumithrin®: 3-Phenoxybenzyl-(1RS, 3RS, 1RS, 3SR)-2,2-dimethyl-3-(2-methylprop-1-enyl) cyclopropanecarboxylate	5.00%
* Piperonyl Butoxide	5.00%
** OTHER INGREDIENTS	89.00%
	100.00%

Contains 0.0717 pounds of Prallethrin/Gallon, 0.359 pounds of Sumithrin®/Gallon and 0.359 pounds of Piperonyl Butoxide (PBO)/Gallon

*(butylcarbityl)(6-propylpiperonyl) ether and related compounds

**Contains petroleum distillate

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

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 a doctor. • Do not give **any** liquid to the person. • Do not give anything by mouth to an unconscious person.
NOTE TO PHYSICIAN: Contains petroleum distillates - vomiting may cause aspiration pneumonia.	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information regarding medical emergencies or pesticide incidents, call 1-888-740-8712.	

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION. Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE) Mixers, loaders, applicators, and other handlers must wear the following: long-sleeved shirt, long pants, shoes and socks. See engineering controls for additional requirements.

USER SAFETY REQUIREMENTS 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 material that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

USER SAFETY RECOMMENDATIONS Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Users 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. 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 applications is limited to the use of the Global Positioning System (GPS) or mechanical flaggers.

ENVIRONMENTAL HAZARDS

This pesticide is highly toxic to aquatic organisms, including fish and aquatic invertebrates. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. 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 contaminate bodies of water when disposing of equipment rinsate or washwaters.

This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply to or allow drift onto blooming crops or weeds when bees are foraging in the treatment area, 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 OR CHEMICAL HAZARDS

Do not use 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.

USE RESTRICTIONS

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.

IN CALIFORNIA: This product is to be applied by County Health Department, State Department of Health Services, Mosquito and Vector Control or Mosquito Abatement District personnel only.

IN FLORIDA: Aerial applications of this product require trained personnel to perform industry accepted assays to monitor resistance formation in targeted mosquitoes.

Do not treat a site with more than 0.0036 lb. of each a.i., Sumithrin and piperonyl butoxide and 0.00072 lbs. prallethrin per acre in a single application or in any 24-hour period. Do not apply more than 0.0108 lb. each of Sumithrin and piperonyl butoxide and 0.0022 lb. prallethrin to the same treatment area in a 7 day period. Do not apply more than 0.0216 lb. each of Sumithrin and piperonyl butoxide and 0.0043 lb. prallethrin to the same treatment area in 1 month. Do not exceed 0.1 lb. of Sumithrin or piperonyl butoxide or 0.02 lb. prallethrin per acre in any site in one year. 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.

NOTE: When rotating products with other insecticides containing piperonyl butoxide, do not exceed 2 lbs. PBO per acre per year.

Not for use in outdoor residential misting systems. Not for use in metered release systems.

DUET cannot be diluted in water. Dilute this product with light mineral oil if dilution is preferred.

USE INFORMATION

DUET is approved for application as a thermal aerosol and as an Ultra Low Volume (ULV) nonthermal aerosol (cold fog) in mosquito adulticiding programs involving outdoor residential, urban, industrial, and recreational areas where adult mosquitoes are present in annoying numbers, and in vegetation surrounding parks, woodlands, swamps, marshes, overgrown areas and golf courses.

DUET may be applied over crops or to areas favoring drift over crops, including row, tree, fruit, citrus, pasture and other areas where agricultural enterprises take place.

SPRAY DROPLET SIZE DETERMINATION

Ground-based, wide area mosquito abatement application: Spray equipment must be adjusted so that the volume median diameter (VMD) is less than 30 microns (Dv 0.5 < 30 um) and that 90% of the spray is contained in droplets smaller than 50 microns (Dv 0.9 < 50 um). 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, wide area mosquito abatement application: Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns (Dv 0.5 < 60 um) and that 90% of the spray is contained in droplets smaller than 115 microns (Dv 0.9 < 115 um). The effects of flight speed and, for non-rotary atomizers, 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.

GROUND ULV APPLICATION

To control Mosquitoes and other listed insects, apply DUET at a flow rate of 2.6 to 7.8 fluid ounces per minute at an average vehicle speed of 10 mph using a swath width of 300 feet for acreage calculations (see chart below). For best results, apply when mosquitoes are most active and meteorological conditions are conducive to keeping the spray cloud close to the ground. Certain mosquito species such as *Aedes aegypti* and *Aedes albopictus*, are most active during the day. Application in calm air conditions is to be avoided. Apply only when ground wind speed is greater than or equal to 1 mph. All types of applications should be conducted at temperatures above 50 °F. Under normal residential conditions a flow rate of 4.8 fluid ounces per minute at an average vehicle speed of 10 mph is recommended. If a different vehicle speed is used, adjust rate accordingly. These rates are equivalent to 0.00024 to 0.00072 pounds of Prallethrin and 0.0012 to 0.0036 pounds of Sumithrin® and Piperonyl Butoxide per acre. Vary flow rate according to vegetation density and mosquito population. Use higher flow rate

SAMPLE LABEL

in heavy vegetation or when populations are high. DUET may also be diluted with a suitable solvent such as mineral oil and applied by GROUND ULV equipment so long as 1.28 fluid ounces per acre of DUET is not exceeded. Refer to the dilution tables on this label for flow rate calculations for diluted end-use formulations of DUET. Use the following tables to calculate application rates:

Pounds a.i./Acre			DUET Fl.oz./Acre	Flow Rates in fluid oz./minute at truck speeds of:			
Prallethrin	Sumithrin®	PBO		5 MPH	10 MPH	15 MPH	20 MPH
0.00072	0.0036	0.0036	1.28	3.9	7.8	11.7	15.6
0.00044	0.0022	0.0022	0.79	2.4	4.8	7.1	9.5
0.00036	0.0018	0.0018	0.64	1.9	3.9	5.8	7.8
0.00024	0.0012	0.0012	0.43	1.3	2.6	3.9	5.2

DUET may be applied through truck mounted thermal fogging equipment. Do not exceed the maximum rates listed above. May be applied at speeds of 5 to 20 mph. To reduce oil requirement and sludge buildup in equipment, use a 60-100-second viscosity mineral "fog" oil or other fuel-type oil. Use a clean, well-maintained and properly calibrated fogger. Do not wet foliage since oil base formulations may be phytotoxic.

Urban ULV Mosquito Control: DUET may be applied for control of resting or flying adult mosquitoes in urban and industrial areas such as utility tunnels, pipe chases, underground basements, underground passages, parking decks, open parking garages, abandoned warehouses, crawl spaces, uninhabited buildings, rail yards, waste yards, junkyards, tire dumps, and other areas where adult mosquitoes may be found. Apply using mechanical-foggers, or truck-mounted ULV equipment, or other spray equipment suitable for this application. Apply at rates up to but not exceeding 0.0036 lb of each a.i., Sumithrin and piperonyl butoxide and 0.00072 lbs. prallethrin per acre in a single application or in any 24-hour period.

AERIAL APPLICATION

DUET may be applied at rates of 0.43 to 1.28 fluid ounces of DUET per acre by fixed wing or rotary aircraft equipped with suitable ULV application equipment. Appropriate spray systems include rotary atomizers, flat fan, high pressure, and high pressure impaction nozzles characterized and oriented to achieve the droplet characteristics specified in this label. DUET may also be diluted with a suitable solvent such as mineral oil and applied by aerial ULV equipment so long as 1.28 fluid ounces per acre of DUET is not exceeded. Refer to the dilution tables on this label for flow rate calculations for diluted end-use formulations of DUET. Do not apply by fixed wing aircraft at a height less than 100 feet above the ground or canopy, or by helicopter at a height less than 75 feet above the ground or canopy unless specifically approved by the state or tribe based on public health needs. When making aerial application at an altitude of less than 100 feet, apply only when wind speed at altitude is greater than or equal to 5 mph. When making application at an altitude of 100 feet or greater, apply only when wind speed at altitude is greater than or equal to 3 mph.

DILUTION CALCULATIONS

For a 4% Sumithrin product, dilute 1 gallon DUET with 0.25 gallon oil. Finished spray contains 0.29 lbs Sumithrin & PBO and 0.06 pounds Prallethrin per gallon.

Dosage Description	Pounds a.i./Acre			Fluid oz. Finished spray/Acre	Flow Rates in fluid oz./minute at truck speeds of:			
	Prallethrin	Sumithrin	PBO		5 MPH	10 MPH	15 MPH	20 MPH
High Population	0.00072	0.0036	0.0036	1.61	4.9	9.7	14.6	19.5
Recommended	0.00044	0.0022	0.0022	0.98	3.0	5.9	8.9	11.9
Light Population	0.00036	0.0018	0.0018	0.80	2.4	4.9	7.3	9.7
	0.00024	0.0012	0.0012	0.54	1.6	3.2	4.9	6.5

For a 2.5% Sumithrin product, dilute 1 gallon DUET with 1 gallon oil. Finished spray contains 0.179 lbs Sumithrin & PBO and 0.036 pounds Prallethrin per gallon.

Dosage Description	Pounds a.i./Acre			Fluid oz. Finished spray/Acre	Flow Rates in fluid oz./minute at truck speeds of:			
	Prallethrin	Sumithrin	PBO		5 MPH	10 MPH	15 MPH	20 MPH
High Population	0.00072	0.0036	0.0036	2.57	7.8	15.6	23.4	31.1
Recommended	0.00044	0.0022	0.0022	1.57	4.8	9.5	14.3	19.0
Light Population	0.00036	0.0018	0.0018	1.28	3.9	7.8	11.7	15.6
	0.00024	0.0012	0.0012	0.86	2.6	5.2	7.8	10.4

For a 2% Sumithrin product, dilute 1 gallon DUET with 1.5 gallons oil. Finished spray contains 0.143 lbs Sumithrin & PBO and 0.029 pounds Prallethrin per gallon.

Dosage Description	Pounds a.i./Acre			Fluid oz. Finished spray/Acre	Flow Rates in fluid oz./minute at truck speeds of:			
	Prallethrin	Sumithrin	PBO		5 MPH	10 MPH	15 MPH	20 MPH
High Population	0.00072	0.0036	0.0036	3.21	9.7	19.5	29.2	38.9
Recommended	0.00044	0.0022	0.0022	1.96	5.9	11.9	17.8	23.8
Light Population	0.00036	0.0018	0.0018	1.61	4.9	9.7	14.6	19.5
	0.00024	0.0012	0.0012	1.07	3.2	6.5	9.7	13.0

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

PESTICIDE STORAGE: Store in a cool, dry place. Keep container closed.

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:

[For 2.5-gallon Jugs]: 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 and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with mineral oil and recap. Shake for 10 seconds. Pour rinsate into application equipment or a rinse 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 if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

[For refillable drums & totes]: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. 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 mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into rinsate collection system. Repeat this rinsing procedure two more times. 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.

FOR MORE INFORMATION CALL 1-800-323-5727

NOTICE: To the extent provided by law, Seller makes no warranty, expressed or implied, concerning the use of this product other than as indicated on the label. Buyer assumes all risk of use and/or handling of this material when use and/or handling is contrary to label instructions.

Sumithrin® - Registered Trademark of Sumitomo Chemical Company, Ltd.
Duet® - Registered Trademark of Clarke Mosquito Control Products, Inc.

MANUFACTURED FOR:
CLARKE MOSQUITO CONTROL PRODUCTS, INC.
159 N. GARDEN AVENUE
ROSELLE, ILLINOIS 60172

AVAILABLE PACKAGING: 2.5 GAL, 30 GAL, 55 GAL, 275 GAL TOTE

LOT NO.: Marked on Container Label

EPA REG. NO.: 1021-1795-8329

EPA EST. NO.: _____

AL0477

SECTION 1. Identification of the Substance/Mixture and of the Company

1.1 Product Identifier

Formulation Identifier: ULV MOSQUITOMASTER® 412

EPA Registration Number: 8329-36

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Relevant identified uses: Insecticide for control of adult mosquitoes

Uses advised against: See product label for use restrictions

1.3 Details of the Supplier of the Safety Data Sheet

Clarke Mosquito Control Products, Inc.
675 Sidwell Court
St. Charles, IL 60174 U.S.A.
+1 (630) 894-2000
Email: Clarke@clarke.com

1.4 Emergency Telephone Number

Poison Control Center (medical emergency): 1-800-214-7753
INFOTRAC (Transportation/Spill Emergency): 1-800-535-5053

SECTION 2. Hazards identification

United States (US)
According to OSHA 29 CFR 1910.1200 HCS (2012)

2.1 Classification of the Substance or Mixture

Classification	Hazard Statements
Aspiration Hazard, Category 1	May be fatal if swallowed and enters airways
STOT, Repeated Exposure: Category 1	Causes damage to organs (brain, central nervous system, respiratory system, skin, and/or eyes) through prolonged or repeated exposure via ingestion, inhalation, eye contact, and/or skin contact.
Carcinogenicity, Category 2	Suspected of causing cancer
STOT, Single Exposure, Category 2	May cause damage to organs (brain, central nervous system, skin, and eyes via inhalation, ingestion, eye contact, and/or skin contact)
Acute Toxicity, Oral, Category 4	Harmful if swallowed
Flammable Liquid, Category 4	Combustible liquid

Pictograms:



Signal Word: Danger

Precautionary Statements:

PREVENTION: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood.

Do not breathe spray.

Wear protective gloves, protective clothing, eye protection, and face protection.

Wash thoroughly after handling.

Do not eat, drink or smoke when using this product.

Keep away from flames and hot surfaces.-No smoking.

RESPONSE: If swallowed: Immediately call a poison control center or doctor. Do NOT induce vomiting. Rinse mouth.

If exposed or concerned: Call a poison control center or doctor, and get medical advice/attention if you feel unwell. Treatment – See first aid statements in Section 4. Treat according to symptoms (decontamination, vital functions).

In case of fire: Use foam, dry chemical or carbon dioxide (CO2) to extinguish.

STORAGE: Store locked up, in a well-ventilated place. Keep cool.

DISPOSAL: Dispose of contents and container in accordance with local/regional/national regulations.

2.2 Other Hazards Not Classifiable Under OSHA 2012 HCS

See product label for any additional hazards

SECTION 3. Composition/Information on Ingredients

3.1 Components

Substance Name	CAS No.	Concentration % w/w
Chlorpyrifos	2921-88-2	12.00
Permethrin	52645-53-1	4.00
Light Aromatic Solvent Naphtha	64742-95-6	5 – 7 *
1,2,4 Trimethylbenzene	95-63-6	< 1.74
Xylene	1330-20-7	< 0.17
White Mineral Oil	8042-47-5	< 77 *

* The exact percentage (concentration) of composition has been withheld as trade secret.
Ingredients not identified are non-hazardous and/or are not required to be disclosed pursuant to 29 CFR 1910.1200 (2012), and are withheld as trade secret.

SECTION 4. First Aid Measures

4.1 Description of First Aid Measures

Eye contact: Immediately flush eyes with water. Flush eyes with water for a minimum of 5 minutes, occasionally lifting and lowering upper lids. Get medical attention promptly. Remove contact lenses if worn.

Skin contact: Immediately flush skin with plenty of water. Remove clothing. Get medical attention immediately. Wash clothing separately and clean shoes before reuse.

Inhalation: Rescuers should put on appropriate protective gear. Remove from area of exposure. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Keep victim warm. Get immediate medical attention. To prevent aspiration, keep head below knees.

Ingestion: DO NOT induce vomiting. Do not give liquids. Obtain emergency medical attention.

4.2 Most Important Symptoms and Effects, Both Acute and Delayed.

Chlorpyrifos is an cholinesterase inhibitor. Symptoms of overexposure to this product can include systematic poisoning, excessive sweating, weakness, salivation, nausea, diarrhea, bradycardia, tachycardia, bronchorrhea, small pupils, central nervous system (CNS) depression, fasciculation, and convulsions. If poisoning is probable, treat the patient immediately.

Eyes:	Acute exposure may cause mild eye irritation.
Skin:	Can be absorbed through skin, and produce CNS effects. May dry the skin leading to discomfort and dermatitis.
Inhalation:	Saturated vapors can be encountered in confined spaces and/or under conditions of poor ventilation. Vapors can cause irritation of the respiratory tract. May cause headache, nausea, weakness, lightheadedness, dizziness, drowsiness, and or stupor (CNS depression).
Ingestion:	May result in systematic poisoning. May cause gastrointestinal tract irritation, which may result in nausea and diarrhea. Small amounts of liquid aspirated into the lungs from ingestion or from vomiting (after ingestion) may cause chemical pneumonitis or pulmonary edema. May be fatal if liquid is aspirated into lungs.

4.3 Indication of Immediate Medical Attention and Special Treatment

Treatment (Note to Physician):

Chlorpyrifos is an cholinesterase inhibitor. Pralidoxime chloride (2-PAM, PROTOPAM chloride) may be effective as an adjunct to atropine. Use according to label directions. Before administering pralidoxime chloride, obtain a blood sample for cholinesterase analysis. Adjusting for age and weight, pralidoxime may be administered as a continuous infusion after a loading dose or using a bolus method. Clear airway and provide oxygen before administering atropine. Give atropine intramuscularly or intravenously, depending on severity of poisoning. Atropine may be administered through an alternative route such as an endotracheal tube. The dosage for atropine is as follows: 1 to 2 mg/kg initially IV in adults (or 0.05 mg/kg in children under 12 years) then give appropriate doses every 5 minutes until excessive secretions and sweating have been controlled. Use soap (preferably Tincture Green Soap) and water or dilute hypochlorite solution for decontaminating skin. Avoid opiates, parasympthomimetic agents (e.g. succinylcholine), theophylline, reserpine and or phenothiazines. Suction oral secretions and emesis to avoid aspiration. Artificial respiration or oxygen administration may be necessary. A slurry of activated charcoal may be medically warranted at an oral dose appropriate for adult, child or infant. For seizures, give benzodiazepine intravenously. Observe patient continuously for a least 72 hours. Allow no further exposure until cholinesterase generation has taken place as determined by blood tests.

Contains petroleum distillate. May pose an aspiration pneumonia hazard.

SECTION 5. Fire-Fighting Measures

5.1 Extinguishing Media

Suitable Extinguishing Media:	Carbon Dioxide (CO_2), Dry Chemical, Foam
Unsuitable Extinguishing Media:	Water jet

5.2 Special Hazards Arising From the Substance or Mixture

Specific Hazards:	Liquids and vapors are flammable. Vapors may cause flash fire or explosion. Vapors can travel to a source of ignition and flash back. Empty containers retain product residue (liquid and/or vapor) and can be dangerous. DO NOT pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. Also, do not reuse container without commercial cleaning or reconditioning. Closed container may explode under extreme heat. Under fire conditions some components may decompose. Combustion products may include CO, CO_2, hydrogen chloride, sulfur oxide, PO_X, NO_x, chlorides, and sulfides.

5.3 Special Protective Equipment and Precautions for Fire-Fighters

Protection Against Fire:	Wear positive pressure, self-contained breathing apparatus and protective firefighting clothing (includes fire-fighting helmet, coat, pants, boots, and gloves).
Special Procedures:	Treat as oil fire. Move container from fire area if it can be done without risk. Do not scatter spilled material with high-pressure water streams. Dike for later disposal. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

SECTION 6. Accidental Release Measures

6.1 Personal Precautions, Protective Equipment and Emergency Procedures

General Precautions: Avoid contact with spilled material.

For emergency responders: Respiratory protection: half-face or full-face respirator with filter(s) for organic vapor and, when applicable, H2S, or Self Contained Breathing Apparatus (SCBA) can be used depending on the size of spill and potential level of exposure. If the exposure cannot be completely characterized or an oxygen deficient atmosphere is possible or anticipated, SCBA is recommended. Work gloves that are resistant to aromatic hydrocarbons are recommended. Note: gloves made of polyvinyl acetate (PVA) are not water-resistant and are not suitable for emergency use. Chemical goggles are recommended if splashes or contact with eyes is possible. Small spills: normal antistatic work clothes are usually adequate. Large spills: full body suit of chemical resistant, antistatic material is recommended.

Environmental Precautions: Prevent product from entering into drains and waterways. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Collect and dispose of this material and its container in accordance with national and regional regulations. If the product has contaminated surface water, inform the appropriate authorities. See Section 12 for additional ecological information.

6.2 Methods and Material for Containment and Cleaning Up

Clean Up Methods: Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. All equipment used when handling the product must be grounded. Do not touch or walk through spilled material. Prevent entry into waterways, sewer, basements or confined areas. A vapor suppressing foam may be used to reduce vapors. Use clean non-sparking tools to collect absorbed material. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Large Spills: Water spray may reduce vapor; but may not prevent ignition in closed spaces. Small Spills: Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Recover by pumping or with suitable absorbent.

SECTION 7. Handling and Storage

7.1 Precautions for Safe Handling

Handling: Keep out of reach of children. Use only in a well ventilated area. Avoid breathing vapor, fumes or mist. Avoid contact with eyes, skin, and clothing. Take precautionary measures against static discharge. When transferring, follow proper grounding procedures. Use spark-resistant tools. Always open containers slowly to allow any excess pressure to vent. Follow all SDS/label precautions even after containers are emptied because they may contain product residues.

Hygiene Measures: Remove Personal Protective Equipment (PPE) immediately after handling this product. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove soiled clothing immediately and clean thoroughly before using again.

7.2 Conditions for Safe Storage, Including Any Incompatibilities

Storage: Product should be stored in compliance with local regulations. Keep away from heat, sparks, and flame. Store containers in a cool, well ventilated place. Keep container closed when not in use. Protect from direct sunlight. Static Discharge: materials can accumulate static discharge which can cause an incendiary electrical discharge. Storage containers should be grounded and bonded. Fixed storage containers, transfer containers and associated equipment should be grounded and bonded to prevent accumulation of static charge. Do not store near food, drink, animal feeding stuffs, pharmaceuticals, cosmetics or fertilizers. Keep out of reach of children.

SECTION 8. Exposure Controls / Personal Protection

These precautions are suggested for conditions where the potential for exposure exists. Emergency conditions may require additional precautions.

