Fort Bend County Tabulation
Bid 23-030
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2023 through March 31, 2024

Recommendation: Lowest Bidder per item

Herbicides

Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Adapco LLC. Lake Mary, FL**	**Red River Specialties LLC dba Azelis A&ES Shreveport, LA**	**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**
2.5 gallon container	No Bid	$24.85	No Bid	$28.50	$18.49	$24.50
minimum order		2.5 gal		25 gal		2.5 gal
returnable		No		No		No
30 gallon container	No Bid	$24.00	No Bid	$28.50	$18.49	$25.60
minimum order		1 drum		30 gal		30 gal
returnable		No		No		No
270 gallon container	No Bid	$23.85	No Bid	$27.75	$18.49	$23.20
minimum order		1 tote		265 gal		270 gal
returnable		No		Yes		No

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	**Adapco LLC. Lake Mary, FL**	**Red River Specialties LLC dba Azelis A&ES Shreveport, LA**	**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**
2.5 gallon container	No Bid	No Bid	No Bid	$71.77	$67.00	$84.50
minimum order				5 gal		2.5 gal
returnable				No		No
5 gallon container	No Bid	No Bid	No Bid	No Bid	$67.00	$84.50
minimum order						5 gal
returnable						
15 gallon container	No Bid	No Bid	No Bid	No Bid	$67.00	No Bid
minimum order						
returnable						
30 gallon container	No Bid	No Bid	No Bid	No Bid	$67.00	No Bid
minimum order						
returnable						
250 gallon container	No Bid	No Bid	No Bid	No Bid	$67.00	No Bid
minimum order						
returnable						

Item #3: Dupont Oust Extra, price per pound	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
4 pound container	No Bid	$32.89	No Bid	$36.00	$28.05	$53.00
minimum order		4 lbs		4 lbs		4 lbs
12 pound container	No Bid	$32.89	No Bid	No Bid	$28.05	No Bid
minimum order		12 lb				
25 pound container	No Bid	No Bid	No Bid	No Bid	$28.05	No Bid
minimum order						

Item #4: Escort, price per Ounce	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 oz. container	No Bid	No Bid	No Bid	No Bid	$2.09	No Bid
minimum order						
8 oz. container	No Bid	$2.98	No Bid	$3.75	$2.09	No Bid
minimum order		1 bottle		1 case		
16 oz. container	No Bid	$2.98	No Bid	$3.75	$2.09	$6.10
minimum order		1 bottle		1 case		16 oz
64 oz. container	No Bid	$2.88	No Bid	No Bid	$2.09	No Bid
minimum order		1 bottle				

Item #5: Garlon 3A, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$62.00	No Bid	$62.75	$45.09	$86.50
minimum order		2.5 gal		20 gal		2.5 gal
returnable		No		No		No
5 gallon container	No Bid	No Bid	No Bid	No Bid	$45.09	$86.50
minimum order						5 gal
returnable						No
30 gallon container	No Bid	$62.00	No Bid	$57.25	$45.09	No Bid
minimum order		1 drum		30 gal		
returnable		No		No		

Item #6: Garlon 4 Ultra, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$76.75	No Bid	$80.50	$54.09	$111.50
minimum order		2.5 gal		20 gal		2.5 gal
returnable		No		No		No

Item #7: Glyphosate 41%+14% Surfactant, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$23.45	No Bid	$27.25	$18.24	$33.60
minimum order		2.5 gal		20 gal		2.5 gal
returnable		No		No		No
Brand Bid		Credit 41 Extra		Ranger Pro	Credit 41 Extra	Ranger Pro
5 gallon container	No Bid	No Bid	No Bid	No Bid	$18.24	$33.60
minimum order						5 gal
returnable						No
Brand Bid					Credit 41 Extra	Ranger Pro
30 gallon container	No Bid	$23.20	No Bid	$25.40	$18.24	$30.56
minimum order		1 drum		30 gal		30 gal
returnable		No		No		No
Brand Bid		Credit 41 Extra		Ranger Pro	Credit 41 Extra	Ranger Pro
275 gallon container	No Bid	No Bid	No Bid	$24.45	$18.24	No Bid
minimum order				265 gal		
returnable				Yes		
Brand Bid				Ranger Pro	Credit 41 Extra	
265 gallon container	No Bid	$23.00	No Bid	No Bid	$18.24	$29.39
minimum order		1 tote				265 gal
returnable		No				No
Brand Bid		Credit 41 Extra			Credit 41 Extra	Ranger Pro

Item #8: MSMA 6 Plus 47.60% Active, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$36.98	No Bid	$36.80	$29.00	$34.00
minimum order		2.5 gal		20 gal		5 gal
returnable		No		No		No

Item #9: Milestone VM, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$325.00	No Bid	$325.00	$325.00	$325.00
minimum order		2.5 gal		2.5 gal		2.5 gal
returnable		No		No		No

Item #10: Outrider, price per ounce	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
20 oz. container	No Bid	$14.89	No Bid	$300.00	$15.01	No Bid
minimum order		1 bottle		1 container		

Item #11: Pro-Mate Accuracy 30%, price per quart	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 quart container	No Bid	$13.48	No Bid	$11.00	$23.00	No Bid
minimum order		1 quart		1 case		
returnable		No/ Bidding Elite Secure Ultra		No		

Item #12: Rodeo Herbicide, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	No Bid	No Bid	$33.10	$35.99	$54.86
minimum order				20 gal		2.5 gal
returnable				No		No

Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$32.98	No Bid	$30.20	$31.95	$41.02
minimum order		2.5 gal		20 gal		2.5 gal
returnable		No		No		No
30 gallon container	No Bid	$32.45	No Bid	$27.75	$31.95	$38.02
minimum order		1 drum		30 gal		30 gal
returnable		No		No		No

Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 gallon container	No Bid	No Bid	No Bid	$19.50	$18.99	No Bid
minimum order				1 case		
returnable				No		
2.5 gallon container	No Bid	$34.28	No Bid	$19.50	$18.99	No Bid
minimum order		2.5 gal		1 case		
returnable		No/Bidding Elite Platinum		No		
30 gallon container	No Bid	No Bid	No Bid	No Bid	$18.99	No Bid
minimum order						
returnable						
Brand Bid				Inlet	LI 700	

Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	$11.99	No Bid
minimum order						
returnable						
Brand Bid					MSO	

Item #16: Tordon 22K, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$65.48	No Bid	$75.40	$70.00	No Bid
minimum order		2.5 gal		5 gal		
returnable		No		No		
5 gallon container	No Bid	No Bid	No Bid	No Bid	$70.00	No Bid
minimum order						
returnable						
30 gallon container	No Bid	$65.00	No Bid	$75.40	$70.00	No Bid
minimum order		1 drum		30 gal		
returnable		No		No		
250 gallon container	No Bid	No Bid	No Bid	No Bid	$70.00	No Bid
minimum order						
returnable						

Item #17: Opensight by Dow AgroScience, price per ounce	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
20 oz bottle container	No Bid	No Bid	No Bid	$120.938	$5.940	$6.047
minimum order				1 case		20 oz
Brand Bid				Opensight		Opensight
1.25 pound container	No Bid	$96.75	No Bid	$120.938	$5.940	$6.047
minimum order		1 bottle		1 case		1.25 lbs
Brand Bid		Opensight		Opensight		Opensight
10 pound container	No Bid	$96.75	No Bid	No Bid	$5.940	No Bid
minimum order		1 bottle				
Brand Bid		Opensight			Opensight	

Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	No Bid	No Bid	$23.40	No Bid	No Bid
minimum order				1 case		
returnable				No		

Item #19: Hardball, 2,4-D Acid, No Subs price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	No Bid	No Bid	$39.50	No Bid	No Bid
minimum order				20 gal		
returnable				No		
30 gallon container	No Bid	No Bid	No Bid	$39.50	No Bid	No Bid
minimum order				30 gal		
returnable				No		

Item #20: Plateau, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 gallon container	No Bid	$128.48	No Bid	$123.00	$104.99	No Bid
minimum order		1 gal		1 case		
returnable		No		No		

Item #21: Droplex Xtra, No Subs price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order						
returnable						

Item #22: Vastlan, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$102.00	No Bid	$102.00	$102.00	$102.00
minimum order		2.5 gal				2.5 gal
30 gallon container	No Bid	$102.00	No Bid	$102.00	$102.00	No Bid
minimum order		1 drum		30 gal		
returnable		No		No		No

Item #23: Trycera Selective Herbicide, No Subs price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	No Bid	No Bid	$90.00	No Bid	No Bid
minimum order				1 case		
returnable				No		
265 gallon container	No Bid	No Bid	No Bid	$83.00	No Bid	No Bid
minimum order				265 gal		
returnable				Yes		

Item #24: Dow Frequency, Bareground Herbicide, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 gallon container	No Bid	$625.00	No Bid	No Bid	$650.00	No Bid
minimum order		1 gal				
returnable		No				

Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order						
returnable						

Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$34.68	No Bid	No Bid	$19.09	No Bid
minimum order		2.5 gal				
returnable		No/ Bidding Elite Pinnacle				

Item #27: Roundup Custom price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$28.95	No Bid	$33.10	$36.00	$44.90
minimum order		2.5 gal		20 gal		2.5 gal
Brand Bid		Aquaneat		Roundup Custom		Roundup Custom
returnable		No		No		No

Item #28: Method 240SL, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$343.04	No Bid	$343.04	$343.04	$343.04
minimum order		2.5 gal		1 case		2.5 gal
20 gallon container	No Bid	No Bid	No Bid	No Bid	$343.04	No Bid
minimum order						
Brand Bid					Method 240SL	Method 240 SL

Item #29: Derigo (by Bayer Environmental Science), price per ounce	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
60 ounce container	No Bid	$9.45	No Bid	$9.00	$9.00	$9.45
minimum order		60 oz bottle		1 case		60 oz
Brand Bid		Derigo		Derigo		Derigo

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
16 ounce container	No Bid	$14.68	No Bid	$14.50	$17.44	$22.35
minimum order		16 oz bottle		1 case		8 oz
Brand Bid		Telar XP		Telar XP	Telar XP	Telar XP

Item #31: EcoMIGHT price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 gallon container	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
minimum order						
55 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order						
Brand Bid						

Item #32: 1% Solution, Drift Control Agent, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 gallon container	No Bid	No Bid	No Bid	No Bid	$18.95/qt	No Bid
minimum order						
returnable						
2.5 gallon container	No Bid	$13.48	No Bid	No Bid	$18.95/qt	No Bid
minimum order		2.5 gal				
returnable		No				

Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon A387	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order						
returnable						

Item #34: Liberate by Loveland Products, Inc., price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	$39.95	No Bid	No Bid	$20.00	No Bid
minimum order		2.5 gal				
returnable		No/Bidding RRSI Enhance				

Item #35: Esplanade, No Subs price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 gallon container	No Bid	No Bid	No Bid	$395.54	$1,437.44	No Bid
minimum order				per Quart		
returnable				No		
2.5 gallon container	No Bid	$1,437.44	No Bid	$1,437.44	$1,437.44	$1,437.44
minimum order		2.5 gal		1 case		2.5 gal
returnable		No		No		No

Item #36: TerraVue, No Subs price per ounce	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
20 ounce container	No Bid	$100.00	No Bid	$6.25	$6.25	No Bid
minimum order		1 bottle		1 case		
returnable		No		No		
10 pound container	No Bid	$100.00	No Bid	$6.25	$6.25	$6.405
minimum order		1 bottle		1 case		$4.4 lbs
returnable		No		No		No

Insecticides

Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 case/400	No Bid	No Bid	$520.00	No Bid	No Bid	$520.00
minimum order			1 case			1 case

Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 case/220	No Bid	No Bid	$818.40	No Bid	No Bid	$818.40
minimum order			1 case			1 case

Item #39: Big Foot Dye SS, price per quart	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
1 quart container	No Bid	$12.95	No Bid	No Bid	No Bid	$16.50
minimum order						12 quarts

Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	$40.15	No Bid	$73.40	No Bid	No Bid	$31.00
minimum order	5 gallon pail		2, 2.5 gal jug			2.5 gal
returnable	No		No			No
Brand Bid	PermaSease 4-4		Perm- X UL 4-4			Perm- X UL 4-4
5 gallon container	$40.15	No Bid	No Bid	No Bid	No Bid	$31.00
minimum order	5 gallon pail					5 GAL
returnable	No					No
Brand Bid	PermaSease 4-4					Perm- X UL 4-4
15 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order						
returnable						
Brand Bid						
30 gallon container	No Bid	No Bid	$743.10	No Bid	No Bid	$28.80
minimum order			1, 30 gal drum			30 GAL
returnable			No			No
Brand Bid			Perm- X UL 4-4			Perm- X UL 4-4
55 gallon container	$40.61	No Bid	$1,357.90	No Bid	No Bid	$26.00
minimum order	55 gallon drum					55 gal
returnable	No		No			No
Brand Bid	PermaSease 4-4		Perm- X UL 4-4			Perm- X UL 4-4
250 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order						
returnable						
Brand Bid						
275 gallon container	$36.55	No Bid	$6,506.50	No Bid	No Bid	$26.50
minimum order	275 gallon tote		1, 275 gal tote			275 gal
returnable	No		No			Yes
Brand Bid	PermaSease 4-4		Perm- X UL 4-4			Perm- X UL 4-4

Item #41: Mosquitomist One ULV price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
30 gallon container	No Bid	No Bid	$3,076.50	No Bid	No Bid	No Bid
minimum order			1, 30 gal drum			
returnable			Yes			
55 gallon container	No Bid	No Bid	$5,706.80	No Bid	No Bid	No Bid
minimum order			1 , 55 gal drum			
returnable			Yes			
275 gallon container	No Bid	No Bid	$26,917.00	No Bid	No Bid	No Bid
minimum order			1, 275 gal tote			
returnable			Yes			

Item #42: PyreNone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No bid	No bid	No bid	No bid	No bid	No Bid
minimum order						
returnable						
5 gallon container	$275.00	No bid	No bid	No bid	No bid	$243.00
minimum order	5 gallon pail					5 gal
returnable						No
30 gallon container	No bid	No bid	$10,082.88	No bid	No bid	$240.00
minimum order			1, 30 gal drum			30 gal
returnable			No			No
55 gallon container	$265.00	No bid	$17,874.12	No bid	No bid	$226.00
minimum order	55 gallon drum		1, 55 gal drum			55 gal
returnable			Yes			No

Item #43 Duet by Clarke Mosquito Control, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
2.5 gallon container	No Bid	No Bid	$524.26	No Bid	No Bid	$254.00
minimum order			1, 2.5 gal jug			2.5 gal
returnable			No			No
Brand Bid			Duet			DeltaGard / Imperium
5 gallon container	No Bid	No Bid	No Bid	No Bid	No Bid	$254.00
minimum order						5 gal
returnable						No
Brand Bid						DeltaGard / Imperium
30 gallon container	No Bid	No Bid	$6,143.04	No Bid	No Bid	$249.00
minimum order			1, 30 gal drum			30 gal
returnable			Yes			Yes
Brand Bid			Duet			DeltaGard / Imperium
55 gallon container	No Bid	No Bid	$10,780.44	No Bid	No Bid	No Bid
minimum order			1, 55 gal drum			
returnable			Yes			
Brand Bid			Duet			
275 gallon container	No Bid	No Bid	$53,642.60	No Bid	No Bid	$247.00
minimum order			1, 275 gal tote			250 gal
returnable			Yes			Yes
Brand Bid			Duet			DeltaGard / Imperium

Item #44: Mosquito Master 4-12, price per gallon	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
30 gallon container	No Bid	No Bid	$2,191.68	No Bid	No Bid	No Bid
minimum order			1, 30 gal drum			
55 gallon container	No Bid	No Bid	$4,049.32	No Bid	No Bid	No Bid
minimum order			1, 55 gal drum			
275 gallon container	No Bid	No Bid	$20,596.40	No Bid	No Bid	No Bid
minimum order			1, 275 gal tote			

Item #45: Natular DT Tablet Residential, 600/case, price per case	Adapco LLC. Lake Mary, FL	Red River Specialties LLC dba Azelis A&ES Shreveport, LA	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
600 tablet case	No Bid	No Bid	$361.00	No Bid	No Bid	$646.10
minimum order			1 case			1 case (SumiLarv WSP)

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281-341-8640

Legal Company Name (top line of W9)	Red River Specialties LLC.		
Business Name (if different from legal name)	Azelis A&ES		
Federal ID # or S.S. #	72-1115450	DUNS # 606939148	
Type of Business	x Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization		Age in Business? 34 years
Publicly Traded Business	x No ___ Yes Ticker Symbol _____		
Remittance Address	PO Box 204652		
City/State/Zip	Dallas, TX 75320-4652		
Physical Address	1324 North Hearne Ave. Ste 120		
City/State/Zip	Shreveport, LA 71107		
Phone/Fax Number	Phone: 318-425-5944 Fax: 318-227-3032		
Contact Person	Chad Chambliss		
E-mail	chad.chambliss@rrsi.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)	424600
Signature of Authorized Representative	
Printed Name	Chad Chambliss
Title	Bid Manager
Date	02/16/2023

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 23-030

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, February 21, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-030
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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: 02/01/23
Issued: 02/05/23

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 flash drive. The Excel file on the 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 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: PC

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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 14, 2023 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: CC

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: CC

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: CC

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: AC

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: MC

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: CC

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.

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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: CC

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, 2023 through March 31, 2024** renewable annually for four (4) years (through March 31, 2028) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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5.0 TEXAS ETHICS COMMISSION FORM 1295:

5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5.2 On-line instructions:

5.2.1 Name of governmental entity is to read: Fort Bend County.

5.2.2 Identification number used by the governmental entity is: B23-030.

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 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

13.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

13.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

13.2 Vendor Form

13.3 W9 Form

13.4 Tax Form/Debt/Residence Certification

13.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: CC

Contract Sheet
Bid 23-030

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28 day of March, 2023, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and Red River Specialties LLC (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **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 28th day of March 20 23.

KP George
Fort Bend County, Texas

By: County Judge KP George
County Judge, KP George

By: Chad Chambliss
Signature of Contractor

By: Chad Chambliss / Bid Manager
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.
Red River Specialties LLC.

2 Business name/disregarded entity name, if different from above
72-1115450

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ 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.)
Red River Specialties LLC.

Requester's name and address (optional)

6 City, state, and ZIP code
1324 North Hearne Ave Ste., 120 Shreveport LA, 71107

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
7 2 - 1 1 1 5 4 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 ▶** [signature] **Date ▶** 2/16/23

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.): 72-1115450

Company Name submitting Bid/Proposal: Red River Specialties LLC.

Mailing Address: 1324 North Hearne Ave Ste., 120 Shreveport LA, 71107

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

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

_____

_____

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

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

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

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

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

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

Red River Specialties LLC.

(Company/Contractor)

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

Contractor Signature

02/16/2023

Date

Chad Chambliss

Printed Name

Bid Manager

Title

Fort Bend County Pricing Form
Bid 23-030
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2023 through March 31, 2024

	Vendor Name: ↓
Herbicides	**Red River Specialties LLC.**
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Bid Price**
2.5 gallon container	$ 24.85 gal.
minimum order	2.5 gal.
returnable	No
30 gallon container	$ 24.00 gal.
minimum order	1 drum
returnable	No
270 gallon container	23.85 gal.
minimum order	1 tote
returnable	No

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	
5 gallon container	
minimum order	
returnable	
15 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
250 gallon container	
minimum order	
returnable	

Item #3: Dupont Oust Extra, price per pound	**Bid Price**
4 pound container	$ 32.89 lb.
minimum order	4 lb.
12 pound container	$ 32.89 lb.
minimum order	12 lb.
25 pound container	N/A
minimum order	

	Vendor Name: ↓
	Red River Specialties LLC.
Item #4: Escort, price per ounce	**Bid Price**
1 oz. container	N/A
minimum order	
8 oz. container	$ 2.98 oz
minimum order	1 bottle
16 oz. container	$ 2.98 oz
minimum order	1 bottle
64 oz. container	$ 2.88 oz
minimum order	1 bottle

Item #5: Garlon 3A, price per gallon	**Bid Price**
2.5 gallon container	$ 62.00 gal.
minimum order	2.5 gal.
returnable	No
5 gallon container	N/A
minimum order	
returnable	
30 gallon container	$ 62.00 gal.
minimum order	1 Drum
returnable	No

Item #6: Garlon 4 Ultra, price per gallon	**Bid Price**
Lawson # 8935	
2.5 gallon container	$ 76.75 gal.
minimum order	2.5 gal.
returnable	No

	Vendor Name: ↓
	Red River Specialties LLC.
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	$ 23.45 gal.
minimum order	2.5 gal.
returnable	No
Brand Bid	Credit 41 Extra
5 gallon container	N/A
minimum order	
returnable	
Brand Bid	
30 gallon container	$ 23.20 gal.
minimum order	1 drum
returnable	No
Brand Bid	Credit 41 Extra
275 gallon container	N/A
minimum order	
returnable	
Brand Bid	
265 gallon container	$ 23.00 gal.
minimum order	1 tote
returnable	No
Brand Bid	Credit 41 Extra

Item #8: MSMA 6 Plus 47.60% Active, price per gallon	**Bid Price**
2.5 gallon container	$ 36.98 gal.
minimum order	2.5 gal.
returnable	No

Item #9: Milestone VM, price per gallon	**Bid Price**
2.5 gallon container	$ 325.00 gal.
minimum order	2.5 gal.
returnable	No

Item #10: Outrider, price per ounce	**Bid Price**
20 oz. container	$ 14.89 oz.
minimum order	1 bottle

Item #11: Pro-Mate Accuracy 30%, price per quart	**Bid Price**
1 quart container	$ 13.48 qt.
minimum order	1 quart

returnable	No / Bidding Elite Secure Ultra

	Vendor Name: ↓
	Red River Specialties LLC.
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	$ 32.98 gal.
minimum order	2.5 gal.
returnable	No
30 gallon container	$ 32.45 gal.
minimum order	1 drum
returnable	No

Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon	**Bid Price**
1 gallon container	N/A
minimum order	
returnable	
2.5 gallon container	$ 34.28 gal.
minimum order	2.5 gal.
returnable	No / Bidding Elite Platinum
30 gallon container	N/A
minimum order	
returnable	
Brand Bid	

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

	Vendor Name: ↓ Red River Specialties LLC.
Item #16: Tordon 22K, price per gallon	**Bid Price**
2.5 gallon container	$ 65.48 gal.
minimum order	2.5 gal.
returnable	No
5 gallon container	N/A
minimum order	
returnable	
30 gallon container	$ 65.00 gal.
minimum order	1 drum
returnable	No
250 gallon container	N/A
minimum order	
returnable	

Item #17: Opensight by Dow AgroScience, price per ounce	**Bid Price**
20 oz bottle container	
minimum order	
Brand Bid	
1.25 pound container	$ 96.75 lb.
minimum order	1 bottle
Brand Bid	Opensight
10 pound container	$ 96.75 lb.
minimum order	1 bottle
Brand Bid	Opensight

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	
minimum order	
returnable	

	Vendor Name: ↓
	Red River Specilties LLC.
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	128.48 gal.
minimum order	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	$ 102.00 gal.
30 gallon container	$ 102.00 gal.
minimum order	2.5 gal. / 1 drum
returnable	No

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

Item #24: Dow Frequency, Bareground Herbicide, price per gallon	**Bid Price**
1 gallon container	$ 625.00 gal.
minimum order	1 gal.
returnable	No

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

	Vendor Name: ↓
	Red River Specialties LLC.
Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon	**Bid Price**
2.5 gallon container	$ 34.68 gal.
minimum order	2.5 gal.
returnable	No / Bidding Elite Pinnacle

Item #27: Roundup Custom price per gallon	**Bid Price**
2.5 gallon container	$ 28.95 gal.
minimum order	2.5 gal.
Brand Bid	Aquaneat
returnable	No

Item #28: Method 240SL, price per gallon	**Bid Price**
2.5 gallon container	$ 343.04 gal.
minimum order	2.5 gal.
20 gallon container	N/A
minimum order	
Brand Bid	

Item #29: Derigo (by Bayer Environmental Science), price per ounce	**Bid Price**
60 ounce container	$ 9.45 oz.
minimum order	60 oz. bottle
Brand Bid	Derigo

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	**Bid Price**
16 ounce container	$ 14.68 oz..
minimum order	16 oz. bottle
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	

	Vendor Name: ↓
	Red River Specialties LLC.
Item #32: 1% Solution, Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	N/A
minimum order	
returnable	
2.5 gallon container	$ 13.48 gal.
minimum order	2.5 gal.
returnable	No

Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	No Bid
minimum order	
returnable	

Item #34: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	$ 39.95 gal.
minimum order	2.5 gal.
returnable	No / Biddind RRSI Enhance

Item #35: Esplanade, No Subs price per gallon	**Bid Price**
1 gallon container	N/A
minimum order	
returnable	
2.5 gallon container	$ 1,437.44 gal.
minimum order	2.5 gal.
returnable	No

Item #36: TerraVue, No Subs price per ounce	**Bid Price**
20 ounce container	$ 100.00 lb.
minimum order	1 bottle
returnable	No
10 pound case	$ 100.00 lb.
minimum order	1 bottle
returnable	No

Insecticides	Vendor Name: ↓ Red River Specialties LLC.
Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	No Bid
minimum order	

Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	No Bid
minimum order	

Item #39: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	$ 12.95 qt.
minimum order	

Item #40: 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: ↓
	Red River Specialties LLC.
Item #41: 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 #42: 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: ↓
	Red River Specialties LLC.
Item #43 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 #44: 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 #45: 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)	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	Karen Larson		
Printed Name	Karen Larson		
Title	VP, Product Innovation & Governmant Affairs		
Date	February 13th, 2023		

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 23-030

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, February 21, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-030
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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: 02/01/23
Issued: 02/05/23

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 flash drive. The Excel file on the 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 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. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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 14, 2023 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

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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: KJ

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,

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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: kp

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

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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.