8.1 Control Parameters

Component Name	CAS No.	List/Source	Type	Value
Chlorpyrifos	2921-88-2	ACGIH	TLV	0.2 mg/m^3, A4 skin
Permethrin	52645-53-1	ACGIH	TWA	5 mg/m^3
		NIOSH	REL	5 mg/m^3
		OSHA	PEL	5 mg/m^3
1,2,4 Trimethylbenzene	95-63-6	ACGIH	TLV-TWA	25 ppm
		OSHA	PEL-TWA	25 ppm
Xylene	1330-20-7	ACGIH	TLV-TWA	100 ppm
		OSHA	PEL-TWA	100 ppm
White Mineral Oil	8042-47-5	ACGIH	TLV-TWA	5 mg/m^3 Inhalable Fraction
		OSHA	PEL-TWA	5 mg/m^3
		NIOSH	REL-TWA	5 mg/m^3 Mist

8.2 Exposure controls

Engineering Controls: Use with adequate ventilation. Local exhaust ventilation may be necessary for some operations. Wash hands thoroughly after handling. Wash clothing before re-using.

Individual Protection Measures, such as Personal Protection Equipment:

Eye Protection: Wear safety glasses with side shields, tightly fitting safety goggles (chemical goggles), or glasses with face shield.

Skin Protection: Wear suitable protective clothing including long-sleeve shirt, long pants, shoes and socks. Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, coveralls.

Hand Protection: Wear suitable protective chemical resistant gloves. Protective glove selection must be based on the user's assessment of the workplace hazards.

Respiratory Protection: In case of insufficient ventilation, use a NIOSH approved filtering face piece respirator with any R or P filter (TC-84A). You can also use other NIOSH approved particulate respirators that offer more protection such as a half face or full face respirator with any filter or a powered air purifying respirator with an HE filter.

SECTION 9. Physical and Chemical Properties

9.1 Information on Basic Physical and Chemical Properties

Appearance:	Liquid
Color:	Yellow
Odor:	Strong pesticide smell
Odor Threshold:	Not Available
pH:	Not Determined
Melting Point:	Not Applicable
Freezing Point:	Not Determined
Initial Boiling Point:	Not Determined
Flash Point:	62.0° C
Evaporation Rate:	Not Determined
Flammability:	Not Determined
Explosion limits [U/L]:	Not Applicable
Vapor Pressure:	Not Determined

Vapor Density:	Not Determined
Density:	7.61 lbs/gal
Solubility:	Not Determined
Partition Coefficient:	Not Determined
Auto-Ignition Temperature:	Not Determined
Viscosity:	8.25 cSt at 40° C
Decomposition Temperature:	Not Available
Explosive Properties:	Not Available
Oxidizing Properties:	Not Available

SECTION 10. Stability and Reactivity

10.1 Reactivity

Not Available

10.2 Chemical Stability

Stable under normal conditions

10.3 Possibility of Hazardous Reactions

Hazardous Reactions:	None under normal conditions
Hazardous Polymerization:	Not known to occur

10.4 Conditions to avoid

Protect from open flames, high energy ignition sources, excessive heat, and direct sunlight.

10.5 Incompatible materials

Avoid contact with strong oxidizing agents, strong acids, strong bases

10.6 Hazardous decomposition products

None known under normal conditions of storage and use. Under fire conditions some components may decompose. Combustion products may include CO, CO_2, hydrogen chloride, sulfur oxide, PO_X, NO_x, chlorides, and sulfides.

SECTION 11. Toxicological information

11.1 Information on Likely Routes of Exposure

See Section 4.2

11.2 Information on Toxicological Effects

Acute Toxicity	
Oral, Male Rat LD_{50}	1,836 mg/kg-bw
Dermal, Rat LD_{50}	> 2,000 mg/kg-bw
Inhalation, Rat LC_{50}	> 5.0 mg/L
Skin Corrosion/Irritation:	U.L.V. MOSQUITOMASTER® 412 is not classified as a skin irritant according to the OSHA 2012 HCS. Mild skin irritation may occur from prolonged or repeated exposure to this product.
Eye Damage/Irritation:	U.L.V. MOSQUITOMASTER® 412 is not classified as an eye irritant according to the OSHA 2012 HCS. Mild eye irritation may occur from direct exposure to the product.
Skin Sensitization:	U.L.V. MOSQUITOMASTER® 412 is not a skin sensitizer.
Germ Cell Mutagenicity:	Chlorpyrifos and Permethrin are not mutagenic. U.L.V. MOSQUITOMASTER® 412 is not expected to be mutagenic.

Carcinogenicity:	The product has not been tested. The product classification is derived from the properties of the individual components: Chlorpyrifos did not cause cancer in long-term animal studies. Permethrin caused at high dose levels an increased incidence of tumours in mice in the following organ(s): liver, Lungs. The mechanism that triggers tumours in rodents is not relevant for the low exposures encountered under normal use conditions. Permethrin is classified by IARC as Group 3 – Not classifiable as to its carcinogenicity to humans. Contains Xylene: Classified as Carcinogenic, Category 2 (suspected Carcinogen) according to the OSHA 2012 HCS, IARC Group 3
Reproductive Effects:	The product has not been tested. The product classification is derived from the properties of the individual components. Chlorpyrifos did not interfere with fertility in reproduction studies in laboratory animals. Some evidence of toxicity to the offspring occurred, but only at a dose high enough to produce significant toxicity to the parent animals. Teratogenicity (Chlorpyrifos): Birth defects are unlikely. Exposures having no effect on the mother should have no effect on the fetus. Did not cause birth defects in animals. Other effects were seen in the fetus only at doses which caused toxic effects to the mother. Permethrin did not cause reproductive toxicity in a two-generation study in rats.
STOT – Single Exposure:	The product has not been tested. The product classification is derived from the properties of the individual components: Vapors can cause irritation of the respiratory tract. High concentrations can cause headache, nausea, weakness, lightheadedness, and stupor (CNS depression). Chlorpyrifos is a cholinesterase inhibitor. Overexposure can result in systematic poisoning, excessive sweating, weakness, salivation, nausea, diarrhea, bradycardia, tachycardia, bronchorrhea, small pupils, central nervous system (CNS) depression, fasciculation, and convulsions. Contains Light Aromatic Solvent Naphtha: STOT-SE Category 2 Contains 1,2,4 Trimethylbenzene: STOT-SE Category 2, Category 3-RTI Contains Xylene: STOT-SE Category 3, RTI
STOT – Repeated Exposure:	The product has not been tested. The product classification is derived from the properties of the individual components: May cause damage to organs (brain, central nervous system, respiratory system, skin, and/or eyes) through prolonged or repeated exposure via ingestion, inhalation, eye contact, and/or skin contact. Prolonged and/or repeated skin contact with low viscosity materials may defat the skin resulting in possible irritation and dermatitis. Significant exposure to this chemical may adversely affect people with chronic disease of the respiratory system, central nervous system, skin, and/or eyes. Contains Light Aromatic Solvent Naphtha: STOT-RE Category 1 Contains Xylene: STOT-RE Category 2

SECTION 12. Ecological Information

12.1 Ecotoxicity

Product specific data is not available. Data referenced is in relation to the active ingredients, Chlorpyrifos and Permethrin.

Toxicity to Fish:	Chlorpyrifos: 96-hr Acute LC_{50} 25 µg/L, Rainbow Trout Permethrin: 96-hr Acute LC_{50} 0.79 ppb, Bluegill Sunfish
Toxicity to Aquatic Invertebrates:	Chlorpyrifos: 48-hr LC_{50} 1.7 µg/L, Daphnia magna Permethrin: 96-hr LC50 0.019 ppb, Mysid Shrimp
Toxicity to Aquatic Plants:	Chlorpyrifos: 72-hr NOEC >0.4 mg/L, Algae Permethrin: 72-hr EC_{50} 0.5 mg/L, Algae

12.1 Persistence and Degradability

Product specific data not available. Data referenced is in relation to the active ingredients, Chlorpyrifos and Permethrin.

Biodegradability:	Chlorpyrifos: Not readily biodegradable Permethrin: Not rapidly biodegradable
Log K_{ow}:	Chlorpyrifos: 4.70
Partition Coefficient, K_{oc}:	Chlorpyrifos: 360 – 31,000 Permethrin: 100,000
Bioaccumulation:	Chlorpyrifos does not bioaccumulate in aquatic organisms Bioconcentration (BCF) Permethrin: 300; does not bioaccumulate
Mobility in Soil:	Chlorpyrifos: Immobile in soil Permethrin: Immobile in soil

SECTION 13. Disposal Considerations

13.1 Waste Treatment and Disposal methods

Pesticide wastes are regulated. Consult product label for chemical substance and container disposal instructions. Avoid release to the environment. Improper disposal of excess product or rinsate is a violation of Federal law. If these wastes cannot be disposed or by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA regional office for guidance.

Container disposal: Rinse thoroughly in accordance with label instructions.

SECTION 14. Transport Information

14.1 DOT (US)

UN Number:	3082
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	Environmentally Hazardous Substances, Liquid, N.O.S. (Chlorpyrifos,)
Marine Pollutant:	Yes

14.2 IMDG (Vessel)

UN Number:	3082
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	Environmentally Hazardous Substances, Liquid, N.O.S. (Chlorpyrifos, Permethrin)
Marine Pollutant:	Yes

14.3 ICAO/IATA (Air transport)

UN Number:	3082
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	Environmentally Hazardous Substances, Liquid, N.O.S. (Chlorpyrifos, Permethrin)
Marine Pollutant:	Yes

SECTION 15. Regulatory Information

FIFRA Information: This chemical is a pesticide product regulated 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 for safety data sheet, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Signal Word: CAUTION
KEEP OUT OF REACH OF CHILDREN

FIRST AID	
Have product container or label with you when calling a poison control center or doctor, or going for treatment. For Medical Emergencies, call the International Poison Control Center at 1-800-214-7753.	
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.
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 the eye. Call a poison control center or doctor for treatment advice.
IF INHALED:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth. Call a poison control center or doctor for further treatment advice.
NOTE TO PHYSICIAN: Chlorpyrifos is a cholinesterase inhibitor. Treat symptomatically. Atropine is antidotal. 2-PAM may be effective as an adjunct to atropine. This product contains petroleum distillate. Vomiting may cause aspiration pneumonia.	

PRECAUTIONARY STATEMENTS: HAZARDS TO HUMANS AND DOMESTIC ANIMALS
Caution. Harmful if swallowed or absorbed through the skin. Avoid contact with skin, eyes or clothing. Avoid breathing of mist. Do not contaminate food or feed products. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco.

Personal Protective Equipment (PPE): Mixers and loaders involved in ground application must wear coveralls over long-sleeved shirt and long pants, shoes plus socks, chemical-resistant gloves made of Barrier Laminate, Butyl Rubber ≥ 14 mils, Nitrile Rubber ≥ 14 mils, Neoprene Rubber ≥ 14 mils, Polyvinyl Chloride (PVC) ≥ 14 mils, or Viton ≥ 14 mils, and a minimum of a NIOSH approved filtering face piece respirator with any R or P filter (TC-84A). You can also use other NIOSH approved particulate respirators that offer more protection such as a half face or full face respirator with any filter or a powered air purifying respirator with an HE filter. Applicators involved in ground ULV application must use an enclosed cab as described in the Engineering Controls section of this label and must wear long-sleeved shirt and long pants, shoes plus socks, and chemical-resistant gloves made of Barrier Laminate, Butyl Rubber ≥ 14 mils, Nitrile Rubber ≥ 14 mils, Neoprene Rubber ≥ 14 mils, Polyvinyl Chloride (PVC) ≥ 14 mils, or Viton ≥ 14 mils. Aerial applicators and pilots must use an enclosed cockpit and wear long-sleeved shirt, long pants, shoes, and socks.

Engineering Controls: Ground applicators must use an enclosed cab that has a nonporous barrier that totally surrounds the occupants and prevents contact with pesticides outside the cab. Applicators must be provided and have immediately available for use in an emergency when they must exit the cab in the treated area: coveralls, chemical-resistant gloves made of Barrier Laminate, Butyl Rubber ≥ 14 mils, Nitrile Rubber ≥ 14 mils, Neoprene Rubber ≥ 14 mils, Polyvinyl Chloride (PVC) ≥ 14 mils, or Viton ≥ 14 mils, and a respirator of the type specified in the PPE section of this labeling. Take off any PPE that was worn in the treated area before reentering the cab and store all such PPE in a chemical-resistant container, such as a plastic bag, to prevent contamination of the inside of the cab.
Mixers and loaders involved in aerial application must use a closed system designed by the manufacturer to enclose the pesticide to prevent it from contacting handlers or other people and which is used and maintained in accordance with the manufacturer's written operating instructions. Mixers and loaders using a closed system must wear protective eyewear if the system operates under pressure, and must have immediately available for use in an emergency, such as a broken package, spill, or equipment breakdown coveralls, chemical-resistant gloves made of Barrier Laminate, Butyl Rubber ≥ 14 mils, Nitrile

Rubber ≥ 14 mils, Neoprene Rubber ≥ 14 mils, Polyvinyl Chloride (PVC) ≥ 14 mils, or Viton ≥ 14 mils, chemical-resistant footwear, chemical-resistant apron and a respirator of the type specified in the PPE section of this labeling.

User Safety Requirements: 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.

USER SAFETY RECOMMENDATIONS: Users should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Users 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.

Other Federal Regulations

SARA TITLE III CLASSIFICATION

Section 302: None

Section 311/312: **Fire. Immediate Health. Delayed Health.**

Section 313: This product contains the following toxic chemicals subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372

Chlorpyrifos	CAS# 2921-88-2	12.00%
Permethrin	CAS# 52645-53-1	4.00%
1,2,4 Trimethylbenzene	CAS# 95-63-6	≤ 1.75 %

CERCLA RQ: Chlorpyrifos, CAS# 2921-88-2, RQ 1 lb. RQ is obtained in a 1.1-gallon spill. Spills exceeding RQ must be reported to the National Response Center.

OSHA HAZARD COMMUNICATION STANDARD: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

U.S. California Proposition 65: Not listed.

STATE RIGHT-TO-KNOW : National, state, provincial or local emergency planning, community right-to-know or other laws, regulations or ordinances may be applicable--consult applicable national, state, provincial or local laws.

SECTION 16. Other Information

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources we believe to be reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared as is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.

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End of document

ULV Mosquito Master 412

A Quick Knockdown Combination to Control Adult Mosquito Populations in Outdoor Residential and Recreational Areas.

Active Ingredients	
Chlorpyrifos	
[0.0-diethyl 0-(3,5,6,-trichloro 2-pyridyl) phosphorothioate	12.0%
*Permethrin	
(3-Phenoxyphenyl) methyl (±) cis, trans-3-(2,2-dichlorethenyl)-2,2-dimethyl-cyclopropanecarboxylate	4.0%
Other Ingredients	84.0%
	100.0%

* Cis/trans isomer ratio: min. 35% (+) cis and max. 65% (+) trans

Contains petroleum distillate

The product density is 7.62 pounds per gallon, which contains active ingredients chlorpyrifos and permethrin at 0.9 and 0.3 pounds per gallon, respectively.

KEEP OUT OF REACH OF CHILDREN

CAUTION

FIRST AID	
Have product container or label with you when calling a poison control center or doctor, or going for treatment. For Medical Emergencies, call the International Poison Control Center at 1-800-214-7753.	
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.
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 the eye. Call a poison control center or doctor for treatment advice.
IF INHALED:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth. Call a poison control center or doctor for further treatment advice.
NOTE TO PHYSICIAN: Chlorpyrifos is a cholinesterase inhibitor. Treat symptomatically. Atropine is antidotal. 2-PAM may be effective as an adjunct to atropine. This product contains petroleum distillate. Vomiting may cause aspiration pneumonia.	

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Caution. Harmful if swallowed or absorbed through the skin. Avoid contact with skin, eyes or clothing. Avoid breathing of mist. Do not contaminate food or feed products. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco.

Personal Protective Equipment (PPE): Mixers and loaders involved in ground application must wear coveralls over long-sleeved shirt and long pants, shoes plus socks, chemical-resistant gloves made of Barrier Laminate, Butyl Rubber ≥ 14 mils, Nitrile Rubber ≥ 14 mils, Neoprene Rubber ≥ 14 mils, Polyvinyl Chloride (PVC) ≥ 14 mils, or Viton ≥ 14 mils, and a minimum of a NIOSH approved filtering face piece respirator with any R or P filter (TC-84A). You can also use other NIOSH approved particulate respirators that offer more protection such as a half face or full face respirator with any filter or a powered air purifying respirator with an HE filter. Applicators involved in ground ULV application must use an enclosed cab as described in the Engineering Controls section of this label and must wear long-sleeved shirt and long pants, shoes plus socks, and chemical-resistant gloves made of Barrier Laminate, Butyl Rubber ≥ 14 mils, Nitrile Rubber ≥ 14 mils, Neoprene Rubber ≥ 14 mils, Polyvinyl Chloride (PVC) ≥ 14 mils, or Viton ≥ 14 mils. Aerial applicators and pilots must use an enclosed cockpit and wear long-sleeved shirt, long pants, shoes, and socks.

Engineering Controls: Ground applicators must use an enclosed cab that has a nonporous barrier that totally surrounds the occupants and prevents contact with pesticides outside the cab. Applicators must be provided and have immediately available for use in an emergency when they must exit the cab in the treated area: coveralls, chemical-resistant gloves made of Barrier Laminate, Butyl Rubber ≥ 14 mils, Nitrile Rubber ≥ 14 mils, Neoprene Rubber ≥ 14 mils, Polyvinyl Chloride (PVC) ≥ 14 mils, or Viton ≥ 14 mils, and a respirator of the type specified in the PPE section of this labeling. Take off any PPE that was worn in the treated area before reentering the cab and store all such PPE in a chemical-resistant container, such as a plastic bag, to prevent contamination of the inside of the cab.

Mixers and loaders involved in aerial application must use a closed system designed by the manufacturer to enclose the pesticide to prevent it from contacting handlers or other people and which is used and maintained in accordance with the manufacturer's written operating instructions. Mixers and loaders using a closed system must wear protective eyewear if the system operates under pressure, and must have immediately available for use in an emergency, such as a broken package, spill, or equipment breakdown coveralls, chemical-resistant gloves made of Barrier Laminate, Butyl Rubber ≥ 14 mils, Nitrile Rubber ≥ 14 mils, Neoprene Rubber ≥ 14 mils, Polyvinyl Chloride (PVC) ≥ 14 mils, or Viton ≥ 14 mils, chemical-resistant footwear, chemical-resistant apron and a respirator of the type specified in the PPE section of this labeling.

User Safety Requirements: 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.

USER SAFETY RECOMMENDATIONS: Users should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Users 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.

ENVIRONMENTAL HAZARDS

This product is extremely toxic to aquatic organisms including fish and aquatic invertebrates. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. 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 contaminate bodies of water when disposing of equipment rinsate or wash waters.

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 to blooming crops or weeds while bees are actively visiting the treatment area, 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.

SAMPLE LABEL

PHYSICAL OR CHEMICAL HAZARDS

Do not use 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.

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.

Do not contaminate food or feed products. Do not allow spray treatment to drift onto cropland, poultry ranges or potable water supplies. Do not use on crops for food or forage. In treatment of corrals, feed lots, swine lots, and zoos, cover any exposed drinking water, drinking water fountains and animal feed before application.

Not for use in outdoor residential misting systems.

ULV MOSQUITO MASTER 412 is formulated for application as an ultra low volume (ULV) nonthermal aerosol (cold fog) to control adult mosquitoes in outdoor residential and recreational areas where these insects are a problem. For best results treat when mosquitoes are most active and weather conditions are conducive to keeping the spray cloud close to the ground. An inversion of air temperatures and a light breeze are preferable. Application in calm air conditions is to be avoided. Apply only when ground wind speed is greater than 1 mph. Air temperatures should be greater than 50 °F when conducting applications.

Do not treat a site with more than 0.01 lb. chlorpyrifos and 0.003 lb. permethrin per acre in a twenty-four hour period. Do not exceed 0.26 lb chlorpyrifos and 0.08 lb permethrin per acre per year. 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.

SPRAY DROPLET SIZE DETERMINATION

Ground-based Application: Spray equipment must be adjusted so that the volume median diameter (VMD) is between 8 and 30 microns ($8 \leq Dv\ 0.5 \leq 30$ um) and that 90% of the spray is contained in droplets smaller than 50 microns ($Dv\ 0.9 < 50$ um). 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 Application made at less than or equal to 200 feet above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ($Dv\ 0.5 < 60$ um) and that 90% of the spray is contained in droplets smaller than 100 microns ($Dv\ 0.9 < 100$ um). The effects of flight speed and, for nonrotary 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.

Aerial Application made at > 200 feet above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 70 microns ($Dv\ 0.5 < 70$ um) and that 90% of the spray is contained in droplets smaller than 145 microns ($Dv\ 0.9 < 145$ um). 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.

GROUND ULV APPLICATION

Apply ULV MOSQUITO MASTER 412 through standard ULV cold aerosol or non-thermal aerosol (Cold Fog) generators undiluted at a flow rate of 4.5 to 8.6 fluid ounces per minute at an average vehicle speed of 10 mph.This is equivalent to 0.005 to 0.01 pounds of chlorpyrifos and 0.0017 to 0.003 pounds of permethrin per acre. If a different vehicle speed is used, adjust rate accordingly. An accurate flow meter must be used to ensure the proper flow rate. Vary flow rate according to vegetation density and mosquito population. Use higher flow rate in heavy vegetation or when populations are high.

Pounds/Acre (Chlorpyrifos/Permethrin)	Application Rate (Fl. Oz./Minute)			Fl. oz. per acre
	5 MPH	10 MPH	15 MPH	
0.01 / 0.003	4.3	8.6	12.9	1.42
0.005 / 0.0017	2.25	4.5	6.75	0.74

For proper application, mount the applicator so that the nozzle is at least 4 ½ feet above ground level and directed out the back of the vehicle. Failure to follow the above directions may result in reduced effectiveness.

AERIAL APPLICATION

ULV MOSQUITO MASTER 412 may be applied undiluted at rates up to 1.42 fluid ounces ULV MOSQUITO MASTER 412 per acre by fixed wing or rotary aircraft equipped with suitable ULV application equipment. Do not apply by fixed wing at a height less than 100 feet, or by helicopter at a height less than 75 feet unless specifically approved by the state or tribe based on public health needs.

IN FLORIDA: Aerial applications of this product require trained personnel to perform industry accepted assays to monitor resistance formation in targeted mosquitoes.

STORAGE & DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

Pesticide Storage: Store in a dry and cool place away from food and feed.

Pesticide Disposal: Pesticide, spray mixture or rinse water that cannot be used according to label instructions must be disposed of according to applicable Federal, State or local guidelines.

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 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then 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.