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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: KJO

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, 2023 through March 31, 2024** renewable annually for four (4) years (through March 31, 2028) 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: B23-030.

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: KG

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 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

13.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

13.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

13.2 Vendor Form

13.3 W9 Form

13.4 Tax Form/Debt/Residence Certification

13.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: EJ

Contract Sheet
Bid 23-030

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28 day of March, 20 23, 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.**
(company name)
(hereinafter designated Contractor).

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 28th day of March 20 23.

Fort Bend County, Texas

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

By: Karen Larson
Signature of Contractor

By: Karen Larson VP, Product Innovation & Government Affairs
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 Aitken | **Date ▶** 2023

General Instructio...

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.*

Job No.: _____

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.

Karen Larson

Contractor Signature

2/13/2023

Date

Karen Larson

Printed Name

VP Product Innovation & Government Affairs

Title

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

ALTOSID and ZOECON are registered trademarks of Wellmark International.

300506947

Made in the U.S.A.

©2005-2010 WELLMARK INTERNATIONAL

March, 2010
Schaumburg, IL

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® 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

ZOËCON® Professional Products

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Made in USA

300507286

May, 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

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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

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, CO_2, 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.

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

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

GROUP 3A INSECTICIDE

EVERGREEN®

PYRETHRUM CONCENTRATE

OMRI LISTED

Specimen Label

- **Contains pyrethrins – a botanical insecticide derived from chrysanthemums**
- **Fast acting**
- **Kills more than 140 insects**
- **For indoor and outdoor production**
- **For use in food handling, processing and storage areas**
- **For use in barns, dairies and poultry houses**
- **Kills biting flies**

ACTIVE INGREDIENT:	
Pyrethrins, *a botanical insecticide*	5.00%
OTHER INGREDIENTS	95.00%
	100.00%

KEEP OUT OF REACH OF CHILDREN

CAUTION / PRECAUCIÓN

See inside for first aid and precautionary statements.

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.)

DIRECTIONS FOR USE

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

USE RESTRICTIONS

- Apply this product only as specified on this label.
- Do not contaminate food or feedstuffs.
- Do not use product directly on domestic (companion) animals (dogs, cats, puppies or kittens).
- Not for use in outdoor residential misting systems.
- Do not make applications during rain.
- Do not use in aircraft cabins.
- Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.
- Do not enter or allow others to enter until sprays have dried.
- Do not enter or allow others to enter until vapors, and mists, and/or aerosols have dispersed, and the treated area has been thoroughly ventilated.
- Do not remain in treated area. Exit area immediately and remain outside the treated area until aerosols, vapors, and/or mists have dispersed.
- When used indoors as a crack and crevice, surface, or space spray application, remove or cover exposed food and drinking water before application. Remove or cover dishes, utensils, food processing equipment and food preparation surfaces or wash them before use.
- When used in indoor food handling/processing facilities, do not make space spray applications when the facility is in operation. Prior to space spray applications, cover or remove exposed food. Prior to space spray applications, cover food processing surfaces or clean after treatment and before use.
- When used in dairy barns or facilities: Close milk bulk tank lids to prevent contamination from spray and from dead or falling insects. Remove or cover milking utensils before application. Wash teats of animals before milking.
- Do not apply directly to impervious horizontal surfaces such as sidewalks, driveways, and patios, except as a spot or crack and crevice treatment. During application do not allow pesticide to enter or runoff into storm drains, drainage ditches, gutters or surface waters. All outdoor applications, if permitted elsewhere on the label, must be limited to spot or crack and crevice treatments only, except for the following permitted uses, if allowed elsewhere on this label:

1. Applications to soil or vegetation, as listed on this label, around structures;
2. Applications to lawn, turf, and other vegetation, as listed on this label;
3. Applications to the side of a building, up to a maximum height of 3 feet above grade;
4. Applications to the underside of eaves, soffits, doors, or windows permanently protected from rainfall by a covering, or overhang, awning or other structure;
5. Applications around potential pest entry points into buildings, when limited to a surface band not to exceed one inch in width;
6. Applications to vertical or horizontal surfaces when surrounded by or directly above soil, lawn, turf, mulch, vegetation, or other porous surface, where runoff to surface water is unlikely to occur.

- Do not wet plants to the point of runoff or drip.
- Remove pets, birds and cover fish aquariums before application.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR, Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 12 hours.

PPE required for early entry to treated areas (that is permitted under Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water), is:

- Long-sleeved shirt and long pants;
- Chemical-resistant gloves, such as Barrier Laminate, Nitrile Rubber, Neoprene Rubber, or Viton;
- Shoes plus socks.

For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR, Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Keep unprotected persons out of treated areas until sprays have dried.

Wear protective clothing when using or handling this product to help avoid exposure to eyes and skin. Eye protection, gloves, a long-sleeved shirt and long pants are recommended.

Allow spray to dry before allowing adults, children or pets on treated areas.

For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

PESTICIDE RESISTANCE MANAGEMENT

EVERGREEN® Pyrethrum Concentrate contains a Group 3A insecticide. Insect biotypes with acquired resistance to Group 3A may eventually dominate the insect population if Group 3A insecticides are used repeatedly in the same field or in successive years as the primary method of control for targeted species. This may result in partial or total loss of control of those species by EVERGREEN Pyrethrum Concentrate or other Group 3A insecticides.

To delay insecticide resistance consider:

- Avoiding the consecutive use of EVERGREEN Pyrethrum Concentrate or other Group 3A insecticides that have a similar target site of action, on the same insect species.
- Using tank mixtures or premixes with insecticides from a different target site of action Group as long as the involved products are all registered for the same use and have different sites of action.
- Basing insecticide use on a comprehensive IPM program.
- Monitoring treated insect population for loss of field efficacy.
- Contacting your local extension specialist, certified crop advisors, and/or manufacturer for insecticide resistance management and/or IPM recommendations for the specific site and resistance pest problems.

INDOOR AREAS for use in and around:

Aircraft (not aircraft cabins)
Animal Areas and Quarters
Animal Control Centers
Animal Shelters
Apartments
Arcades
Assisted Living Facilities
Attics
Auditoriums
Bakeries
Barns
Bars
Basements
Bathrooms
Beverage Plants
Boats
Bottling Plants
Breweries
Brewery Warehouses
Buildings
Buses
Cabinets
Cabins
Cafeterias
Campers
Canneries
Casinos
Cattle Barns
Cattle Stalls
Churches
Circus Tents
City Missions
Classrooms
Closets
Club Houses
Coffee Shops
Colleges
Commercial Buildings
Communication Centers
Concession Stands
Condominiums
Court Houses
Crawl Spaces
Crematoriums
Dairies
Dairy Stalls and Holding Areas
Day Care Centers
Delicatessens
Department Stores
Diners
Dog Houses
Drugstores
Dumpsters
Dwellings
Egg Processing Plants
Factories
False Ceilings
Food Processing Plants
Food Storage Areas
Freight Containers
Frozen Food Plants
Fruit Packing Sheds
Funeral Parlors
Garages
Garbage Bins
Garbage Cans
Garbage Compactors
Garbage Trucks
Gas Stations
Grain Elevators
Grain Harvesting and Handling Equipment
Grain Mills
Granaries
Grocery Stores
Health Care Facilities
Herb Drying and Processing Facilities
Herb Warehouses
Homes
Horse Stables and Barns
Horse Trailers
Hospices
Hospitals
Hotels
Indoor Eating Establishments
Industrial Installations
Institution Dining Areas
Institutions
Jails
Kennels
Laboratories
Laundromats
Lavatories
Libraries
Liquor Stores
Livestock Barns
Livestock Hauling Equipment
Loafing Sheds
Locker Rooms
Mausoleums
Meat Packing Plants
Mess Halls
Milk Rooms
Milking Parlors
Mills
Mini Storage
Mobile Canteens
Mobile Homes
Morgues
Mortuaries
Motels
Movie Theaters
Museums
Mushroom Processing Areas
Nursing Homes
Office Buildings
Other Public Buildings
Parking Garages
Passenger Railroad Cars
Peanut Warehouses
Pool Halls
Poultry Houses
Poultry Plants
Pounds
Prisons
Public Storages
Rabbit Processing Plants
Railroad Cars
Recreational Vehicles
Research Animal Quarters
Restaurants
Retail Stores
Rice Mills
Schools
Seed Production Facilities
Seed Warehouses
Ship Holds
Ships
Smoke Shops
Spice Plants
Spice Production Facilities
Sports Stadiums
Stables
Storage Bins (areas)
Storage or Processing Areas that contain Dried Fruit Products
Stores
Supermarkets
Swine Houses
Taverns
Textile Mills and Warehouses
Theaters
Tobacco Factories
Tobacco Warehouses
Tool Sheds
Trains
Transportation Equipment
Truck Trailers
Trucks
Tunnels
Universities
USDA Inspected Facilities
Utilities
Utility Rooms
Vending Machines
Veterinary Hospitals
Wall and Equipment Voids
Warehouses
Washrooms
Wheat Mills
Wholesale Stores
Wine Cellars
Wineries
Zoos

OUTDOOR AREAS for use in and around:

Alleys
Amphitheaters
Amusement Parks
Athletic Fields (baseball, football, soccer)
Back Yards
Balconies
Baseball Fields
Bleachers
Bridges
Campgrounds
Car Washes
Circuses
Construction Sites
Corrals
Courtyards
Curbs
Drive-In Restaurants
Drive-In Theaters
Dumpsters
Exterior of Homes and Other Buildings
Fair Grounds
Feedlots
Front Yards
Game Fields
Garbage Dumps
Gardens
Gazebos
Golf Courses
Grandstands
Greenhouses
Junkyards
Kennels
Levees
Livestock Pastures
Manure Piles
Nurseries
Outdoor Eating Establishments
Outdoor Growing Crops
Parking Lots
Parks
Patios
Playgrounds
Racetracks
Ranges
Recreation Areas
Rest Areas
Roadsides
Rooftops
Sanitary Sewers (manholes)
School Yards
Side Yards
Sidewalks
Stadiums
Tennis Courts
Trees, Shrubs, Flowers and Foliage Plants
Truck Stops
Underpasses
Urban Areas
Utility Rooms Outdoors
Weigh Stations
Wild Animal Parks
Wood Piles
Zoos and Other Similar Areas

FOR USE ON:

Beefalo
Birds
Buffalo
Calves
Cattle – beef and milking
Chickens
Donkeys
Ducks
Elk
Emus
Exotics
Geese
Goats
Hogs
Horses
Lambs
Livestock
Llamas
Mules
Ostrich
Oxen
Pheasants
Ponies
Poultry
Pullets
Quail
Ratites
Roosters
Sheep
Swine
Turkeys

TO KILL THE FOLLOWING INSECTS:

Angoumois Grain Moths
Ants (excluding fire and Pharaoh ants)
Aphids
Apple Maggots
Armored Scales
Armyworms
Artichoke Plume Moths
Asparagus Beetles
Bagworms
Bean Beetles
Beet Armyworms
Beetles
Bermudagrass Mirids
Billbugs
Blister Beetles
Blow Flies
Boll Weevils
Boxelder Bugs
Branch and Twig Borers
Brown Dog Ticks
Cabbage Loopers
Cabbage Maggots
Cadelles
Cankerworms
Carrot Weevils
Caterpillars
Chalcids
Cheese Skippers
Cherry Fruit Flies
Cigarette Beetles
Clover Mites
Clover Weevils
Cockroaches
Codling Moths
Colorado Potato Beetles
Confused Flour Beetles
Corn Earworms
Crane Flies
Crickets
Cross-striped Cabbageworms
Cucumber Beetles
12-spotted Cucumber Beetles
Dark Mealworms
Darkling Beetles (lesser mealworms)
Diamondback Larvae and Moths
Driedfruit Beetles
Drugstore Beetles
Earwigs
Eastern Tent Caterpillars
Elm Leaf Beetles
Eriophyid Mites
European Pine Tip Moths
Fireworms
Flea Beetles
Fleas
Forest Tent Caterpillars
Fruit Flies
Fruittree Leafrollers
Fruitworms
Fungus Gnats
Garden Symphylan
Glassy-winged Sharpshooters
Gnats
Grain Mites
Grape Leafhoppers
Grape Mealybugs
Grapeleaf Skeletonizers
Grasshoppers
Greenbugs
Green Fruitworms
Green Peach Aphids
Greenhouse Thrips
Gypsy Moths (adults & larvae)
Harlequin Bugs
Heliothis spp.
Horn Flies
Hornworms
House Flies
Imported Cabbageworms
Indian Meal Moths
Japanese Beetles
Katydids
Lace Bugs
Leaffooted Plant Bugs
Leafhoppers
Leafminers
Leafrollers
Leaftiers
Lice
Loopers
Lygus
Maggots
Mealybugs
Mediterranean Flour Moths
Mexican Bean Beetles
Midges
Millipedes
Mites
Mole Crickets
Moths
Mushroom Flies
Navel Orangeworms
Olive Fruit Flies
Onion Maggots
Orange Tortrix
Pacific Flatheaded Borers
Pear Psyllids
Pepper Weevils
Pink Bollworms
Potato Leafhoppers
Potato Tuberworms
Poultry Lice
Proba Bugs
Psyllids
Red Flour Beetles
Rice Weevils
Saltmarsh Caterpillars
Sawtoothed Grain Beetles
Scales
Sharpshooters
Sheep "Tick" or Ked
Shore Flies
Shothole Borers
Silverfish
Skippers
Small Flying Moths
Soft Scales
Southern Chinch Bugs
Sowbugs
Spider Beetles
Spiders (excluding Brown Recluse Spiders)
Springtails
Squash Bugs
Stable Flies
Stink Bugs
Tarnished Plant Bugs
Thrips
Tobacco Moths
Tomato Budworms
Tomato Bugs
Tomato Fruitworms
Tomato Hornworms
Tomato Pinworms
Tomato Russet Mites
Tussock Moths
Vine Mealybugs
Vinegar Flies
Webworms
Weevils
Western Yellowstriped Armyworms
Whiteflies
Yellow Mealworms

IMPORTANT NOTE: It is recommended that the final spray mix be buffered to a pH of 5.5 - 7.0. Outside of this range pyrethrins can degrade and the product will lose effectiveness.

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

Pyrethrins degrade rapidly in sunlight. To ensure the best performance, coverage is key. Use spray equipment that will provide the best coverage and direct contact with as many insects as possible.

TANK MIX: This product may be tank mixed with other insecticides, acaricides, fungicides, adjuvants, and wetting agents. This application should conform to accepted use precautions and directions for both products. Tank mix applications must be made in accordance with the more restrictive of label limitations and precautions. No label application rates may be exceeded. This product cannot be mixed with any product with label prohibitions against such mixing.

Prior to tank mixing, a compatibility test should be conducted using the proper proportions of products and water to ensure the physical compatibility of the mixture.

PHYTOTOXICITY NOTE: Plant safety is an important consideration when using insecticides in a greenhouse. However, it is not possible to evaluate the phytotoxicity of EVERGREEN Pyrethrum Concentrate on numerous plant varieties that may react differently to insecticides in different growth stages or under varying environmental conditions. Before making widespread applications of EVERGREEN Pyrethrum Concentrate or tank mix combinations, treat a limited number of plants and observe for phytotoxicity over a 10-day period.

GROWING CROPS IN GREENHOUSES AND NURSERIES: Apply 4.5 to 18 fl. oz. per acre (2.25 fl. oz. to 9 fl. oz. per ½ acre) by ground equipment in sufficient water for thorough coverage. This product may be applied by air at the rate of 4.5 to 18 fl. oz. per acre (2.25 fl. oz. to 9 fl. oz. per ½ acre) in a minimum of 20 gallons of water. Mix only enough for immediate use. Spraying should begin when insects first appear. Do not wait until plants are heavily infested. Do not apply more than 1 time per day.

ORNAMENTALS: Including: African Violet, Ageratum, Andromeda, Arborvitae, Ash, Aster, Azalea, Beech, Begonia, Birch, Boxwood, Calceolaria, Calendula, Calla, Camellia, Carnation, Ceanothus, Chrysanthemum, Cineraria, Coleum, Cotoneaster, Crab Apple, Cyclamen, Cypress, Daffodil, Dahlia, Delphinium, Dogwood, Elm, Eucalyptus, Euonymus, Fern, Ficus, Fir, Firethorn, Foliage Plants, Forsythia, Fuchsia, Gardenia, Geranium, Gladiolus, Gloxinia, Gypsophila, Hawthorn, Hemlock, Hickory, Holly, Honey Locust, Horse Chestnut, Hyacinth, Hydrangea, Iris, Juniper, Larch, Laurel, Lilac, Lily, Linden, Maidenhair Fern, Marigold, Mimosa, Myrtle, Narcissus, Oak, Palm, Pansy, Pelargonium, Peony, Petunia, Philodendron, Phlox, Pine, Privet, Pyracantha, Rhododendron, Roses, Rubber Plant, Snapdragon, Sweet Pea, Tulip Tree, Tulips, Viburnum, Wandering Jew, Willow, Yew, Zinnia.

USE ON GREENHOUSE FRUIT, VEGETABLE, FLOWER AND FOLIAGE PLANTS: Combine 16 to 32 fl. oz. with 100 gallons (8 to 16 fl. oz. with 50 gallons) of water for applications with conventional sprayers or ¼ to ½ fl. oz. per gallon of water for applications with handheld or backpack sprayers.

FOR USE OUTDOORS ON TREES, SHRUBS, FLOWERS AND FOLIAGE PLANTS: Combine 16 to 32 fl. oz. of EVERGREEN Pyrethrum Concentrate with 100 gallons (8 to 16 fl. oz. of EVERGREEN Pyrethrum Concentrate with 50 gallons) of water for applications with conventional sprayers or 16 to 32 fl. oz. of EVERGREEN Pyrethrum Concentrate with 10 gallons (8 to 16 fl. oz. of EVERGREEN Pyrethrum Concentrate with 5 gallons) of water for applications with low volume mist blowers or ¼ to ½ fl. oz. per gallon water for applications with handheld or backpack sprayers.

FOR USE ON AND AROUND LISTED OUTDOOR AREAS: To kill insects on Turf, Ornamental Plants, Gardens, Landscaping, Foundation Walls and Perimeters, mix ¼ to ½ fl. oz. of EVERGREEN Pyrethrum Concentrate per gallon of water for applications with compressed air sprayers or pump-driven sprayers.

FOR USE IN VEGETABLE AND TRUCK GARDENS: For commercial production of listed crops to kill listed insects, dilute ¼ to ½ fl. oz. of EVERGREEN Pyrethrum Concentrate per gallon of water. Apply diluted solution with all types of agricultural sprayers, including compressed air sprayers or pump-driven sprayers.

USE INDOORS ON TREES, SHRUBS, FLOWERS AND FOLIAGE PLANTS: Combine 16 to 32 fl. oz. of EVERGREEN Pyrethrum Concentrate with 100 gallons (8 to 16 fl. oz. of EVERGREEN Pyrethrum Concentrate with 50 gallons) of water for applications with conventional sprayers or ¼ to ½ fl. oz. of EVERGREEN Pyrethrum Concentrate per gallon of water for applications with handheld or backpack sprayers.

FOR USE ON HARVESTED FRUITS AND VEGETABLES: Apples, Blackberries, Blueberries, Boysenberries, Cherries, Crab Apples, Currants, Dewberries, Figs, Gooseberries, Grapes, Guavas, Loganberries, Mangoes, Muskmelons, Oranges, Peaches, Pears, Peas, Pineapples, Plums, Raspberries, Tomatoes.

DIRECT SPRAY TO FRUITS IN BASKETS, ON TRUCKS OR IN PROCESSING PLANTS: To kill Drosophila spp., Tephritid spp., Fruit Flies, Vinegar Flies and other nuisance pests, dilute this concentrate at the rate of 1 part with 900 parts water (1 pint with 125 gallons of water). Thoroughly mix the emulsion in the spray tank and treat as follows:

1) Apply liberally to fruits and vegetables in baskets, on trucks and in plants. Use sprayers at a high pressure for applying at the rate of five or six pints of diluted spray to a 2-ton load of produce. Direct the spray for maximum coverage of the baskets or hampers. It is important to spray between and beneath the containers.
2) Spray the raw stock stacked in the yard.
3) Dip baskets in the diluted spray, after dumping the produce to kill adhering larvae and pupae.

USE DIRECTIONS FOR INDOOR APPLICATIONS

Remove pets and birds and cover fish aquariums before spraying.

Kills only at time of application. Listed insect pests must be directly contacted to be effective.

Do not apply this product in patient rooms or in any rooms while occupied by the elderly or infirm. Patients should be removed prior to treatment. If application is done as a surface spray, patients may re-enter once the spray has dried. If application is done as a space spray, patient rooms should be thoroughly ventilated for 2 hours following spraying, and before returning patients to treated areas.

Do not apply in institutions (including libraries, schools, sports facilities, etc.) in the immediate area where occupants are present. Do not apply to classrooms while in use. Vacate rooms prior to treatment. If application is done as a surface spray, rooms should be thoroughly ventilated for 2 hours following spraying, and before re-entering treated areas.

FOOD AREA USE: Avoid contamination of food or feedstuffs. Do not apply directly to food. In the home all food processing surfaces, dishes and utensils should be covered during treatment or thoroughly washed before use.

SURFACE SPRAY:

FOR USE AS A SURFACE SPRAY IN LISTED INDOOR AREAS: To kill accessible, exposed stages of listed crawling insects, dilute 1 - 3 fl. oz. of concentrate with one gallon of water, mix well and apply as a coarse wetting spray at the rate of 1 gallon of spray mixture per 750 sq. ft. of surface. To ensure maximum kill of listed crawling insects, spray thoroughly into all cracks, moldings, crevices, walls, floors and surfaces of bins, storage and handling areas. Particular attention should be paid to areas where moisture collects, such as drains, sinks, and water pipes and around the base of heavy machinery and equipment, contacting as many insects as possible. To kill ants (excluding fire and Pharaoh ants), spray directly into nests, along trails, and directly on all ants observed.