NOTICE: To the extent provided by law, seller makes no warranty, expressed or implied concerning the use of this product other than as indicated on the label. Buyer assumes all risk of use and/or handling of this material when use and/or handling is contrary to label instructions.

FOR MORE INFORMATION CALL: 1-800-323-5727

IN CASE OF MEDICAL EMERGENCY, CALL THE INTERNATIONAL POISON CONTROL CENTER 1-800-214-7753

IN CASE OF TRANSPORTATION EMERGENCY, CALL INFO-TRAC 1-800-553-5053

Manufactured For:
CLARKE MOSQUITO CONTROL PRODUCTS, INC.
159 N. GARDEN AVENUE
ROSELLE, ILLINOIS 60172 U.S.A.

EPA Reg. No.: 8329-36 EPA Est. No: _____

Net Contents: [ ] 30 GAL [ ] 55 GAL [ ] 275 GAL
Lot No.:

AL0522

SECTION 1. Identification of the Substance/Mixture and of the Company

1.1 Product Identifier

Formulation Identifier: Natular™ DT

EPA Registration Number: 8329-602

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Relevant Identified Uses: Insecticide for control of mosquito and midge larvae

Uses Advised Against: See product label for use restrictions

1.3 Details of the Supplier of the Safety Data Sheet

Clarke Mosquito Control Products, Inc.
675 Sidwell Court
St. Charles, IL 60174 U.S.A.
+1 (630) 894-2000
Email: Clarke@clarke.com

1.4 Emergency Telephone Number

24-Hour Medical Emergency: POISON CONTROL Toll-free (800) 214 – 7753

24-Hour Transportation Emergency: INFOTRAC (800) 535-5053

SECTION 2. Hazards identification

United States (US)
According to OSHA 29 CFR 1910.1200 HCS (2012)

2.2 Classification of the Substance or Mixture

Not Classified: Product does not meet the classification criteria for acute, delayed, or physical hazard according to the 2012 OSHA HCS

Hazard Symbol(s): None

Signal Word: None

Hazard statements: None

Precautionary Statements: None

2.3 Other Hazards Not Classifiable Under OSHA 2012 HCS

See product label for any additional hazards

SECTION 3. Composition/Information on Ingredients

3.1 Components

Substance Name	CAS No.	Concentration % w/w
Spinosad: Spinosyn A Spinosyn D	 131929-60-7 131929-63-0	7.48
Citric Acid, anhydrous	77-92-9	< 5 *

* The exact percentage (concentration) of composition has been withheld as trade secret.
Ingredients not identified are non-hazardous and/or are not required to be disclosed pursuant to 29 CFR 1910.1200 (2012), and are withheld as trade secret.

SECTION 4. First Aid Measures

4.1 Description of First Aid Measures

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. Call a poison control center/doctor for treatment advice.

4.2 Most Important Symptoms and Effects, Both Acute and Delayed.

Eye Contact: This product may release nuisance dust in handling or use. Dust may cause slight transient (temporary) eye irritation.

4.3 Indication of Immediate Medical Attention and Special Treatment

Treatment: Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended. For medical treatment information, contact the poison control hotline at 1-800-214-7753. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

SECTION 5. Fire-Fighting Measures

5.1 Extinguishing Media

Suitable Extinguishing Media: Water Fog, Carbon Dioxide (CO_2), Dry Chemical, Foam

Unsuitable Extinguishing Media: None known

5.2 Special Hazards Arising From the Substance or Mixture

Specific Hazards: Under fire conditions some components may decompose. Combustion products may include CO and NOx.

5.3 Special Protective Equipment and Precautions for Fire-Fighters

Protection Against Fire: Wear positive pressure, self-contained breathing apparatus and protective firefighting clothing (includes fire-fighting helmet, coat, pants, boots, and gloves).

Special Procedures: Fight fires from a protected location. Dike fire control water for later disposal. Keep container cool by spraying with water.

SECTION 6. Accidental Release Measures

6.1 Personal Precautions, Protective Equipment and Emergency Procedures

General Precautions: Use appropriate protection (see section 8)

Environmental Precautions: Prevent product from entering into drains and waterways. Collect and dispose of this material and its container in accordance with national and regional regulations. If the product has contaminated surface water, inform the appropriate authorities. See Section 12 for additional ecological information.

6.2 Methods and Material for Containment and Cleaning Up

Clean Up Methods: Collect all material with shovel, other instrument, or by hand while using appropriate personal protection equipment, and place in closable marked containers.

SECTION 7. Handling and Storage

7.1 Precautions for Safe Handling

Handling: Keep out of reach of children. Do not take internally. Avoid contact with skin and eyes.

Hygiene Measures: Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

7.2 Conditions for Safe Storage, Including Any Incompatibilities

Storage: Product should be stored in compliance with local regulations. Store in a cool, dry, well-ventilated place in the original container. Protect from excessive heat and cold. Do not store near food, drink, animal feeding stuffs, pharmaceuticals, cosmetics or fertilizers. Keep out of reach of children.

SECTION 8. Exposure Controls / Personal Protection

These precautions are suggested for conditions where the potential for exposure exists. Emergency conditions may require additional precautions.

8.1 Control Parameters

Component Name	CAS No.	List	Type	Value
Spinosyn A & Spinosyn D	131929-60-7 131929-63-0	DOW IHG	TWA	0.3 mg/m^3

8.2 Exposure controls

Engineering Controls: Use with adequate ventilation. Wash hands thoroughly after handling. Wash clothing before re-using.

Individual Protection Measures, such as Personal Protection Equipment:

Eye Protection: Safety Glasses, Goggles or Face Shield

Skin Protection: Wear suitable protective clothing

Hand Protection: It is good industrial hygiene practice to minimize skin contact. If required or preferred, use suitable protective chemical resistant gloves such as latex, nitrile, or neoprene.

Respiratory Protection: None required

SECTION 9. Physical and Chemical Properties

9.1 Information on Basic Physical and Chemical Properties

Appearance:	Solid, bi-layer tablet
Color:	Tan/white
Odor:	Earthy scent
Odor Threshold:	Not Available
pH:	6.67
Melting Point:	Not Determined
Freezing Point:	Not Applicable
Initial Boiling Point:	Not Applicable
Flash Point:	Not Determined
Evaporation Rate:	Not Applicable
Flammability:	Not Determined
Explosion limits [U/L]:	Not Applicable
Vapor Pressure:	Not Applicable
Vapor Density:	Not Applicable
Relative Density:	1.88 g/mL
Solubility:	Not Determined
Partition Coefficient:	Not Determined
Auto-Ignition Temperature:	Not Determined
Viscosity:	Not Applicable
Decomposition Temperature:	Not Available
Explosive Properties:	Not Available

Oxidizing Properties: Not Available

SECTION 10. Stability and Reactivity

10.1 Reactivity

Not Available

10.2 Chemical Stability

Stable under normal conditions

10.3 Possibility of Hazardous Reactions

Hazardous Reactions: None under normal conditions

Hazardous Polymerization: Not known to occur

10.4 Conditions to Avoid

Protect from direct sunlight and excessive heat.

10.5 Incompatible Materials

Avoid contact with strong oxidizing agents, strong acids, strong bases

10.6 Hazardous Decomposition Products

None known under normal conditions of storage and use

SECTION 11. Toxicological Information

11.1 Information on Likely Routes of Exposure

Eye Contact: This product may release nuisance dust in handling or use. Dust may cause slight transient (temporary) eye irritation.

11.2 Information on Toxicological Effects

Acute Toxicity

Oral, Rat LD_{50} :	> 2,000 mg/kg-bw
Dermal, Rat LD_{50} :	> 4,000 mg/kg-bw
Inhalation, Rat LC_{50} :	> 5.0 g/m^3
Skin Corrosion/Irritation:	Not a skin irritant
Serious Eye Damage/Irritation:	Slight irritant
Skin Sensitization:	Not a skin sensitizer
STOT – Single exposure	No data is available to indicate product or any components present at greater than 0.1% present a specific target organ toxicity hazard from single exposure.

Chronic Toxicity/Effects

Germ Cell Mutagenicity:	Not mutagenic
Carcinogenicity:	Not carcinogenic. All components of this product are not classified as a carcinogen by OSHA, IARC, NTP, or Prop. 65. Spinosad is not carcinogenic.
Reproductive Effects:	No data is available to indicate product or any components present at greater than 0.1% cause reproductive or teratogenic toxicity. For Spinosad: in laboratory animal studies, effects on reproduction have been seen only at doses that produced significant toxicity to the parent animals.

STOT – Repeated Exposure:	In animals, spinosad has been shown to cause vacuolation of cells in various tissues. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use.

SECTION 12. Ecological Information

12.1 Ecotoxicity

Product specific data is not available. Data referenced is in relation to the active ingredient, Spinosad. Spinosad is moderately toxic to aquatic organisms on an acute basis (LC50/EC50 between 1 and 10 mg/L in the most sensitive species tested).

Toxicity to Fish:	96-hr Acute LC_{50} 5.0 mg/L, Common Carp (*Cyprinus carpio*)
	96-hr Acute LC_{50} 5.9 mg/L, Bluegill Sunfish (*Lepomis macrochirus*)
	96-hr Acute LC_{50} 30 mg/L, Rainbow Trout (*Oncorhynchus mykiss*)
Toxicity to Aquatic Invertebrates:	48-hr Acute EC_{50} 1.5-14.0 mg/L, Water Flea (*Daphnia magna*)
	48-hr LC_{50} > 7.9 mg/L, Mysid Shrimp (*Americamysis bahia*)
Toxicity to Aquatic Plants:	5-d EC_{50} 8.1 mg/L, Blue Green Algae (*Anabaena flos-aquae*)

12.1 Persistence and Degradability

Product specific data not available. Data referenced is in relation to the active ingredient, Spinosad.

Log K_{ow}:	Spinosyn A: 3.91; Spinosyn D: 4.38 (distilled water)
Bioaccumulation:	Bioconcentration potential is low (BCF < 100)
Bioconcentration Factor:	Spinosyn A: 19; Spinosyn D: 33 mL/g (fish)
Mobility in Soil:	Potential for mobility in soil is low (K_{oc} between 500 and 2000)
Partition Coefficient, K_{oc}:	701

SECTION 13. Disposal Considerations

13.1 Waste Treatment and Disposal methods

Consult product label for disposal instructions. Avoid release to the environment. Improper disposal of excess product or rinsate is a violation of the Federal law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA regional office for guidance.

SECTION 14. Transport Information

14.1 DOT (US)
Not regulated (Bulk and Non-Bulk Quantities)

14.2 IMDG (Vessel)

UN Number:	3077
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S. (Spinosad)
Marine Pollutant:	Yes

14.3 ICAO/IATA (Air transport)

UN Number:	3077
Hazard Class:	9
Packing Group:	III
Proper Shipping Name:	ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S.(Spinosad)

Environmental Hazard: Yes

SECTION 15. Regulatory Information

FIFRA Information: This chemical is a pesticide product regulated 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 for safety data sheet, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Signal Word: CAUTION

Keep Out Of Reach Of Children.

PRECAUTIONARY STATEMENTS: HAZARDS TO HUMANS AND DOMESTIC ANIMALS: CAUTION. Causes moderate eye irritation. Avoid contact with eyes or clothing. Wear protective eyewear (such as goggles, face shield, or safety glasses). Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

Other Federal Regulations

SARA TITLE III CLASSIFICATION

Section 302: None
Section 311/312: Immediate (acute) hazard
Section 313: This product contains the following toxic chemicals subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372

None

CERCLA RQ: None

OSHA HAZARD COMMUNICATION STANDARD: This product is not considered a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

U.S. California Proposition 65: Not listed

STATE RIGHT-TO-KNOW : National, state, provincial or local emergency planning, community right-to-know or other laws, regulations or ordinances may be applicable--consult applicable national, state, provincial or local laws.

SECTION 16. Other Information

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources we believe to be reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared as is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.

™ NATULAR is a Trademark of Clarke Mosquito Control Products, Inc.

End of document

NATULAR® DT

Mosquito Larvicide / For Outdoor Use

- **Kills mosquito larvae in standing water where adult mosquitoes breed.**
- **Controls larvae of mosquitoes which may transmit Dengue, Chikungunya, or Zika.**
- **For use in garden ponds, bird baths, fish ponds, water gardens, rain barrels, fountains, ornamental pools, roof gutters, and standing water.**
- **Can be applied to sites that contain Fish and Plants.**
- **Keeps working for 60 days.**

Active Ingredient:	
Spinosad (a mixture of Spinosyn A and Spinosyn D)	7.48%
Other Ingredients	92.52%
Total	100.00%

Contains 0.1 gram Spinosad per extended-release tablet. This product may absorb moisture; therefore, the weight of the tablet and percent by weight of active ingredient will vary with hydration.

U.S. Patent No. 5,362,634 and 5,496,931

Keep Out Of Reach Of Children

CAUTION

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 1-800-214-7753 for emergency medical treatment information.	

SAMPLE LABEL

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

Caution. Causes moderate eye irritation. Avoid contact with eyes or clothing. Wear protective eyewear (such as safety glasses). Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

Environmental Hazards

This product is toxic to aquatic invertebrates. Non-target aquatic invertebrates may be killed in waters where this pesticide is used.

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.

Product Information

Through a single mosquito bite, adult mosquitoes can pose a serious threat to people and animals by transmitting West Nile virus and other viruses that can cause encephalitis.

Emptying or discarding small containers that are holding water will ensure the best results. In instances where small containers cannot be emptied or discarded and for other standing water around the home, using NATULAR® DT is a simple and effective way to kill developing mosquito larvae before they become breeding and biting adults.

NATULAR® DT is a uniquely engineered, patented bi-layer tablet for use in mosquito breeding sites. The top, white, effervescent layer quickly releases a dose of active ingredient that provides rapid control of existing mosquito larvae. The bottom, tan layer provides an extended, slow release of active ingredient that continually controls mosquito larvae in the water for up to 60 days. NATULAR® DT's active ingredient, spinosad, is biologically derived from the fermentation of *Saccharopolyspora spinosa*, a naturally occurring soil organism.

Application Directions

NATULAR® DT can be used in artificial containers and natural standing-water sites around your home to control the mosquito larvae of breeding mosquitoes. NATULAR® DT can be applied as a preventative action (pre-flood treatment) before sites fill with water. NATULAR® DT may also be used in sites that intermittently fill with water; the NATULAR® DT's slow release layer will stop working when dry, and begin working again when re-wetted. NATULAR® DT will control mosquito larvae for up to 60 days when immersed in water. Reapply after as needed.

Restrictions

Do not apply to natural or artificial containers of water intended for consumption by people, animals, or livestock.

In New York State, this product is only for use in containerized sites with no outflow to the natural environment.

Application Sites

Bird Baths, Ornamental Fish Ponds, Garden Ponds, Water Gardens, Ornamental Fountains, Ornamental Pools or Ponds, Flower Pots or Planters, Rain Barrels, Urns, Tree Holes, Pool Covers, Unused or Abandoned Swimming Pools, Roof Gutters, Roof Top Catchments, Storage Tanks, Drums, Buckets, Wheelbarrows, Garbage Cans, Other Water-Holding Receptacles, Floor Drains, Old Tires, Rock Holes, Pot Holes, Tire Tracks, Other Natural and Man-Made Depressions.

Application Rates

For shallow standing water holding areas (less than 6 inches deep]), 1 tablet treats up to 25 square feet of surface area. For containers or water holding receptacles holding more than 6 inches of water, apply 1 tablet to treat up to 50 gallons (192 liters) per container.

Storage and Disposal

Do not contaminate water, food or feed by storage and disposal.

Pesticide Storage: Store in a cool dry place in original container only.

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: Nonrefillable container. Do not reuse or refill this container. **If empty:** Place in trash or offer for recycling if available. **If partly filled:** Call your local solid waste agency for disposal instructions. Never place unused product down any indoor or outdoor drain.

Warranty: To the extent consistent with applicable law seller makes no warranty, express or implied, concerning the use of this product other than as indicated on the label. Buyer assumes all risk of use/handling of this material when use and/or handling is contrary to label instructions.

Produced For:
Clarke Mosquito Control Products, Inc.
159 N. Garden Ave
Roselle, IL 60172 USA
1-800-323-5727

EPA Reg. No.: 8329-602
EPA Est. No. Marked on Container
Lot No.: Marked on Container

Net Weight: 16.2 g
Net Contents: 12 Tablets
Tablet Weight: 1.35g

AL0455E

Fort Bend County Pricing Form
Bid 22-052
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2022 through March 31, 2023

Herbicides	Vendor Name: ↓ Clarke Mosquito Control Products
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
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 on this item
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 on this item
minimum order	
12 pound container	
minimum order	
25 pound container	
minimum order	

	Vendor Name: ↓
	Clarke Mosquito Control Products
Item #4: Escort, price per Ounce	**Bid Price**
1 oz. container	No Bid on this item
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 on this item
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 on this item**
2.5 gallon container	
minimum order	
returnable	

	Vendor Name: ↓
	Clarke Mosquito Control Products
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
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 on this item
minimum order	
returnable	

Item #9: Milestone VM, price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
minimum order	
returnable	

Item #10: Outrider, price per ounce	**Bid Price**
20 oz. container	No Bid on this item
minimum order	

Item #11: Pro-Mate Accuracy 30%, price per guart	**Bid Price**
1 quart container	No Bid on this item
minimum order	
returnable	

	Vendor Name: ↓
	Clarke Mosquito Control Products
Item #12: Rodeo Herbicide, price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
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 on this item
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 on this item
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 on this item
minimum order	
returnable	
Brand Bid	

	Vendor Name: ↓
	Clarke Mosquito Control Products
Item #16: Tordon 22K, price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
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 on this item
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, No Subs price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
minimum order	
returnable	drop

Item #19: Hardball, 2,4-D Acid, No Subs price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	

	Vendor Name: ↓
	Clarke Mosquito Control Products
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	No Bid on this item
minimum order	
returnable	

Item #21: Droplex Xtra, No Subs price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
minimum order	
returnable	

Item #22: Vastlan, price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
30 gallon container	
minimum order	
returnable	

Item #23: Trycera Selective Herbicide, No Subs price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
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 on this item
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 on this item
minimum order	
returnable	

	Vendor Name: ↓
	Clarke Mosquito Control Products
Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
minimum order	
returnable	

Item #27: Roundup Custom price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
minimum order	
Brand Bid	
returnable	

Item #28: Method 240SL, price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
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 on this item
minimum order	
Brand Bid	

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

Item #31: EcoMIGHT price per gallon	**Bid Price**
1 gallon container	No Bid on this item
minimum order	
2.5 gallon container	
minimum order	
55 gallon container	
minimum order	
Brand Bid	

Insecticides	Vendor Name: ↓ Clarke Mosquito Control Products
Item #32: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	$500.00
minimum order	1 case

Item #33: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	$787.60
minimum order	1 case

Item #34: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	No Bid on this item
minimum order	

Item #35: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	**Bid Price**
2.5 gallon container	$28.00/gallon
minimum order	2-1/2 gallon
returnable	No
Brand Bid	Biomist 4-4
5 gallon container	$28.00/gallon
minimum order	2x2-1/2 gallon
returnable	No
Brand Bid	Biomist 4-4
15 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	$28.00/gallon
minimum order	30 gallon drum
returnable	Yes
Brand Bid	Biomist 4-4
55 gallon container	$28.00/gallon
minimum order	55 gallon drum
returnable	Yes
Brand Bid	Biomist 4-4
250 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
275 gallon container	$28.00/gallon
minimum order	275 gallon tote
returnable	Yes
Brand Bid	Biomist 4-4

	Vendor Name: ↓
	Clarke Mosquito Control Products
Item #36: Mosquitomist One ULV, price per gallon	**Bid Price**
30 gallon container	$69.26/gallon
minimum order	1 - 30 gallon drum
returnable	Yes
55 gallon container	$68.02/gallon
minimum order	1 - 55 gallon drum
returnable	Yes
275 gallon container	$63.38/gallon
minimum order	1 - 275 gallon tote
returnable	Yes

Item #37: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	**Bid Price**
returnable	No
2.5 gallon container	No bid
minimum order	
returnable	
5 gallon container	$299.64/gallon
minimum order	1 - 5 gallon
returnable	No
30 gallon container	295.88/gallon
minimum order	1 - 30 gallon drum
returnable	No
55 gallon container	$289.39/gallon
minimum order	1 - 55 gallon drum
returnable	No

	Vendor Name: ↓
	Clarke Mosquito Control Products
Item #38 Duet by Clarke Mosquito Control, price per gallon	**Bid Price**
2.5 gallon container	$188.95/gallon
minimum order	2-1/2 gallon
returnable	No
Brand Bid	Duet
5 gallon container	$188.95/gallon
minimum order	2x2-1/2 gallon
returnable	No
Brand Bid	Duet
30 gallon container	$186.45/gallon
minimum order	1 - 30 gallon drum
returnable	Yes
Brand Bid	Duet
55 gallon container	$178.82/gallon
minimum order	1 - 55 gallon drum
returnable	Yes
Brand Bid	Duet
275 gallon container	$177.05/gallon
minimum order	1 - 275 gallon tote
returnable	Yes
Brand Bid	Duet

Item #39: Mosquito Master 4-12, price per gallon	**Bid Price**
30 gallon container	$62.30/gallon
minimum order	1 - 30 gallon drum
55 gallon container	$61.10/gallon
minimum order	1 - 55 gallon drum
275 gallon container	$61.18/gallon
minimum order	1 - 275 gallon tote

Item #40: 1% Solution, Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	No Bid on this item
minimum order	
returnable	
2.5 gallon container	
minimum order	
returnable	

	Vendor Name: ↓
	Clarke Mosquito Control Products
Item #41: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	No Bid on this item
minimum order	
returnable	

Item #42: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	No Bid on this item
minimum order	
returnable	

Item #43: Natular DT Tablet Residential, 600/case, price per case	**Bid Price**
600 tablet case	$274.00/case
minimum order	1 case

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	Marubeni America Corporation		
Business Name (if different from legal name)	Helena Agri Enterprises		
Federal ID # or S.S. #	71-0293688	DUNS # 00-703-6759	
Type of Business	x Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization		Age in Business? 65 years
Publicly Traded Business	x No ___ Yes Ticker Symbol _____		
Remittance Address	PO Box 846350		
City/State/Zip	Dallas, Texas 75284-6350		
Physical Address	41232 Park 290, Bldg B		
City/State/Zip	Waller, Texas 77484		
Phone/Fax Number	Phone: 979-268-5206 Fax: 936-372-1509		
Contact Person	Rick Bennett		
E-mail	BennettR@helenaagri.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 ☐	**Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____	Cert Date / Exp Date _____ / _____ _____ / _____ _____ / _____ _____ / _____
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 x		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name	Rick Bennett		
Title	Branch Manager		
Date	2/9/22		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Weed, Brush and Insect Control Chemicals
BID 22-052

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, February15, 2022
2:00 PM (Central)

LABEL ENVELOPE:

BID 22-052
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
Assistant County Purchasing Agent
cheryl.krejci@fortbendcountytx.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: 01/15/22
Issued: 01/30/22

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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: _____

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytx.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, February 8, 2022 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.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: 

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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: 

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 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

Initials of Bidder: 

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 provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: 

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.