Dilution Table for Surface Spray

Fluid ounces of concentrate per gallon of solution	Pounds of pyrethrum per gallon of solution	Percent pyrethrins in solution
1	0.0032	0.039%
2	0.0064	0.078%
3	0.0096	0.118%
4	0.0128	0.159%
5	0.0160	0.200%
6	0.0192	0.242%
7	0.0224	0.284%
8	0.0256	0.328%
12	0.038	0.508%
16	0.051	0.702%
22	0.070	1.020%

FOR USE IN MEAT AND POULTRY PROCESSING FACILITIES:
To kill accessible, exposed stages of listed crawling insects, dilute 9 fl. oz. with one gallon of water and apply at the rate of 1 gallon to 750 sq. ft., paying special attention to force the spray into all cracks and crevices.

SPACE SPRAY IN FOOD AND NON-FOOD AREAS OF LISTED INDOOR AREAS: For use in mechanical fogging or spraying equipment to kill accessible stages of listed FLYING AND CRAWLING INSECTS. Close room and shut off all air conditioners or ventilating equipment. Dilute at the rate of 1 part concentrate into 1 - 8 parts water (see table below) and mix well. Apply at the rate of 1 fl. oz. of diluted solution per 1,000 cu. ft. of space, filling the room with mist. Direct the space treatment upward and whenever practical, keep doors and windows closed for at least 30 minutes after application. Vacate treated area and thoroughly ventilate before re-entry.

This concentrate may also be diluted with oil. If the product is used in a certified organic facility, check with certification regulations regarding allowed oils. Any oil should also meet Federal Food Additive Regulation requirements as defined by CFR Title 21. Conduct a small jar compatibility test by mixing a small amount of oil and concentrate and observe the physical compatibility of the mixture. Dilute at the rate of 1 part of concentrate with up to 8 parts oil. Apply at the rate of 1 fl. oz. of diluted solution per 1,000 cu. ft. of space.

When this product is applied as a space spray in food processing or food handling establishment applications should be confined to time periods when the plant is not in operation.

Dilution Table for ULV Foggers

Dilution ratio		Ratio of concentrate to solution by volume	Ratio of water to solution by volume	Pounds of pyrethrum per 1,000 cu. ft. when applied at 1 fl. oz. per 1,000 cu. ft.	Percent pyrethrins in solution
Concentrate	Water				
Undiluted		1.00	0.00	0.0032	5.00%
1	1	0.50	0.50	0.0016	2.47%
1	2	0.33	0.67	0.0011	1.65%
1	3	0.25	0.75	0.00101	1.23%
1	4	0.20	0.80	0.00064	0.99%
1	8	0.11	0.89	0.00035	0.547%

FOR USE ON SWEET POTATOES IN STORAGE: To kill Fruit Flies and Vinegar Flies, dilute this concentrate at 1 part to 14 parts water (9 fl. oz. with one gallon of water). Apply as a space fog with a mechanical fogger capable of producing particles of aerosol size at the rate of 1 gallon diluted spray per 100,000 cu. ft. of space. Apply only when flying insects are present. Several applications may be necessary during periods of heavy infestation, but do not make more than 10 applications.

FOR USE ON STORED PRODUCTS: The product can be used to kill accessible stages of listed insects on the following stored commodities: Almond Nutmeat and Shells, Barley, Beans, Birdseed, Buckwheat, Cocoa Beans, Corn, Cottonseed, Dried Apricots, Dried Fruit, Dried Prunes, Figs, Flax, Grain Nuts, Oats, Peanut, Pistachio, Raisins, Rice, Rye, Sorghum, Tobacco, Wheat, and Walnut Nutmeat and Shells held in storage.

DRIED FRUIT PRODUCTS IN STORAGE OR BEING PROCESSED: To kill the following stored product pests: Driedfruit Beetles and Sawtoothed Grain Beetles. Remove and destroy infested products. Dilute concentrate at the rate of 1 part concentrate to 8 parts water and mix well. Disperse the solution as a fine mist in the air above the trays and shelves. Do not apply to fruit directly. If the solution is applied as a space spray, use one ounce diluted spray per 1,000 cu. ft. of space. Immediately following application, leave the room closed off for 1 hour. Thoroughly ventilate the treated area before re-entry. Do not apply more than 1 time per day. Sweep up and destroy fallen insects.

ON ALMONDS, PEANUTS, PISTACHIOS AND WALNUTS IN BULK OR IN BAGS: To kill the following stored product insects: Almond Moths, Angoumois Grain Moths, Ants (excluding fire and Pharaoh ants), Cadelles, Cigarette Beetles, Confused Flour Beetles, Drugstore Beetles, Flat Grain Beetles, Granary Weevils, Indian Meal Moths, Lesser Grain Borers, Maize Weevils, Mediterranean Flour Moths, Merchant Grain Beetles, Red Flour Beetles, Rice Weevils, Rusty Grain Beetles, Sawtoothed Grain Beetles and Squarenecked Grain Beetles, dilute 2 fl. oz. of EVERGREEN Pyrethrum Concentrate per gallon of water and apply as a coarse wet spray over the top of stored nuts or the outside surface of stacked bagged nuts at the rate of 4 gallons per 1,000 sq. ft. Apply at weekly intervals for about 6 weeks and then at 15-day intervals. The first two applications should be applied at the rate of 4 gallons per 1,000 sq. ft., and subsequent treatments should be applied at the rate of 2 gallons per 1,000 sq. ft.

TREATMENT OF STORED GRAIN AND SEED AREAS: For best results to kill stored product pests in grain and seed storage areas and stored grain and seed, treat the area when it is empty of product, as a protectant applied as commodity is put into storage, and as a surface spray once it is in storage.

FOR USE IN STORAGE SITES: This concentrate can be used to treat grain and seed in warehouse bins and trucks, cargo ships, mills, bin hoppers, elevators and conveying equipment as a cleanup prior to using them for storage. In mills and elevators, all grain-infested accumulations should be removed from the bin hoppers. All storage areas and conveying equipment should be thoroughly cleaned by sweeping out the waste grain, cobwebs and other debris from the walls and rafters as well as on the floor and door frames with special attention to material lodged in the cracks and crevices. All debris should be removed and burned to kill eggs and insects that might be present.

For farms, particular attention should be given to cleaning up around the used feed and grain bags, grain residues from wagons, harvesting equipment and feed troughs. Newly harvested grain should not be placed in the same bin with carry-over grain, and all carry-over grain stocks that are not treated with grain protectant should be fumigated. These cleaning operations should be done within two or three weeks before harvest.

After above sanitation measures have been employed, spray all areas prior to use for storage with 1 part to 22 parts water (6 fl. oz. with one gallon of water) up to 1 part to 8 parts (1 pint with one gallon of water). Apply at the rate of one gallon per 750 sq. ft. on walls, floors, ceilings and partition boards of bins, paying particular attention to forcing the spray into all cracks and crevices.

FOR USE AS A GRAIN PROTECTANT: This concentrate when diluted with water and sprayed directly on grains will effectively protect the grain against grain storage insects for a full season or approximately 8 months. Dilute at the rate of 1 part to 22 parts water (6 fl. oz. with one gallon of water). Thoroughly mix the emulsion and apply at the rate of 5 gallons per 1,000 bushels of grain as it is carried along a belt or as it enters the auger or elevator. This concentrate may be used in combination with a registered fumigant for use on heavily infested stored products.

Monthly inspections should be made. If the top 2 or 3 inches are infested, re-treat applying at the rate of 2 gallons of diluted material per 1,000 bushels of stored product.

SURFACE TREATMENT OF STORED GRAIN AND SEED: To kill Indian Meal Moths, Angoumois Grain Moths and Mediterranean Flour Moths, monthly inspections should be made after the grain is placed in storage. If the top two or three inches are infested, dilute 1 part EVERGREEN Pyrethrum Concentrate with 14 parts of water and apply at the rate of 2 gallons per 1,000 sq. ft. of grain. Rake the mixture into the grain to a depth of 4 inches.

FOR USE ON LISTED ANIMALS:

1) To kill Horn Flies, House Flies and Gnats, dilute at the rate of 1.5 to 3 fl. oz. per gallon of water and apply to wet hair thoroughly, paying particular attention to topline, underline, flanks, withers and other infested areas. Repeat treatment at intervals of 5 to 12 days for small insect populations or as needed when flies are emerging in large numbers.

2) To kill stable flies, dilute at the rate of 2.5 to 4 fl. oz. per gallon of water and apply at a quart per adult animal to wet hair thoroughly, paying particular attention to legs, flanks, barrel, topline and other body areas commonly attacked by these flies. Repeat treatment each week as needed.

3) To kill face flies, dilute at the rate of 2.5 fl. oz. per gallon of water and apply using spray which produces large wetting droplets. Apply to face of animal in the morning before releasing to pasture. Apply sufficiently to wet the face but not more than 1-1/2 ounces of spray solution per animal. Repeat daily as needed.

4) To kill biting and sucking lice on livestock, dilute at the rate of 1 quart with 60 gallons of water (1.5 fl. oz. with 2 gallons) and spray to thoroughly wet hair of animal, including the head and brush of the tail. Repeat treatment in 10 days to kill newly hatched lice.

5) To kill poultry lice, use a dilution of 2.5 to 4 fl. oz. of concentrate per gallon of water. Spray roosts, walls and nests or cages thoroughly. It is not necessary to remove poultry from the housing unit during treatment. This should be followed by spraying over the birds with a fine mist.

6) To kill mites on poultry and in poultry houses, dilute at the rate of 2.5 to 4 fl. oz. per gallon of water and spray crevices of roost poles, cracks in walls and cracks in nests where the mites hide. This should be followed by spraying over the birds with a fine mist.

7) To kill sheep "Tick" or Ked, dilute at the rate of 1.5 to 3 fl. oz. per 4 gallons of water and thoroughly wet all portions of the body by dipping or spraying with sufficient pressure and with a nozzle adjustment to give penetration of the wool. Treat at a rate sufficient to wet the animal.

8) To kill fleas and brown dog ticks on livestock and to obtain protection against reinfestation, dilute at the rate of 9 fl. oz. per gallon of water and wet the animal by dipping or spraying. This product may also be used for livestock/pet quarters. Do not spray pets. For best results against fleas and brown dog ticks on dogs and cats, the kennels and/or animal quarters and bedding should be treated. Remove and destroy pet's old bedding. To reduce infestation, thoroughly spray the animal's bedding and sleeping quarters. Also spray the entire inside surface of dog houses. Put fresh bedding in pet's quarters after spray has dried. Also treat dogs and cats (pets) with a registered flea and tick control product before allowing them to re-enter treated area.

9) To kill adult darkling beetles (lesser mealworms) in poultry houses, dilute 2 – 5 teaspoons of EVERGREEN Pyrethrum Concentrate per gallon of water. Using a power or proportioner-type sprayer, apply a uniform spray until wet at pressures of 80 to 100 pounds per square inch to surfaces such as interior walls, roosting posts, structural support pillars, and other surfaces where adult beetles are observed. One gallon of spray mixture covers 250 – 500 sq. ft. Do not contaminate food/feed or water. For maximum effectiveness, treatments should coincide with each growout or sanitation procedure. Indoor control can be enhanced by making perimeter treatments around the outside of buildings. To prevent immigrating adult beetles, apply a uniform band of spray 2 feet up and 1–4 feet out from the foundation.

FOR USE IN BARNS, DAIRIES, MILKING PARLORS, MILKING ROOMS AND POULTRY HOUSES: To kill the following flying insects: Fruit Flies, Gnats and Small Flying Moths, dilute at the rate of 2.5 fl. oz. per gallon of water. Apply as a fog or fine mist (at approximately 2 fl. oz. per 1,000 cu. ft. of space), directing the nozzle for maximum coverage and above livestock and poultry toward the ceiling and upper corners of the area being treated. For best results, close doors and windows before spraying, and keep them closed for 15 minutes immediately following application. Applicator should exit the treated area immediately, and thoroughly ventilate it before re-entry. Sweep up and destroy fallen insects.

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Harmful if absorbed through skin. Harmful if swallowed. Causes moderate eye irritation. Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using toilet. Avoid contact with skin, eyes or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Wear long-sleeved shirt and long pants, socks, shoes, and chemical-resistant gloves.

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 category selection chart.

Applicators and other handlers must wear: long-sleeved shirt and long pants; chemical-resistant gloves, such as, Barrier Laminate, Nitrile Rubber, Neoprene Rubber, or Viton; shoes plus socks.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water Keep PPE and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS
Users should: 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. 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 aquatic organisms, including fish and invertebrates. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the EPA. Do not contaminate water when disposing of equivalent washwaters.

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.

FIRST AID

IF SWALLOWED:
- Immediately call a poison control center or doctor.
- Have person sip a glass of water if able to swallow.
- Do not induce vomiting unless told to do so by the poison control center or doctor.
- 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 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.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-888-740-8712 for emergency medical treatment information.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE:
Keep this product in its tightly closed original container, when not in use. Store in a cool, dry (preferably locked) area that is inaccessible to children and animals.

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:
Non-refillable container. Do not reuse or refill this container. Triple rinse or pressure rinse container (or equivalent) promptly after emptying.

For containers less than or equal to 5 gallons: 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 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 if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

For containers that are greater than 5 gallons: Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ 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. 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 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 after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

EVERGREEN
PYRETHRUM CONCENTRATE

MGK

EPA Reg. No. 1021-2560
EPA Est. No. 1021-MN-2
Rev. 0317b-0121

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7325 Aspen Lane North, Minneapolis, MN 55428

SAFETY DATA SHEET (GHS)

Date Issued : 3/2/2011
MSDS No : 007469
Date-Revised : 6/24/2014
Revision No : 1

EVERGREEN® Pyrethrum Concentrate

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: EVERGREEN® Pyrethrum Concentrate
PRODUCT DESCRIPTION: A Pyrethrum Insecticide Concentrate for Residential, Commercial, and Agricultural Use.
PRODUCT CODE: 7469, EPA REG. NO. : 1021-2560
ACTIVE INGREDIENT(S): Pyrethrins

MANUFACTURER
McLaughlin Gormley King Company
8810 10th Avenue North
Minneapolis, MN 55427
Emergency Contact: SafetyCall®
Emergency Phone: 1(888) 740-8712
Alternate Emergency Phone: 1(952) 852-9509
Product Stewardship: 1(800) 645-6466
E-Mail: mgk-sds@mgk.com

24 HR. EMERGENCY TELEPHONE NUMBERS
FOR TRANSPORTATION:
CHEMTREC® U.S. and CANADA: 1(800) 424-9300
CHEMTREC® All Other Areas: 1(703) 527-3887

COMMENTS: MGK® Hours of operation are 8:00 am to 4:30 pm CST, 14:00 to 22:30 GMT.

For MEDICAL EMERGENCIES or PESTICIDE INCIDENTS, call 24 hours a day to 1-888-740-8712.

2. HAZARDS IDENTIFICATION

GHS CLASSIFICATIONS

Health:

Skin Sensitization, Category 1B
Acute Toxicity (Inhalation), Category 4
Acute Toxicity (Oral), Category 5

Environmental:

Acute Hazards to the Aquatic Environment, Category 1

GHS LABEL



Exclamation mark (GHS 07)



Environment (GHS 09)

SIGNAL WORD: WARNING

HAZARD STATEMENTS

H317: May cause an allergic skin reaction.
H332: Harmful if inhaled.
H303: May be harmful if swallowed.
H400: Very toxic to aquatic life.

PRECAUTIONARY STATEMENT(S)

SAFETY DATA SHEET (GHS)

Date Issued : 3/2/2011
MSDS No : 007469
Date-Revised : 6/24/2014
Revision No : 1

EVERGREEN® Pyrethrum Concentrate

Prevention:

P202: Do not handle until all safety precautions have been read and understood.
P261: Avoid breathing dust/fume/gas/mist/vapours/spray.
P270: Do no eat, drink, or smoke when using this product.
P273: Avoid release to the environment.
P280: Wear protective gloves/protective clothing/eye protection/face protection.

Response:

P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P303+P361+P353: IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
P301+P312: IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell.
P304+P340: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

Storage:

P403+P233: Store in a well-ventilated place. Keep container tightly closed.

Disposal:

P501: Dispose of contents/container to an approved waste disposal plant.

COMMENTS: This material is considered hazardous by the 2012 OSHA Hazard Communication Standard [29 CFR 1910.1200(a)(1)], and the G.H.S.

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	Wt.%	CAS
Pyrethrins	5	8003-34-7

COMMENTS: Ingredients not identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

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.

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.

INGESTION: If swallowed, IMMEDIATELY call a poison control center or doctor for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or a 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.

NOTES TO PHYSICIAN: For skin effects, a highly efficient therapeutic agent for pyrethrin exposure is topical application of tocopherol acetate (Vitamin E).

5. FIRE FIGHTING MEASURES

FLAMMABLE CLASS: This product is NOT classified as flammable or combustible by OSHA.

EXTINGUISHING MEDIA: Foam, carbon dioxide or dry chemical.

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HAZARDOUS COMBUSTION PRODUCTS: This product is classified as Non-Combustible, however in the extreme temperatures that fires may produce, some of the constituents of this formula may decompose to give off such gases as carbon dioxide, carbon monoxide, and nitrogen oxides.

FIRE FIGHTING PROCEDURES: Treat as an oil fire. Use a full-faced self-contained breathing apparatus along with full protective gear. Keep nearby containers and equipment cool with a water stream.

6. ACCIDENTAL RELEASE MEASURES

SMALL SPILL: Stop release, if possible without risk. Dike or contain release, if possible, and if immediate response can prevent further damage or danger. Isolate and control access to the release area. Take actions to reduce vapors. Absorb with appropriate absorbent such as sand, or vermiculite. Clean spill area of residues and absorbent.

LARGE SPILL: Stop release, if possible without risk. Dike or contain release, if possible, and if immediate response can prevent further damage or danger. Isolate and control access to the release area. Take actions to reduce vapors. Collect product into drums, storage tanks, etc., via drains, pumps, etc. Absorb with appropriate absorbent such as sand or vermiculite. Clean spill area of residues and absorbent.

ENVIRONMENTAL PRECAUTIONS

WATER SPILL: Contains Pyrethrins, which are toxic to fish and other aquatic invertebrates. Contaminated absorbent and wash water should be disposed of according to local, state, and federal regulations.

7. HANDLING AND STORAGE

HANDLING: Mixers, loaders, and other handlers:

Wear a long-sleeved shirt and long pants, shoes and socks.
Wear chemical-resistant gloves such as Barrier Laminate, Neoprene Rubber, Nitrile Rubber, or Viton.

Do not contaminate water, food or feedstuffs by storage, handling, or disposal.

READ AND OBSERVE ALL PRECAUTIONS AND INSTRUCTIONS ON THE PRODUCT LABEL.

STORAGE: Store in a cool, dry (preferably locked) area that is inaccessible to children and animals. Keep this product in its tightly-closed, original container when not in use.

KEEP OUT OF REACH OF CHILDREN

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE GUIDELINES

OSHA HAZARDOUS COMPONENTS (29 CFR1910.1200)					
		EXPOSURE LIMITS			
		OSHA PEL		ACGIH TLV	
Chemical Name		**ppm**	**mg/m³**	**ppm**	**mg/m³**
Pyrethrins	**TWA**		5		5

ENGINEERING CONTROLS: Ventilate treatment area thoroughly before re-entry.

PERSONAL PROTECTIVE EQUIPMENT

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EYES AND FACE: Take prudent precautions to avoid contact with eyes.

SKIN: Wear chemical-resistant gloves such as Barrier Laminate, Neoprene Rubber, Nitrile Rubber, or Viton, and wear protective clothing.

PROTECTIVE CLOTHING: Wear a long-sleeved shirt and long pants, shoes and socks.

WORK HYGIENIC PRACTICES: DO NOT SMOKE, EAT, OR DRINK, OR APPLY COSMETICS IN WORK AREA! Wash promptly if skin becomes contaminated. Wash at the end of each work shift and before eating, smoking, or using the toilet.

OTHER USE PRECAUTIONS: AGRICULTURAL USE REQUIREMENTS:

Use this product only in accordance with its labeling and with the Woker Protection Standard, 40 CFR, Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on the label about personal protective equipment (PPE), and restricted-entry interval. The requirements listed below only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:
Long-sleeved shirt and long pants;
Chemical-resistant gloves, such as Barrier Laminate, Nitrile Rubber, Neoprene Rubber, or Viton;
Shoes plus socks.

COMMENTS: NON-AGRICULTURAL USE REQUIREMENTS:

The requirements in this section apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR, Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Keep unprotected persons out of treated areas until sprays have dried.

Wear protective clothing when using or handling this product to help avoid exposure to eyes and skin. Eye protection, gloves, a long-sleeved shirt and long-pants are recommended.

Allow spray to dry before allowing adults, children, or pets on treated areas.

For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE: Liquid

ODOR: Sweet surfactant odor.

APPEARANCE: Clear, amber-brown colored liquid.

COLOR: 10.5 on Gardner Scale

pH: 5.9

Notes: @ 5% in water.

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FLASHPOINT AND METHOD: > 93.3°C (200°F) TAG Closed Cup

VAPOR DENSITY: Heavier than air.

FREEZING POINT: Not Available

SOLUBILITY IN WATER: Partially miscible in water.

SPECIFIC GRAVITY: 0.937 (Water = 1) at 20°C (68°F)

VISCOSITY #1: 34.8 CPS at 24°C (75.2°F) Brookfield

(VOC): 0 %

10. STABILITY AND REACTIVITY

STABLE: Yes

HAZARDOUS POLYMERIZATION: No

CONDITIONS TO AVOID: Not compatible with strong acids or bases. Not compatible with strong oxidizers.

11. TOXICOLOGICAL INFORMATION

ACUTE

DERMAL LD_{50}: > 2000 mg/kg

Notes: Albino rabbit.

ORAL LD_{50}: > 2000 mg/kg

Notes: Albino rat.

INHALATION LC_{50}: > 2.12 mg/L

Notes: Rats exposed for 4 hours to test atmosphere. The Acute Inhalation LC_{50} of this material places it in EPA Toxic Category IV.

EYE EFFECTS: Irritation clearing within 48 hours.

SKIN EFFECTS: Slight irritation at 72 hours. Primary Irritation Index = 1.3.

SENSITIZATION: Positive.

GENERAL COMMENTS: Some or all of the toxicity data reported above was bridged from a substantially similar formula.

COMMENTS: None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA or ACGIH as being carcinogens.

Carcinogenicity/ Oncogenicity - Slightly elevated incidences of benign tumors of the thyroid and liver were seen in rats following lifetime administration of high doses of Pyrethrins. Further detailed scientific studies into the mode of action responsible for these effects show that:
1) Because of biological species differences, the rat thyroid tumors are not relevant to humans.
2) The rat liver tumors occur in animals *only* at doses greatly exceeding human exposure levels and that cause cell proliferation (mitogenesis).
Based on these data, the USEPA has classified Pyrethrins as "Not Likely to be Carcinogenic to Humans," at doses that do not cause a mitogenic response in the liver/ cell proliferation. Thus, Pyrethrins can be considered to be non-carcinogenic at exposure levels relevant to human use of Pyrethrins-containing products.

12. ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION: This product is toxic to aquatic organisms, including fish and invertebrates. Do not

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discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters, unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product into sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the EPA. Do not contaminate water when disposing of equipment 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.

13. DISPOSAL CONSIDERATIONS

DISPOSAL METHOD: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

EMPTY CONTAINER: Non-refillable container. DO NOT reuse or refill this container.
Triple-rinse container (or equivalent) promptly after emptying. Then, offer for recycling if available, or reconditioning if appropriate, or puncture and dispose of container in a sanitary landfill, or by other procedures approved by state and local authorities.