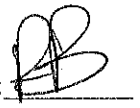
1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

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 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

Initials of Bidder: 

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 three (3) 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 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

Initials of Bidder: _____

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.

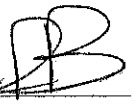
2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer 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.

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

Initials of Bidder: 

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 equity.

Initials of Bidder: 

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.

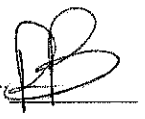
In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the 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 trace 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 though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder 

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 all vendors meeting or exceeding specifications to provide Weed, Brush and Insect Control Chemicals as stated herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2022 through March 31, 2023** renewable annually for four (4) years (through 30 March 2027) 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: B22-052.

5.2.3 Description is the title of the solicitation: Weed, Brush & Insect Chemicals.

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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, 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.

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the

Initials of Bidder: 

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 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.

11.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein 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 Storm Water Management Program

Initials of Bidder: 

Contract Sheet
Bid 22-052

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 22 day of March, 20 22, 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 Helena Agri Enterprises (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Weed, Brush, and Insect Control Chemicals.** 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 22nd day of March 20 22.

Fort Bend County, Texas

By: KP George
County Judge KP George

County Judge, KP George

By: _____

Signature of Contractor

By: Rick Bennett, Branch Manager

Printed Name and Title

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.

MARUBENI AMERICA CORPORATION

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

HELENA AGRI-ENTERPRISES, LLC (AKA HELENA CHEMICAL COMPANY)

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) 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.) See instructions.

225 SCHILLING BLVD, STE 300

Requester's name and address (optional)

6 City, state, and ZIP code

COLLIERVILLE, TN 38017

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 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

1	3	-	5	6	4	3	1	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ _____ Date ▶ 4/1/2018

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.*

Form W-9 Line 1 (Name) Instructions:

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.

Form W-9 Line 2 (Disregarded Entity Name) Instructions:

Line 2

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

Form W-9 Part 1 (Tax Identification Number) Instructions:

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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.

Job No.: Bid 22-052

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

Taxpayer Identification Number (T.I.N.): 71-0293688

Company Name submitting Bid/Proposal: Helena Agri Enterprises

Mailing Address: PO Box 11575, College Station, TX 77842

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**

** 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 Helena Agri Enterprises [Company Name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Helena Agri Enterprises

(Company/Contractor)

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

Contractor Signature

2/10/22

Date

Rick Bennett

Printed Name

Branch Manager

Title

HELENA AGRI-ENTERPRISES, LLC
225 Schilling Blvd., Suite 300
Collierville, Tennessee 38017
Telephone: 901-761-0050

April 1, 2018

To Whom It May Concern:

Helena Chemical Company converted to an LLC effective April 1, 2018. With this conversion, Helena changed its name to Helena Agri-Enterprises, LLC and also became a single member LLC (in tax terminology, disregarded entity or "DRE") of Marubeni America Corporation for Federal income tax purposes. As a DRE Helena will retain its EIN (71-0293688). The IRS will issue a form confirming the EIN retention in the next few months. However, in accordance with the IRS instructions for Form W-9, Helena must list Marubeni's name and EIN on the W-9 due to this DRE status.

As Helena is still ultimately taxed as a C Corporation, 1099's are not required to be provided to Helena. However, if a vendor's practice is to issue a 1099 regardless of tax classification, for ease it may be issued to Helena Agri-Enterprises, LLC (EIN 71-0293688) for all payments in calendar year 2018.

If there are any questions or concerns, please reach out to Michelle Stewart, Helena's Tax Senior Manager at stewartm@helenaagri.com or 901-537-7359.

Fort Bend County Pricing Form
Bid 22-052
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2022 through March 31, 2023

	Vendor Name: ↓
Herbicides	**Helena Agri Enterprises**
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Bid Price**
2.5 gallon container	$ 17.00
minimum order	5 gals
returnable	no
30 gallon container	$ 16.00
minimum order	30 gals
returnable	no
270 gallon container	$ 16.00
minimum order	265 gals
returnable	yes

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	**Bid Price**
2.5 gallon container	$ 71.00
minimum order	5 gals
returnable	no
5 gallon container	
minimum order	
returnable	
15 gallon container	$ 70.00
minimum order	15 gals
returnable	no
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	$ 36.96
minimum order	4 lbs
12 pound container	no
minimum order	
25 pound container	

minimum order	

	Vendor Name: ↓ Helena Agri Enterprises
Item #4: Escort, price per Ounce	**Bid Price**
1 oz. container	
minimum order	
8 oz. container	$ 4.00
minimum order	12/case
16 oz. container	$ 4.00
minimum order	4/case
64 oz. container	
minimum order	

Item #5: Garlon 3A, price per gallon	**Bid Price**
2.5 gallon container	$ 52.10
minimum order	5 gals
returnable	no
5 gallon container	
minimum order	
returnable	
30 gallon container	$ 52.10
minimum order	30 gals
returnable	no

Item #6: Garlon 4 Ultra, price per gallon	**Bid Price**
Lawson # 8935	
2.5 gallon container	$ 74.15
minimum order	5 gals
returnable	no

	Vendor Name: ↓
	Helena Agri Enterprises
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	$ 34.00
minimum order	5 gals
returnable	no
Brand Bid	Ranger Pro
5 gallon container	
minimum order	
returnable	
Brand Bid	
30 gallon container	$ 33.00
minimum order	30 gals
returnable	no
Brand Bid	Ranger Pro
275 gallon container	
minimum order	
returnable	
Brand Bid	
265 gallon container	$ 32.00
minimum order	265 gals
returnable	yes
Brand Bid	Ranger Pro

Item #8: MSMA 6 Plus 47.60% Active, price per gallon	**Bid Price**
2.5 gallon container	$ 33.25
minimum order	5 gals
returnable	no

Item #9: Milestone VM, price per gallon	**Bid Price**
2.5 gallon container	$ 300.00
minimum order	5 gals
returnable	no

Item #10: Outrider, price per ounce	**Bid Price**
20 oz. container	$285.00
minimum order	1 bottle

Item #11: Pro-Mate Accuracy 30%, price per guart	**Bid Price**

1 quart container	$ 12.65
minimum order	12/case
returnable	no

	Vendor Name: ↓
	Helena Agri Enterprises
Item #12: Rodeo Herbicide, price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	Discontinued
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	$ 38.60
minimum order	5 gals
returnable	no
30 gallon container	$ 37.60
minimum order	30 gals
returnable	no

Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon	**Bid Price**
1 gallon container	
minimum order	
returnable	
2.5 gallon container	$ 15.00
minimum order	5 gals
returnable	no
30 gallon container	
minimum order	
returnable	
Brand Bid	Inlet

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: ↓ Helena Agri Enterprises
Item #16: Tordon 22K, price per gallon	**Bid Price**
2.5 gallon container	$ 59.95
minimum order	5 gals
returnable	no
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	$5.300
minimum order	1 bottle
Brand Bid	Opensight
1.25 pound container	$5.300
minimum order	12/case
Brand Bid	Opensight
10 pound container	
minimum order	
Brand Bid	

Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon	**Bid Price**
2.5 gallon container	$ 21.40
minimum order	5 gals
returnable	no

Item #19: Hardball, 2,4-D Acid, No Subs price per gallon	**Bid Price**
2.5 gallon container	$ 35.00
minimum order	5 gals
returnable	no
30 gallon container	
minimum order	
returnable	

	Vendor Name: ↓ Helena Agri Enterprises
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	$ 125.00
minimum order	2 gals
returnable	no

Item #21: Droplex Xtra, No Subs 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	$ 82.00
30 gallon container	$ 82.00
minimum order	5 gals
returnable	no

Item #23: Trycera Selective Herbicide, No Subs price per gallon	**Bid Price**
2.5 gallon container	$ 85.00
minimum order	5 gals
returnable	no
265 gallon container	$ 78.50
minimum order	265.00
returnable	yes

Item #24: Dow Frequency, Bareground Herbicide, price per gallon	**Bid Price**
1 gallon container	$ 566.00
minimum order	2 gals
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: ↓
	Helena Agri Enterprises
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	$ 41.85
minimum order	5 gals
Brand Bid	Roundup Custom
returnable	no

Item #28: Method 240SL, price per gallon	**Bid Price**
2.5 gallon container	$ 322.56
minimum order	5 gals
20 gallon container	
minimum order	
Brand Bid	Method 240SL

Item #29: Derigo (by Bayer Environmental Science), price per ounce	**Bid Price**
60 ounce container	$ 8.33
minimum order	4 containers
Brand Bid	Derigo

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	**Bid Price**
16 ounce container	$ 16.50
minimum order	1 container
Brand Bid	Telar XP

Item #31: 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	

Insecticides	Vendor Name: ↓ Helena Agri Enterprises
Item #32: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	No Bid
minimum order	

Item #33: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	No Bid
minimum order	

Item #34: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	No Bid
minimum order	

Item #35: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	**Bid Price**
2.5 gallon container	No Bid
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: ↓
	Helena Agri Enterprises
Item #36: Mosquitomist One ULV, price per gallon	**Bid Price**
30 gallon container	No Bid
minimum order	
returnable	
55 gallon container	
minimum order	
returnable	
275 gallon container	
minimum order	
returnable	

Item #37: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	**Bid Price**
returnable	No Bid
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: ↓
	Helena Agri Enterprises
Item #38 Duet by Clarke Mosquito Control, 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	
55 gallon container	
minimum order	
returnable	
Brand Bid	
275 gallon container	
minimum order	
returnable	
Brand Bid	

Item #39: 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 #40: 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: ↓
	Helena Agri Enterprises
Item #41: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	No Bid
minimum order	
returnable	

Item #42: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	

Item #43: Natular DT Tablet Residential, 600/case, price per case	**Bid Price**
600 tablet case	No Bid
minimum order	

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Nutrien Ag Solutions		
Business Name (if different from legal name)			
Federal ID # or S.S. #	04-3769161	DUNS #	
Type of Business	x Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization		Age in Business?
Publicly Traded Business	___ No ___ Yes Ticker Symbol NTR		
Remittance Address	13622 E. Hardy Rd		
City/State/Zip	Houston, Texas 77039		
Physical Address	13622 E. Hardy Rd.		
City/State/Zip	Houston, Texas 77039		
Phone/Fax Number	Phone: 337-200-1407 Fax: 281-590-5043		
Contact Person	Tim Roark		
E-mail	tim.roark@nutrien.com		

Check all that apply to the company listed above and provide certification number.			Cert Date	Exp Date
	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 x		

NAICs codes (Please enter all that apply)	
Signature of Authorized Representative	Tim Roark
Printed Name	Tim Roark
Title	Sales Manager
Date	2/4/2022

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Weed, Brush and Insect Control Chemicals
BID 22-052

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, February15, 2022
2:00 PM (Central)

LABEL ENVELOPE:

BID 22-052
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
Assistant County Purchasing Agent
cheryl.krejci@fortbendcountytx.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: 01/15/22
Issued: 01/30/22

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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: TR

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytx.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, February 8, 2022 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.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: TR

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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: TR

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 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

Initials of Bidder: TR

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 provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: TR

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 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

Initials of Bidder: TR

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 three (3) 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 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

Initials of Bidder: TR

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.

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

Initials of Bidder: TR

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 equity.

Initials of Bidder: TR

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 trace 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 though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: TR

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 all vendors meeting or exceeding specifications to provide Weed, Brush and Insect Control Chemicals as stated herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2022 through March 31, 2023** renewable annually for four (4) years (through 30 March 2027) 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: TR

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: B22-052.

5.2.3 Description is the title of the solicitation: Weed, Brush & Insect Chemicals.

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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, 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.

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the

Initials of Bidder: TR

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 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.

11.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein 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 Storm Water Management Program

Initials of Bidder: TR

Contract Sheet
Bid 22-052

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 22 day of March, 20 22, 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 (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Weed, Brush, and Insect Control Chemicals.** 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 22nd day of March 20 22.

KP George
County Judge KP George

Fort Bend County, Texas

By: _____
County Judge, KP George

By: _____
Signature of Contractor

By: Kevin Evans VM Sales Specialist
Printed Name and Title

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.
Nutrien Ag Solutions

2 Business name/disregarded entity name, if different from above
04-3769161

3 Check appropriate box for federal tax classification; 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. 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)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

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

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
04 - 3769161

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶** Tim Roark | **Date ▶** 2/4/2022

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	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*
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.): 04-3769161

Company Name submitting Bid/Proposal: 3005 Rocky Mountain Ave

Mailing Address: Loveland, Colorado 80538

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
2/4/2022

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**

** 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
[Company Name]
§2252.001.

✓ I certify that Nutrien Ag Solutions is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is Loveland Colorado.
[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:

Nutrien Ag Solutions

(Company/Contractor)

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

Tim Roark

Contractor Signature

2/4/2022

Date

Tim Roark

Printed Name

Sales Manager

Title

Fort Bend County Pricing Form
Bid 22-052
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2022 through March 31, 2023

	Vendor Name: ↓
Herbicides	**Nutrien Solutions**
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Bid Price**
2.5 gallon container	$ 58.13
minimum order	
returnable	
30 gallon container	$ 707.56
minimum order	
returnable	
270 gallon container	$ 6,000.00
minimum order	
returnable	

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	**Bid Price**
2.5 gallon container	$ 183.69
minimum order	
returnable	
5 gallon container	$ 368.38
minimum order	
returnable	
15 gallon container	$ 1,122.00
minimum order	
returnable	
30 gallon container	$ 2,044.00
minimum order	
returnable	
250 gallon container	$ 18,000.00
minimum order	
returnable	

Item #3: Dupont Oust Extra, price per pound	**Bid Price**
4 pound container	$ 140.00
minimum order	
12 pound container	$ 396.00
minimum order	
25 pound container	$ 835.00
minimum order	

	Vendor Name: ↓
	Nutrien Solutions
Item #4: Escort, price per Ounce	**Bid Price**
1 oz. container	$ 2.09
minimum order	
8 oz. container	$ 16.72
minimum order	
16 oz. container	$ 33.44
minimum order	
64 oz. container	$ 133.76
minimum order	

Item #5: Garlon 3A, price per gallon	**Bid Price**
2.5 gallon container	$ 159.50
minimum order	
returnable	
5 gallon container	$ 300.00
minimum order	
returnable	
30 gallon container	$ 1,850.00
minimum order	
returnable	

Item #6: Garlon 4 Ultra, price per gallon	**Bid Price**
Lawson # 8935	
2.5 gallon container	$ 180.00
minimum order	
returnable	

	Vendor Name: ↓ Nutrien Solutions
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	$ 81.00
minimum order	
returnable	
Brand Bid	Makaze
5 gallon container	$ 160.25
minimum order	
returnable	
Brand Bid	Makaze
30 gallon container	$ 951.00
minimum order	
returnable	
Brand Bid	Makaze
275 gallon container	$ 8,700.00
minimum order	
returnable	
Brand Bid	Makaze
265 gallon container	$ 8,699.00
minimum order	
returnable	
Brand Bid	

Item #8: MSMA 6 Plus 47.60% Active, price per gallon	**Bid Price**
2.5 gallon container	$ 80.58
minimum order	
returnable	

Item #9: Milestone VM, price per gallon	**Bid Price**
2.5 gallon container	$ 750.00
minimum order	
returnable	

Item #10: Outrider, price per ounce	**Bid Price**
20 oz. container	$325.60
minimum order	

Item #11: Pro-Mate Accuracy 30%, price per guart	**Bid Price**
1 quart container	$ 20.00
minimum order	

returnable	

	Vendor Name: ↓ Nutrien Solutions
Item #12: Rodeo Herbicide, price per gallon	**Bid Price**
2.5 gallon container	$ 81.25
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	$ 96.00
minimum order	
returnable	
30 gallon container	$ 1,115.00
minimum order	
returnable	

Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon	**Bid Price**
1 gallon container	$ 10.99
minimum order	
returnable	
2.5 gallon container	$ 25.25
minimum order	
returnable	
30 gallon container	$ 299.70
minimum order	
returnable	
Brand Bid	Brewer

Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon	**Bid Price**
2.5 gallon container	$ 39.80
minimum order	
returnable	
Brand Bid	LPI

	Vendor Name: ↓ Nutrien Solutions
Item #16: Tordon 22K, price per gallon	**Bid Price**
2.5 gallon container	$ 198.00
minimum order	
returnable	
5 gallon container	$ 396.00
minimum order	
returnable	
30 gallon container	$ 2,376.00
minimum order	
returnable	
250 gallon container	$ 19,800.00
minimum order	
returnable	

Item #17: Opensight by Dow AgroScience, price per ounce	**Bid Price**
20 oz bottle container	$118.250
minimum order	
Brand Bid	
1.25 pound container	$118.250
minimum order	
Brand Bid	
10 pound container	$946.000
minimum order	
Brand Bid	

Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon	**Bid Price**
2.5 gallon container	$ 68.60
minimum order	
returnable	

Item #19: Hardball, 2,4-D Acid, No Subs price per gallon	**Bid Price**
2.5 gallon container	$ 62.47
minimum order	
returnable	
30 gallon container	$ 61.00
minimum order	
returnable	

	Vendor Name: ↓ Nutrien Solutions
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	$ 114.00
minimum order	
returnable	

Item #21: Droplex Xtra, No Subs price per gallon	**Bid Price**
2.5 gallon container	$ 54.95
minimum order	
returnable	

Item #22: Vastlan, price per gallon	**Bid Price**
2.5 gallon container	$ 230.00
30 gallon container	$ 2,760.00
minimum order	
returnable	

Item #23: Trycera Selective Herbicide, No Subs price per gallon	**Bid Price**
2.5 gallon container	$ 195.00
minimum order	
returnable	
265 gallon container	$ 190.00
minimum order	
returnable	

Item #24: Dow Frequency, Bareground Herbicide, price per gallon	**Bid Price**
1 gallon container	$ 607.00
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	$ 102.50
minimum order	
returnable	

	Vendor Name: ↓
	Nutrien Solutions
Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon	**Bid Price**
2.5 gallon container	$ 87.50
minimum order	
returnable	

Item #27: Roundup Custom price per gallon	**Bid Price**
2.5 gallon container	$ 102.50
minimum order	
Brand Bid	RoundUp Custom
returnable	

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

Item #29: Derigo (by Bayer Environmental Science), price per ounce	**Bid Price**
60 ounce container	$ 499.80
minimum order	
Brand Bid	Derigo

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	**Bid Price**
16 ounce container	$ 247.20
minimum order	
Brand Bid	Telar XP

Item #31: EcoMIGHT price per gallon	**Bid Price**
1 gallon container	
minimum order	
2.5 gallon container	
minimum order	
55 gallon container	
minimum order	
Brand Bid	

	Vendor Name: ↓
Insecticides	
Item #32: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	
minimum order	

Item #33: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	
minimum order	

Item #34: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	
minimum order	

Item #35: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	**Bid Price**
2.5 gallon container	
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 #36: Mosquitomist One ULV, price per gallon	**Bid Price**
30 gallon container	
minimum order	
returnable	
55 gallon container	
minimum order	
returnable	
275 gallon container	
minimum order	
returnable	

Item #37: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	**Bid Price**
returnable	
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 #38 Duet by Clarke Mosquito Control, price per gallon	**Bid Price**
2.5 gallon container	
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 #39: Mosquito Master 4-12, price per gallon	**Bid Price**
30 gallon container	
minimum order	
55 gallon container	
minimum order	
275 gallon container	
minimum order	

Item #40: 1% Solution, Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	
minimum order	
returnable	
2.5 gallon container	
minimum order	
returnable	

	Vendor Name: ↓

Item #41: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	
minimum order	
returnable	

Item #42: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	
minimum order	
returnable	

Item #43: Natular DT Tablet Residential, 600/case, price per case	**Bid Price**
600 tablet case	
minimum order	

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Rentokil North America		
Business Name (if different from legal name)	DBA Target Specialty Products		
Federal ID # or S.S. #	23-1568350	DUNS # 01449514	
Type of Business	x Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization		Age in Business? 59
Publicly Traded Business	___ No x Yes Ticker Symbol RTOKY (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: 318-254-3330 (David) 225-241-5670 (Crystal)	Fax: 225-351-8862	
Contact Person	David Herter or Crystal Salter		
E-mail	David.Herter@target-specialty.com & Crystal.salter@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 ___	**Certification #** N/A **Certification #** N/A **Certification #** N/A **Certification #** N/A	Cert Date / Exp Date
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 x		
NAICs codes (Please enter all that apply)	424690, 424910		
Signature of Authorized Representative	Crystal Salter		
Printed Name	Crystal Salter		
Title	Service Center Manager/Vector		
Date	2/2/2022		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

LEGAL NOTICE
INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, FEBRUARY 15, 2022 at 2:00 P.M.** (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. All addendums will be posted on Purchasing Agent's website located at www.fortbendcountytx.gov.

BID 22-052 TERM CONTRACT FOR WEED, BRUSH AND INSECT CONTROL CHEMICALS

Unit pricing required; payment will be by check. Bonds are not required. Fort Bend County reserves the right to reject any or all bids.

Signed:
Jaime Kovar, Purchasing Agent
Fort Bend County, Richmond, Texas
281-341-8640

Fort Bend County, Texas
Invitation for Bid

Term Contract for Weed, Brush and Insect Control Chemicals
BID 22-052

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, February15, 2022
2:00 PM (Central)

LABEL ENVELOPE:

BID 22-052
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
Assistant County Purchasing Agent
cheryl.krejci@fortbendcountytx.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: 01/15/22
Issued: 01/30/22

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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: CS

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytx.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, February 8, 2022 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.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: CS

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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: CS

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 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

Initials of Bidder: CS

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 provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: CS

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 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

Initials of Bidder: CS

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 three (3) 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 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

Initials of Bidder: CS

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.

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

Initials of Bidder: CS

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 equity.

Initials of Bidder: CS

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 trace 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 though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: CS

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 all vendors meeting or exceeding specifications to provide Weed, Brush and Insect Control Chemicals as stated herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2022 through March 31, 2023** renewable annually for four (4) years (through 30 March 2027) 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: CS

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: B22-052.

5.2.3 Description is the title of the solicitation: Weed, Brush & Insect Chemicals.

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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, 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.

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the

Initials of Bidder: CS

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 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.

11.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein 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 Storm Water Management Program

Initials of Bidder: CS

Contract Sheet
Bid 22-052

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 22 day of March, 20 22, 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. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Weed, Brush, and Insect Control Chemicals.** 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 22nd day of March 20 22.

Fort Bend County, Texas

By: KP George
County Judge KP George
County Judge, KP George

By: Crystal Salter
Signature of Contractor

By: Crystal Salter - SCM/Vector
Printed Name and Title

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

2 Business name/disregarded entity name, if different from above
23-1568350

3 Check appropriate box for federal tax classification; 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. 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)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
Rentokil North America, Inc DBA Target Specialty Products

Requester's name and address (optional)

6 City, state, and ZIP code
1225 N. Post Oak Road Houston, TX 77055

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
N/A - -

or

Employer identification number
 -

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** ▶

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.: BID 22-052

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

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

Crystal Salter — 2/9/2022

Contractor Signature — Date

Crystal Salter

Printed Name

Service Center Manager/Vector

Title

GROUP 4 HERBICIDE

DO NOT USE PLANT MATERIAL TREATED WITH METHOD® 240SL HERBICIDE FOR MULCH OR COMPOST

BAYER

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:	• 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 CROPSCIENCE LP directions.

BAYER CROPSCIENCE LP will not be responsible for losses or damages resulting from the use of this product in any manner not specifically directed by BAYER CROPSCIENCE 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 bromegrass and wheatgrass 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 (FICMNEW) 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.

Table 1. METHOD 240SL HERBICIDE Mixing Guide for Total Spray Volumes.

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 METHO 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[2]	*Helenium amarum*	4 to 8
Clover, bush	*Lespedeza* sp.	
Clover, Dutch (white)	*Trifolium repens*	
Clover, large hop[3]	*Trifolium campestre*	
Croton, woolly[4]	*Croton capitatus*	
Dandelion, common	*Taraxacum officinale*	
Dogfennel[3]	*Eupatorium capillifolium*	
Henbit[3]	*Lamium amplexicaule*	
Ironweed, tall	*Vernonia gigantea*	
Lambsquarters, common	*Chenopodium album*	

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]	*Kummerowia striata*	
Lespedeza, hairy[3]	*Lespedeza hirta*	
Lespedeza, sericia	*Lespedeza cuneata*	
Lettuce, prickly	*Lactuca serriola*	
Lettuce, tall[3]	*Lactuca canadensis*	
Mullein, common	*Verbascum thapsus*	
Mullein, turkey	*Eremocarpus setigerus*	
Pigweed, tumble	*Amaranthus albus*	
Ragweed, western	*Ambrosia psilostachya*	
Sida, prickly[3]	*Sida spinosa*	
Sowthistle, common	*Sonchus oleraceus*	
Sowthistle, field[3]	*Sonchus arvensis*	
Spanish needle[3]	*Bidens alba*	
Speedwell[3]	*Veronica* spp.	
Starthistle, yellow	*Centaurea solstitialis*	
Sweetclover, yellow[3]	*Melilotus officinalis*	
Vervain, blue[3]	*Verbena hastata*	
Chicory, wild	*Cichorium intybus*	8 to 18
Burclover, California	*Medicago polymorpha*	
Barbed goatgrass	*Aegilops triuncialis*	
Cocklebur, common[3]	*Xanthium strumarium*	
Common cat's ear	*Hypochoeris radicata*	
Common spikeweed	*Centromadia pungens*	
Copperleaf[3]	*Acalypha* spp.	
Crownvetch, common[3]	*Coronilla varia*	
Cudweed	*Gnaphalium* spp.	
Daisy, oxeye[3]	*Leucanthemum vulgare*	
Filaree, broadleaf	*Erodium botrys*	
Filaree, redstem	*Erodium cicutarium*	
Filaree, whitestem	*Erodium moschatum*	
Fleabane, hairy	*Erigeron bonariensis*	
Geranium, Carolina[3]	*Geranium carolinianum*	
Goldenaster[3]	*Heterotheca* spp.	
Hawkweed, orange	*Hieracium aurantiacum*	
Horsenettle, Carolina[3]	*Solanum carolinense*	
Knapweed, diffuse	*Centaurea diffusa*	
Knapweed, Russian	*Acroptilon repens*	
Knapweed, spotted	*Centaurea stoebe*	
Kochia (Up to 6 inches)[1]	*Kochia scoparia*	
Marestail/horseweed	*Conyza canadensis*	
Medic[3]	*Medicago* spp.	
Milkthistle, blessed	*Silybum marianum*	
Ragweed, common	*Ambrosia artemisiifolia*	
Rush skeletonweed	*Chondrilla juncea*	
Shepherd's-purse	*Capsella bursa-pastoris*	
Spurge, leafy	*Euphorbia esula*	
Spurge, nodding[3]	*Euphorbia nutans*	
St. John's wort	*Hypericum perforatum*	
Thistle, Canada	*Cirsium arvense*	
Thistle, cotton	Onopordum acanthium	
Thistle, musk	*Carduus nutans*	
Thistle, Russian	*Salsola tragus*	
Toadflax, dalmatian	*Linaria dalmatica*	
Vetch	*Vicia* spp.	
Wild carrot[3]	*Daucus carota*	
Willow weed	*Epilobium paniculatum*	
Plantain	*Plantago* spp.	10 to 18
Aster, whiteheath	*Symphyotrichum pilosum*	
Bindweed, field	*Convolvulus arvensis*	
Burdock, common[3]	*Arctium minus*	
Cinquefoil, sulfur	*Pontentilla recta*	
Coast fiddleneck	*Amsinckia intermedia*	
Flixweed[3]	*Descurainia sophia*	
Fleabane, annual[3]	*Erigeron annuus*	
Goldenrod, Canada[3]	*Solidago canadensis*	12 to 18
Goldenrod, common[3]	*Solidago virgaurea*	
Gumweed, curlycup[3]	*Grindelia squarrosa*	
Hemlock, poison	*Conium maculatum*	
Honeysuckle, Japanese	*Lonicera japonica*	
Matchweed[3]	*Mat lippia*	
Medusahead	*Taeniatherum caput-medusae*	
Poison-ivy, eastern	*Toxicodendron radicans*	

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[1]	*Ambrosia trifida*	
Teasel, common	*Dipsacus fullonum*	12 to 18
Yarrow, common	*Achillea millefolium*	

BRUSH		Rate (fluid ounces per acre)
American beautyberry[3]	*Callicarpa americana*	
Ash (Green, White)	*Fraxinus* spp.	
Aspen, quaking[3]	*Populus tremuloides*	
Autumn Olive[3]	*Eleagnus umbellata*	
Baccharis, Eastern[3]	*Baccharis halimifolia*	
Brazilian pepper[3]	*Schinus terebinthifolius*	
Callery Pear[3]	*Pyrus calleryana*	
Catalpa, northern	*Catalpa speciosa*	
Cherry[3]	*Prunus* spp.	
Chinaberry[3]	*Melia azedarach*	
Chinese tallowtree[3]	*Triadica sebifera*	
Cottonwood	*Populus deltoides*	
Elder, box	*Acer negundo*	
Elm, American	*Ulmus americana*	
Grape, fox[3]	*Vitis labrusca*	
Grape, crimson glorywine[3]	*Vitis coignetiae*	10 to 18
Grape, wild	*Vitis rotundifolia*	
Hackberry, common	*Celtis occidentalis*	
Lantana, largeleaf[3]	*Lantana camara*	
Locust, black	*Robinia pseudoacacia*	
Locust, honey	*Gleditsia triacanthos*	
Maple, red	*Acer rubrum*	
Maple, silver	*Acer saccharinum*	
Persimmon, common[1]	*Diospyros virginiana*	
Pine, loblolly[2]	*Pinus taeda*	
Poplar, yellow	*Liriodendron tulipifera*	
Sugarberry	*Celtis laevigata*	
Sumac	*Rhus* sp.	
Sycamore	*Acer pseudoplatanus*	
Tupelo, black	*Nyssa sylvatica*	
Willow	*Salix* spp.	
Blackberry/Dewberry[3]	*Rubus* spp.	
Buckthorn, common[3]	*Rhamnus carthartica*	
Oak, northern red	*Quercus borealis*	16
Pine, Virginia[2]	*Pinus virginiana*	
Sassafras	*Sassafras albidum*	
Huisache	*Acacia farnesiana*	
Lotebush[3]	*Ziziphus obtusifolia*	
Mesquite	*Prosopis juliflora*	18

[1]See specific weed directions.
[2]Suppression: a visual reduction in weed competition (reduced population or vigor) as compared to an untreated area.
[3]**Not 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

GROUP 4 HERBICIDE

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:	• 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:

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.

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.

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

PULL HERE TO OPEN

(01)00785740387443

SAFETY DATA SHEET

METHOD® 240SL HERBICIDE

Version 3.0 / USA
102000030323

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

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.

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

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/cm³ (20 °C)
Evaporation rate	No data available
Boiling Point	No data available

Melting / Freezing Point	No data available
Water solubility	soluble
Minimum Ignition Energy	Not applicable
Decomposition temperature	Stable under normal conditions.
Self-accelarating 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

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

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

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

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

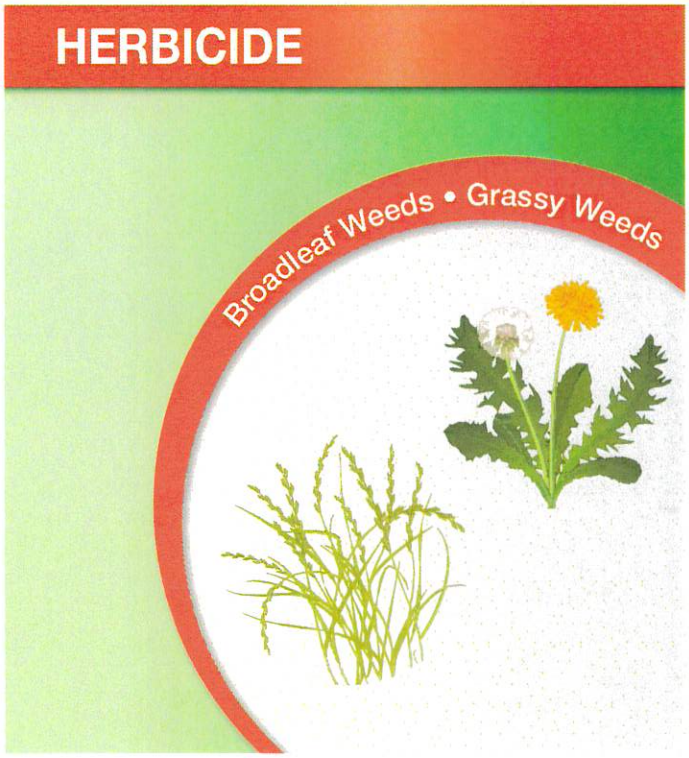
Reason for Revision: The following sections have been revised: Section 15: Regulatory information. Reviewed and updated for general editorial purposes.

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



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:	• 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:	• 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:	• 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 (*Eremochloe 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: thiencarbazone-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 thiencarbazone-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 affects 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 thiencarbazone-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 thiencarbazone-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 thiencarbazone-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	Thiencarbazone-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	*Erechtites hieraciifolia*
Annual lespedeza	*Lespedeza striata*
Asiatic hawksbeard	*Youngia japonica*
Birdseye pearlwort	*Sagina procumbens*
Black medic, hop medic	*Medicago lupulina*
Black nightshade	*Solanum nigrum*
Blackseed plantain	*Plantago rugelii*
Blue mustard	*Chorispora tenella*
Bracted plantain	*Plantago aristata*
Broadleaf plantain, common plantain	*Plantago major*
Buckhorn plantain, narrowleaf plantain	*Plantago lanceolata*
Burcucumber	*Sicyos angulatus*
Burdock	*Arctium spp.*
Buttercup	*Ranunculus spp.*
California burclover	*Medicago polymorpha*
Chamomile, scentless	*Matricaria inodora*

continued

Broadleaf Weeds Controlled (continued)

Common Name	Scientific Name
Canada thistle**	*Cirsium arvense*
Canada toadflax	*Linaria canadensis*
Carolina dichondra, Dichondra*	*Dichondra carolinensis*
Carolina falsedandelion	*Pyrrhopappus carolinianus*
Carolina geranium, wild geranium*	*Geranium carolinianum*
Carpetweed	*Mollugo verticillata*
Catsear dandelion	*Hypochoeris radicata*
Chamberbitter	*Phyllanthus urinaria*
Common chickweed	*Stellaria media*
Common lambsquarter*	*Chenopodium album*
Common purslane*	*Portulaca oleracea*
Common ragweed	*Ambrosia artemisiifolia*
Common sunflower	*Helianthus annuus*
Common vetch	*Vicia sativa*
Common waterhemp	*Amaranthus rudis*
Corn speedwell	*Veronica arvensis*
Creeping beggarweed	*Desmodium canum*
Creeping speedwell	*Veronica filiformis*
Curly dock	*Rumex crispus*
Cutleaf evening primrose	*Oenothera laciniata*
Dandelion, common	*Taraxacum officinale*

continued

Broadleaf Weeds Controlled (continued)

Common Name	Scientific Name
Dogfennel	*Eupatorium capillifolium*
Dollarweed, Pennywort*	*Hydrocotyle spp.*
Eastern black nightshade	*Solanum ptychanthum*
Entireleaf morningglory	*Ipomoea hederacea var. integriuscula*
Facelis, trampweed	*Facelis retusa*
Field madder	*Sherardia arvensis*
Field pansy, Johnny jump-up*	*Viola rafinesquil/bicolor*
Field pepperweed	*Lepidium campestre*
Field pennycress	*Thlaspi arvense*
Field violet, wild pansy	*Viola arvensis*
Fleabane	*Erigeron spp*
Florida betony	*Stachys floridana*
Florida pusley	*Richardia scabra*
Giant ragweed	*Ambrosia trifida*
Ground ivy	*Glechoma hederacea*
Hairy bittercress	*Cardamine hirsuta*
Hairy nightshade	*Solanum villosum*
Heartwing sorrel	*Rumex hastatulus*
Heath aster*	*Aster ericoides*
Hemp sesbania	*Sesbania exaltata*

continued

Broadleaf Weeds Controlled (continued)

Common Name	Scientific Name
Hempnettle	*Galeopsis spp.*
Henbit	*Lamium amplexicaule*
Hop clovers	*Trifolium spp.*
Horsenettle	*Solanum cardinense*
Horse purslane	*Trianthema portulacastrum*
Horseweed (marestail)**	*Conyza canadensis*
Ivyleaf morningglory	*Ipomoea hederacea*
Khakiweed*	*Alternanthera caracasana*
Knawel	*Scleranthus annuus*
Lady's Mantle	*Alchemilla mollis*
Lawn burweed, spurweed	*Soliva sessilis*
Mouse-ear chickweed	*Cerastium glomeratum*
Oxeye daisy	*Leucanthemum vulgare*
Paleseed plantain	*Plantago virginica*
Palmer amaranth	*Amaranth palmeri*
Parsley piert	*Aphanes microcarpa*
Pennsylvania smartweed**	*Polygonum pensylvanicum*
Pitted morningglory	*Ipomoea lacunosa*
Poison hemlock	*Corium maculatum*
Pokeweed, common	*Phytolacca americana*
Poorjoe*	*Diodia teres*

continued

Broadleaf Weeds Controlled (continued)

Common Name	Scientific Name
Prickly sida*	*Sida spinosa*
Prostrate knotweed	*Polygonum aviculare*
Prostrate spurge	*Chamaesyce maculata*
Purple cudweed	*Gnaphalium purpureum*
Purple deadnettle	*Lamium purpureum*
Rabbitfoot clover	*Trifolium arvense*
Red sorrel	*Rumex acetosella*
Redroot pigweed	*Amaranth retroflexus*
Russian thistle	*Salsola tragus*
Shepherd's purse	*Capsella bursa-pastoris*
Sicklepod	*Senna obtusifolia*
Slender aster	*Aster gracillis*
Southern brassbuttons	*Cotula australis*
Spiny sowthistle	*Sonchus asper*
Sprawling horseweed	*Calyptocarpus vialis*
Swinecress	*Coronopus didymus*
Tansy mustard	*Descurainia pinnata*
Turnipweed	*Rapistrum rugosum*
Velvetleaf	*Abutilon theophrasti*
Venus looking-glass	*Triodanis perfoliata*
Virginia buttonweed*	*Diodia virginiana*

continued

Broadleaf Weeds Controlled (continued)

Common Name	Scientific Name
Virginia dwarf dandelion	*Krigia virginica*
Western ragweed	*Ambrosia psilostachya*
White clover	*Trifolium repens*
White mustard	*Brassica alba*
White sweet clover	*Melilotus alba*
Whiteleaf sage	*Salvia leucophylla*
Wild buckwheat	*Polygonum convolvulus*
Wild carrot	*Daucus carota*
Wild garlic	*Allium vineale*
Wild lettuce	*Lactuca canadensis*
Wild mustard	*Brassica kaber*
Wild onion	*Allium canadense*
Wild parsley	*Lomatium foeniculaceum*
Wild radish	*Raphanus raphanistrum*
Yellow rocket	*Barbarea vulgaris*
Yellow woodsorrel, Oxalis*	*Oxalis stricta*

**Not for use in California.

Grassy Weeds and Sedges Controlled

Common Name	Scientific Name
Annual bluegrass	*Poa annua*
Annual ryegrass	*Lolium multiflorum*
Barnyardgrass	*Echinochloa crusgalli*
Broadleaf signalgrass	*Urochloa platyphylla*
Browntop millet	*Brachiaria ramosa*
Carpetgrass	*Axonopus affinis*
Common millet, proso millet	*Panicum miliaceum*
Giant foxtail	*Setaria faberi*
Goosegrass	*Eleusine indica*
Green foxtail	*Setaria viridis*
Gophertail lovegrass	*Eragrostis cillaris*
Green kyllinga	*Kyllinga brevifolia*
Dallisgrass*	*Paspalum dilatatum*
Doveweed	*Murdannia nudiflora*
Fall panicum	*Panicum dichotomiflorum*
Field sandbur	*Cenchrus incertus*
Johnsongrass*	*Sorghum halepense*
Large crabgrass*	*Digitaria sanquinalis*
Quackgrass	*Agropyron repens*
Red fescue	*Festuca rubra*
Rattail fescue	*Vulpia myuros*

continued

Grassy Weeds and Sedges Controlled (continued)

Common Name	Scientific Name
Rescuegrass*	*Bromus catharticus*
Shattercane	*Sorghum bicolor*
Stinkgrass	*Eragrostis cilianensis*
Switchgrass	*Panicum virgatum*
Tall fescue	*Festuca arundinacea*
Texas panicum	*Panicum texanum*
Thin paspalum, bull paspalum*	*Paspalum setaceum*
Vaseygrass*	*Paspalum urvillei*
Wild oat	*Avena fatua*
Yellow foxtail	*Setaria lutescens*

* 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 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.

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Derigo® HERBICIDE

FORAMSULFURON & IODOSULFURON-METHYL & THIENCARBAZONE-METHYL	GROUP 2	HERBICIDE

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**

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

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:	• 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:	• 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:	• 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

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.

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

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 (CO2), 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 (NOx), 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)

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/m3 (TWA)		OES BCS*
Iodosulfuron-methyl-sodium	144550-36-7	1 mg/m3 (TWA)		OES BCS*

Thiencarbazone-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

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-accelarating 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

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.

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

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

	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

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.

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

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.

Safety Data Sheet

Section 1: Identification

Product identifier

Product Name • **Zoecon Altosid Briquets**

Synonyms • 37060F; 37090C; EPA Reg. No.: 2724-375; ProLink Briquets

Product Description • Gray to black solid.

Relevant identified uses of the substance or mixture and uses advised against

Recommended use • Insect growth regulator.

Restrictions on use • Avoid contact with eyes, skin or clothing. Keep out of reach of children.

Details of the supplier of the safety data sheet

Manufacturer • Wellmark International

1501 E. Woodfield Road, Suite 200 West
Schaumburg, IL 60173
United States
www.centralmosquitocontrol.com

Emergency telephone number

Manufacturer • 1-800-424-9300 - CHEMTREC

Manufacturer • 1-703-527-3887 - CHEMTREC - Outside North America - Collect Calls Accepted

Manufacturer • 1-888-914-2082

Section 2: Hazard Identification

United States (US)

According to: OSHA 29 CFR 1910.1200 HCS

Classification of the substance or mixture

OSHA HCS 2012 • Carcinogenicity 1A
Eye Mild Irritation 2B
Combustible Dust

Label elements

OSHA HCS 2012

DANGER



Hazard statements • May cause cancer.
Causes eye irritation

May form combustible dust concentrations in air.

Precautionary statements

Prevention • Wash thoroughly after handling.
Wear protective gloves/protective clothing/eye protection/face protection.
Do not handle until all safety precautions have been read and understood.
Obtain special instructions before use.

Response • 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/attention.
IF exposed or concerned: Get medical advice/attention.

Storage/Disposal • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
Store locked up.

Supplemental information • Exposure to silica dust from the finished product is not expected to occur due to the manner in which the constituents are bound. Finished product is not considered carcinogenic.

Other hazards

OSHA HCS 2012 • Under United States Regulations (29 CFR 1910.1200 - Hazard Communication Standard), this product is considered hazardous.

Section 3 - Composition/Information on Ingredients

Substances

• Material does not meet the criteria of a substance.

Mixtures

Composition		
Chemical Name	**Identifiers**	**%**
(s)-Methoprene	**CAS:**65733-16-6	8.62%
Plaster of paris	**CAS:**26499-65-0	71.84%
Silica, crystalline - quartz	**CAS:**14808-60-7	< 0.73%
Activated Carbon	**CAS:**7440-44-0	17.53%
Other ingredients	NDA	1.28%

Section 4: First-Aid Measures

Description of first aid measures

Inhalation • IF INHALED: If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

Skin • 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 skin irritation occurs: Get medical advice/attention.

Eye • 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/attention.

Ingestion • IF SWALLOWED: call a poison center or doctor if you feel unwell. Rinse mouth. Never

give anything by mouth to an unconscious person. Call a physician or poison control center.