Triple-rinse as follows for containers less than < 5 gallons (< 18.9 L) or less: 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 re-cap. 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.

Triple-rinse as follows for containers greater than > 5 gallons (> 18.9 L): 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 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.

RCRA/EPA WASTE INFORMATION: This product contains the following RCRA/CERCLA Hazardous wastes/substances:

Component, RCRA ID#, CERCLA RQ:

Pyrethrins, N/A, 1 Lb.

14. TRANSPORT INFORMATION

DOT (DEPARTMENT OF TRANSPORTATION)

PROPER SHIPPING NAME: UN3082, Environmentally Hazardous Substance, Liquid, N.O.S., RQ (Pyrethrins)

PRIMARY HAZARD CLASS/DIVISION: 9

PACKING GROUP: III

REPORTABLE QUANTITY (RQ) UNDER CERCLA: 1 Lb. (Pyrethrins/ Pyrethrum)

OTHER SHIPPING INFORMATION: This material is not regulated as a hazardous material by the DOT in quantities less than < 20 Lbs.

Shipping name for quantities more than > 20 Lbs.: UN3082, Environmentally Hazardous Substance, Liquid, N.O.S., RQ (Pyrethrins), Class 9, Packing Group III

AIR (ICAO/IATA)

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SHIPPING NAME: UN3082, Environmentally Hazardous Substance, Liquid, N.O.S., RQ (Pyrethrins)

PRIMARY HAZARD CLASS/DIVISION: 9

PACKING GROUP: III

VESSEL (IMO/IMDG)

SHIPPING NAME: UN3082, Environmentally Hazardous Substance, Liquid, N.O.S.

PRIMARY HAZARD CLASS/DIVISION: 9

PACKING GROUP: III

MARINE POLLUTANT #1: Pyrethrins/ Pyrethrum

15. REGULATORY INFORMATION

UNITED STATES

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT)

FIRE: No **PRESSURE GENERATING:** No **REACTIVITY:** No **ACUTE:** Yes

313 REPORTABLE INGREDIENTS: This product contains no SARA Title III Section 313 chemicals that exceed the reporting limits.

302/304 EMERGENCY PLANNING

EMERGENCY PLAN: There are no SARA Title III Section 302 extremely hazardous substances present in this formulation (40 CFR 355).

See Section 13 of this MSDS for the components that are subject to emergency requirements under CERCLA Section 103(a)(40 CFR 302.4).

TSCA (TOXIC SUBSTANCE CONTROL ACT)

TSCA STATUS: All chemical substances found in this product comply with the Toxic Substances Control Act's inventory reporting requirements.

REGULATIONS

STATE REGULATIONS:
VOLATILE ORGANIC COMPOUNDS (VOC):

This product contains no VOC's (0%).

FIFRA (FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT):

NOTE: 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, and for workplace labels of non-pesticide chemicals. The following is the hazard information as required on the pesticide label:

CAUTION. Causes moderate eye irritation. Harmful if swallowed or absorbed through the skin. Avoid contact with skin, eyes, and clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

Personal Protective Equipment (PPE):

Mixer's, loaders, applicators, and other handlers:

Wear a long-sleeved shirt and long pants, shoes and socks.
Wear chemical-resistant gloves such as Barrier Laminate, Neoprene Rubber, Nitrile Rubber, or Viton.

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MGK®

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16. OTHER INFORMATION

REVISION SUMMARY: This MSDS replaces the 3/2/2011 MSDS. Revised: **Section 1:** PRODUCT CODE. **Section 2:** EMERGENCY OVERVIEW - IMMEDIATE CONCERNS POTENTIAL HEALTH EFFECTS (SKIN, SKIN ABSORPTION, INHALATION, INGESTION). **Section 4:** CHRONIC EFFECTS. **Section 8:** COMMENTS, OTHER USE PRECAUTIONS. **Section 9:** COLOR, (VOC). **Section 11:** ACUTE (INHALATION LC_{50} (rat), INHALATION LC_{50} (rat)), GENERAL COMMENTS. **Section 12:** ECOTOXICOLOGICAL INFORMATION. **Section 13:** EMPTY CONTAINER. **Section 14:** AIR (ICAO/IATA) - UN/NA NUMBER DOT (DEPARTMENT OF TRANSPORTATION) - UN/NA NUMBER VESSEL (IMO/IMDG) (MARINE POLLUTANT #1, PRIMARY HAZARD CLASS/DIVISION, PACKING GROUP). **Section 15:** FIFRA (FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT).

HMIS RATING

HEALTH	2
FLAMMABILITY	1
PHYSICAL HAZARD	1
PERSONAL PROTECTION	

HMIS RATINGS NOTES: We assign HMIS ratings to this product based on the hazards of its ingredients(s). Since the customer is most aware of the applications and conditions of use, he or she must ensure that the proper Personal Protective Equipment is provided, consistent with the information contained in Section's 2, 7, and 8 of this MSDS.

COMMENTS: The data contained herein are based on information currently available to McLaughlin Gormley King Company and, to the best of our knowledge, are accurate and based on sound expert opinion. Our statements herein, however, are not to be taken as a warranty or representation for which McLaughlin Gormley King Company assumes legal responsibility.

MSDS Prepared by T. Azzivitto

clarke

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

SAFETY DATA SHEET

DUET® Dual-Action Adulticide

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

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® Sumithrin is a Registered Trademark of Sumitomo Company Ltd.
® ETOC is a Registered Trademark of Sumitomo Company Ltd.

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: 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

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.	

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

SAMPLE LABEL

SAFETY DATA SHEET

NATULAR™ DT

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.

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End of document

Fort Bend County Pricing Form
Bid 23-030
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2023 through March 31, 2024

	Vendor Name: ↓
Herbicides	**Clarke**
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	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	No Bid
minimum order	
returnable	
5 gallon container	No Bid
minimum order	
returnable	
15 gallon container	No Bid
minimum order	
returnable	
30 gallon container	No Bid
minimum order	
returnable	
250 gallon container	No Bid
minimum order	
returnable	

Item #3: Dupont Oust Extra, price per pound	**Bid Price**
4 pound container	No Bid
minimum order	
12 pound container	No Bid
minimum order	
25 pound container	No Bid
minimum order	

	Vendor Name: ↓
	Clarke
Item #4: Escort, price per ounce	**Bid Price**
1 oz. container	No Bid
minimum order	
8 oz. container	No Bid
minimum order	
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	No Bid
minimum order	
returnable	
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: ↓
	Clarke
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
275 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
265 gallon container	No Bid
minimum order	
returnable	
Brand Bid	

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

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

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

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

	Vendor Name: ↓
	Clarke
Item #12: Rodeo Herbicide, price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	

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

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

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

	Vendor Name: ↓
	Clarke
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: ↓
	Clarke
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	No Bid
minimum order	
returnable	

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

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

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

	Vendor Name: ↓
	Clarke
Item #32: 1% Solution, Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	No Bid
minimum order	
returnable	
2.5 gallon container	No Bid
minimum order	
returnable	

Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	No Bid
minimum order	
returnable	

Item #34: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	

Item #35: Esplanade, No Subs **price per gallon**	**Bid Price**
1 gallon container	No bid
minimum order	
returnable	
2.5 gallon container	No Bid
minimum order	
returnable	

Item #36: TerraVue, No Subs **price per ounce**	**Bid Price**
20 ounce container	No Bid
minimum order	
returnable	
10 pound case	No Bid
minimum order	
returnable	

Insecticides	Vendor Name: ↓ Clarke
Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	$520.00
minimum order	1 case

Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	$818.40
minimum order	1 case

Item #39: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	No Bid
minimum order	

Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	**Bid Price**
2.5 gallon container	$73.40 per 2-1/2 gallon jug
minimum order	2 each 2-1/2 gallon jug
returnable	No
Brand Bid	Perm-X UL 4-4
5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
15 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	$743.10
minimum order	1 each 30 gallon drum
returnable	No
Brand Bid	Perm-X UL 4-4
55 gallon container	
minimum order	1,357.95
returnable	No
Brand Bid	Perm-X UL 4-4
250 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
275 gallon container	$6,506.50
minimum order	1 each 275 gallon tote
returnable	No
Brand Bid	Perm-X UL 4-4

	Vendor Name: ↓
	Clarke
Item #41: Mosquitomist One ULV, price per gallon	**Bid Price**
30 gallon container	$3,076.50
minimum order	1 each 30 gallon drum
returnable	YES
55 gallon container	$5,706.80
minimum order	1 each 55 gallon drum
returnable	YES
275 gallon container	$26,917.00
minimum order	1 each 275 gallon tote
returnable	YES

Item #42: 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	$10,082.88
minimum order	1 each 30 gallon drum
returnable	No
55 gallon container	$17,874.12
minimum order	1 each 55 gallon drum
returnable	YES

	Vendor Name: ↓
	Clarke
Item #43 Duet by Clarke Mosquito Control, price per gallon	**Bid Price**
2.5 gallon container	$524.26
minimum order	1 each 2-1/2 gallon jug
returnable	No
Brand Bid	DUET
5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	$6,143.04
minimum order	1 each 30 gallon drum
returnable	YES
Brand Bid	DUET
55 gallon container	$10,780.44
minimum order	1 each 55 gallon drum
returnable	YES
Brand Bid	DUET
275 gallon container	$53,642.60
minimum order	1 each 275 gallon tote
returnable	YES
Brand Bid	DUET

Item #44: Mosquito Master 4-12, price per gallon	**Bid Price**
30 gallon container	$2,191.68
minimum order	1 each 30 gallon drum
55 gallon container	$4,049.32
minimum order	1 each 55 gallon drum
275 gallon container	$20,596.40
minimum order	1 each 275 gallon tote

All Mosquito Master 412 containers ARE RETURNABLE

Item #45: Natular DT Tablet Residential, 600/case, price per case	**Bid Price**
600 tablet case	$361.00
minimum order	1 case

COUNTY PURCHASING AGENT

Fort Bend County, Texas

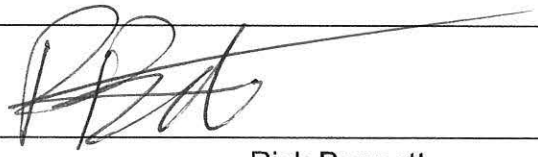
Vendor Information

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?
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.			Cert Date	Exp Date
	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	**Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____	_____ _____ _____ _____	_____ _____ _____ _____

Company's gross annual receipts	<$500,000 _____	$500,000-$4,999,999 _____
	$5,000,000-$16,999,999 ___	$17,000,000-$22,399,999 _____
	>$22,400,000 x_____	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name	Rick Bennett	
Title	Branch Manager	
Date	2/17/23	

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 23-030

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, February 21, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-030
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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: 02/01/23
Issued: 02/05/23

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 flash drive. The Excel file on the 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 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: RB

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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 14, 2023 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

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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

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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

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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,

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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: RB

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: RB

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: RB

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: RB

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: RB

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, 2023 through March 31, 2024** renewable annually for four (4) years (through March 31, 2028) 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: RB

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: B23-030.

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: RB

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 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

13.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

13.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

13.2 Vendor Form

13.3 W9 Form

13.4 Tax Form/Debt/Residence Certification

13.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: RB

Contract Sheet
Bid 23-030

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28 day of March, 20 23, 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 28th day of March 20 23.

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**
(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
71-0293688

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.)
Helena Agri Enterprises

Requester's name and address (optional)

6 City, state, and ZIP code
PO Box 11575 College Station, TX 77842

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
☐☐ - ☐☐☐☐☐☐☐

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)	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.

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.

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.

Job No.: _____

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

2/17/23

Date

Rick Bennett

Printed Name

Branch Manager

Title

Fort Bend County Pricing Form
Bid 23-030
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2023 through March 31, 2024

	Vendor Name: ↓
Herbicides	**Helena Agri Enterprises**
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Bid Price**
2.5 gallon container	$ 28.50
minimum order	25 gallons
returnable	no
30 gallon container	$ 28.50
minimum order	30 gallons
returnable	no
270 gallon container	$ 27.75
minimum order	265 gallons
returnable	yes

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	**Bid Price**
2.5 gallon container	$ 71.77
minimum order	5 gallons
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	$ 36.00
minimum order	4 pounds
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	$ 3.75
minimum order	1 case
16 oz. container	$ 3.75
minimum order	1 case
64 oz. container	
minimum order	

Item #5: Garlon 3A, price per gallon	**Bid Price**
2.5 gallon container	$ 62.75
minimum order	20 gallons
returnable	no
5 gallon container	
minimum order	
returnable	
30 gallon container	$ 57.25
minimum order	30 gallons
returnable	no

Item #6: Garlon 4 Ultra, price per gallon	**Bid Price**
Lawson # 8935	
2.5 gallon container	$ 80.50
minimum order	20 gallons
returnable	no

	Vendor Name: ↓ Helena Agri Enterprises
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	$ 27.25
minimum order	20 gallons
returnable	no
Brand Bid	Ranger Pro
5 gallon container	
minimum order	
returnable	
Brand Bid	
30 gallon container	$ 25.40
minimum order	30 gallons
returnable	no
Brand Bid	Ranger Pro
275 gallon container	$ 24.45
minimum order	265 gallons
returnable	yes
Brand Bid	Ranger Pro
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	$ 36.80
minimum order	20 gallons
returnable	no

Item #9: Milestone VM, price per gallon	**Bid Price**
2.5 gallon container	$ 325.00
minimum order	2.5 gallons
returnable	no

Item #10: Outrider, price per ounce	**Bid Price**
20 oz. container	$300.00
minimum order	1 container

Item #11: Pro-Mate Accuracy 30%, price per quart	**Bid Price**

1 quart container	$ 11.00
minimum order	1 case
returnable	no

	Vendor Name: ↓
	Helena Agri Enterprises
Item #12: Rodeo Herbicide, price per gallon	**Bid Price**
2.5 gallon container	$ 33.10
minimum order	20 gallons
returnable	no

Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon	**Bid Price**
2.5 gallon container	$ 30.20
minimum order	20 gallons
returnable	no
30 gallon container	$ 27.75
minimum order	30 gallons
returnable	no

Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon	**Bid Price**
1 gallon container	$ 19.50
minimum order	1 case
returnable	no
2.5 gallon container	$ 19.50
minimum order	1 case
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	$ 75.40
minimum order	5 gallons
returnable	no
5 gallon container	
minimum order	
returnable	
30 gallon container	$ 75.40
minimum order	30 gallons
returnable	no
250 gallon container	
minimum order	
returnable	

Item #17: Opensight by Dow AgroScience, price per ounce	**Bid Price**
20 oz bottle container	$120.938
minimum order	1 case
Brand Bid	Opensight
1.25 pound container	$120.938
minimum order	1 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	$ 23.40
minimum order	1 case
returnable	no

Item #19: Hardball, 2,4-D Acid, No Subs **price per gallon**	**Bid Price**
2.5 gallon container	$ 39.50
minimum order	20 gallons
returnable	no
30 gallon container	$ 39.50
minimum order	30 gallons
returnable	no

	Vendor Name: ↓
	Helena Agri Enterprises
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	$ 123.00
minimum order	1 case
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	$ 102.00
30 gallon container	$ 102.00
minimum order	30 gallons
returnable	no

Item #23: Trycera Selective Herbicide, No Subs **price per gallon**	**Bid Price**
2.5 gallon container	$ 90.00
minimum order	1 case
returnable	no
265 gallon container	$ 83.00
minimum order	265 gallons
returnable	yes

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: ↓
	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	$ 33.10
minimum order	20 gallons
Brand Bid	Roundup Custom
returnable	no

Item #28: Method 240SL, price per gallon	**Bid Price**
2.5 gallon container	$ 343.04
minimum order	1 case
20 gallon container	
minimum order	
Brand Bid	

Item #29: Derigo (by Bayer Environmental Science), price per ounce	**Bid Price**
60 ounce container	$ 9.00
minimum order	1 case
Brand Bid	Derigo

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	**Bid Price**
16 ounce container	$ 14.50
minimum order	1 case
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	

	Vendor Name: ↓
	Helena Agri Enterprises
Item #32: 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	

Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	No Bid
minimum order	
returnable	

Item #34: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	No Bid
minimum order	
returnable	

Item #35: Esplanade, No Subs price per gallon	**Bid Price**
1 gallon container	$ 395.54
minimum order	per Quart
returnable	no
2.5 gallon container	$ 1,437.44
minimum order	1 case
returnable	no

Item #36: TerraVue, No Subs price per ounce	**Bid Price**
20 ounce container	$ 6.25
minimum order	1 case
returnable	no
10 pound case	$ 6.25
minimum order	1 case
returnable	no

Insecticides	Vendor Name: ↓ Helena Agri Enterprises
Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	No Bid
minimum order	

Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	No Bid
minimum order	

Item #39: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	No Bid
minimum order	

Item #40: 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 #41: 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 #42: 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 #43 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 #44: 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 #45: 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)	Nutiren Ag Solutions, Inc		
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 X 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: 832-328-4734 Fax: 281-590-5043		
Contact Person	Kevin Evans		
E-mail	kevin.evans@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	
Printed Name	Tim Smith
Title	Division Manager
Date	2/13/2023

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 23-030

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, February 21, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-030
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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: 02/01/23
Issued: 02/05/23

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 flash drive. The Excel file on the 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 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

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bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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 14, 2023 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

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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

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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

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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,

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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

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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

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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

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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.

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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: ke

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, 2023 through March 31, 2024** renewable annually for four (4) years (through March 31, 2028) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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5.0 TEXAS ETHICS COMMISSION FORM 1295:

5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5.2 On-line instructions:

5.2.1 Name of governmental entity is to read: Fort Bend County.

5.2.2 Identification number used by the governmental entity is: B23-030.

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: ke

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 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

13.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

13.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

13.2 Vendor Form

13.3 W9 Form

13.4 Tax Form/Debt/Residence Certification

13.5 Contractor Acknowledgement of Storm Water Management Program

Initials of Bidder: ke

Contract Sheet
Bid 23-030

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28 day of March, 2023, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and Nutrien Ag Solutions, Inc. (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **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 28th day of March 20 23.

Fort Bend County, Texas

By: KP George
County Judge KP George

County Judge, KP George

By: _____

Signature of Contractor

By: Tim Smith, Division Manager

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.

Nutrien Ag Solutions, Inc

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

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) 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.

3005 Rocky Mountain Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Loveland, CO 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number

			–			–				

or

Employer identification number

0	4	–	3	7	6	9	1	6	1

Part II Certification

Under penalties of perjury, I certify that:

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 ▶ [signature] Date ▶ 1/1/2022

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) 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.: Bid 23-030

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

Taxpayer Identification Number (T.I.N.): 04-3769161

Company Name submitting Bid/Proposal: Nutiren Ag Solutions, Inc

Mailing Address: 13622 E. Hardy Rd. Houston, TX 77039

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 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:

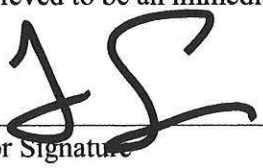
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, 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, Inc.

(Company/Contractor)

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



Contractor Signature

2/13/2023

Date

Tim Smith

Printed Name

Divison Manager

Title

Fort Bend County Pricing Form
Bid 23-030
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2023 through March 31, 2024

Herbicides	Vendor Name: ↓ Nutrien Ag Solutions
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Bid Price**
2.5 gallon container	$18.49
minimum order	
returnable	
30 gallon container	$18.49
minimum order	
returnable	
270 gallon container	$18.49
minimum order	
returnable	

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	**Bid Price**
2.5 gallon container	$67.00
minimum order	
returnable	
5 gallon container	$67.00
minimum order	
returnable	
15 gallon container	$67.00
minimum order	
returnable	
30 gallon container	$67.00
minimum order	
returnable	
250 gallon container	$67.00
minimum order	
returnable	

Item #3: Dupont Oust Extra, price per pound	**Bid Price**
4 pound container	$28.05
minimum order	
12 pound container	$28.05
minimum order	
25 pound container	$28.05
minimum order	

	Vendor Name: ↓
	Nutrien Ag Solutions
Item #4: Escort, price per ounce	**Bid Price**
1 oz. container	$2.09
minimum order	
8 oz. container	$2.09
minimum order	
16 oz. container	$2.09
minimum order	
64 oz. container	$2.09
minimum order	

Item #5: Garlon 3A, price per gallon	**Bid Price**
2.5 gallon container	$45.09
minimum order	
returnable	
5 gallon container	$45.09
minimum order	
returnable	
30 gallon container	$45.09
minimum order	
returnable	

Item #6: Garlon 4 Ultra, price per gallon	**Bid Price**
Lawson # 8935	
2.5 gallon container	$54.09
minimum order	
returnable	

	Vendor Name: ↓
	Nutrien Ag Solutions
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	$18.24
minimum order	
returnable	
Brand Bid	Credit 41 Extra
5 gallon container	$18.24
minimum order	
returnable	
Brand Bid	Credit 41 Extra
30 gallon container	$18.24
minimum order	
returnable	
Brand Bid	Credit 41 Extra
275 gallon container	$18.24
minimum order	
returnable	
Brand Bid	Credit 41 Extra
265 gallon container	$18.24
minimum order	
returnable	
Brand Bid	Credit 41 Extra

Item #8: MSMA 6 Plus 47.60% Active, price per gallon	**Bid Price**
2.5 gallon container	$29.00
minimum order	
returnable	

Item #9: Milestone VM, price per gallon	**Bid Price**
2.5 gallon container	$325.00
minimum order	
returnable	

Item #10: Outrider, price per ounce	**Bid Price**
20 oz. container	$15.01
minimum order	

Item #11: Pro-Mate Accuracy 30%, price per quart	**Bid Price**
1 quart container	$23.00
minimum order	

returnable	

	Vendor Name: ↓
	Nutrien Ag Solutions
Item #12: Rodeo Herbicide, price per gallon	**Bid Price**
2.5 gallon container	$35.99
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	$31.95
minimum order	
returnable	
30 gallon container	$31.95
minimum order	
returnable	

Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon	**Bid Price**
1 gallon container	$18.99
minimum order	
returnable	
2.5 gallon container	$18.99
minimum order	
returnable	
30 gallon container	$18.99
minimum order	
returnable	
Brand Bid	LI 700

Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon	**Bid Price**
2.5 gallon container	$11.99
minimum order	
returnable	
Brand Bid	MSO

	Vendor Name: ↓
	Nutrien Ag Solutions
Item #16: Tordon 22K, price per gallon	**Bid Price**
2.5 gallon container	$70.00
minimum order	
returnable	
5 gallon container	$70.00
minimum order	
returnable	
30 gallon container	$70.00
minimum order	
returnable	
250 gallon container	$70.00
minimum order	
returnable	

Item #17: Opensight by Dow AgroScience, price per ounce	**Bid Price**
20 oz bottle container	$5.940
minimum order	
Brand Bid	
1.25 pound container	$5.940
minimum order	
Brand Bid	
10 pound container	$5.940
minimum order	
Brand Bid	Opensight

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	
minimum order	
returnable	

	Vendor Name: ↓
	Nutrien Ag Solutions
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	$104.99
minimum order	
returnable	

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	$102.00
30 gallon container	$102.00
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	
minimum order	
returnable	

Item #24: Dow Frequency, Bareground Herbicide, price per gallon	**Bid Price**
1 gallon container	$650.00
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	NO BID
minimum order	
returnable	

	Vendor Name: ↓
	Nutrien Ag Solutions
Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon	**Bid Price**
2.5 gallon container	$19.09
minimum order	
returnable	

Item #27: Roundup Custom price per gallon	**Bid Price**
2.5 gallon container	$36.00
minimum order	
Brand Bid	
returnable	

Item #28: Method 240SL, price per gallon	**Bid Price**
2.5 gallon container	$343.04
minimum order	
20 gallon container	$343.04
minimum order	
Brand Bid	Method 240SL

Item #29: Derigo (by Bayer Environmental Science), price per ounce	**Bid Price**
60 ounce container	$9.00
minimum order	
Brand Bid	

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	**Bid Price**
16 ounce container	$17.44
minimum order	
Brand Bid	Telar XP

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	

	Vendor Name: ↓
	Nutrien Ag Solutions
Item #32: 1% Solution, Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	$18.95/qt
minimum order	
returnable	
2.5 gallon container	$18.95/qt
minimum order	
returnable	

Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	NO BID
minimum order	
returnable	

Item #34: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	$20.00
minimum order	
returnable	

Item #35: Esplanade, No Subs **price per gallon**	**Bid Price**
1 gallon container	$1,437.44
minimum order	
returnable	
2.5 gallon container	$1,437.44
minimum order	
returnable	

Item #36: TerraVue, No Subs **price per ounce**	**Bid Price**
20 ounce container	$6.25
minimum order	
returnable	
10 pound case	$6.25
minimum order	
returnable	

Insecticides	Vendor Name: ↓ Nutrien Ag Solutions
Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	NO BID
minimum order	
Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	NO BID
minimum order	
Item #39: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	NO BID
minimum order	
Item #40: 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: ↓
	Nutrien Ag Solutions
Item #41: 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 #42: 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: ↓
	Nutrien Ag Solutions
Item #43 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 #44: 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 #45: 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)	Rentokil North America, Inc. dba Target Specialty Products		
Business Name (if different from legal name)	Target Specialty Products		
Federal ID # or S.S. #	23-1568350	DUNS # 014495014	
Type of Business	✓ Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization		Age in Business? 58 Years
Publicly Traded Business	___ No ✓ Yes Ticker Symbol ROTKL (London)		
Remittance Address	PO Box 14084		
City/State/Zip	Reading PA, 19612-4084		
Physical Address	1225 N. Post Oak Rd.		
City/State/Zip	Houston, TX 77055		
Phone/Fax Number	Phone: 318-254-3330 David or 225-999-8307 Kirsti	Fax: 225-351-8862	
Contact Person	David Herter or Kirsti Rodney		
E-mail	David.Herter@Target-Specialty.com & Kirsti.Rodney@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 ☐ NA	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 ✓		
NAICs codes (Please enter all that apply)	424690, 424910		
Signature of Authorized Representative	Kirsti Rodney		
Printed Name	David Herter	Kirsti Rodney	
Title	Vector Field Specialist / Vector Customer Service Rep		
Date	02/07/2023		

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 23-030

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, February 21, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-030
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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: 02/01/23
Issued: 02/05/23

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 flash drive. The Excel file on the 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 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: KR

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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 14, 2023 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

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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

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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

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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,

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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

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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

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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

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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.