Most important symptoms and effects, both acute and delayed

- Causes eye irritation, may cause cancer.

Indication of any immediate medical attention and special treatment needed

Notes to Physician

- Treat symptomatically and supportively.

Section 5: Fire-Fighting Measures

Extinguishing media

Suitable Extinguishing Media

- SMALL FIRES: Dry chemical, CO_2, water spray or regular foam.
  LARGE FIRE: Water spray, fog or regular foam.

Unsuitable Extinguishing Media

- Avoid heavy hose streams.

Firefighting Procedures

- Combustible dust - use low-pressure medium fog streams to avoid dust clouds.
  Eliminate ignition sources.
  Move combustibles out of path of advancing pool if you can do so without risk.
  Stay upwind.
  LARGE FIRES: Dike fire control water for later disposal; do not scatter the material.

Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards

- Avoid generating dust; fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard.

Hazardous Combustion Products

- Decomposes upon heating to produce toxic vapors/gases which may include carbon oxides and nitrogen oxides.

Advice for firefighters

- Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

Personal precautions, protective equipment and emergency procedures

Personal Precautions

- Avoid contact with skin, eyes, and clothing. Use appropriate Personal Protective Equipment (PPE). Ventilate enclosed areas. Do not walk through spilled material. Keep all sources of ignition away and avoid creating dusty conditions.

Emergency Procedures

- Stay upwind. Ventilate closed spaces before entering. Contain spill and monitor for excessive dust accumulation. ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Keep unauthorized personnel away. Turn off electric power to area.

Environmental precautions

- Contain and prevent from release into any waterway, sewer or drain.

Methods and material for containment and cleaning up

Containment/Clean-up Measures

- Use appropriate Personal Protective Equipment (PPE). Avoid generating dust. Dust deposits should not be allowed to accumulate on surfaces, as these may form an explosive mixture if they are released into the atmosphere in sufficient concentration. Sweep or scoop up spills, dispose of any unusable material in approved landfill. Non-sparking tools should be used.

Section 7 - Handling and Storage

Precautions for safe handling

Handling

- Wash hands thoroughly with soap and water after handling. Read label before use. Avoid contact with skin or eyes. Avoid breathing dust. Avoid contact with heat and

ignition sources.

Conditions for safe storage, including any incompatibilities

Storage

- Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in cool, dry area, inaccessible to children. Store only in original container.

Section 8 - Exposure Controls/Personal Protection

Control parameters

Exposure Limits/Guidelines

- No data available.

Exposure Limits/Guidelines				
	Result	ACGIH	NIOSH	OSHA
Silica, crystalline - quartz (14808-60-7)	TWAs	0.025 mg/m3 TWA (respirable fraction)	0.05 mg/m3 TWA (respirable dust)	Not established
Plaster of paris (26499-65-0)	TWAs	Not established	10 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable dust)	15 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable fraction)

Exposure Limits Supplemental

OSHA

•Silica, crystalline - quartz (14808-60-7): **Mineral Dusts:** ((30)/(%SiO2 + 2) mg/m3 TWA, total dust; (250)/(%SiO2 + 5) mppcf TWA, respirable fraction; (10)/(%SiO2 + 2) mg/m3 TWA, respirable fraction)

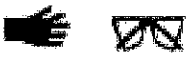
Exposure controls

Engineering Measures/Controls

- Use adequate ventilation to remove vapors (fumes, dust etc)

Personal Protective Equipment

Pictograms

- 

Respiratory

- If prolonged exposure is anticipated, it is recommended for handlers to wear an approved MSHA/NIOSH dust mask N-95.

Eye/Face

- Wear safety glasses.

Hands

- Wear appropriate gloves.

Skin/Body

- If prolonged exposure is anticipated, it is recommended for handlers to wear appropriate clothing to prevent skin contact.

General Industrial Hygiene Considerations

- Avoid contact with skin, eyes or clothing.

Environmental Exposure Controls

- Controls should be engineered to prevent release to the environment, including procedures to prevent spills, atmospheric release and release to waterways.

Section 9 - Physical and Chemical Properties

Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Gray to black solid.
Color	Gray to black.	Odor	Slight hydrocarbon.
Odor Threshold	No data available		
General Properties			
Boiling Point	No data available	Melting Point/Freezing Point	No data available

Decomposition Temperature	No data available	pH	Not relevant
Specific Gravity/Relative Density	1.04 g/cc (64.9 lb/ft3)	Water Solubility	No data available
Viscosity	Not relevant		
Volatility			
Vapor Pressure	No data available	Vapor Density	No data available
Evaporation Rate	No data available		
Flammability			
Flash Point	Not relevant	UEL	No data available
LEL	No data available	Autoignition	No data available
Flammability (solid, gas)	No data available		
Environmental			
Octanol/Water Partition coefficient	No data available		

Section 10: Stability and Reactivity

Reactivity

- This material is friable and can create small dust particles during any handling, processing, and transfer operations. This material can form explosive dust/air suspensions that are ignitable under some conditions.

Chemical stability

- Stable under normal temperatures and pressures.

Possibility of hazardous reactions

- Hazardous polymerization will not occur. May form combustible dust concentrations in the air.

Conditions to avoid

- Heat, sparks, open flame, other ignition sources, and oxidizing conditions.

Incompatible materials

- No data available. Strong acids. Strong oxidizing agents.

Hazardous decomposition products

- Thermal decomposition may produce toxic vapors and/or gases.

Section 11 - Toxicological Information

Information on toxicological effects

	CAS	
Zoecon Altosid Briquets	NDA	**Acute Toxicity:** Ingestion/Oral-Rat LD50 • >5100 mg/kg; Skin-Rabbit LD50 • >2100 mg/kg; **Irritation:** Eye-Rabbit • Mild irritation; Skin-Rabbit • Essentially non-irritating

GHS Properties	Classification
Acute toxicity	**OSHA HCS 2012** • Acute Toxicity - Dermal - Classification criteria not met; Acute Toxicity - Inhalation - Classification criteria not met; Acute Toxicity - Oral - Classification criteria not met
Aspiration Hazard	**OSHA HCS 2012** • Classification criteria not met
Carcinogenicity	**OSHA HCS 2012** • Carcinogenicity 1A

Germ Cell Mutagenicity	**OSHA HCS 2012** • Not classified - data lacking
Skin corrosion/irritation	**OSHA HCS 2012** • Classification criteria not met
Skin sensitization	**OSHA HCS 2012** • Classification criteria not met
STOT-RE	**OSHA HCS 2012** • Classification criteria not met
STOT-SE	**OSHA HCS 2012** • Classification criteria not met
Toxicity for Reproduction	**OSHA HCS 2012** • Classification criteria not met
Respiratory sensitization	**OSHA HCS 2012** • Classification criteria not met
Serious eye damage/irritation	**OSHA HCS 2012** • Eye Mild Irritation 2B

Route(s) of entry/exposure
- Inhalation, Ingestion, Eyes, and Skin

Potential Health Effects

Inhalation

Acute (Immediate)
- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)
- 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 (Immediate)
- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)
- No data available.

Eye

Acute (Immediate)
- Causes eye irritation.

Chronic (Delayed)
- No data available.

Ingestion

Acute (Immediate)
- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)
- No data available.

Carcinogenic Effects
- 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.

Section 12 - Ecological Information

Toxicity

Component	CAS	Data
(s)-Methoprene (8.62%)	65733-16-6	**Crustacea:** NOEC Crustacea *Mysid shrimp* 0.014 mg/L [Chronic]; 96 Hour(s) LC50 Crustacea *Mysid shrimp* 0.11 mg/L [Acute]; 48 Hour(s) LC50 Crustacea *Daphnia magna* 0.36 mg/L [Acute]; **Fish:** 96 Hour(s) LC50 Fish *Rainbow Trout* 0.76 mg/L [Acute]; 96 Hour(s) LC50 Fish *Blue Gill* >0.37 mg/L [Acute]; NOEC Fish *Fathead minnow* 0.048 mg/L [Chronic]

Persistence and degradability

- No data available.

Bioaccumulative potential

- No data available.

Mobility in Soil

- No data available.

Other adverse effects

- No data available.

Section 13 - Disposal Considerations

Waste treatment methods

Product waste
- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste
- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	UN number	UN proper shipping name	Transport hazard class (es)	Packing group	Environmental hazards
DOT	N/A	Not regulated	N/A	N/A	N/A
IMO/IMDG	N/A	Not regulated	N/A	N/A	N/A
IATA/ICAO	N/A	Not regulated	N/A	N/A	N/A

Special precautions for user
- None specified.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code
- Not relevant.

Other information

IMO/IMDG
- No data available

IATA/ICAO
- No data available

Key to abbreviations
= N/A = Not applicable.

Section 15 - Regulatory Information

Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications
- Acute, Chronic

FIFRA – Pesticide Labeling

This material 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.

CAUTION

Precautionary Statements
- Keep out of reach of children.

Hazards to Humans and Domestic Animals
- CAUTION: Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with eyes, skin, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove contaminated clothing and wash clothing before reuse.

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.
If on skin or clothing: • Takeoff contaminated clothing. • Rinse skin immediately with

plenty of water for 15 - 20 minutes.

Environmental Hazards • Do not contaminate water when disposing of unused product.

Inventory		
Component	**CAS**	**TSCA**
(s)-Methoprene	65733-16-6	No
Plaster of paris	26499-65-0	No
Silica, crystalline - quartz	14808-60-7	Yes

Section 16 - Other Information

Last Revision Date • 23/July/2015

Preparation Date • 23/July/2015

Disclaimer/Statement of Liability • 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® BRIQUETS

ZOËCON®

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	• 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	• 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.

ALTOSID® BRIQUET APPLICATION CHART

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

ZOËCON Professional Products

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March, 2010
Schaumburg, IL

Zoecon Altosid XR Extended Residual Briquets

Safety Data Sheet

Date of issue: 05/31/2017 Supersedes: 07/17/2015 Version: 1.1

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

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.

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/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
NIOSH	NIOSH REL (TWA) (mg/m³)	10 mg/m³ (total dust) 5 mg/m³ (respirable dust)

Silica, crystalline - quartz (14808-60-7)		
ACGIH	ACGIH TWA (mg/m³)	0.025 mg/m³ (respirable particulate matter)
OSHA	OSHA PEL (TWA) (mg/m³)	50 µg/m³
IDLH	US IDLH (mg/m³)	50 mg/m³ (respirable dust)
NIOSH	NIOSH REL (TWA) (mg/m³)	0.05 mg/m³ (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

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

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

			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

ZOËCON®

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	• 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	• 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.

Coquillettidia 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

300507286

May, 2010
Schaumburg, IL

Safety Data Sheet

Section 1: Identification

Product identifier

Product Name • **Perm-X UL 4-4**

Synonyms • 100208938; 100208939; 100208943; 100208989; 100208990; EPA Reg. No.: 89459-47

Product Description • Clear amber liquid.

Relevant identified uses of the substance or mixture and uses advised against

Recommended use • Insecticide.

Restrictions on use •

Keep out of reach of children. Avoid release to the environment. Avoid contact with skin, eyes, or clothing. Do not take internally.

Details of the supplier of the safety data sheet

Manufacturer • Central Garden & Pet Company

1501 E. Woodfield Road, Suite 200W
Schaumburg, IL 60173
United States

www.central.com

Emergency telephone number

Manufacturer • 1-800-234-2269

Manufacturer • 1-800-424-9300 - CHEMTREC

Manufacturer (Transportation) • 1-703-527-3887 - Chemtrec - Outside US collect calls accepted

Section 2: Hazard Identification

United States (US)

According to: OSHA 29 CFR 1910.1200 HCS

Classification of the substance or mixture

OSHA HCS 2012 • Acute Toxicity Inhalation 4
Specific Target Organ Toxicity Single Exposure 1
Skin Sensitization 1
Aspiration 1

Label elements

OSHA HCS 2012

DANGER



Hazard statements •
Harmful if inhaled
Causes damage to organs - nervous system.
May cause an allergic skin reaction
May be fatal if swallowed and enters airways

Precautionary statements

Prevention •
Avoid breathing dust, fume, gas, mist, vapors and/or spray.
Use only outdoors or in a well-ventilated area.
Contaminated work clothing should not be allowed out of the workplace.
Wear protective gloves.

Response •
IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.
Do NOT induce vomiting.
IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a poison control center or doctor if you feel unwell.
IF ON SKIN: Wash with plenty of soap and water.
If skin irritation or rash occurs: Get medical advice/attention.
Wash contaminated clothing before reuse.
IF exposed: Call POISON CENTER or doctor/physician.

Storage/Disposal •
Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
Avoid release to the environment.
Store locked up.

Other hazards

OSHA HCS 2012 •

This product is extremely toxic to aquatic organisms, including fish and invertebrates. This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Under United States Regulations (29 CFR 1910.1200 - Hazard Communication Standard), this product is considered hazardous.

Section 3 - Composition/Information on Ingredients

Substances

•
Material does not meet the criteria of a substance according to United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS)

Mixtures

Composition		
Chemical Name	**Identifiers**	**%**
Permethrin	**CAS**:52645-53-1	4%
Piperonyl butoxide	**CAS**:51-03-6	4%
Petroleum distillates, hydrotreated (mild) heavy paraffinic	**CAS**:64742-54-7	91.74%
Petroleum distillates, hydrotreated (mild) light paraffinic	**CAS**:64742-55-8	*N/A*
Other ingredients	NDA	Balance

Section 4: First-Aid Measures

Description of first aid measures

Inhalation

- IF INHALED: If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

Skin

- IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing. If irritation or rash occurs, get medical advice/attention.

Eye

- 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/attention.

Ingestion

- IF SWALLOWED: Immediately call a poison control center or doctor. Do NOT induce vomiting.

Most important symptoms and effects, both acute and delayed

- Causes damage to organs - nervous system. Harmful if inhaled. May cause an allergic skin reaction in individuals with a sensitivity to piperonyl butoxide. Aspiration hazard. Refer to Section 11 - Toxicological Information.

Indication of any immediate medical attention and special treatment needed

Notes to Physician

- Contains petroleum distillate vomiting may cause aspiration pneumonia. Treat symptomatically and supportively.

Section 5: Fire-Fighting Measures

Extinguishing media

Suitable Extinguishing Media

- SMALL FIRES: Dry chemical, CO2, water spray or regular foam.

Unsuitable Extinguishing Media

- Avoid heavy hose streams.

Firefighting Procedures

- Do not use direct stream of water. A direct stream of water may spread fire.
  Do not allow fire fighting water to escape into waterways or sewers.

Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards

- None known.

Hazardous Combustion Products

- Decomposes upon heating to produce toxic vapors/gases which may include oxides of carbon.

Advice for firefighters

- Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

Personal precautions, protective equipment and emergency procedures

Personal Precautions

- Avoid breathing fumes. Wear appropriate personal protective equipment, avoid direct contact. Keep all sources of ignition away.

Emergency Procedures

- Stop leak if you can do it without risk. Avoid release into the environment. Avoid unnecessary personnel and equipment traffic in the spill area. Do not allow runoff into water, storm drains or drainage ditches. Wear appropriate personal protective equipment (PPE).

Environmental precautions

- Avoid run off to waterways and sewers.

Methods and material for containment and cleaning up

Containment/Clean-up Measures

- Cover liquid spill with sand, earth or other non-combustible absorbent material.
  Wear appropriate personal protective equipment, avoid direct contact.
  Prevent entry into waterways, sewers, basements or confined areas.

Section 7 - Handling and Storage

Precautions for safe handling

Handling

- Handle and open container with care. Avoid release to the environment. Do not breathe (dust, vapor or spray mist) Use only in well ventilated areas. Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco. Wear appropriate personal protective equipment, avoid direct contact. Do not breathe (dust, vapor or spray mist.)

Conditions for safe storage, including any incompatibilities

Storage

- Keep out of reach of children. Store in a well-ventilated place. Keep container tightly closed. Store locked up. Keep from freezing. Store away from oxidizers strong acids and strong bases.

Incompatible Materials or Ignition Sources

- Strong acids, strong bases, and oxidizing agents.

Section 8 - Exposure Controls/Personal Protection

Control parameters

Exposure controls

Engineering Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Pictograms

- 

Respiratory

- In case of insufficient ventilation, wear suitable NIOSH approved respiratory protection.

Eye/Face
- Wear chemical splash safety goggles.

Skin/Body
- If prolonged exposure is anticipated, it is recommended for handlers to wear appropriate clothing to prevent skin contact.

Environmental Exposure Controls
- Avoid release to the environment.

Other Information

- See product label for specific use PPE instructions.

Section 9 - Physical and Chemical Properties

Information on Physical and Chemical Properties

Material Description			
Physical Form	Liquid	Appearance/Description	Clear amber liquid.
Color	Amber	Odor	Slight solvent and licorice.
General Properties			
Boiling Point	No data available	Melting Point/Freezing Point	No data available
Decomposition Temperature	No data available	pH	No data available
Specific Gravity/Relative Density	0.9807 g/ml (8.2 lb/gal)	Water Solubility	Insoluble
Viscosity	18.5 Centipoise (cPs, cP) or mPas @ 40 °C(104 °F)		
Volatility			
Vapor Pressure	No data available	Vapor Density	No data available
Evaporation Rate	No data available		
Flammability			
Flash Point	260°F (127°C)	UEL	No data available
LEL	No data available	Autoignition	No data available
Flammability (solid, gas)	No data available		
Environmental			
Octanol/Water Partition coefficient	No data available		

Section 10: Stability and Reactivity

Reactivity

- Non-reactive under normal handling and storage conditions.

Chemical stability

- Stable

Possibility of hazardous reactions

- Hazardous polymerization will not occur.

Conditions to avoid

- Avoid storage with or near toxic substances. Direct sunlight. Excessive heat >110°F.

Incompatible materials

- Heat, strong acids, strong bases and oxidizing agents.

Hazardous decomposition products

- Carbon monoxide and carbon dioxide.

Section 11 - Toxicological Information

Information on toxicological effects

Components		
Permethrin (4%)	52645-53-1	**Acute Toxicity:** Ingestion/Oral-Rat LD50 • 500 mg/kg; Inhalation-Rat LC50 • 2.65 mg/L 4 Hour(s); Skin-Rabbit LD50 • >2000 mg/kg; **Irritation:** Eye-Rabbit • Mild irritation; Skin-Rabbit • Essentially non-irritating
Piperonyl butoxide (4%)	51-03-6	**Acute Toxicity:** Ingestion/Oral-Rat • 4300 mg/kg; Inhalation-Rat • >5 mg/L 4 Hour(s); Skin-Rat LD50 • >2000 mg/kg; **Irritation:** Eye-Rabbit • Essentially non-irritating; Skin-Rabbit • Essentially non-irritating

GHS Properties	Classification
Acute toxicity	**OSHA HCS 2012** • Acute Toxicity - Dermal - Classification criteria not met; Acute Toxicity - Inhalation 4; Acute Toxicity - Oral - Classification criteria not met
Skin corrosion/irritation	**OSHA HCS 2012** • Classification criteria not met
Serious eye damage/irritation	**OSHA HCS 2012** • Classification criteria not met
Skin sensitization	**OSHA HCS 2012** • Skin Sensitizer 1
Respiratory sensitization	**OSHA HCS 2012** • Classification criteria not met
Aspiration Hazard	**OSHA HCS 2012** • Aspiration 1
Carcinogenicity	**OSHA HCS 2012** • Classification criteria not met
Germ Cell Mutagenicity	**OSHA HCS 2012** • Classification criteria not met
Toxicity for Reproduction	**OSHA HCS 2012** • Classification criteria not met
STOT-SE	**OSHA HCS 2012** • Specific Target Organ Toxicity Single Exposure 1
STOT-RE	**OSHA HCS 2012** • Classification criteria not met

Route(s) of entry/exposure

- Inhalation, skin, eye, and ingestion.

Potential Health Effects

Inhalation

Acute (Immediate)

- Harmful if inhaled. Permethrin affects nervous system. Symptoms of overexposure to permethrin include diarrhea, salivation, tremors, convulsions, hyperactivity and hypersensitivity.

Chronic (Delayed)

- No data available

Skin

Acute (Immediate)

- May cause an allergic reaction in individuals with a sensitivity to piperonyl butoxide.

Chronic (Delayed)

- No data available

Eye

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available

Ingestion

Acute (Immediate)

-

Harmful if ingested. Permethrin affects nervous system. Symptoms of overexposure to permethrin include diarrhea, salivation, tremors, convulsions, hyperactivity and hypersensitivity. Aspiration hazard - small amounts of liquid aspirated into the lungs during ingestion or from vomiting may cause chemical pneumonitis or pulmonary edema.

Chronic (Delayed)

- No data available

Mutagenic Effects

- Permethrin was not mutagenic in a battery of in vitro and in vivo tests. Piperonyl butoxide was not mutagenic in a battery of tests.

Carcinogenic Effects

- Permethrin caused at high dose levels an increased incidence of tumours in mice in the followingorgan(s): liver, lungs. The mechanism that triggers tumors in rodents is not relevant for the lowexposures encountered under normal use conditions. Permethrin is not classified as carcinogen by NTP, IARC and OSHA. Piperonyl butoxide is not classified as carcinogen by NTP, IARC and OSHA.

Reproductive Effects

- Permethrin does not cause birth defects or adverse effects on reproduction. Piperonyl butoxide did not produce any birth defects or adverse effects on reproductive parameters in tests with rats and rabbits.

Section 12 - Ecological Information

Toxicity

Components		
Permethrin (4%)	52645-53-1	**Aquatic Toxicity-Fish:** 96 Hour(s) LC50 *Blue gill* 0.00079 mg/L [Acute] 96 Hour(s) LC50 *Atlantic silverside* 0.0022 mg/L [Acute] NOEC *Fathead minnow* 0.0003 mg/L [Chronic] NOEC *Sheepshead minnow* 0.00083 mg/L [Chronic] **Aquatic Toxicity-Crustacea:** NOEC *Daphnia magna* 0.000039 mg/L [Chronic] NOEC *Mysid shrimp* 0.000011 mg/L [Chronic] LC50 *Hexagenia bilineuta* 0.0001 mg/L [Acute] 96 Hour(s) LC50 *Mysid shrimp* 0.000019 mg/L [Acute]
Piperonyl butoxide (4%)	51-03-6	**Aquatic Toxicity-Fish:** LC50 *Rainbow Trout* 1.9 mg/L [Acute] LC50 *Sheephead minnow* 3.94 mg/L [Acute] NOEC *Fathead minnow* 0.04 mg/L [Chronic] **Aquatic Toxicity-Crustacea:** LC50 *Gammarus fasciatus (amphipod)* 0.51 mg/L [Acute] LC50 *Mysid shrimp* 0.49 mg/L [Acute] NOEC *Daphnia magna* 0.03 mg/L [Chronic]

Persistence and degradability

- No data available

Bioaccumulative potential

- Permethrin has a Log Pow of 6.1, but because of the ease with which biological systems degrade the molecule, the potential for bioconcentration and accumulation in the environment is low (BCF = 500). Permethrin: Bioconcentration factor (BCF) 300; Does notbioaccumulate.

Mobility in Soil

- Permethrin has a high affinity for organic matter (Koc = 86,000), there is little potential for movement in soil or entry into groundwater. Permethrin: Immobile in soil.

Other adverse effects

Potential Environmental Effects

- This pesticide is extremely toxic to aquatic organisms including fish and invertebrates. Care should be taken to avoid contamination of the aquatic environment. This product is highly toxic to bees.

Section 13 - Disposal Considerations

Waste treatment methods

Product waste

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations. Do not allow entry into storm drains, drainage ditches, gutters or surface waters.

Packaging waste

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations. See product label for disposal instructions.

Section 14 - Transport Information

	UN number	UN proper shipping name	Transport hazard class(es)	Packing group	Environmental hazards
DOT	Not Applicable	Not Regulated	Not Applicable	Not Applicable	Not Applicable
IMO/IMDG	UN3082	Packaging 5 L or greater: Environmentally hazardous substance, liquid, n.o.s (Permethrin and Piperonyl butoxide)	9	III	Marine Pollutant
IATA/ICAO	UN3082	Packaging 5 L or greater: Environmentally hazardous substance, liquid, n.o.s (Permethrin and Piperonyl butoxide)	9	III	Acute Aquatic Toxicity

Special precautions for user • None specified.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code • No data available

Other information

IMO/IMDG • No data available

IATA/ICAO • No data available

Section 15 - Regulatory Information

Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • SARA Title III Section 313, Acute

FIFRA – Pesticide Labeling

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.

CAUTION

Hazard Statements • KEEP OUT OF REACH OF CHILDREN

Precautionary Statements •

Hazards to Humans and Domestic Animals •

HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION Harmful if swallowed. Harmful if absorbed through skin. Avoid contact with skin eyes or clothing. Causes moderate eye irritation.

First Aid •

If swallowed• 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. 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. 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 inhaled • Move person to fresh air • If person is not breathing call 911 or an ambulance then give artificial respiration preferably by mouth to mouth if possible • Call a poison control center or doctor for treatment advice.
Note to Physician: Contains petroleum distillate - vomiting may cause aspiration pneumonia.

Environmental Hazards •

This pesticide is extremely toxic to aquatic organisms, including fish and invertebrates. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. 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.This pesticide is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds while bees are actively visiting the treatment area. 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 contaminate bodies of water when disposing of equipment rinsate or washwaters.

Physical or Chemical Hazards • Do not use, pour, spill or store near heat or open flame.

Inventory		
Component	**CAS**	**TSCA**
Petroleum distillates, hydrotreated (mild) heavy paraffinic	64742-54-7	Yes
Petroleum distillates, hydrotreated (mild) light paraffinic	64742-55-8	Yes
Permethrin	52645-53-1	No
Piperonyl butoxide	51-03-6	Yes

United States

Environment

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

• Petroleum distillates, hydrotreated (mild) heavy paraffinic	64742-54-7	Not Listed
• Permethrin	52645-53-1	1.0 % de minimis concentration
• Piperonyl butoxide	51-03-6	1.0 % de minimis concentration
• Petroleum distillates, hydrotreated (mild) light paraffinic	64742-55-8	Not Listed

Section 16 - Other Information

Revision Summary

Revision Date	MSDS Number	Changes
08/August/2016	•	Section 14 revised.

Revision Date
- 08/August/2016

Last Revision Date
- 15/February/2016

Preparation Date
- 15/February/2016

Disclaimer/Statement of Liability
- 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.

Perm-X™ UL 4-4

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.

CONTROLS: Adult Mosquitoes, Biting and Non-biting Midges, Black Flies and other outdoor flying insects as listed on this label

FOR USE AS A: ULV thermal or non-thermal aerosol using ground or aerial equipment in areas including: residential, recreational areas, parks, campsites, woodlands, athletic fields, golf courses, municipalities, playgrounds, and non-crop waste areas and over listed growing crops and range grasses prior to harvest for the control of adult mosquitoes and biting flies within or adjacent to these areas. Refer to label for additional use sites.

SPECIMEN LABEL

ACTIVE INGREDIENTS:

Permethrin	4%
Piperonyl Butoxide	4%
OTHER INGREDIENTS*:	92%
TOTAL:	100%

*Contains Petroleum Distillates
Contains 0.2783 lb ai permethrin and 0.2783 lb ai piperonyl butoxide per gallon.

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).
See additional Precautionary Statements.

EPA Reg.No. 89459-47
EPA Est. No. 2724-TX-1

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Harmful if swallowed. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Causes moderate eye irritation.

FIRST AID	
If swallowed	• Immediately call a Poison Control Center or physician for treatment advice. • Do not induce vomiting unless told to do so by the Poison Control Center or physician. • Do not give any liquid to the person. • Do not give anything by mouth to an unconscious or convulsing 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 physician for treatment advice. *(continued)*
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.
If inhaled	• 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 physician for treatment advice.
HOT LINE NUMBER: Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may contact 1-800-248-7763 for emergency medical treatment information. You may also contact 1-800-248-7763 for information including health concerns, medical emergencies or pesticide incidents. *(continued)*	

NOTE TO PHYSICIAN: Contains Petroleum Distillates - vomiting may cause aspiration pneumonia.

For Chemical Spill, Leak, Fire or Exposure, Call: CHEMTREC 1-800-424-9300
For Medical Emergencies Only, Call: 1-800-248-7763

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for category E on an EPA Chemical-resistance selection chart. Mixers, loaders, applicators and other handlers (including during mixing/loading, repair and cleaning of equipment and disposal of pesticide) must wear the following:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves such as barrier laminate, viton, neoprene rubber or nitrile rubber 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.

In addition to the above PPE, mixers and loaders supporting aerial applications to forests must wear at least a NIOSH-approved respirator with:

- A dust/mist filter with MSHA/NIOSH approval number prefix TC-21C, or any R, P, or HE filter.

See Engineering Controls for additional requirements.

USER SAFETY REQUIREMENTS

Follow manufacturer's instructions for cleaning/maintaining PPE. If there are no such instructions for washables, 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.

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.

USER SAFETY RECOMMENDATIONS

- Users should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Users 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.

ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to aquatic organisms, including fish and invertebrates. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. 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.

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 contaminate bodies of water when disposing of equipment rinsate or washwaters.

This pesticide is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds while bees are actively visiting the treatment area.

PHYSICAL OR 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.

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.

Precautions and Use Restrictions

- Apply this product only as specified on this label.
- Apply this product at temperatures greater than 50°F and when wind speed equals or exceeds 1 mph.
- Not for use in metered release systems or animal premise automatic misting systems.
- Not for use in outdoor residential misting systems.
- Do not spray this product on or allow it to drift onto cropland (other than those listed) or potable water supplies.
- In the treatment of corrals, feedlots, animal confinements/houses, swine lots, poultry ranges and zoos, cover any exposed drinking water, drinking fountains and animal feed before application.
- For hand carried and/or lawn mower foggers: Do not fog wet foliage. Do not fog when wind conditions exceed 10 miles per hour. Only use a clean, well maintained and properly calibrated fogger, known to give excellent performance. Fog down wind.
- Do not apply by fixed wing aircraft at a height less than 100 feet, or by helicopter at a height less than 75 feet unless specifically approved by the state or tribe based on public health needs.
- Apply when wind speed is greater than 1 mph.
- Do not make applications during rain.
- Except when applying to storm drains, drainage pipes and pipe chases as instructed on this label, do not apply directly to sewers and drains or to any area like a gutter where drainage to sewers, storm drains, water bodies or aquatic habitat can occur.
- Do not use in dairy barns or facilities.

Do not retreat site more than once in 3 days. Do not exceed 25 applications at 0.007 lbs permethrin per acre per application or 0.007 lbs piperonyl butoxide per acre per application, or 0.18 lbs of permethrin per acre per season or 0.18 lbs piperonyl butoxide per acre per year. 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 disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

Perm-X™ UL 4-4 is recommended for application as an Ultra Low Volume (ULV) thermal or non-thermal aerosol (cold fog) for control of adult mosquitoes and flies in residential, recreational, industrial, urban and other areas where these insect pests are found. Perm-X™ UL 4-4 provides effective control of mosquitoes and flies in areas such as parks, campsites, woodlands, athletic fields, golf courses, residential areas, municipalities, roadsides,

animal quarters, barns, playgrounds, and non- crop waste areas. Treat when mosquitoes or insects are most active and weather conditions are conducive to keeping the fog close to the ground, e.g., cool temperatures and ground wind speeds are not greater than 10 mph. Applications during the cool hours of night or early morning are usually preferable. Repeat treatment when recommended by Public Health officials or Mosquito Abatement Districts.

Perm-X™ UL 4-4 may be applied over specific growing crops and range grasses prior to harvest for the control of adult mosquitoes and biting flies with or adjacent to those areas. Application can only be made where the following crops are present:

Alfalfa	Celery	Horseradish	Soybean, seed
Almond	Cherry	Leaf petioles, subgroup 4B	Spinach
Apple	Corn, forage	Leafy greens, subgroup 4A	Tomato
Artichokes	Corn, grain	Lettuce, head	Vegetable, curcurbit, group 9*
Asparagus	Corn, stover	Mushroom	Watercress
Avocado	Corn, sweet, kernel + cob with husks removed	Onion, bulb	Walnut
Broccoli	Eggplant	Peach	
Brussels sprouts	Fruit, pome, group 11	Pepper, bell	
Cabbage	Garlic	Pistachio	
Cauliflower	Range grasses	Potato	

*40 CFR 180.41 Crop Group 9: Cucurbit Vegetables, includes Crop Subgroup 9A (melon) and Crop Subgroup 9B (squash/cucumber).

Do not allow spray treatment to drift on pastureland, 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.

Spray Droplet Size Determination

Ground-Based Application: Spray equipment must be adjusted so that the volume median diameter is less than 30 microns ($D_{v\,0.5}$ < 30 µm) and that 90% of the spray is contained in droplets smaller than 50 microns ($D_{v\,0.9}$ < 50 µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using laser based equipment 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 Application made at < 200 feet above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ($D_{v\,0.5}$ < 60 µm) and that 90% of the spray is contained in droplets smaller than 100 microns ($D_{v\,0.9}$ < 100 µm). 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.

Aerial Application made at > 200 feet above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 70 microns ($D_{v\,0.5}$ < 70 µm) and that 90% of the spray is contained in droplets smaller than 145 microns ($D_{v\,0.9}$ < 145 µm). 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.

GROUND APPLICATION

ULV NON-THERMAL AEROSOL (COLD FOG): To control adult mosquitoes, flies, and gnats (black flies), apply Perm-X™ UL 4-4 using truck-mounted ground ULV (cold fog) equipment with a swath width of 300 feet in areas such as residential, recreational, industrial areas. Apply when insects are most active and conditions are conducive to keeping the fog close to the ground. Apply the undiluted product at flow rates of 2.728 to 19.092 fluid ounce per minute at a truck 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 flow rate accordingly. An accurate flow control system must be used to ensure proper flow rate. Use the maximum flow rates and application rates on this label to treat heavy vegetation or when target insect populations are high. Do not exceed the highest flow rates specified by the manufacturer. Perm-X™ UL 4-4 may also be applied by diluting with a light mineral oil or another suitable solvent, applied so as not to exceed 0.007 lbs a.i. per acre using a swath width of 300 feet for calculation. Refer to Chart 2 for suggested rates for diluted use. Perm-X™ UL 4-4 may be used to treat outdoor aggregation and harborage sites including storm drains, underground drainage pipes, and pipe chases.

THERMAL AEROSOL APPLICATIONS: For use in thermal fogging equipment such as truck-mounted thermal fog generators or other equipment capable of making thermal fogging applications. Perm-X™ UL 4-4 may be applied either diluted or undiluted. If diluted, use a light mineral oil, or another suitable non-phytotoxic diluent. Do not exceed the maximum rate of 0.007 lbs. a.i. per acre. May be applied with truck-mounted equipment at speeds of 5 mph to 20 mph. Use a swath width of 300 feet for calculation. For use with handheld, backpack or lawn mower thermal fogging equipment, do not exceed the maximum rate of 0.007 lbs a.i. per acre. Use a walking speed of 2 mph (3.2 kph) and a swath width of 300 feet for calculations. May be used to treat aggregation and harborage sites such as abandoned buildings, warehouses, storm drains, underground drainage pipes, pipe chases and other areas where adult mosquitoes find harborage.

BARRIER APPLICATIONS: For use in non-thermal ULV, motorized, portable, backpack, handheld or truck-mounted fogging equipment or mist blower equipment, apply Perm-X™ UL 4-4 with equipment adjusted to deliver ULV particles of 50 to 100 volume median diameter. Perm-X™ UL 4-4 may be applied undiluted or diluted (see Application Rates Charts on this label). If diluted, use a light mineral oil, or another suitable, non-phytotoxic diluent. For truck-mounted applications, use not more than 0.007 lbs permethrin per acre. Use a 300 ft (15.2 m) swath width (see Application Rates Charts on this label) for calculations. For backpack or handheld applications, use not more than 0.007 lbs a.i. per acre. Use a 300 ft swath width and a walking speed of 2 mph (3.2 kph) for calculations. Direct spray onto foliage at the perimeter of areas from which mosquitoes or flies are to be excluded or direct spray into harborage areas where adult mosquitoes or flies may be found. May be used to treat aggregation and harborage sites such as abandoned buildings, residential buildings, warehouses, storm drains, underground drainage pipes and other areas where adult mosquitoes find harborage.

AERIAL APPLICATION

Use aircraft specially equipped and capable of applying Ultra-Low Volumes of

Perm-X™ UL 4-4. Applications can be made diluted or undiluted but cannot exceed the specified rates of 0.007 lbs permethrin per acre and 0.007 lbs piperonyl butoxide per acre, equivalent to 3.1819 fl oz of undiluted Perm-X™ UL 4-4 per acre. Applications should be made at an altitude of 100 to 300 feet. Apply at airspeed sufficient to deliver the appropriate amount of active ingredient per acre. The minimum height (from the ground) for aerial application of this product is 100 feet. Treat when insects are most active and meteorological conditions are conducive to keeping the spray cloud close to the ground. In order to compensate for windy conditions and ensure drift onto the target area, aerial application with aircraft equipped with Global Positioning Systems (GPS) is recommended.

PROHIBITION ON AERIAL USE IN FLORIDA: Not for aerial application in the State of Florida UNLESS specifically authorized by the Bureau of Entomology and Pest Control, Florida Department of Agriculture and Consumer Services.

CHART NO. 1 - FOR USE UNDILUTED

Conditions and Rates To Use Perm-X™ UL 4-4 Undiluted for Mosquito Control

Pounds Per Acre		Application Rates: Fluid Ounces per Minute				Fluid Ounces and Milliliters Per Acre
Permethrin	PBO	5 mph	10 mph	15 mph	20 mph	
0.0070	0.0070	9.546	19.092	28.637	38.183	3.1819 (94.10 ml)
0.0035	0.0035	4.773	9.545	14.318	19.091	1.5909 (47.05 ml)
0.001	0.001	1.363	2.728	4.092	5.455	0.4546 (13.44 ml)

CHART NO. 2 - DILUTE 1 PART WITH 2 PARTS MINERAL OIL

Amounts to Use After Diluting 1 Part Perm-X™ UL 4-4 with 2 Parts Mineral Oil

Pounds of A.I. Per Acre		Application Rates for Fluid Ounces of Diluted Product Per Minute Per MPH				Diluted Fl Oz (ml) to Apply per Acre
Permethrin	PBO	5 mph	10 mph	15 mph	20 mph	
0.0070	0.0070	26.250	52.50	78.75	105.00	8.75 (258.76 ml)
0.0035	0.0035	13.125	26.25	39.38	52.50	4.38 (129.53 ml)
0.0010	0.0010	3.750	7.50	11.25	15.00	1.25 (36.96 ml)

STORAGE & DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

PESTICIDE STORAGE: Store product in its original labeled container in a cool, dry, locked place designated for such insecticides and out of reach of children. In case of spillage, soak up with absorbent material such as sawdust, or fuller's earth, sweep up and place in a labeled container and dispose of as follows.

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 refill or reuse this container. Clean container promptly after emptying. **For Containers 5 gallons or less** – Triple rinse as follows: Empty the remaining contents into

(continued)

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 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. **For Containers greater than 5 gallons** – 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, 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.

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

CONDITIONS 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. It is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather, presence of other materials or other influencing factors in the use of the product, which are beyond the control of Central Garden & Pet Company or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Central Garden & Pet Company and Seller harmless for any claims relating to such factors. Central Garden & Pet Company 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 directions under normal use conditions. 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 Seller or Central Garden & Pet Company, and Buyer and User assume the risk of any such use. To the extent consistent with applicable law, CENTRAL GARDEN & PET COMPANY 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, in no event shall Central Garden & Pet Company or Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. To the extent consistent with applicable law, **THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF CENTRAL GARDEN & PET COMPANY AND SELLER 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 CENTRAL GARDEN & PET COMPANY OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

Central Garden & Pet Company and Seller offer this product, and Buyer and User accept 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 Central Garden & Pet Company.

Central Garden & Pet Company, 1501 East Woodfield Road, 200W, Schaumburg, Illinois 60173

NOTE: This specimen label is for informational purposes only. All uses may not be approved in all states. See product labeling for use directions.

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VEC 15-025

Material Safety Data Sheet

PYRENONE® 25-5 PUBLIC HEALTH INSECTICIDE

MSDS Number: 102000004841
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	102000004841
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.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Average % by Weight
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

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.

	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/m3
		NIOSH	REL	5 mg/m3
		OSHA Z1	PEL	5 mg/m3
		OSHA Z1A	TWA	5 mg/m3
		US CA OEL	TWA PEL	5 mg/m3
		TX ESL	ST ESL	50 ug/m3
		TX ESL	AN ESL	5 ug/m3
		OES BCS*	TWA	5 mg/m3
		TN OEL	TWA	5 mg/m3
Piperonyl butoxide	51-03-6	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

Chemical Stability Stable under normal conditions.

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity studies have not been performed on this formulation. Acute data provided is from a similar formulation containing 3.93 and 32.26% of the active ingredients, pyrethrin and piperonyl butoxide, respectively. The non-acute information pertains to the technical-grade active ingredients.

Acute oral toxicity male/female combined rat: LD50: > 5,000 mg/kg

Acute dermal toxicity male/female combined rabbit: LD50: > 5,000 mg/kg

Acute inhalation toxicity male/female combined rat: LC50: > 4.9 mg/l
Exposure time: 4 h
Determined in the form of liquid aerosol.

male/female combined rat: LC50: > 19.6 mg/l
Exposure time: 1 h
Determined in the form of liquid aerosol.
Extrapolated from the 4 hr LC50.

Skin irritation rabbit: slight irritation

Eye irritation rabbit: slight irritation

Sensitisation guinea pig: Sensitising

Chronic toxicity Pyrethrin caused effects in the liver, lung, thyroid and/or nervous system in chronic studies in mice, rats and dogs.

Piperonyl butoxide caused decreased body weights and/or increased organ weights (liver, kidney, adrenal) in chronic studies in rats and dogs.

Assessment Carcinogenicity

Pyrethrin is classified by EPA as "Suggestive Evidence of Carcinogenicity, but Not Sufficient to Assess Human Carcinogenic Potential" based on the occurrence of benign liver tumors only in female rats. Therefore, an assessment of cancer risk to humans from potential exposure to pyrethrins is not required.

Piperonyl butoxide gave no evidence of a carcinogenic potential in a lifetime feeding study in rats. In an oncogenicity study in mice, piperonyl butoxide caused an increased incidence of liver tumors. The US EPA has categorized piperonyl butoxide as a group C carcinogen, possible human carcinogen, based on limited evidence of cancer in laboratory animals.

ACGIH

Pyrethrins including cinerins	8003-34-7	Group A4

NTP
None.
IARC

Piperonyl butoxide	51-03-6	Overall evaluation: 3

OSHA
None.

Reproductive toxicity

REPRODUCTION:
Pyrethrin was not a reproductive toxicant in a multi-generation rat study.

Piperonyl butoxide was not a reproductive toxicant in a two-generation study in rats.

DEVELOPMENTAL TOXICITY:
Pyrethrin was not a developmental toxicant in rats and rabbits.

Piperonyl butoxide did not cause developmental, embryotoxic or teratogenic effects in developmental toxicity studies in rats and rabbits.

Neurotoxicity

Pyrethrin caused neurobehavioral effects (e.g., tremors) in rats following acute and repeated oral exposure.

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.

Mutagenicity

Pyrethrin was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Piperonyl butoxide does not have significant potential for mutagenicity based on sufficient evidence.

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.

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.

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.

Bayer Environmental Science

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	• 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	• 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	• 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	• 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.