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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

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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, 2023 through March 31, 2024** renewable annually for four (4) years (through March 31, 2028) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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5.0 TEXAS ETHICS COMMISSION FORM 1295:

5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

5.2 On-line instructions:

5.2.1 Name of governmental entity is to read: Fort Bend County.

5.2.2 Identification number used by the governmental entity is: B23-030.

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

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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 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website https://sam.gov/content/home along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

13.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

13.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy

13.2 Vendor Form

13.3 W9 Form

13.4 Tax Form/Debt/Residence Certification

13.5 Contractor Acknowledgement of Storm Water Management Program

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Contract Sheet
Bid 23-030

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28 day of March, 2023, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and Rentokil North America Inc, DBA Target Specialty Products (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **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 28th day of March 20 23.

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

By: Kirsti Rodney
Signature of Contractor

By: Kirsti Rodney Vector Customer Service Rep
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.

Rentokil North America, Inc.

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

Target Specialty Products

3 Check appropriate box for federal tax classification 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.

P.O. Box 14084

Requester's name and address (optional)

6 City, state, and ZIP code

Reading, PA 19612

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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

2	3	–	1	5	6	8	3	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 for Part II, later.

Sign Here Signature of U.S. person ▶ Mark Nisbet Date ▶ 01/01/2023

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.*

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,* later, 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 Pub. 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 24% 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 instructions for Part II 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,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

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,* later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

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.

Note: See *What Name and Number To Give the Requester,* later, 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. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. 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]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. 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:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. 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*, earlier.

***Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* 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 23-030

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

Taxpayer Identification Number (T.I.N.): 23-15668350

Company Name submitting Bid/Proposal: Rentokil North America Inc, DBA Target Specialty Products

Mailing Address: 1225 N. Post Oak Rd, 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].

Created 05/12

Kristi Reed

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.

Kirsti Rodney

Contractor Signature

02/07/2023

Date

Kirsti Rodney

Printed Name

Vector Customer Service Representative

Title

SAFETY DATA SHEET

EMERGENCY CALL: 1-800-424-9300 (CHEMTREC)

1. IDENTIFICATION

PRODUCT NAME: Alligare 2,4-D Amine
DESCRIPTION: A liquid herbicide.
EPA Reg. No.: 81927-38

COMPANY IDENTIFICATION:
Alligare, LLC
13 N. 8th Street
Opelika, AL 36801

2. HAZARD IDENTIFICATION

DANGER

Causes severe eye damage (H318)
Harmful if swallowed or inhaled (H302+H332)
Very toxic to aquatic life (H400)



HAZARD CLASSIFICATION

Health Hazards	Category
Eye damage / irritation	1
Acute toxicity, oral	4
Acute toxicity, inhalation	4

Physical Hazards	Category
None	-

Other Hazards	Category
Hazardous to the aquatic environment, acute	1

HAZARDS NOT REQUIRING CLASSIFICATION

None known.

PRECAUTIONARY STATEMENTS

Wear eye or face protection in accordance with the product label. Avoid breathing mists or spray. Use only outdoors or in a well-ventilated area in accordance with the product label. Wash hands and skin thoroughly after handling. Do not eat, drink or smoke when using this product. (P280+P261+P271+P264+P270)

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor for treatment. (P305+P351+P338+P310)

IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell. Rinse mouth. Refer to Section 4 (FIRST AID) for additional information for physicians. (P301+P312+P330)

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor if you feel unwell. (P304+P340+P312)

Avoid release to the environment in a manner not in accordance with the product label. Collect spillage. (P273+P391)

Dispose of contents / container in accordance with local regulations. Refer to the product label for specific disposal instructions. (P501)

3. COMPOSITION / INFORMATION ON INGREDIENTS

Common Name	Chemical Name	CAS #	Composition
2,4-D Amine	Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid	2008-39-1	47.2%

4. FIRST AID MEASURES

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact CHEMTREC at 1-800-424-9300 for emergency medical treatment information.

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. Immediately call a doctor or poison control center.

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

IF SWALLOWED: Immediately call a poison control center or doctor. Rinse mouth out and have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIREFIGHTING MEASURES

Flash point (PMA-4): N/A

Flammable Limits (LFL-UFL): N/A

Fire and Explosion Hazards: Not a fire or explosion hazard.

Extinguishing Medium: Water spray, foam, dry chemical or carbon dioxide (CO_2).

Fire Fighting Equipment: Firefighters should be equipped with self-contained positive pressure breathing apparatus and full bunker gear.

Fire Fighting Instructions: Evacuate nonessential personnel to prevent exposure to fire, smoke, fumes or products of combustion. Prevent use of contaminated buildings, area and equipment until decontaminated. Dike and collect any runoff to prevent entry to drains or water bodies.

Hazardous Combustion Products: Thermal decomposition may produce toxic gasses such as hydrogen chloride and oxides of carbon and nitrogen.

NFPA Ratings: Health – 3 / Flammability – 1 / Reactivity - 0

6. ACCIDENTAL RELEASE MEASURES

Clean up spills immediately observing the precautions in Section 8 of this SDS. Control spill at the source and prevent material from entering soil, sewers, waterways or low areas. If necessary, dike spill using absorbent or impervious materials such as clay or sand. Recover materials for reuse or disposal by pumping any free liquid into appropriate closed containers, do not flush to drain.

Large spills to soil may require removal of topsoil with the affected area removed and placed into appropriate containers for disposal. Large spills may be reportable to the National Response Center (800-424-8802) and to state and/or local agencies.

7. HANDLING AND STORAGE

Keep out of reach of children. Do not get in eyes or on clothing, avoid contact with skin and avoid inhaling vapor or spray mist. 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.

Always store pesticides in a secured warehouse or storage building. Store at temperatures above 32°F. Open containers in well-ventilated areas. Keep container tightly sealed when not in use. Do not stack cardboard boxes more than two pallets high. Do not store near open containers of fertilizer, seed or other pesticides.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls: Handle only with adequate ventilation. Facilities storing or utilizing this material should be equipped with an eyewash station and a safety shower.

Protective Clothing: Wear long sleeved shirt, long pants, shoes, socks, and chemical resistant gloves and a face shield or goggles. When mixing, loading or cleaning up spills or equipment or otherwise exposed to concentrate, wear a chemical-resistant apron.

General: Wash clothing and other absorbent materials that have been exposed to this product. Follow the manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Clear pale yellow liquid
Odor: Phenolic-amine
pH: 8.9 – 9.1
Density: 9.7 lbs/gal
Solubility: Soluble

10. STABILITY AND REACTIVITY

CONDITIONS TO AVOID: Excessive heat. Do not store near heat or flame.

CHEMICAL STABILITY: Stable under all normal use and storage conditions.

HAZARDOUS DECOMPOSITION PRODUCTS: May release toxic gasses when thermally decomposed.

INCOMPATIBILITY WITH OTHER MATERIALS: Strong oxidizing agents, bases and acids.

POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

ORAL TOXICITY (rat LD_{50}): 1,161 mg/kg

DERMAL TOXICITY (rat LD_{50}): > 5,000 mg/kg

INHALATION TOXICITY (rat LC_{50}): > 3.5 mg/L (4-hour)

EYE IRRITATION: Rabbit – Severely irritating / corrosive

SKIN IRRITATION: Rabbit – Slightly irritating

SKIN SENSITIZATION: Not sensitizing

CARCINOGENICITY:

EPA: Not Listed
ACGIH: Not Listed
IARC: Class 2B (chlorophenoxy herbicides)
NTP: Not Listed
OSHA: Not Listed

MUTAGENIC TOXICITY: No evidence of mutagenic effects during *in vivo* and *in vitro* assays.

REPRODUCTIVE TOXICITY: No evidence in animal studies.

12. ECOLOGICAL INFORMATION

This pesticide may be toxic to fish and aquatic invertebrates and may adversely affect non-target plants.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

The following is for the active ingredient, 2,4-D Amine:

AQUATIC TOXICITY

Bluegill (96-hr LC_{50}): 524 mg/L
Rainbow Trout (96-hr LC_{50}): 250 mg/L
Daphnia (48-hr EC_{50}): 184 mg/L
Duckweed *Lemna minor* (EbC_{50}): 0.58 mg/L

AVIAN TOXICITY

Bobwhite Quail (Oral LD_{50}): 500 mg/kg
Mallard Duck (8-day Dietary LC_{50}): > 5,620 ppm

13. DISPOSAL CONSIDERATIONS

PESTICIDE DISPOSAL: Pesticide wastes are toxic. If container is damaged or if pesticide has leaked, contain all spillage. Absorb and clean up all spilled material with granules or sand. Place in a closed, labeled container for proper disposal. Improper disposal of excess pesticide, spray mixtures, or rinsate is a violation of Federal law and may contaminate ground water. 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.

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Refer to the product label for specific container handling instructions.

14. TRANSPORT INFORMATION

UN Number:	UN3082
Proper Shipping Name:	Environmentally hazardous substance, liquid, N.O.S. (contains 2,4-D acid)
Transport Hazard Class:	9
Packing Group:	III
Hazard Zone:	A
Marine Pollutant:	Yes[†]
Hazardous Substance RQ:	100 lbs. (26.4 gallons / 100L of product)
Labels / Placards:	US-DOT: Class 9 Environmentally Hazardous Substance[‡] IMDG, IATA: Class 9 Environmentally Hazardous Substance
Emergency Guide:	171 (NAERG – North American Emergency Response Guide)
[†]Marine Pollutant Note:	Ground-only shipments of this product are excluded from Marine Pollutant labeling requirements as per 49CFR172.101 Appendix B(4). For any shipments involving all or part of the transport by vessel, the shipment must be classified as a Marine Pollutant unless a limited quantity exemption applies.
[‡]US-DOT Note:	Not regulated for "ground only" shipments in containers ≤ 26.4 gal. / 100L.

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

FIFRA –
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. The following is the hazard information as required on the pesticide label:

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

DANGER: Corrosive. Causes irreversible eye damage. Harmful if swallowed. Harmful if absorbed through skin. Do not get in eyes or on clothing. Avoid contact with skin. Wear protective eyewear (goggles, face shield, safety glasses), long-sleeved shirt and long pants, shoes and socks, chemical resistant gloves (such as those listed in selection A on the EPA chemical-resistance category selection chart).

See inside label booklet for additional Precautionary Statements and Directions for Use including Storage and Disposal instructions.

ENVIRONMENTAL HAZARDS

This pesticide may be toxic to fish and aquatic invertebrates and may adversely affect non-target plants. Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark except as noted on appropriate labels. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not contaminate water when disposing of equipment wash water or rinsate.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination. Application around a cistern or well may result in contamination of drinking water or groundwater.

All pesticides are governed under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The regulatory information presented below is pertinent only when this product is handled outside of the normal use and application as a pesticide. This product is excluded from listing requirements under EPA/TSCA.

SARA Title III – Section 302 Extremely Hazardous Substances
Not listed

SARA Title III – Section 311/312 Hazard Categories
Immediate, Delayed

SARA Title III – Section 312 Threshold Planning Quantity
N/A

SARA Title III – Section 313 Reportable Ingredients
2,4-Dichlorophenoxyacetic Acetic Acid (CAS No. 94-75-7): 47.2%

CERCLA –
2,4-Dichlorophenoxyacetic Acetic Acid (CAS No. 94-75-7): 100 lbs. (26.3 gallons of product)

CALIFORNIA P65 STATUS –
This product does not contain any chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

CANADA –
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all of the information required by CPR.

16. OTHER INFORMATION

THIS INFORMATION IN THIS SDS IS BASED ON DATA AVAILABLE AS OF THE REVISION DATE GIVEN HEREIN, AND BELIEVED TO BE CORRECT. CONTACT ALLIGARE, LLC TO CONFIRM IF YOU HAVE THE MOST CURRENT MSDS. JUDGMENTS AS TO THE SUITABILITY OF THE INFORMATION HEREIN FOR THE INDIVIDUAL'S OWN USE OR PURPOSES IS NECESSARILY THE INDIVIDUAL'S OWN RESPONSIBILITY. ALTHOUGH REASONABLE CARE HAS BEEN TAKEN IN THE PREPARATION OF SUCH INFORMATION, ALLIGARE, LLC EXTENDS NO WARRANTIES, MAKES NO REPRESENTATIONS, AND ASSUMES NO RESPONSIBILITY AS TO THE ACCURACY OR SUITABILITY OF SUCH INFORMATION FOR APPLICATION TO THE INDIVIDUAL'S PURPOSES OR THE CONSEQUENCES OF ITS USE.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA APPROVED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

SDS Version: 4.0 Effective Date: 03/23/18

ALLIGARE

2,4-D AMINE

A SELECTIVE WEED KILLER

Specimen Label

For control of many broadleaf weeds and brush control in corn (field, pop and sweet), sorghum (Milo), soybeans (preplant), small grains (barley, millet, oats, rye, wheat), rice, sugarcane, fallow land, grasses, stone fruits and nut orchards, brush control, pastures, rangelands, forest management and in non-crop areas such as lawns and ornamental turf, drainage ditchbanks, fence rows and rights-of-way. Also for aquatic weed control, control of trees by injection, and tank mixes.

ACTIVE INGREDIENT:	
Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid*	47.2%
OTHER INGREDIENTS:	52.8%
TOTAL:	100.0%

Isomer Specific AOAC Method, Equivalent to:
*2,4-Dichlorophenoxyacetic Acid 39.2%, 3.8 lbs./gal.

EPA Reg. No. 81927-38

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 the label, find someone to explain it to you in detail.)

FIRST AID	
If in eyes:	• Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If swallowed:	• Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give anything by mouth to an unconscious person.
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 by mouth-to-mouth, if possible. • Call a poison control center or doctor for further 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 also contact 1-800-424-9300 for emergency medical treatment information.	
NOTE TO PHYSICIAN	
Probable mucosal damage may contraindicate the use of gastric lavage.	

Manufactured for:
Alligare, LLC
13 N. 8th Street
Opelika, AL 36801

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
DANGER - PELIGRO

CORROSIVE. Causes irreversible eye damage. Harmful if swallowed. Harmful if absorbed through skin. Do not get in eyes or on clothing. Avoid contact with skin. Wear protective eyewear (goggles, face shield, safety glasses), long-sleeved shirt and long pants, shoes and socks, chemical resistant gloves.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are barrier laminate, butyl rubber ≥ 14 mils, nitrile rubber ≥ 14 mils or viton ≥ 14 mils.

All mixers, loaders, applicators, flaggers, and other handlers must wear:
- Eye protection (goggles, face shield or safety glasses)
- Long-sleeved shirt and long pants
- Shoes plus socks, plus
- Chemical-resistant gloves (except for applicators using groundboom equipment, pilots and flaggers), and
- Chemical-resistant apron when mixing or loading, cleaning up spills or equipment, or otherwise exposed to the concentrate.

See engineering controls for additional 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. After each day of use, clothing or PPE must not be reused until it has been cleaned.

Engineering Control Statements:
Pilots must use an enclosed cockpit that meets the requirements listed in the WPS for agricultural pesticides [40 CFR 170.240(d)(6)]. When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

USER SAFETY RECOMMENDATIONS

Users should:
- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. If pesticide gets on skin, wash immediately with soap and water.
- 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 may be toxic to fish and aquatic invertebrates and may adversely affect non-target plants. Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark except as noted on appropriate labels. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not contaminate water when disposing of equipment wash water or rinsate.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination. Application around a cistern or well may result in contamination of drinking water or groundwater.

For Aquatic Uses: Fish breathe dissolved oxygen in the water and decaying weeds also use oxygen. When treating continuous, dense weed masses, it may be appropriate to treat only part of the infestation at a time. For example, apply the product in lanes separated by untreated strips that can be treated after vegetation in treated lanes has disintegrated. During the growing season, weeds decompose in a 2 to 3 week period following treatment. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Waters having limited and less dense weed infestations may not require partial treatments.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Read the entire label before using this product. Use strictly in accordance with label precautionary statements and directions. Do not apply this product in a way that will contact workers, other persons, or pets, either directly or through drift. Keep people and pets out of the area during application. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation. Product should not be used in or near greenhouses.

Do not apply this product through any type of irrigation system.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 48 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:
- Coveralls
- Chemical-resistant gloves made of any waterproof material
- Shoes plus socks
- Protective eyewear

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for Agricultural Pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Entry Restrictions for Non-WPS Uses: When this product is applied to rangeland and established pastures not harvested for hay or seed; non-cropland areas, when applied by tree injection method only in forest sites, and when applied in aquatic areas, do not allow people (other than applicator) or pets on treatment area during application. Do not allow people or pets to enter the treated area until sprays have dried.

SPRAY DRIFT MANAGEMENT

A variety of factors including weather conditions (e.g., wind direction, wind speed, temperatures, relative humidity) and method of application (e.g., ground, aerial, airblast, chemigation) can influence pesticide drift. The applicator must evaluate all factors and make appropriate adjustments when applying this product.

Droplet Size
When applying sprays that contain 2,4-D as the sole active ingredient, or when applying sprays that contain 2,4-D mixed with active ingredients that require a Coarse or coarser spray, apply only as a Coarse or coarser spray (ASAE Standard 572) or a volume mean diameter of 385 microns or greater for spinning atomizer nozzles.
When applying sprays that contain 2,4-D mixed with other active ingredients that require a medium or more fine spray, apply only as a Medium or coarser spray (ASAE standard 572) or a volume mean diameter of 300 microns or greater for spinning atomizer nozzles.

Specimen Label

Wind Speed
Do not apply at wind speeds greater than 15 mph. Only apply this product if the wind direction favors on-target deposition and there are not sensitive areas (including, but not limited to, residential areas, bodies of water, known habitat for nontarget species, nontarget crops) within 250 feet downwind. If applying a Medium spray, leave one swath unsprayed at the downwind edge of the field.

Temperature Inversions
If applying at wind speeds less than 3 mph, the applicator must determine if: a) conditions of temperature inversion exist, or b) stable atmospheric conditions exist at or below nozzle height. Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Susceptible Plants
Do not apply under circumstances where spray drift may occur to food, forage, or other plantings that might be damaged or crops thereof rendered unfit for sale, use or consumption. Susceptible crops include, but are not limited to, cotton, okra, flowers, grapes (in growing stage), fruit trees (foliage), soybeans (vegetative stage), ornamentals, sunflowers, tomatoes, beans, and other vegetables, or tobacco. Small amounts of spray drift that might not be visible may injure susceptible broadleaf plants.

Other State and Local Requirements
Applicators must follow all state and local pesticide drift requirements regarding application of 2,4-D herbicides. Where states have more stringent regulations, they must be observed.

Equipment
All aerial and ground application equipment must be properly maintained and calibrated using appropriate carriers or surrogates. The boom length must not exceed 75% of the wingspan or 90% of the rotor blade diameter. Release spray at the lowest height consistent with efficacy and flight safety. Do not release spray at a height greater than 10 feet above the crop canopy unless a greater height is required for aircraft safety. This requirement does not apply to forestry or rights-of-way applications. When applications are made with a crosswind, the swath will be displaced downwind. The applicator must compensate for this by adjusting the path of the aircraft upwind. Do not apply with a nozzle height greater than 4 feet above the crop canopy.

INFORMATION

This product is a water dilutable amine especially prepared for use on crops and weeds where a susceptible crop in the near vicinity may be injured by a more volatile product. It is recommended for control of numerous broadleaf weeds and certain 2,4-D susceptible woody plants without injury to most established grasses. In cropland, 2,4-D is more effective than amines for controlling hard-to-kill weeds such as Bindweed, Thistle, Smartweed, Wild garlic, Curly dock, Tansy ragwort, and Wild onions. For best results, apply this product as a water or oil spray during warm weather when young succulent weeds or brush are actively growing. Application under drought conditions often will give poor results. The lower recommended rates will be satisfactory on susceptible annual weeds. For perennial weeds and conditions such as the very dry areas of the Western states, where control is difficult, the higher recommended rates should be used.

This product will kill or control the following weeds in addition to many other noxious plants susceptible to 2,4-D.

Alder	Galinsoga	Purslane
Alligator weed	Goatsbeard	Ragweed
American lotus	Goldenrod	Red clover
Arrowhead	Goosefoot	Rush
Artichoke	Ground ivy	Russian thistle
Aster	Gumweed	Sagebrush
Austrian fieldcress	Healall	St. Johnswort
Beggartick	Hemp	Salsify
Biden	Henbit	Shepherdspurse
Bindweed	Hoary cress	Sicklepod
Bittercress	Honeysuckle	Smartweed
Bitterweed	Horsetail	Sneezeweed
Bitter wintercress	Indigo	Southern wild rose
Blackeyed Susan	Indiana mallow	Sowthistle
Blessed thistle	Ironweed	Spanishneedle
Blue lettuce	Jerusalem artichoke	Spatterdock
Box elder	Jewelweed	Speedwell
Broomweed	Jimsonweed	Stinging nettle
Buckhorn	Kochia	Stinkweed
Bullnettle	Knotweed	Sumac
Bull thistle	Lambsquarter	Sunflower
Bulrush	Locoweed	Sweet clover
Burdock	Lupine	Tanweed
Bur ragweed	Mallow	Tarweed
Buttercup	Many flowered aster	Thistle
Canada thistle	Marijuana	Toadflax
Carolina geranium	Marshelder	Tumbleweed
Carpetweed	Mexican weed	Velvet leaf
Catnip	Morningglory	Vervain
Chickweed	Mousetail	Vetch
Chicory	Muskthistle	Virginia copperleaf
Cinquefoil	Mustard	Virginia creeper
Cockle	Nettle	Water hyacinth
Cocklebur	Nutgrass	Water lily
Coffee bean	Orange hawkweed	Water plantain
Coffeeweed	Parrot feather	Water primrose
Common sowthistle	Parsnip	Water shield
Creeping Jenny	Pennycress	Wild carrot
Croton	Pennywort	Wild garlic
Curly indigo	Pepperweed	Wild lettuce
Dandelion	Pigweed	Wild onion
Devil's claw	Plantain	Wild parsnip
Dock	Poison hemlock	Wild radish
Dogbane	Poison ivy	Wild rape
Duckweed	Pokeweed	Wild strawberry
Elderberry	Poorjoe	Wild sweet potato
Flea bane (daisy)	Povertyweed	Willow
Flixweed	Prickly lettuce	Witchweed
Florida pusley	Primrose	Wormseed
Frenchweed	Puncture vine	Yellow rocket

Generally the lower dosages given will be satisfactory for young, succulent growth of sensitive weed species. For less sensitive species and under conditions where control is more difficult, the higher dosages will be needed. Apply this product during warm weather when weeds are young and growing actively. Unless otherwise recommended, suggested application rates may be from 1 to 10 gallons of total spray by air or 5 to 25 gallons by ground application equipment. If band treatment is used, base the dosage rate on the actual area to be sprayed. Although water quantities may vary due to different types of application equipment, sufficient water must be used to provide for complete and uniform coverage. Higher water gallonage may be used if desired to improve spray coverage. In all cases, use the same recommended amount of 2,4-D per acre. When product is used for weed control in crops, the growth state of the crop must be considered. For crop uses, do not mix with oil, surfactants, or other adjuvants unless specifically recommended on label. To do so may reduce herbicide's selectivity and could result in crop damage. If you are uncertain concerning tolerant varieties or local use situations that may affect crop tolerance to 2,4-D, consult your seed company, State Agricultural Extension Service or qualified crop consultant's advice.

Aerial applications should be used only when there is no danger of drift to susceptible crops. Many states have regulations concerning aerial application of 2,4-D formulations. Consult local regulatory authorities before making applications. Do not apply when temperature exceeds 90° F. Read and follow all directions and precautions on this label and on the labels of any products for which a tank mixture is being considered. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions and precautionary language of the products in the mixture (for example, first aid from one product, spray drift management from another).

COMPATIBILITY: If this product is to be tank mixed with fertilizers or with other pesticides, compatibility should be tested prior to mixing. To test for compatibility, use a small container and mix a small amount (0.5 to 1 quart) of spray, combining all ingredients in the same ratio as the anticipated use. If any indications of physical incompatibility develop, do not use this mixture for spraying. Indications of incompatibility usually will appear within 5 to 15 minutes after mixing.

TO PREPARE THE SPRAY: Mix this product only with water. Add about half the water to the mixing tank, then add this product with agitation, and finally the rest of the water with continuing agitation. Note: Adding oil, wetting agent, or other surfactant to the spray may increase effectiveness on weeds, but also may reduce selectivity to crops resulting in crop damage.

Tip and Measure Container Dispensing Directions
1. Remove the cap from the measuring chamber and remove seal over container opening.
2. Replace the cap securely.
3. Tip the container until the measuring chamber contains the desired amount of product.
4. Return container to its level position.
5. Remove the cap from the measuring chamber and pour product into the application equipment.
6. Replace cap securely.

SELECTIVE WEEDING IN CROPS

USE IN LIQUID NITROGEN SOLUTIONS: For late season application in corn, pastures, or small grains in one operation for control of Smartweed, Cocklebur, Annual morningglory and other annual broadleaf weeds less than 1 inch high. Field should be as clean as possible and corn 20 to 30 inches tall. Apply 1 pint with 80 to 120 lbs. nitrogen per acre; the spray must be prepared by first adding the required amount of liquid nitrogen solution to spray tank. Next, dilute 1 pint of this product with 2 quarts clean water for each acre to be treated with one tank-full. Start the tank agitator and slowly add the diluted 2,4-D solution. Spray immediately, maintaining continuous agitation until spray tank is empty. Direct the spray to lower 3 to 4 inches of corn stalk. Use spray equipment designated to handle corrosive liquid nitrogen solutions. After spraying, remove any remaining solution and rinse rig thoroughly with water. Mix only one tank at a time. Do not spray during or immediately following cold, near freezing weather.

CORN
(Field, Sweet and Popcorn)

Pre-plant -		1 to 2 pints
Pre-emergent -	Average Conditions -	2 pints
Emergent -		1 pint
Post-emergent -	Average Conditions -	1/2 to 1 pint
	Dry Conditions*-	1/2 to 1 pint
Pre-harvest -		1 to 2 pints

*For Western States- Arizona, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming

Add with specified amounts of water to make per acre applications. Use lower rates of product for easily-killed weeds, on inbreds, and when corn is growing rapidly. Do not cultivate for about 2 weeks after treatment while corn is brittle.

Pre-plant: Apply in 15 to 30 gallons of water per acre to control emerged broadleaf weed seedlings or existing cover crops prior to planting corn. Apply 7 to 14 days before planting. Do not use on light, sandy soil or where soil moisture is inadequate for normal weed growth. Use high rate for control of less susceptible weeds or cover crops, such as alfalfa.

Specimen Label

Pre-emergent: (For annual grasses and broadleaf weeds) - Apply in 15 to 30 gallons of water per acre. Apply product to emerged weeds from 3 to 5 days after planting, but before corn emerges. Do not use on very light, sandy soils. Use the higher rates on heavy soils. Plant corn as deep as practical. Product will not control weeds which have not emerged.

Emergent - Apply in 5 to 30 gallons of water per acre ground application, 1 to 5 gallons of water by air, just as corn plants are breaking ground.

Post-emergent - (For broadleaf weeds) - Apply ½ to 1 pint in 8 to 15 gallons of water per acre. Use low rates on inbreds. Best results are usually obtained when weeds have germinated and corn is 4 to 18 inches tall. As soon as corn is over 8 inches tall, or beyond the 5-leaf stage, use drop nozzles to keep spray off corn foliage as much as possible; direct spray over tops of weeds but not over the corn. Corn is susceptible to injury shortly after emergence and after unfolding of leaves. Do not spray during this period nor after first tassels appear to dough stage. If corn is growing rapidly and temperature and soil moisture is high, use ½ pint per acre to reduce possibility of crop damage. Delay cultivation for 8 to 10 days to prevent stalk breakage due to temporary brittleness caused by 2,4-D. Application rates of up to 1 pint per acre may be used to control some hard-to-control weeds. Do not use higher rates unless possible crop injury will be acceptable. After application, delay cultivation for 8 to 10 days to allow the corn to overcome any temporary brittleness. However, the possibility of injury to the corn is increased. Do not use with Atrazine, oil or other adjuvants, unless approved by seed company. Since the tolerance to 2,4-D of individual hybrids varies, consult your seed supplier, local Extension Service, Agricultural Experiment Station, or University weed specialist for information.

Pre-harvest: After the hard dough or denting stage, apply 1 to 2 pints in 1 to 5 gallons of water per acre by air or 5 to 30 gallons of water by ground equipment to suppress perennial weeds, decrease weed seed production, and control tall weeds such as Bindweed, Cocklebur, Dogbane, Jimsonweed, Ragweed, Sunflower, Velvetleaf and vines that interfere with harvesting. The high rate will be needed for tough weeds under stress.

USE RESTRICTIONS FOR FIELD AND POPCORN

Do not use treated crop as fodder for 7 days following application.
The preharvest interval (PHI) is 7 days.
Maximum of 6 pints of product (3.0 lbs ae) per acre per crop cycle.

Preplant or pre-emergence:
Limited to one preplant or pre-emergence application per crop cycle.
Maximum of 2 pints of product (1.0 lb ae) per acre per application.

Post-emergence:
Limited to one post-emergence application per crop cycle.
Maximum of 1 pint of product (0.5 lb ae) per acre per application.

Preharvest:
Limited to one preharvest application per crop cycle.
Maximum of 3.16 pints of product (1.5 lbs ae) per acre per application.

USE RESTRICTIONS FOR SWEET CORN

Do not use treated crop as fodder for 7 days following application.
The preharvest interval (PHI) is 45 days.
Minimum of 21 days between applications.
Maximum of 3.16 pints of product (1.5 lbs ae) per acre per crop cycle.

Preplant or pre-emergence:
Limited to one preplant or pre-emergence application per crop cycle.
Maximum of 2.1 pints of product (1.0 lb ae) per acre per application.

Post-emergence:
Limited to one post-emergence application per crop cycle.
Maximum of 1 pint of product (0.5 lb ae) per acre per application.

SORGHUM (Milo)

For post-emergent control in average conditions, use 2/3 to 1 pint when sorghum is 5 to 8 inches tall. Use 1 pint when sorghum is 5 to 15 inches tall with suggested volume of 5 gallons of water by air or 6 to 20 gallons with ground equipment to make per acre applications. For dry conditions (Western States), use ½ to 1 pint. Apply to sorghum when crop is 5 to 15 inches high to top of canopy with secondary roots well established. If sorghum is taller than 8 inches, use drop nozzles to keep the spray off the foliage as much as possible. Rates of up to 1 pint per acre may be used to control some hard-to-control weeds. However, the chance of crop injury is increased with higher rates. Do not use with oil. Because temporary injury may occur if conditions of high temperature and high soil moisture exist, use lower rate. If it is necessary to apply this product under these conditions, use no more than 2/3 pint per acre. Varieties vary in tolerance to 2,4-D and some hybrids are quite sensitive. Spray only varieties known to be tolerant to 2,4-D. Contact seed company or your Agricultural Experiment Station or Extension Service weed specialist for this information.

USE RESTRICTIONS FOR SORGHUM

The preharvest interval (PHI) is 30 days.
Do not permit meat or dairy animals to consume treated crop as fodder or forage for 30 days following application.

Post-emergence (acid, salts, and amines):
Limited to 1 application per crop cycle.
Maximum of 2.1 pints of product (1.0 lb ae) per acre per application.

Restrictions: Corn & Sorghum Hybrids vary in tolerance to 2,4-D. Some are easily injured. Spray only varieties known to be tolerant to 2,4-D. Consult the seed company or your Agricultural Experiment Station or Extension Service Weed Specialist for this information.

SMALL GRAINS

Barley, Millet, Oats, Rye, Wheat not underseeded with a legume:

Annual Weeds	Average Conditions - ½ to 1 pint
	Dry Conditions (Western States) - 1 to 2 pints
Perennial Weeds	Average Conditions - 1 pint
	Dry Conditions (Western States) - 1-1/4 to 2 pints
Pre-harvest	Average Conditions - 1 pint
Oats	Spring - ½ pint and Fall - ½ to 1 pint

For aerial applications on grain, use this product in 2 or more gallons of water per acre and for ground application, use a minimum of 10 gallons of water per acre.
Make application in the spring when the grain is fully tillered or stooled (usually about 4 to 8 inches high), but before jointing. Do not spray before the tiller stage nor from early boot to dough stage.

Use lower rate of product for easily-killed seedling weeds, and higher rate for older and more tolerant weeds. Do not treat grains underseeded with legumes, and do not spray winter grains in the fall. To control large weeds that will interfere with harvest or to suppress perennial weeds, pre-harvest treatment can be applied when grain is in the dough stage. Higher rates may be needed to handle difficult weed problems in certain areas such as under dry conditions, especially in Western areas. However, do not use unless possible crop injury will be acceptable. Oats are more sensitive to 2,4-D than other grains and should be sprayed in the spring when well established and tillered and before jointing after crop has reached the dough stage. In winter grains, use 1 to 2 pints of this product (0.5-1.0 lb ae) per acre postemergence to control large weeds that will interfere with harvest or to suppress perennial weeds. For preharvest applications, a maximum of 1 pint of this product (0.5 lb ae) may be applied per acre per application. Fall seeded oats for grain planted in Southern U.S. - apply after full tillering but before the early bud stage. Do not spray during or immediately following cold weather.

Spring Post-emergence (under-seeded with legumes) - Apply 1/4 to 1/2 pint per acre after grain is 8 inches tall. Do not spray grain in boot to dough stage. Do not spray alfalfa or sweet clover unless the infestation is severe and injury to these legumes can be tolerated. For the high rates on Spring wheat and barley as well as Winter wheat and rye, consult State Agricultural Experiment Station or Extension Service weed specialist for recommendations or suggestions to fit local conditions.

Spring Seeded Oats: Use 1/2 to 1 pint per acre with recommended amount of water to give good coverage. Apply after the fully tillered stage, except during the boot to dough stage.

Fall Seeded Oats (Southern): Apply 1/4-1-1/4 pints per acre with recommended amount of water after full tillering but before early boot stage. For postemergence application, some difficult weeds may require the higher rates of 1 to 1-1/4 pints per acre for maximum control but injury may result. Do not spray during or immediately following cold weather.

Pre-harvest Treatment: Apply 1 pint with recommended amount of water per acre when grains are in the hard dough stage to control large weeds that may interfere with harvest. Best results will be obtained when soil moisture is sufficient to cause succulent weed growth.

Note: Oats are less tolerant to 2,4-D than wheat or barley and more likely to be injured.

Wheat and Barley: Postemergence control of Wild garlic and Wild onion. For improved control of difficult weeds, including Wild garlic and Wild onion, apply 1 to 2 pints of product per acre. Since these rates may injure the crop, do not use unless possible crop damage is acceptable. For the higher rates on Spring wheat and barley, consult your local State Agricultural Experiment Station or Extension Service weed specialist for recommendations or suggestions to fit local conditions.

Control of Wild Garlic in Stubble Grain and Corn Fields: Following the harvest of small grains and corn, Wild garlic often produces new fall growth. This should be sprayed with 2.6 pints of product in 20 to 40 gallons of water per acre. This is a useful practice as one part of a Wild garlic control program. Do not plant any crop for three months after treatment.

For emergency weed control in wheat: Perennial broadleaf weeds - apply 2.6 pints per acre when weeds are approaching bud stage. Do not spray grain in the boot to dough stage. The 2.6 pint per acre application can produce injury to wheat. Balance the severity of your weed problem against the possibility of crop damage. Where perennial weeds are scattered, spot treatment is suggested to minimize the extent of crop injury. Use lower rate if small annual and biennial weeds are the major problem. Use the higher rate if perennial weeds or annual and biennial weeds are present which are in the hard-to-kill categories as determined by local experience. The higher rates increase the risk of grain injury and should be used only where the weed control problem justifies the grain damage risk. Do not apply this product to grain in the seedling stage. For aerial application on grain, apply this product in 2 to 5 gallons of water per acre. For ground application, use a minimum of 5 gallons of water per acre.

USE RESTRICTIONS FOR CEREAL GRAINS
(wheat, barley, millet, oats, and rye)

The preharvest interval (PHI) is 14 days.
Limited to 3.6 pints of product (1.75 lbs ae) per acre per crop cycle.

Post-emergence:
Limited to one post-emergence application per crop cycle. Maximum of 2.6 pints of product (1.25 lb ae) per acre per application.

Preharvest:
Limited to one preharvest application per crop cycle.
Maximum of 1 pint of product (0.5 lb ae) per acre per application.

SUGARCANE

Pre-emergence: Use 4 pints of product in 15 to 20 gallons of water per acre as a blanket spray through lay-by, to aid in control of Johnsongrass seedlings and susceptible broadleaf weeds.

Specimen Label

Post-emergence: Use 1-1/2 to 2 pints in 10 to 30 gallons of water. Apply when cane is 1 to 2 feet tall.

Consult local Agricultural Experiment or Extension Service weed specialist on specific use of this product or in combination with Dalapon to control broadleaved and grass weeds.

USE RESTRICTIONS FOR SUGARCANE

Permitted forms of 2,4-D include acid, salts and amines.
Do not harvest cane prior to crop maturity.
Do not apply more than one gallon of product (4.0 lbs ae) per acre per crop cycle.

Pre-emergence:
Limited to one application per crop cycle.
Maximum of 4 pints of product (2.0 lbs ae) per acre per application.

Post-emergence:
Limited to one application per crop cycle.
Maximum of 4 pints of product (2.0 lbs ae) per acre per application.

RICE

Use 1-1/2 to 2-1/2 pints of this product in 5 to 10 gallons of water per acre to control Curly indigo and other broadleaf weeds. Apply in the late tillering stage of rice development, at the time of first joint development (first to second green ring), usually 6 to 9 weeks after emergence. Do not apply after panicle initiation, after rice internodes exceed 1/2 inch at early seeding, early panicle, boot, flowering or early heading growth stages. Do not apply nitrogen during 7 to 21 days before application of 2,4-D. Do not use in rice paddies where shellfish are of economic importance or where flood water is used for irrigation of other crops.

NOTE: Some rice varieties under certain conditions can be injured by 2,4-D. Therefore, before spraying consult local Extension Service or University specialists for appropriate rates and timing of 2,4-D sprays.

RICE (In Mississippi): Apply this product at the rate of 1-1/2 to 2 pints per acre in 5 to 10 gallons of water when rice is in the late tillering stage of development, at the time of first joint development. Do not apply after panicle, boot, or heading stages. Consult your local University or Agricultural Extension Service Specialist for more specific information on weeds controlled, application rates and application timing.

Restrictions: Applications of this product shall not be made to rice if commercial plantings of cotton, tomatoes, grapes or other highly susceptible crops are within 1/4 mile of the application site unless these susceptible crops are owned by the applicator or person for whom the application is being made. Air movement, air stability, and wind directions are to be determined before application by using a smoke generator or other means at or near the site of application. Avoid applications during calm conditions (less than 2 miles per hour). Do not spray when wind velocity exceeds 5 mph.

USE RESTRICTIONS FOR RICE

The preharvest interval (PHI) is 60 days.
Maximum of 3 pints of product (1.5 lbs ae) per acre per crop cycle.

Preplant:
Limited to one preplant application per crop cycle.
Maximum of 2 pints of product (1.0 lb ae) per acre per preplant application.

Post-emergence:
Limited to one post-emergence application per crop cycle.
Maximum of 3 pints of product (1.5 lbs ae) per acre per post-emergence application.

CROP STUBBLE: To control annual broadleaf weeds, apply 1 to 2 pints per acre. Use the lower rate when weeds are small (2 to 3 inches tall) and actively growing. Use the higher rate on older and drought-stressed plants. To control biennial broadleaf weeds, apply 1 to 2 quarts per acre. Spray while Musk thistles or other biennial species are in the seedling to rosette stage and before flower stalks become apparent. The lower rate can be used in the Spring during rosette stage. Use the highest rate in the Fall or after flower stalks have developed. To control perennial broadleaf weeds such as Canada thistle and Field bindweed, apply 1 to 2 quarts per acre. Spray weeds in bud to bloom stage, or while in good vegetative growth. Do not disturb treated areas for at least 2 weeks after treatment, or until weed tops are dead. To control Wild Garlic and Onion in crop stubble, apply 2 quarts per acre to prevent new growth of garlic following harvest.

Restriction: Do not forage for 14 days following application. Apply to weeds actively growing.

FALLOW LAND: Use 2 to 4 pints of this product in a minimum of 10 gallons water per acre for ground application and minimum of 2 gallons for aerial application of water per acre on annual broadleaf weeds and up to 4 pints per acre on established perennial species such as Canada thistle and Field bindweed. Use lower rate when annual weeds are small (2 to 3 inches tall) and growing actively. Use the higher rate on older and drought-stressed plants. Spray Musk thistles and other biennial species while in seedling to rosette stage, and before flower stalks are initiated. The lower rate can be used in Spring during rosette stage. In Fall or after flower stalks have developed, use highest rate. Spray perennial weeds in bud to bloom stage, or in good vegetative growth. Do not disturb treated area for at least 2 weeks after treatment, or until weed tops are dead.

USE RESTRICTIONS FOR FALLOW LAND (CROP STUBBLE ON IDLE LAND, OR POSTHARVEST TO CROPS, OR BETWEEN CROPS)

Plant only crops labeled for use on Alligare 2,4-D Amine within 29 days following application.
Limited to 2 applications per year.
Maximum of 4 pints of product (2.0 lbs ae) per acre per application.
Minimum of 30 days between applications.

GRASSES IN CONSERVATION RESERVE PROGRAM AREAS

To control annual broadleaf weeds, apply when weeds are actively growing. Use ½ to 1 pint per acre when weeds are small; use higher rates on older weeds. Excessive injury may result if applied to young grasses with fewer than 6 leaves or prior to grasses being well established. To control biennial and perennial broadleaf weeds in established grasses, apply at a rate of 1 to 2 quarts per acre. Apply to actively growing weeds. Treat when biennial weeds are in the seedling to rosette stage and before flower stalks become apparent. Treat perennial weeds in the bud to bloom stage.

Restriction: Use at least 2 gallons of water per acre by air and 5 gallons of water per acre by ground. Do not harvest or graze treated Conservation Reserve Program areas. Do not apply to grasses in the boot to dough stage if grass seed production is desired.

GRASS SEED CROPS: Use 1 to 4 pints of product in up to 30 gallons of water per acre by air or ground equipment in spring or fall to control broadleaf weeds in grass being grown for seed. Do not apply from early boot to the milk stage. Spray seedling grass only after the five leaf stage, using 3/4 to 1 pint per acre to control small seedling weeds. After the grass is well established, higher rates of up to 4 pints of product per acre can be used to control hard-to-kill annual or perennial weeds. For best results, do not use on bentgrass unless grass injury can be tolerated.

Restrictions: Turf grown for seed: Maximum of 4 pints of product (2.0 lbs ae) per acre per application. Limited to 2 applications per year. Minimum of 21 days between applications.

GRASSES: IN ESTABLISHED PASTURES AND RANGELANDS - Use 1 to 4 pints of this product in 1 to 30 gallons of water per acre. Use the lower rate on more easily injured grasses. For small areas, use 3/4 to 1 fluid ounce (1-1/2 to 2 Tablespoons) per 1,000 square feet; mix 1 to 3 gallons of water and apply uniformly over the area. Apply preferably when weeds are small and growing actively before bud stage. Fall or spring is the best time to treat. Repeated treatments may be needed for less susceptible weeds. Treatment will kill or injure alfalfa, sweet clover and other legumes. White clover (including Ladino) may be injured by light application but recovers; repeated treatments will kill it. Some dichondra, bentgrasses, carpet, buffalo, and St. Augustine grasses may be injured. Usually colonial bents are more tolerant than creeping types; velvets are most easily injured. Where bentgrass predominates, make 2 applications of 1 pint per acre at 30 day intervals.

For Pasture and Rangeland: Do not apply more than 8 pints (4.0 lbs. ae) per acre per year.

USE RESTRICTIONS FOR GRASSES IN CONSERVATION RESERVE PROGRAM AREAS

Do not cut forage for hay within 7 days of application.

Post-emergence:
- For susceptible annual and biennial broadleaf weeds: Use 2 pints (1.0 lb. ae) per acre per application.
- For moderately susceptible biennial and perennial broadleaf weeds and for difficult to control weeds and woody plants, do not exceed 4 pints (2.0 lbs. ae) per acre per application.
- For spot treatments, do not exceed 4 pints (2.0 lbs. ae) per acre.
- The minimum retreatment interval is 30 days.
- Limited to two applicatons per year.

If grass is to be cut for hay, Agricultural Use Requirements for the Worker Protection Standard are applicable.

For program lands, such as Conservation Reserve Program, consult program rules to determine whether grass or hay may be used. The more restrictive requirements of the program rules or this label must be followed.

Bitterweed, Broomweed, Croton, Docks, Kochia, Marshelder, Musk thistle and Other Broadleaf Weeds: Use 4 to 4.2 pints of this product in 10 to 30 gallons of water per acre. If weeds are young and growing actively, 2 pints per acre will provide control of some species. Deep-rooted perennial weeds may require repeated treatments in the same year or in subsequent years.