Pyrenone 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. Pyrenone 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. Pyrenone 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. Pyrenone 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 µm) and that 90% of the spray is contained in droplets smaller than 50 microns (Dv 0.9 < 50µm). 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 µm) and that 90% of the spray is contained in droplets smaller than 100 microns (Dv 0.9 < 100 µm). 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

Fort Bend County Pricing Form
Bid 22-052
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2022 through March 31, 2023

	Vendor Name: ↓
Herbicides	**Target Specialty**
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
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

Item #5: Garlon 3A, 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

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

	Vendor Name: ↓
	Target Specialty
Item #7: Glyphosate 41%+14% Surfactant, 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
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	No Bid
minimum order	No Bid
returnable	No Bid

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 guart	**Bid Price**
1 quart container	No Bid
minimum order	No Bid
returnable	No Bid

	Vendor Name: ↓
	Target Specialty
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
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	No Bid
minimum order	No Bid
Brand Bid	No Bid
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, No Subs price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	No Bid
returnable	drop

Item #19: Hardball, 2,4-D Acid, No Subs 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
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	No Bid
minimum order	No Bid
returnable	No Bid

Item #21: Droplex Xtra, No Subs 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	No Bid
30 gallon container	No Bid
minimum order	No Bid
returnable	No Bid

Item #23: Trycera Selective Herbicide, No Subs 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
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

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

Item #28: Method 240SL, price per gallon	**Bid Price**
2.5 gallon container	$322.56 Per Gallon
minimum order	2.5 Gal Container
20 gallon container	No Bid
minimum order	No Bid
Brand Bid	Method 240 SL

Item #29: Derigo (by Bayer Environmental Science), price per ounce	**Bid Price**
60 ounce container	$8.33 Per Oz
minimum order	60 ouce container
Brand Bid	Derigo

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

Item #31: EcoMIGHT price per gallon	**Bid Price**
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

Insecticides	Vendor Name: ↓ Target Specialty
Item #32: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	$500.00
minimum order	1 case
Item #33: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	$787.60
minimum order	1 case
Item #34: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	No Bid
minimum order	No Bid
Item #35: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	**Bid Price**
2.5 gallon container	$24.50 per gallon
minimum order	2.5 gallon jug
returnable	No
Brand Bid	Perm X 4-4
5 gallon container	$24.50 per gallon
minimum order	5 gallons
returnable	No
Brand Bid	No Bid
15 gallon container	No Bid
minimum order	No Bid
returnable	No Bid
Brand Bid	Perm X 4-4
30 gallon container	$20.65 per gallon
minimum order	30 gallons
returnable	No
Brand Bid	Perm-X 4-4
55 gallon container	$20.65 per Gallon
minimum order	55 gallons
returnable	No
Brand Bid	Perm X 4-4
250 gallon container	$20.89 per gallon
minimum order	NO Bid
returnable	No
Brand Bid	Perm X 4-4
275 gallon container	$18.65 per gallon
minimum order	275 gallons
returnable	No
Brand Bid	Perm X 4-4

	Vendor Name: ↓
	Target Specialty
Item #36: 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

Item #37: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	**Bid Price (Pyronyl 525)**
returnable	No Bid
2.5 gallon container	No Bid
minimum order	No Bid
returnable	No Bid
5 gallon container	$206.84 per gallon
minimum order	5 gallon
returnable	no
30 gallon container	$203.10 per gallon
minimum order	30 gallon
returnable	no
55 gallon container	$194.02 per gallon
minimum order	55 gallon
returnable	no

	Vendor Name: ↓
	Target Specialty
Item #38 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

Item #39: Mosquito Master 4-12, price per gallon	**Bid Price**
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

Item #40: 1% Solution, Drift Control Agent, 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

	Vendor Name: ↓
	Target Specialty Products
Item #41: 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 #42: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	No Bid
returnable	No Bid

Item #43: Natular DT Tablet Residential, 600/case, price per case	**Bid Price**
600 tablet case	No Bid
minimum order	No Bid

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
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. #	36-4485550	DUNS # 18-005-5774	
Type of Business	✓ Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization		Age in Business? 21
Publicly Traded Business	___ No ✓ Yes Ticker Symbol _____		
Remittance Address	24110 Network Place		
City/State/Zip	Chicago, IL 60673		
Physical Address	SiteOne Landscape Supply - Bids Dept. / Local Branch: 10410 Mula Rd.		
City/State/Zip	1385 East 36th Street Cleveland, Ohio 44114 / Stafford, TX 77477		
Phone/Fax Number	Phone: 216-706-9250 ext. 2 Fax: 248-581-1433		
Contact Person	Keith McGinty		
E-mail	bids@SiteOne.com		

Check all that apply to the company listed above and provide certification number.			Cert Date	Exp Date
	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 ✓	

NAICs codes (Please enter all that apply)	
Signature of Authorized Representative	Keith McGinty
Printed Name	Keith McGinty
Title	Director
Date	02-11-2022

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid

Term Contract for Weed, Brush and Insect Control Chemicals
BID 22-052

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, February15, 2022
2:00 PM (Central)

LABEL ENVELOPE:

BID 22-052
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
Assistant County Purchasing Agent
cheryl.krejci@fortbendcountytx.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: 01/15/22
Issued: 01/30/22

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.

1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: KM

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytx.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, February 8, 2022 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.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: KM

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.

1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: KM

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 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

Initials of Bidder: KM

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 provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

Initials of Bidder: JCM

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 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

Initials of Bidder: KM

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 three (3) 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 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

Initials of Bidder: KM

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.

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

Initials of Bidder: KM

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 equity.

Initials of Bidder: KM

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 trace 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 though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: KM

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 all vendors meeting or exceeding specifications to provide Weed, Brush and Insect Control Chemicals as stated herein.

4.0 TERM OF CONTRACT:

The term of this contract is **April 1, 2022 through March 31, 2023** renewable annually for four (4) years (through 30 March 2027) 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: KM

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: B22-052.

5.2.3 Description is the title of the solicitation: Weed, Brush & Insect Chemicals.

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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, 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.

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the

Initials of Bidder: KM

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 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.

11.0 MATERIAL SPECIFICATIONS & BID PRICING:

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Fort Bend County website and return with their bid response to Purchasing as stated in Section 1.4. Bid prices for items must meet the specifications as stated herein and include FOB Fort Bend County.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein 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 Storm Water Management Program

Initials of Bidder: ICM

Contract Sheet
Bid 22-052

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 22 day of March, 20 22, 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 **Weed, Brush, and Insect Control Chemicals.** 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 22nd day of March 20 22.

Fort Bend County, Texas

By: KP George
County Judge KP George
County Judge, KP George

By: _____
Signature of Contractor

By: Keith McGinty, Director
Printed Name and Title

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.
SiteOne Landscape Supply, LLC

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:
☐ 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) ▶ 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) _____
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

Requester's name and address (optional)

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

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
36 - 4485556

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** ▶ [signature] | **Date** ▶ 02-11-2022

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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*
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.): 36-4485550

Company Name submitting Bid/Proposal: SiteOne Landscape Supply SiteOne Landscape Supply

Mailing Address: 1385 East 36th Street Cleveland, Ohio 44114

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.)

Fort Bend County Tax Acct. No.*	Property address or location**
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
[Company Name]
§2252.001.

I certify that SiteOne Landscape Supply is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is Roswell, GA.
[City and State]

Created 05/12

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

02-11-2022

Date

Keith McGinty

Printed Name

Director

Title

AquaSweep®

For the control of unwanted trees and brush, as well as annual and perennial broadleaf weeds on rangeland, pastures, fencerows, non-irrigation ditchbanks, roadsides, other non-crop areas, rights-of-way, ornamental turf, golf courses and sod farms.
For the control of emergent, floating and submerged aquatic weeds in the following aquatic sites: ponds, lakes, reservoirs, marshes, bayous, non-irrigation canals and ditches, seasonal irrigation canals and ditches which have little or no continuous outflow and impounded rivers and streams that are quiescent or slow moving.

ACTIVE INGREDIENTS:	
2,4-Dichlorophenoxyacetic Acid, Dimethylamine salt*	34.2%
Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid** as the triethylamine salt	15.2%
OTHER INGREDIENTS:	50.6%
TOTAL:	100.0%

Isomer Specific Method, Equivalent to:

*2,4-Dichlorophenoxyacetic Acid	28.4%, 2.78 lbs./gal.
**Triclopyr acid	10.9%, 1.07 lbs./gal.

Notice: Read the entire label. Use only according to label directions.
Before buying or using this product, read "Warranty" elsewhere on this label.

KEEP OUT OF REACH OF CHILDREN

DANGER / PELIGRO

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 AND ADDITIONAL PRECAUTIONARY STATEMENTS

EPA Reg. No 228-316

For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300

For Medical Emergencies Only, Call (877) 325-1840

Manufactured for
Nufarm Americas Inc.
11901 S. Austin Avenue
Alsip, IL 60803

Nufarm

SPECIMEN

82625_cover_art.qxp 12/13/19 9:49 AM Page 1

LESCO® MANSION™
TURF HERBICIDE

A Water Dispersible Granule

SELECTIVELY CONTROLS ANNUAL AND PERENNIAL WEEDY GRASSES AND BROADLEAF WEEDS, INCLUDING ROSETTE AND VINING TYPE DICOTS. ALSO CONTROLS BAHIAGRASS IN BERMUDAGRASS AREAS.

Recommended for use by Turfgrass Managers.

ACTIVE INGREDIENT:	
Metsulfuron methyl: Methyl 2-[[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate	60.0%
OTHER INGREDIENTS:	40.0%
TOTAL:	100.0%

KEEP OUT OF REACH OF CHILDREN

CAUTION

SEE INSIDE BOOKLET FOR FIRST AID AND ADDITIONAL PRECAUTIONARY STATEMENTS
For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300
For Medical Emergencies Only, Call (877) 325-1840

™

EPA Reg. No. 228-373
EPA Est. No. 228-IL-004

Product of China

Manufactured for: Nufarm Americas Inc.
11901 S. Austin Avenue, Alsip, IL 60803

#10780880

Net Weight: 8 oz.

file: 82625_cover_art
folder: 82625_Nufarm_15466000
color: black, reflex blue
☐ dp proofed _____

created by: 3-1-19 bm
alt: 12-13-19 jw
size: 7.25"(w) x 3.5"(h)

LESCO®

90/10

Nonionic Surfactant

Helps Pesticides Spread and Penetrate the Target

- Use with Pesticides*
- Creates a Uniform Distribution of Spray Mix
- Increases Pesticide Coverage and Penetration of Target Plants

* In Horticulture, Nursery, Turf and Pest Control Applications

2019.1942

PRINCIPAL FUNCTIONING AGENTS:	
Glycerin, Diethylene Glycol and Alkyl Polyglucoside	90%
Constituents Ineffective as Spray Adjuvants	10%
TOTAL	100%

00758073013617

CAUTION. 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.

CA Reg. No. 10404-50003-AA

Net Contents: 1 gal. (3.8 L)

#400503

SPECIMEN

Nufarm

Imazapic 2SL

Herbicide

For use on non-crop, conservation reserve program (crp) land, paved surfaces, and pasture and rangeland

ACTIVE INGREDIENT:

Ammonium salt of imazapic (±)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 *H* imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid*	23.3%
OTHER INGREDIENTS:	76.7%
TOTAL:	100.0%

*Equivalent to 21.9%(±)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 *H*-imidazol-2-yl]5-methyl-3-pyridinecarboxylic acid

1 Gallon contains 2.0 Pounds of Active Ingredient as the Free Acid

KEEP OUT OF REACH OF CHILDREN

CAUTION / PRECAUCIÓN

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 FIRST AID and additional PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300.
For Medical Emergencies Only, Call (877) 325-1840.

EPA REG. NO. 71368-99

Manufactured for
Nufarm Inc.
150 Harvester Drive
Burr Ridge, IL 60527

Nufarm



Ideal for post emergent weed applications

MOTION™

MODIFIED VEGETABLE OIL CONCENTRATE

PRINCIPAL FUNCTIONING AGENTS

Modified vegetable oil, alkyl phenol ethoxylate 100%

TOTAL..... 100%

CA Reg. No. 52467-50022-AA / WA Reg. No. 52467-12004

KEEP OUT OF REACH OF CHILDREN

WARNING

PRECAUTIONARY STATEMENT

Causes skin irritation and 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, spray. Wash 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.

Environmental Hazards: Keep out of lakes, ponds, or streams. Do not contaminate water by cleaning of equipment or disposal of waste.

FIRST AID

Call a poison control center or doctor immediately for treatment advice.

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, after the first 5 minutes, then continue cautiously rinsing eye. Have the product container with you when calling a poison control center or doctor, or going for treatment. If eye irritation persists: get medical advice or attention.

IF ON SKIN OR CLOTHING: Take off contaminated clothing and wash it before reuse. Wash skin with plenty of soap and water for several minutes. Call a poison center, doctor, chemical manufacturer, importer, or distributor to specify the appropriate source of emergency medical advice. If skin irritation occurs: Get medical advice or attention.

IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell. 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: 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

MOTION™ is a combination of highly-refined, modified vegetable oil and selected emulsifiers. It is designed to be used with herbicides that suggest or require the use of MSO on the label. Because of its oily nature, **MOTION™** dissolves into the waxy cuticle, carrying the active ingredient with it. This allows the active ingredient to reach the inside layer of the plant more readily, where it is carried to the rest of the plant to do its job more reliably.

- Modified vegetable oil is derived from natural vegetable fats
  - Better performance than petroleum oils, unmodified soybean oils or nonionic surfactants
- Oily spray applications delay evaporation
  - Remains on target weeds longer for improved uptake

Ideal For:

- Use with pesticides in horticulture, nursery, turf and pest control applications
- Ensuring pesticide sprays penetrate the target plant's surfaces
- Any pesticide tank mix that calls for methylated seed oil or MSO

DIRECTIONS FOR USE

NOT FOR AQUATIC USE

If the pest control product calls for or allows the use of an MSO, follow the instructions on the pest control product label. Care should be used on sensitive species as the product could increase sensitivity to light.

If the applicator does not have experience with a specific tank mixture and/or the combination of products being used is not recommended by the pest control label, a compatibility (jar) test and a phytotoxicity test should be run before using the product.

MIXING INSTRUCTIONS

Always follow instructions on the pesticide label.

If instructions are not provided, follow these general instructions: Fill spray tank 2/3 or 3/4 full of water. Add dry flowables (DF) and wettable powders (WP) disperse thoroughly. Continue the addition of other active ingredients, then adjuvants including **MOTION™**.

Note: Tank mixtures including **MOTION™** should be utilized within 36 hours for best results.

USE RATES

Low volume sprays, less than ½ gallon per 1000 square feet: If the label allows the use of an MSO but does not recommend a rate, add 1 ounce per 1000 square feet of **MOTION™** to the spray tank. Extra product may be needed on weeds with heavier wax cuticles, or under dry or dusty conditions or for more mature weeds.

High volume sprays, ½ gallon or more per 1000 square feet: Use of this product at rates less than in the chart below will cause a lack of control due to inadequate amounts of MSO. Providing an effective amount of **MOTION™** is essential in achieving the goal of pest control. Use the lowest effective dose from the chart below if the total volume sprayed is 20 gallons or more per acre.

Pesticide	Type % v/v
Herbicides	0.5 -1 %
Defoliants	0.5 -1 %
Desiccants	0.5 -1 %
Insecticides	0.0625 - 0.125%
Fungicides	0.0625 - 0.125%
Miticides	0.0625 - 0.125%
Sprayer Type	
Backpack, Small Tanks, etc.	1/2 oz / gal of finished

All uses must not exceed 5% v/v of total spray solution

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.acrecycle.org.

NOT FOR SALE IN MISSISSIPPI

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.

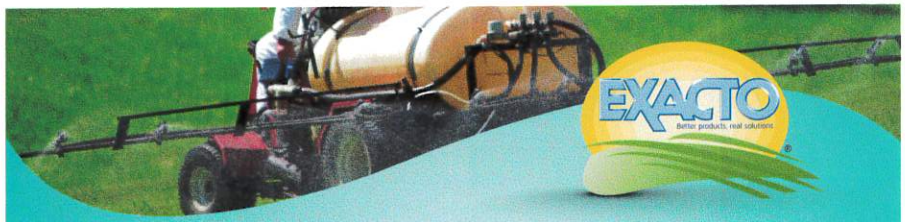
12 oz.

10 oz.

8 oz.

6 oz.

4 oz.



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.acrecycle.org.

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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.

Fort Bend County Pricing Form
Bid 22-052
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2022 through March 31, 2023

Herbicides	**Vendor Name: ↓** SiteOne Landscape Supply
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon #1042022S Aquasweep Aquatic 2.5gal	**Bid Price**
2.5 gallon container	$ 94.62
minimum order	2 X2.5 gal.
returnable	No
30 gallon container	No Bid
minimum order	
returnable	
270 gallon container	No Bid
minimum order	
returnable	

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	**Bid Price**
2.5 gallon container	$ 109.51
minimum order	2 X 2.5 gal.
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
15 gallon container	No Bid
minimum order	
returnable	
30 gallon container	NoBid
minimum order	
returnable	
250 gallon container	No Bid
minimum order	
returnable	

Item #3: Dupont Oust Extra, price per pound	**Bid Price**
4 pound container	3 pound container 96.80 / lb.
minimum order	8.00
12 pound container	No Bid
minimum order	
25 pound container	No Bid
minimum order	

Vendor Name: ↓ SiteOne Landscape Supply

Item #4: Escort, price per Ounce #1078088O Lesco Mansion 8oz.	Bid Price
1 oz. container	No Bid
minimum order	
8 oz. container	$ 7.26
minimum order	1.00
16 oz. container	No Bid
minimum order	
64 oz. container	No Bid
minimum order	

Item #5: Garlon 3A, price per gallon	Bid Price
2.5 gallon container	$ 106.50
minimum order	2 X 2.5 gal.
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	No Bid
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: ↓ SiteOne Landscape Supply
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	$ 53.81
minimum order	2 X 2.5 gal
returnable	No
Brand Bid #. 86758415	Ranger Pro
5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	$ 52.11
minimum order	1.00
returnable	No
Brand Bid	Ranger Pro
275 gallon container	No bid
minimum order	
returnable	
Brand Bid	
265 gallon container	$ 48.26
minimum order	1.00
returnable	No
Brand Bid	Ranger Pro

Item #8: MSMA 6 Plus 47.60% Active, price per gallon	**Bid Price**
2.5 gallon container	$ 52.87
minimum order	2 X 2.5 gal.
returnable	No

Item #9: Milestone VM, price per gallon	**Bid Price**
2.5 gallon container	$ 552.13
minimum order	2 X 2.5 gal
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 guart	**Bid Price**
1 quart container	No Bid
minimum order	
returnable	

	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	$ 67.82
minimum order	2 X 2.5 gal
returnable	No
30 gallon container	$ 64.66
minimum order	one
returnable	No

Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon # 400503 Lesco 90/10 nonionic surfactant 1 gal	**Bid Price**
1 gallon container	$ 21.63
minimum order	one
returnable	No
2.5 gallon container	$ 20.82
minimum order	one
returnable	No
30 gallon container	$ 20.57
minimum order	one
returnable	No
Brand Bid	Lesco 90/10

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: ↓ SiteOne Landscape Supply
Item #16: Tordon 22K, price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	
5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	No Bid
minimum order	
returnable	
250 gallon container	No Bid
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	No Bid
minimum order	
Brand Bid	
10 pound container	No Bid
minimum order	
Brand Bid	

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

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

	Vendor Name: ↓ SiteOne Landscape Supply
Item #20: Plateau, #1068105 Imazapic 2SL 1gal price per gallon	**Bid Price**
1 gallon container	$ 199.11 ~~119.46~~ KH
minimum order	4 X 1 gal.
returnable	No

Item #21: Droplex Xtra, No Subs 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	No Bid
minimum order	
returnable	

Item #23: Trycera Selective Herbicide, No Subs price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	
265 gallon container	No Bid
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: ↓ SiteOne Landscape Supply
Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon # EBA-16002-04 Motion 2.5gal	**Bid Price**
2.5 gallon container	$ 26.21
minimum order	2 X 2.5 gal
returnable	No

Item #27: Roundup Custom price per gallon	**Bid Price**
2.5 gallon container	$ 109.24
minimum order	72 X 2.5 gal
Brand Bid	Roundup
returnable	No

Item #28: Method 240SL, price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
20 gallon container	No Bid
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 #31: EcoMIGHT price per gallon	**Bid Price**
1 gallon container	No Bid
minimum order	
2.5 gallon container	No Bid
minimum order	
55 gallon container	No Bid
minimum order	
Brand Bid	

Insecticides	Vendor Name: ↓ SiteOne Landscape Supply
Item #32: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	$ 960.38
minimum order	one case

Item #33: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	No Bid
minimum order	

Item #34: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	$ 20.50
minimum order	12.00

Item #35: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
15 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
55 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
250 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
275 gallon container	No Bid
minimum order	
returnable	
Brand Bid	

	Vendor Name: ↓ SiteOne Landscape Supply
Item #36: Mosquitomist One ULV, price per gallon	**Bid Price**
30 gallon container	No Bid
minimum order	
returnable	
55 gallon container	No Bid
minimum order	
returnable	
275 gallon container	No Bid
minimum order	
returnable	

Item #37: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	**Bid Price**
returnable	
2.5 gallon container	No Bid
minimum order	
returnable	
5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	No Bid
minimum order	
returnable	
55 gallon container	No Bid
minimum order	
returnable	

	Vendor Name: ↓ SiteOne Landscape Supply
Item #38 Duet by Clarke Mosquito Control, price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
55 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
275 gallon container	No Bid
minimum order	
returnable	
Brand Bid	

Item #39: Mosquito Master 4-12, price per gallon	**Bid Price**
30 gallon container	No Bid
minimum order	
55 gallon container	No Bid
minimum order	
275 gallon container	No Bid
minimum order	

Item #40: 1% Solution, Drift Control Agent, price per gallon # EBA-04046-03 Offside Igal.	**Bid Price**
1 gallon container	$ 32.12
minimum order	one
returnable	No
2.5 gallon container	No Bid
minimum order	
returnable	

	Vendor Name: ↓ SiteOne Landscape Supply
Item #41: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	No Bid
minimum order	
returnable	

Item #42: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	

Item #43: Natular DT Tablet Residential, 600/case, price per case	**Bid Price**
600 tablet case	No Bid
minimum order	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2022-862513

Date Filed:
03/18/2022

Date Acknowledged:
03/22/2022

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.

B22-052
Weed, Brush & Insect Chemicals

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

5 Check only if there is NO Interested Party. [X]

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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2022-849407

Date Filed:
02/10/2022

Date Acknowledged:
03/22/2022

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, Inc.
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.

B22-052
Weed, Brush, & Insect Chemicals

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

5 Check only if there is NO Interested Party. [X]

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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-849602

Date Filed:
02/10/2022

Date Acknowledged:
03/22/2022

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

Helena Agri Enterprises
College Station, 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.

B22-052
Weed, Brush & Insect Chemicals

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-860583

Date Filed:
03/14/2022

Date Acknowledged:
03/22/2022

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

Nutrien Ag Solutions
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.

B22-052
Weed, Brush & Insect Chemicals

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

5 Check only if there is NO Interested Party. [X]

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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-860678

Date Filed:
03/14/2022

Date Acknowledged:
03/22/2022

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

Target Specialty Products
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.

B22-052
Weed, Brush & Insect 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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-860541

Date Filed:
03/14/2022

Date Acknowledged:
03/22/2022

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.

B22-052
Weed, Brush & Insect Chemicals

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

5 Check only if there is NO Interested Party. [X]

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)