Weed control in Newly Sprigged Coastal Bermudagrass: Apply 2 to 4.2 pints of this product in 20 to 100 gallons of water per acre pre-emergence and/or post-emergence.

Wild Garlic and Wild Onion Control: Apply 4 to 4.2 pints of product per acre making three applications, fall-spring-fall or spring-fall-spring, starting in the late fall or early spring.

Southern Wild Rose: Use a maximum of 4.2 pints of this product plus the recommended rate of a high quality agricultural surfactant per 100 gallons of water and spray thoroughly as soon as foliage is well developed.

STONE FRUIT AND NUT ORCHARDS (Except in California)

Stone Fruit – Crop Group 12: Apricot, Sweet Cherry, Tart Cherry, Nectarine, Peach, Plum, Chickasaw Plum, Damson Plum, Japanese Plum, Plumcot, Prune (fresh).

Tree Nut – Crop Group 14: Almond, Beech Nut, Brazil Nut, Butternut, Cashew, Chestnut, Chinquapin, Filbert (hazelnut), Hickory Nut, Macadamia Nut (bush nut), Pecan, Black and English (Persian) Walnut.

To control annual broadleaf weeds on the orchard floor, apply 3 pints per acre using coarse sprays and low pressure in sufficient volume of water to obtain thorough wetting of weeds. Treat when weeds are small and actively growing. Do not use on light, sandy soil.

Restriction: Do not apply (1) to bare ground as injury may result, (2) to newly established or young orchards. Trees must be at least 1 year old and in vigorous condition, (3) during bloom, (4) more than twice a year, (5) immediately before irrigation for 2 days before and 3 days after treatment. Also, do not allow spray to drift onto or contact foliage, fruit, stems, trunks of trees or exposed roots as injury may result. Do not graze or feed cover crops from treated orchards.

Pre-harvest intervals: Do not harvest stone fruit within 40 days of application nor nuts within 60 days of application.

No-Till Application: This product may be used in the broadcast method with a normal boom or with direct pipes set 12 inches apart in 36 inch rows. When using this product, refer to specific rate directions for the individual crop sites. Maintain uniform pressure and speed when applying.

USE RESTRICTIONS FOR STONE FRUITS AND NUT ORCHARDS

The preharvest interval (PHI) is 60 days.
Do not cut orchard floor forage for hay within 7 days of application.
For filberts, apply a maximum of 2.1 pints (1.0 lb. ae) per 100 gallons of spray solution per application.

Post-emergence:
Limited to 2 applications per crop cycle. Except pistachios – limit to two applications per year.
Maximum of 4 pints of product (2.0 lbs ae) per acre per application.
Minimum of 75 days between applications.

FOR USE IN CROP RESIDUE MANAGEMENT SYSTEMS IN SOYBEANS (Preplant only)
PRODUCT INFORMATION: This product is a herbicide that provides control of many emerged susceptible annual and perennial broadleaf weeds. This product may be applied prior to planting soybeans to provide foliar burndown control of susceptible annual and perennial broadleaf weeds and certain broadleaf cover crops such as those listed on this label. This product should only be applied preplant to soybeans in situations such as reduced tillage production systems, where emerged weeds are present. Apply only according to the application instructions given below. Do not use any tillage operations between application of this product and planting soybeans.

MIXING INSTRUCTIONS: Compatible crop oil concentrates, agricultural surfactants and fluid fertilizers approved for use on growing crops may increase the herbicidal effectiveness of 2,4-D on certain weeds and may be added to the spray tank. Read and follow all directions and precautions on this label and on all labels of adjuvants or fertilizers mixed with this product.

APPLICATION PROCEDURES: Apply using air or ground equipment in sufficient gallonage to obtain adequate coverage of weeds. Use 2 or more gallons of water per acre in aerial equipment and 10 or more gallons of water per acre in ground equipment.

APPLICATION TIMING AND USE RATES

2,4-D Formulation Used	Maximum Rate (per acre)	When to Apply (Days prior to planting Soybeans)
Alligare 2,4-D Amine	1 pint (16.8 fl. oz.) (0.5 lb. a.e./acre)	NOT LESS THAN 15 DAYS
	2 pints (33.6 fl. oz.) (1.0 lb. a.e./acre)	NOT LESS THAN 30 DAYS

WEEDS CONTROLLED:

Alfalfa *	Horseweed or marestail	Ragweed-common
Bindweed*	Ironweed	Ragweed-giant
Bullnettle	Lambsquarters-common	Shepherdspurse
Bittercress-smallflowered	Lettuce-prickly	Smartweed-Pennsylvania*
Carolina geranium	Morninglory-annual	Sowthistle-annual
Cinquefoil-common and rough	Mousetail	Speedwell
Clover-red*	Mustard-wild	Thistle-Canada*
Cocklebur-common	Onion-wild*	Thistle-bull
Dandelion*	Pennycress-field	Velvetleaf
Eveningprimrose-cutleaf	Peppergrass*	Vetch-hairy*
Garlic-wild*	Purslane-common	Virginia copperleaf

*These species are only partially controlled.

For best weed control at time of treatment, weeds should be small, actively growing and free of stress caused by extremes in climatic conditions, diseases, or insect damage. The response of individual weed species to this product is variable. Consult your local County or State Agricultural Extension Service or crop consultant for advice.

APPLICATION RESTRICTIONS AND USE PRECAUTIONS FOR SOYBEAN

Important Notice - Unacceptable injury to soybeans planted in fields treated with this product may occur. Whether or not soybean injury occurs and the extent of the injury will depend on weather (temperature and rainfall) from herbicide application until soybean emergence and agronomic factors such as the amount of weed vegetation and previous crop residue present. Injury is more likely under cool rainy conditions and where there is less weed vegetation and crop residue present.

Do not use on low organic sandy soils (<1.0%).

Do not apply this product when weather conditions such as temperature air inversions or wind favor drift from treated areas to susceptible plants.

Livestock Grazing Restriction: Do not feed hay, forage or fodder. Restrict livestock from grazing treated fields. Livestock should be restricted from feeding/grazing of treated cover crops.

In fields treated with this product, plant soybean seed as deep as practical or at least 1.0 inch deep. Adjust the planter, if necessary, to ensure that planted seed is completely covered.

Do not apply this product prior to planting soybeans if you are not prepared to accept the results of soybean injury, including possible loss of stand and yield.

Do not replant fields treated with this product in the same growing season with crops other than those labeled for 2,4-D use.

For the 1 pint (0.5 lb ae) per acre per application rate, do not apply more than 2 applications per crop cycle.

For the 2 pint (1.0 lb ae) per acre per application rate, do not apply more than once per crop cycle.

The maximum rate per crop cycle is 2.1 pints of product (1.0 lb ae) per acre.

ORNAMENTAL TURF AREAS

Lawns (Residential, Industrial and Institutional), Parks, Cemeteries, Athletic Fields and Golf Courses (Excluding Grasses Grown for Seed or Sod Farms).

Use 2 to 3.16 pints of product (1.0-1.5 lbs ae) per acre per application for control of annual broadleaf weeds. Use 3.16 pints of product (1.5 lbs ae) per acre per application for control of biennial and perennial broadleaf weeds. Treat when weeds are young and actively growing. Perennial weeds should be near the bud stage, but not flowering at application. Use sufficient gallonage for thorough and uniform coverage.

SPOT TREATMENT IN ORNAMENTAL TURF AREAS (Parks, Cemeteries, Athletic Fields and Golf Courses, Turfgrass (excluding sod farms).

To control broadleaf weeds in small areas with a hand sprayer, use 1/4 pint of this product in 3 gallons of water and spray to thoroughly wet all foliage. Do not exceed 4 pints of this product (2.0 lbs ae) per acre.

USE RESTRICTIONS FOR ORNAMENTAL TURF AREAS
(Golf courses, cemeteries, parks, sports fields, turfgrass, lawns and other grass areas)

Post-emergence:
Do not use on susceptible southern grasses such as St. Augustine.
Do not apply to newly seeded areas until grass is well established.
Bentgrass, clover, legumes and dichondra may be injured by this treatment.
Limited to 2 applications per year.
Maximum of 3.16 pints of product (1.5 lbs ae) per acre per application.
The maximum seasonal rate is 6.25 pints of product (3.0 lbs ae) per acre, excluding spot treatments.

GRASSES GROWN FOR SEED OR SOD FARMS

Grasses Grown for Seed (Postemergence Use)
Seedling grass (five-leaf stage or later): Apply 3/4-1 pint of product (0.36-0.5 lb ae) per acre per application.

Well-established grasses: Apply 1-4 pints of product (0.5-2.0 lbs ae) per acre per application.

Sod Farms (Postemergence): Apply 2.0-4.0 pints of product (1.0-2.0 lbs ae) per acre per application.

Apply when weeds are small and actively growing. For best results, apply when soil moisture is adequate for active weed growth. Do not apply to newly seeded grasses until well established (five-leaf stage or later) and then use a maximum of 1 pint of product (0.5 lb ae) per acre. Cool season grasses are tolerant of higher rates. Do not apply to grass in the early boot through milk stage if seed production is desired. When grass is well established, higher rates of up to 4 pints of product per acre may be applied for control of hard-to-kill annual or perennial weeds.

Deep-rooted perennials such as bindweed and Canada thistle may require repeat applications. Avoid mowing sod farms for 1 to 2 days before or after application.
Delay irrigation until the day following application.

Reseeding: Delay reseeding at least 30 days following application. Preferably, with spring application, reseed in the fall and with fall application, reseed in the spring.

USE RESTRICTIONS FOR GRASSES GROWN FOR SEED OR SOD FARMS

Do not use on creeping grasses such as bent except as a spot treatment.
Do not use on injury-senstive southern grasses such as St. Augustinegrass.
Do not use on dichondra or other herbaceous ground covers. Legumes may be damaged or killed.
Do not reapply to a treated area within 21 days of a previous application.
Do not graze or cut forage for hay within 7 days after application.
Do not apply more than 8 pints of product (4.0 lbs ae) per acre per year.
Limited to 2 applications per year.

NON-SELECTIVE WEED CONTROL IN NON-CROPLAND AREAS
(Airfields, Roadsides, Vacant Lots, Drainage Ditchbanks, Fencerows, Industrial Sites, Rights-of-Way, Utility Power Lines, Railroads, and similar areas)

Use ½ gallon of product per acre. Use sufficient gallonage for thorough and uniform coverage. Apply when most annual broadleaf weeds are still young and growing vigorously. Apply when perennial and biennial weeds are actively growing and near the bud stage, but before flowering. Thoroughly wet weeds when applying this mixture. For best results on Tansy ragwort and Milk thistle, treat in rosette stage, before bolting. Treat Wild onion or garlic in early Spring and in Fall when they are young and growing actively. The addition of a wetting agent (spray adjuvant) is suggested. Usually 4 pints per acre will give adequate control. Do not use on herbaceous ground covers or creeping grass such as Bent. Legumes will usually be damaged or killed. Deep-rooted perennials such as Bindweed, Whitetop, Perennial sowthistle, Blue lettuce, Nettle, Bur ragweed, Canada thistle and other noxious perennials somewhat resistant to 2,4-D may require repeat applications to kill. Do not use on freshly seeded turf until grass is well established. Delay reseeding for 30 days.

For chemical mowing applications on roadside and utility rights-of-way, using low volume spray equipment such as the "Lucas" 64 system use ½ gallon of this product in 1 to 5 gallons of water per acre.

Control of Southern Wild Rose: On roadsides and fencerows, use 1/2 gallon of this product plus the recommended rate of a high quality surfactant per 100 gallons of water and spray thoroughly as soon as foliage is well developed. Two or more treatments may be required.

Specimen Label

USE RESTRICTIONS FOR NON-SELECTIVE WEED CONTROL IN NON-CROPLAND AREAS
(airfields, roadsides, vacant lots, drainage ditchbanks, fencerows, industrial sites, rights-of-way, utility power lines, railroads, and similar areas)

Post-emergence (annual and perennial weeds):
Limited to 2 applications per year.
Maximum of 4.21 pints of product (2.0 lbs ae) per acre per application.
Minimum of 30 days between applications.

Post-emergence (woody plants):
Limited to 1 application per year.
Maximum of 8.25 pints of product (4.0 lbs ae) per acre per year.

Ditchbank: For shoreline weeds, allow no more than 2 foot overspray onto water.

Applications to non-cropland areas are not applicable to treatment of commercial timber or other plants being grown for sale or other commercial use, or for commercial seed production, or for research purposes.

BRUSH CONTROL
(Including Rights-of-Way, Fence Rows, Roadsides and along Ditchbanks)

WOODY PLANT CONTROL: To control woody plants susceptible to 2,4-D such as Alder, Buckbrush, Elderberry, Sumac, Cherokee rose, Japanese honeysuckle, Virginia creeper, Wild grape and Willow on non-crop areas such as rights-of-way, fence rows, roadsides and along ditchbanks. Use 2 to 3 quarts of product per acre in 30 to 100 gallons of water. Lower volume of water can be used unless applying through such equipment as a Directa-Spra, Wobbler, or Spirometer. Spray brush 5 to 8 feet tall after Spring foliage is well developed. Wet all parts of the plants thoroughly, including stem and foliage, to the point of runoff. Higher volumes of up to 300 to 500 gallons of spray per acre may be necessary where the brush is very dense and over 6 to 8 feet high. Spraying can be effective at anytime up to 3 weeks before frost as long as soil moisture is sufficient for active growth of the brush. Control will be less effective in mid-Summer during hot, dry weather when soil moisture is deficient and plants are not actively growing. A wetting agent may be added to the spray if needed for increased effectiveness. Hard-to-control species may require re-treatment next season. In general, it is better to cut tall woody plants and spray sucker growth when 2 to 4 feet tall.

SAND SHINNERY OAK AND SAND SAGEBRUSH: On the oak, use 2-1/4 pints of this product in 5 gallons of water per acre. Apply by aircraft between May 15 and June 15. On the sagebrush, use 2-1/4 pints in 3 gallons of water per acre and apply by aircraft when foliage is fully expanded and the brush is actively growing.

BIG SAGEBRUSH AND RABBITBRUSH: Use 2-1/4 to 6-3/4 pints of product per acre in 2 to 3 gallons of water. For rabbitbrush, the 6-3/4 pints rate is usually required. Brush should be leafed out and growing actively when treated. Retreatment may be needed.
Chamise, Manzanita, Buckbrush, Coastal Sage, Coyotebrush and certain other Chaparral Species: Use 2-1/4 to 6-3/4 pints per acre in 5 to 10 gallons of water. Make applications by aircraft or ground equipment to obtain uniform spray coverage. For effective control, the brush must be fully leafed out and growing actively when sprayed. Retreatment may be needed. Consult State or local brush control specialists for most effective rate, volume and timing of spray application.

CATTAILS, TULE (BULRUSH), AND OTHER RUSHES: Mix 4 pints of this product and 100 gallons of water (1-1/2 to 2 quarts of this product in 400 to 800 gallons of spray per acre). Addition of a wetting agent may be advisable. Apply in the spring during flower head emergence. Spray to wet all foliage. Re-spray if needed when regrowth is 3 to 5 feet tall.

USES IN FOREST MANAGEMENT

Conifer Release: For control of Alder, apply 1-1/2 to 2 quarts of product per acre in 8 to 25 gallons of water, and apply as a foliage spray. Treat when 3/4 of the brush foliage has attained full size leaves and before new conifer growth reaches 2 inches in length. This is usually between early May and mid-June. Adjust treatment date depending on stage of growth and brush species. This may cause leader deformation on exposed firs, but they should overcome this during the second year after spraying. To control susceptible brush species such as ceanothus spp., chinquapin, madrone, manzanita, oak and tanoak and to release Douglas fir, hemlock, Sitka spruce or grand fir, apply 3 quarts of product per acre before new growth on Douglas fir is 2 inches long.

To control manzanita and ceanothus in ponderosa pine, apply 3 quarts of this product per acre before pine growth begins in the Spring.

To increase performance, add suitable approved agricultural surfactant at recommended label rate.

After Northern conifers, Jack Pine, Red Pine, Black Spruce, and White Spruce cease growth and "harden off" (usually in mid-July), a spray of 1-1/2 to 3 quarts of product in 8 to 25 gallons of water per acre may be applied by air to control certain competing hardwood species such as Alder, Aspen, Birch, and Willow. Since this treatment may cause occasional conifer injury, do not use if such injury cannot be tolerated. Consult your regional or extension forester or State herbicide specialist for recommendations to fit local conditions.

Tree Injections (Pine Release): To control hardwoods, such as Oaks, Hickory, Maple, Pecan, Elm, Sumac, Sweetgum and Hawthorn in forest and other non-crop areas, apply undiluted product in a concentrate tree injector calibrated to apply 1 to 2 ml per injection. Space injections 2 inches apart edge to edge, completely around the tree and close to the base. The injector bit must penetrate the inner bark. On hard-to-kill species such as Hickory, Dogwood, Red Maple, Blue Beech and Ash, make injections 1 to 1-1/2 inches apart edge to edge. Treatment may be made at any time of the year. For best results, injections should be made during growing season, May 15 to October 15. For dilute injections, mix 1 gallon of this product in 19 gallons of water.

Dormant Application (other than pine): For the control of susceptible deciduous brush species such as Alder, Cascara, Cherry, Poplar and Service Berry, apply up to 3 quarts of product per acre in sufficient diesel, fuel oil or kerosene for good coverage. Application may be made by ground or air and should be made before conifer bud break.

Pine Only: Make application while pine buds are still dormant. Apply 2 quarts of product per acre in sufficient water for good coverage by air or ground equipment. Do not use this application unless some pine injury is acceptable. Use of diesel, kerosene, or other oil, or addition of surfactants to spray mix may cause unacceptable pine injury.

Herbaceous Weed Control: To control over-wintering susceptible weeds such as False dandelion, Klamath weed, Plantain, Tansy ragwort, apply 1 to 3 quarts of product in sufficient water for good coverage. Make application at rates and timing indicated above if pines are present. For control of hazel brush and similar species in the Lake States area, apply 2 quarts of product per acre in 8 to 25 gallons of water, when new shoot growth of Hazel is complete (usually mid-July).

Site Preparation: (As Budbreak Spray) - For control of Alder prior to planting seedlings, apply 2 to 4 quarts of product per acre in 8 to 25 gallons of water, after Alder budbreak but before foliage is ¼ full size. Application may be made by air or ground. **(As Foliage Spray)** - For control of Alder prior to planting seedlings, apply 2 quarts of product per acre in 8 to 25 gallons of water, after most Alder leaves are full size. To increase penetration, a suitable approved agricultural surfactant at recommended label rates, may be added to spray mixture.

POPLAR/COTTONWOOD TREES GROWN FOR PULP IN OREGON AND WASHINGTON - BROADLEAF WEED CONTOL: This product may be applied though wick applicators or conventional ground sprayers. NOTE: WHEN IRRIGATING WITH OVERHEAD SPRINKLERS, DO NOT APPLY THIS PRODUCT BEFORE AN IRRIGATION AND WITHHOLD IRRIGATION FOR 2 DAYS BEFORE AND 3 DAYS AFTER TREATMENT. Do not allow this product to contact leaves or green bark of the tree. Use ½ pint to 3 pints per acre in enough water to provide uniform coverage prior to or after planting of Poplar/Cottonwood trees. Application during warm weather is preferred. Apply when weeds are actively growing, preferably before bud stage. Repeat treatment may be necessary for less susceptible weeds; re-apply as needed. Alligare Glyphosate 4 Plus may be mixed with this product to increase weed control. Follow both labels to determine correct rates. Two quarts or more of Wilbur-Ellis R-11 Spreader Activator per 100 gallons of spray solution may be added to improve herbicide performance.

USE RESTRICTIONS FOR FOREST MANAGEMENT

Broadcast application:
Limited to 1 broadcast application per year.
Maximum of 8.25 pints of product (4.0 lbs ae) per acre per broadcast application.

Basal spray, Cut Surface - Stumps, and Frill:
Limit of one basal spray or cut surface application per year.
Maximum of 2 gallons per 100 gallons of spray solution.

Injection:
Limit to one injection application per year.
Maximum of 2 mL of 4.0 lbs ae formulation per injection site.

AQUATIC USES

Use Requirements for Aquatic Areas: When this product is applied to aquatic areas, follow PPE and reentry instructions in the "Non-Agricultural Use Requirements" section of this label.

CONTROL OF WEEDS AND BRUSH ON BANKS OF IRRIGATION CANALS AND DITCHES

Target Plants	Alligare 2,4-D Amine (pts./acre)	Specific Use Directions
Annual Weeds	2 to 4	Apply using low pressure spray (10 to 40 psi) in a spray volume of 20 to 100 gallons per acre using power operated spray equipment. Apply when wind speed is low, 5 mph or less. Apply working upstream to avoid accidental concentration of spray into water. Cross-stream spraying to opposite banks is not permitted and avoid boom spraying over water surface. When spraying shoreline weeds, allow no more than 2 foot overspray onto water surface with an average of less than 1 foot of overspray to prevent significant water contamination. Apply when weeds are small and growing actively before the bud stage. Apply when biennial and perennial species are in the seedling to rosette state and before stalks appear. For hard-to-control weeds, a repeat application after 30 days at the same rate may be needed. For woody species and patches of perennial weeds, mix 1 gallon of this product per 64 to 150 gallons of total spray. Wet foliage by applying about 3 to 4 gallons of spray per 1000 sq. ft. (10.5 x 10.5 steps).
Biennial and perennial broadleaf weeds and susceptible wood plants	4	

Restrictions and Limitations:
- Do not apply more than 2 treatments per season or reapply within 30 days.
- Use 2 or more gallons of spray solution per acre.
- Do not apply more than 4.21 pts./acre (2.0 lbs. of acid equivalent) per application or more than 8.42 pts./acre (4.0 lbs. of acid equivalent) per use season.

Do not use on small canals with a flow rate less than 10 cubic feet per second (CFS) where water will be used for drinking purposes. CFS may be estimated by using the formula below. The approximate velocity needed for the calculation can be determined by observing the length of time that it takes a floating object to travel a defined distance. Divide the distance (ft.) by the time (sec.) to estimate velocity (ft. per sec.). Repeat 3 times and use the average to calculate CFS.

Average Width (ft.) x Average Depth (ft.) x
Average Velocity (ft. per sec.) = CFS

For ditchbank weeds: Do not spray cross-stream to opposite bank. Do not allow boom spray to be directed onto water.

For shoreline weeds: Boom spraying onto water surface must be held to a minimum and allow no more than 2 foot overspray onto water with an average of less than 1 foot overspray to prevent introduction of greater than negligible amounts of chemical into the water.

AQUATIC WEED CONTROL IN PONDS, LAKES, RESERVOIRS, MARSHES, BAYOUS, DRAINAGE DITCHES, NON-IRRIGATION CANALS, RIVERS AND STREAMS THAT ARE QUIESCENT OR SLOW MOVING, INCLUDING PROGRAMS OF THE TENNESSEE VALLEY AUTHORITY.

Notice to Applicators: Before application, coordination and approval of local and state authorities may be required, either by letter or agreement or issuance of special permits for aquatic applications.

EMERGENT AND FLOATING AQUATIC WEEDS:
Including Water Hyacinth (*Eichomia crassipe*)

Application Rate: 2 to 4 qts./acre.

SPECIFIC USE DIRECTIONS

Application Timing: Spray weed mass only. Apply when water hyacinth plants are actively growing. Repeat application as necessary to kill regrowth and plants missed in previous operation. Use 4 qts./acre rate when plants are mature or when weed mass is dense.

Surface Application: Use power operated sprayers with boom or spray gun mounted on boat, tractor or truck. Thorough wetting of foliage is essential for maximum control. Use 100 to 400 gallons of spray mixture per acre. Special precautions such as use of low pressure, large nozzles and spray thickening agents should be taken to avoid spray drift to susceptible crops. Follow label directions for use of any drift control agent.

Aerial Application: Use drift control spray equipment or thickening agent mixed in the spray mixture. Apply 1 gallon of this product per acre using standard boom systems using a minimum spray volume of 5 gallons per acre. For Microfoil drift control spray systems, apply this product in a total spray volume of 12 to 15 gallons per acre.

Restrictions and Limitations for Surface Applications to Emergent Aquatic Weeds

- Do not exceed 8.42 pts./acre (4.0 lbs. of acid equivalent) per surface acre per use season.
- Do not make broadcast application within 21 days of previous broadcast application. Spot treatments are permitted.

Fish breathe dissolved oxygen in the water and decaying weeds also use oxygen. When treating continuous, dense weed masses, it may be appropriate to treat only part of the infestation at a time. For example, apply the product in lanes separated by untreated strips that can be treated after vegetation in treated lanes has disintegrated. During the growing season, weeds decompose in a 2 to 3 week period following treatment. Waters having limited and less dense weed infestations may not require partial treatments. Other local factors such as water exchange and sediment load can also influence the dissolved oxygen level. Coordination and approval of local and state authorities may be required, either by letter of agreement or issuance of special permits for aquatic applications.

WATER USE

1. **Water for irrigation or sprays:**
   A. If treated water is intended to be used only for crops or non-crop areas that are labeled for direct treatment with 2,4-D such as pastures, turf, or cereal grains, the treated water may be used to irrigate and/or mix sprays for these sites at anytime after the 2,4-D aquatic application.
   B. Due to potential phytotoxicity considerations, the following restrictions are applicable: If treated water is intended to be used to irrigate or mix sprays for plants grown in commercial nurseries and greenhouses; and other plants or crops that are not labeled for direct treatment with 2,4-D, the water must not be used unless one of the following restrictions has been observed:
      i. A setback distance from functional water intake(s) of greater than or equal to 600 ft. was used for the application, or,
      ii. A waiting period of 7 days from the time of application has elapsed, or,
      iii. An approved assay indicates that the 2,4-D concentration is 100 ppb (0.1 ppm) or less at the water intake. Wait at least 3 days after application before initial sampling at water intake.

2. **Drinking water (potable water):**
   A. Consult with appropriate state or local water authorities before applying this product to public waters. State or local agencies may require permits. The potable water use restrictions on this label are to ensure that consumption of water by the public is allowed only when the concentration of 2,4-D in the water is less than the MCL (Maximum Contaminant Level) of 70 ppb. Applicators should consider the unique characteristics of the treated waters to assure that 2,4-D concentrations in potable water do not exceed 70 ppb at the time of consumption.
   B. For floating and emergent weed applications, the drinking water setback distance from functioning potable water intakes is greater than or equal to 600 ft.
   C. If no setback distance of greater than or equal to 600 ft. is used for application, applicators or the authorizing organization must provide a drinking water notification prior to a 2,4-D application to the party responsible for public water supply or to individual private water user. Notification to the party responsible for a public water supply or to individual private water users must be done in a manner to assure that the party is aware of the water use restrictions when this product is applied to potable water. The following is an example of a notification via posting, but other methods of notification which convey the above restrictions may be used and may be required in some cases under state or local law or as a condition of a permit.

      Example: Posting notification should be located every 250 feet including the shoreline of the treated area and up to 250 feet of shoreline past the application site to include immediate public access points. Posting must include the day and time of application. Posting may be removed if analysis of a sample collected at the intake 3 or more days following application shows that the concentration in the water is less than 70 ppb (100 ppb for irrigation or sprays), or after 7 days following application, whichever occurs first.

      Text of notification: Wait 7 days before diverting functioning surface water intakes from the treated aquatic site to use as drinking water, irrigation, or sprays, unless water at functioning drinking water intakes is tested at least 3 days after application and is demonstrated by assay to contain not more than 70 ppb 2,4-D (100 ppb for irrigation or sprays). Application Date:_____ Time:_____
   D. Following each application of this product, treated water must not be used for drinking water unless one of the following restrictions has been observed:
      i. A setback distance from functional water intake(s) of greater than or equal to 600 ft. was used for the application, or,
      ii. A waiting period of at least 7 days from the time of application has elapsed, or,
      iii. An approved assay indicates that the 2,4-D concentration is 70 ppb (0.07 ppm) or less at the water intake. Sampling for drinking water analysis should occur no sooner than 3 days after 2,4-D application. Analysis of samples must be completed by a laboratory that is certified under the Safe Drinking Water Act to perform drinking water analysis using a currently approved version of analytical Method Number 515, 555, other methods for 2,4-D as may be listed in Title 40 CFR, Part 141.24, or Method Number 4015 (immunoassay of 2,4-D) from U.S. EPA Test Methods for Evaluating Solid Waste SW-846.
   E. Note: Existing potable water intakes that are no longer in use, such as those replaced by a connection to a municipal water system or a potable water well, are not considered to be functioning potable water intakes.
   F. Drinking water setback distances do not apply to terrestrial applications of 2,4-D adjacent to water bodies with potable water intakes.

3. Except as stated above, there are no restrictions on using water from treated areas for swimming, fishing, watering livestock or domestic purposes.

Coordination and approval of local and state authorities may be required, either by letter of agreement or issuance of special permits for aquatic applications.

SUBMERGED AQUATIC WEEDS:
Including Eurasian Water Milfoil (*Myriophyllum spicatum*)

Treatment Site	Maximum Application Rate*	Specific Use Directions
Aquatic Weed Control In: Ponds, Lakes, Reservoirs, Marshes, Bayous, Drainage Ditches, Non-Irrigation Canals, Rivers and Streams that are Quiescent or Slow Moving, Including Programs of the Tennessee Valley Authority	2.84 gallons (10.8 lbs. of acid equivalent) per acre foot	**Application Timing:** For best results, apply in spring or early summer when aquatic weeds appear. Check for weed growth in areas heavily infested the previous year. A second application may be needed when weeds show signs of recovery, but no later than mid-August in most areas. **Subsurface Application:** Apply this product undiluted directly to the water through a boat mounted distribution system. Shoreline areas should be treated by subsurface injection application by boat to avoid aerial drift. **Surface Application:** Use power operated boat mounted boom sprayer. If rate is less than 5 gallons per acre, dilute to a minimum spray volume of 5 gallons per surface acre. **Aerial Application:** Use drift control spray equipment or thickening agents mixed with spray to reduce drift. Apply through standard boom systems in a minimum spray volume of 5 gallons per surface acre. For Milfoil drift control spray systems, apply this product in a total spray volume of 12 to 15 gallons per acre. Apply to attain a concentration of 2 to 4 ppm (see table below).

*Alligare 2,4-D Amine contains 3.8 lbs. of acid equivalent per gallon of product.

Table 1. Amount of 2,4-D to Apply for a Target Subsurface Concentration

Surface Area	Average Depth	For typical conditions - 2 ppm (2,4-D ae/acre)	For typical conditions - 2 ppm (Alligare 2,4-D Amine gal/acre)	For difficult conditions*- 4 ppm (2,4-D ae/acre)	For difficult conditions*- 4 ppm (Alligare 2,4-D Amine gal/acre)
1 acre	1 ft.	5.4	1.42	10.8	2.84
	2 ft.	10.8	2.84	21.6	5.68
	3 ft.	16.2	4.26	32.4	8.52
	4 ft.	21.6	5.68	43.2	11.37
	5 ft.	27.0	7.10	54.0	14.21
*Examples include spot treatment of pioneer colonies of Eurasian Water Milfoil and certain difficult to control aquatic species.					

Restrictions and Limitations for Aquatic Sites with Submersed Weeds
Do not exceed 10.8 lbs. acid equivalent per acre foot.

Fish breathe oxygen in the water and a water-oxygen ratio must be maintained. Decaying weeds use up oxygen, but during the period when applications should be made, the weed mass is fairly sparse and the weed decomposition rate is slow enough that the water-oxygen ratio is not disturbed by treating the entire area at one time. If treatments must be applied later in the season when the weed mass is dense and repeat treatments are needed, apply product in lanes, leaving buffer strips which can then be treated when vegetation in treated lanes has disintegrated. During the growing season, weeds decompose in a 2 to 3 week period following treatment.

Do not apply within 21 days of previous application. Limited to 2 applications per season. When treating moving bodies of water, applications must be made while traveling upstream to prevent concentration of 2,4-D downstream from the application.

Coordination and approval of local and state authorities may be required, either by letter of agreement or issuance of special permits for such use.

WATER USE:

1. **Water for irrigation or sprays:**
   A. If treated water is intended to be used only for crops or non-crop areas that are

labeled for direct treatment with 2,4-D such as pastures, turf, or cereal grains, the treated water may be used to irrigate and/or mix sprays for these sites at anytime after the 2,4-D aquatic application.

B. Due to potential phytotoxicity and/or residue considerations, the following restrictions are applicable:
If treated water is intended to be used to irrigate or mix sprays for unlabeled crops, noncrop areas or other plants not labeled for direct treatment with 2,4-D, the water must not be used unless one of the following restrictions has been observed:
   i. A setback distance described in the Drinking Water Setback Table was used for the application, or,
   ii. A waiting period of 21 days from the time of application has elapsed, or,
   iii. An approved assay indicates that the 2,4-D concentration is 100 ppb (0.1 ppm) or less at the water intake. See Table 3 for the waiting period after application but before taking the initial sampling at water intake.

2. **Drinking water (potable water):**
   A. Consult with appropriate state or local water authorities before applying this product to public waters. State or local agencies may require permits. The potable water use restrictions on this label are to ensure that consumption of water by the public is allowed only when the concentration of 2,4-D in the water is less than the MCL (Maximum Contaminant Level) of 70 ppb. Applicators should consider the unique characteristics of the treated waters to assure that 2,4-D concentrations in potable water do not exceed 70 ppb at the time of consumption.
   B. For submersed weed applications, the drinking water setback distance from functioning potable water intakes are provided in Table 2. Drinking Water Setback Distance.
   C. If no setback distance from the Drinking Water Setback Table (Table 2) is used for the application, applicators or the authorizing organization must provide a drinking water notification and an advisory to shut off all potable water intakes prior to a 2,4-D application. Notification to the party responsible for a public water supply or to individual private water users must be done in a manner to assure that the party is aware of the water use restrictions when this product is applied to potable water. The following is an example of a notification via posting, but other methods of notification which convey the above restrictions may be used and may be required in some cases under state or local law or as a condition of a permit.

      Example:
      Posting notification should be located every 250 feet including the shoreline of the treated area and up to 250 feet of shoreline past the application site to include immediate public access points. Posting must include the day and time of application. Posting may be removed if analysis of a sample collected at the intake no sooner than stated in Table 3 shows that the concentration in the water is less than 70 ppb (100 ppb for irrigation or sprays), or after 21 days following application, whichever occurs first.

      Text of notification: Wait 21 days before diverting functioning surface water intakes from the treated aquatic site to use as drinking water, irrigation, or sprays, unless water at functioning drinking water intakes is tested no sooner than (insert days from Table 3) and is demonstrated by assay to contain not more than 70 ppb 2,4-D (100 ppb for irrigation or sprays). Application Date:_____ Time:_____
   D. Following each application of this product, treated water must not be used for drinking water unless one of the following restrictions has been observed:
      i. A setback distance described in the Drinking Water Setback Distance Table was used for the application, or,
      ii. A waiting period of at least 21 days from the time of application has elapsed, or,
      iii. An approved assay indicates that the 2,4-D concentration is 70 ppb (0.07 ppm) or less at the water intake. Sampling for drinking water analysis should occur no sooner than stated in Table 3. Analysis of samples must be completed by a laboratory that is certified under the Safe Drinking Water Act to perform drinking water analysis using a currently approved version of analytical Method Number 515, 555, other methods for 2,4-D as may be listed in Title 40 CFR, Part 141.24, or Method Number 4015 (immunoassay of 2,4-D) from U.S. EPA Test Methods for Evaluating Solid Waste SW-846.
   E. Note: Existing potable water intakes that are no longer in use, such as those replaced by a connection to a municipal water system or a potable water well, are not considered to be functioning potable water intakes.
   F. Drinking water setback distances do not apply to terrestrial applications of 2,4-D adjacent to water bodies with potable water intakes.

3. Except as stated above, there are no restrictions on using water from treated areas for swimming, fishing, watering livestock or domestic purposes.

Table 2. Drinking Water Setback Distance for Submersed Weed Application

Application Rate and Minimum Setback Distance (feet) from Functioning Potable Water Intake			
1 ppm*	2 ppm*	3 ppm*	4 ppm*
600	1200	1800	2400
*ppm acid equivalent target water concentration			

Table 3. Sampling for Drinking Water Analysis After 2,4-D Application for Submersed Weed Applications

Minimum Days After Application Before Initial Water Sampling at the Functioning Potable Water Intake			
1 ppm*	2 ppm*	3 ppm*	4 ppm*
5	10	10	14
*ppm acid equivalent target water concentration			

TANK MIXES

Read and follow the manufacturer's label requirements of each tank mix product used for precautionary statements, directions for use, geographic and other restrictions. If these requirements conflict with this product's label, do not use as a tank mix with this product. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions and precautionary language of the products in the mixture (for example, first aid from one product, spray drift management from another).

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Always store pesticides in a secured warehouse or storage building. Store at temperatures above 32°F. If allowed to freeze, warm to 40°F and remix thoroughly before using. This does not alter this product. Open containers in well-ventilated areas. Keep container tightly sealed when not in use. Do not stack cardboard boxes more than two pallets high. Do not store near open containers of fertilizer, seed or other pesticides.

PESTICIDE DISPOSAL: Pesticide wastes are toxic. If container is damaged or if pesticide has leaked, contain all spillage. Absorb and clean up all spilled material with granules or sand. Place in a closed, labeled container for proper disposal. Improper disposal of excess pesticide, spray mixtures, or rinsate is a violation of Federal law and may contaminate ground water. 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.

CONTAINER DISPOSAL:
NONREFILLABLE CONTAINERS: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. **Nonrefillable container ≤ 5 gallons:** 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 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. Then offer for recycling if available 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. **Nonrefillable > 5 gallons:** Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ 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 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.

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 application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then offer for recycling if available 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.

Local conditions may affect the uses of this chemical as shown on this label. Consult State Experiment Station or Extension Service weed specialists for specific recommendations for local weed problems and for information on possible lower dosages.
Use of this product in certain portions of California, Oregon, and Washington is subject to the January 22, 2004 Order for injunctive relief in Washington Toxics Coalition, et al. v. EPA, C0132C, (W.D. WA). For further information, please refer to EPA Web Site: http://www.epa.gov/espp.

LIMITED WARRANTY, TERMS OF SALE, AND LIMITATION OF LIABILITY

Upon purchase or use of this product, purchaser and user agree to the following terms:
Warranty: Alligare, LLC (the Company) warrants that this product conforms to the chemical description on the label in all material respects and is reasonably fit for the purpose referred to in the directions for use, subject to the exceptions noted below, which are beyond the Company's control. The Company makes no other representation or warranty, express or implied, concerning the product, including no implied warranty of merchantability or fitness for a particular purpose. To the extent consistent with applicable law, no such warranty shall be implied by law, and no agent or representative is authorized to make any such warranty on the Company's behalf.

Terms of Sale: The Company's directions for use of this product must be followed carefully. It is impossible to eliminate all risks inherently associated with use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, and the manner of use or application (including failure to adhere to label directions), all of which are beyond the Company's control. To the extent consistent with applicable law, all such risks are assumed by the user.

Limitation of Liability: To the extent consistent with applicable law, the exclusive remedy against the Company for any cause of action relating to the handling or use of this product is a claim for damages, and in no event shall damages or any other recovery of any kind exceed the price of the product which caused the alleged loss, damage, injury or other claim. To the extent consistent with applicable law, under no circumstances shall the Company be liable for any special, indirect, incidental or consequential damages of any kind, including loss of profits or income, and any such claims are hereby waived. Some states do not allow the exclusion or limitation of incidental or consequential damages.
The Company and the seller offer this product, and the purchaser and user accept this product, subject to the foregoing warranty, terms of sale and limitation of liability, which may be varied or modified only by an agreement in writing signed on behalf of the Company by an authorized representative.

EPA 20150918

Fort Bend County Pricing Form
Bid 23-030
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2023 through March 31, 2024

	Vendor Name: ↓
Herbicides	**Target Specialty Products**
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	**Bid Price**
2.5 gallon container	$24.50 / gallon
minimum order	2.5 gallons
returnable	No
30 gallon container	$25.60 / gallon
minimum order	30 gallons
returnable	No
270 gallon container	$23.20 / gallon
minimum order	270 gallons
returnable	No

Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	**Bid Price**
2.5 gallon container	$84.50 / gallon
minimum order	2.5 gallons
returnable	No
5 gallon container	$84.50 / gallon
minimum order	5 gallons
returnable	No
15 gallon container	NO BID
minimum order	N/A
returnable	N/A
30 gallon container	NO BID
minimum order	N/A
returnable	N/A
250 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #3: Dupont Oust Extra, price per pound	**Bid Price**
4 pound container	$53.00 / pound
minimum order	4 pounds
12 pound container	NO BID
minimum order	N/A
25 pound container	NO BID
minimum order	N/A

	Vendor Name: ↓
	Target Specialty Products
Item #4: Escort, price per ounce	**Bid Price**
1 oz. container	NO BID
minimum order	N/A
8 oz. container	NO BID
minimum order	N/A
16 oz. container	$6.10 / ounce
minimum order	16 ounces
64 oz. container	NO BID
minimum order	N/A

Item #5: Garlon 3A, price per gallon	**Bid Price**
2.5 gallon container	$86.50 / gallon
minimum order	2.5 gallons
returnable	No
5 gallon container	$86.50 / gallon
minimum order	5 gallons
returnable	No
30 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #6: Garlon 4 Ultra, price per gallon	**Bid Price**
Lawson # 8935	
2.5 gallon container	$111.50 / gallon
minimum order	2.5 gallons
returnable	No

	Vendor Name: ↓
	Target Specialty Products
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	**Bid Price**
2.5 gallon container	$33.60 / gallon
minimum order	2.5 gallons
returnable	No
Brand Bid	Ranger Pro
5 gallon container	$33.60 / gallon
minimum order	5 gallons
returnable	No
Brand Bid	Ranger Pro
30 gallon container	$30.56 / gallon
minimum order	30 gallons
returnable	No
Brand Bid	Ranger Pro
275 gallon container	NO BID
minimum order	N/A
returnable	N/A
Brand Bid	N/A
265 gallon container	$29.39 / gallon
minimum order	265 gallons
returnable	No
Brand Bid	Ranger Pro

Item #8: MSMA 6 Plus 47.60% Active, price per gallon	**Bid Price**
2.5 gallon container	$34.00 / gallon
minimum order	5 gallons
returnable	No

Item #9: Milestone VM, price per gallon	**Bid Price**
2.5 gallon container	$325.00 / gallon
minimum order	2.5 gallons
returnable	No

Item #10: Outrider, price per ounce	**Bid Price**
20 oz. container	NO BID
minimum order	N/A

Item #11: Pro-Mate Accuracy 30%, price per quart	**Bid Price**
1 quart container	NO BID
minimum order	N/A
returnable	N/A

	Vendor Name: ↓
	Target Specialty Products
Item #12: Rodeo Herbicide, price per gallon	**Bid Price**
2.5 gallon container	$54.86 / gallon
minimum order	2.5 gallons
returnable	No

Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon	**Bid Price**
2.5 gallon container	$41.02 / gallon
minimum order	2.5 gallons
returnable	No
30 gallon container	$38.02 / gallon
minimum order	30 gallons
returnable	No

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	N/A
returnable	N/A
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
30 gallon container	NO BID
minimum order	N/A
returnable	N/A
Brand Bid	N/A

Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon	**Bid Price**
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
Brand Bid	N/A

	Vendor Name: ↓
	Target Specialty Products
Item #16: Tordon 22K, price per gallon	**Bid Price**
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
5 gallon container	NO BID
minimum order	N/A
returnable	N/A
30 gallon container	NO BID
minimum order	N/A
returnable	N/A
250 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #17: Opensight by Dow AgroScience, price per ounce	**Bid Price**
20 oz bottle container	$6.047 / ounce
minimum order	20 ounces
Brand Bid	Opensight
1.25 pound container	$6.047 / ounce
minimum order	1.25 pounds
Brand Bid	Opensight
10 pound container	NO BID
minimum order	N/A
Brand Bid	N/A

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

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

	Vendor Name: ↓
	Target Specialty Products
Item #20: Plateau, price per gallon	**Bid Price**
1 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #21: Droplex Xtra, No Subs price per gallon	**Bid Price**
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #22: Vastlan, price per gallon	**Bid Price**
2.5 gallon container	$102.00 / gallon
30 gallon container	NO BID
minimum order	2.5 gallon
returnable	No

Item #23: Trycera Selective Herbicide, No Subs price per gallon	**Bid Price**
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
265 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #24: Dow Frequency, Bareground Herbicide, price per gallon	**Bid Price**
1 gallon container	NO BID
minimum order	N/A
returnable	N/A

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	N/A
returnable	N/A

	Vendor Name: ↓
	Target Specialty Products
Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon	**Bid Price**
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #27: Roundup Custom price per gallon	**Bid Price**
2.5 gallon container	$44.90 / gallon
minimum order	2.5 gallons
Brand Bid	Roundup Custom
returnable	No

Item #28: Method 240SL, price per gallon	**Bid Price**
2.5 gallon container	$343.04 / gallon
minimum order	2.5 gallons
20 gallon container	NO BID
minimum order	N/A
Brand Bid	Method 240SL

Item #29: Derigo (by Bayer Environmental Science), price per ounce	**Bid Price**
60 ounce container	$9.45 / ounce
minimum order	60 ounces
Brand Bid	Derigo

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	**Bid Price**
16 ounce container	$22.35 / ounce
minimum order	8 ounces
Brand Bid	Telar XP

Item #31: EcoMIGHT price per gallon	**Bid Price**
1 gallon container	NO BID
minimum order	N/A
2.5 gallon container	NO BID
minimum order	N/A
55 gallon container	NO BID
minimum order	N/A
Brand Bid	N/A

	Vendor Name: ↓
	Target Specialty Products
Item #32: 1% Solution, Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	NO BID
minimum order	N/A
returnable	N/A
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon	**Bid Price**
1 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #34: Liberate by Loveland Products, Inc., price per gallon	**Bid Price**
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #35: Esplanade, No Subs **price per gallon**	**Bid Price**
1 gallon container	NO BID
minimum order	N/A
returnable	N/A
2.5 gallon container	$1,437.44 / gallon
minimum order	2.5 gallons
returnable	No

Item #36: TerraVue, No Subs **price per ounce**	**Bid Price**
20 ounce container	NO BID
minimum order	N/A
returnable	N/A
10 pound case	$6.405 / ounce
minimum order	4.4 pounds
returnable	No

Insecticides	Vendor Name: ↓ Target Specialty Products
Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	**Bid Price**
1 case/400	$520.00 / case
minimum order	1 case

Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	**Bid Price**
1 case/220	$818.40 / case
minimum order	1 case

Item #39: Big Foot Dye SS, price per quart	**Bid Price**
1 quart container	$16.50 / quart
minimum order	12 quarts

Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	**Bid Price**
2.5 gallon container	$31.00 / gallon
minimum order	2.5 gallons
returnable	No
Brand Bid	Perm-X UL 4-4
5 gallon container	$31.00 / gallon
minimum order	5 gallons
returnable	No
Brand Bid	Perm-X UL 4-4
15 gallon container	NO BID
minimum order	N/A
returnable	N/A
Brand Bid	N/A
30 gallon container	$28.80 / gallon
minimum order	30 gallons
returnable	No
Brand Bid	Perm-X UL 4-4
55 gallon container	$26.00 / gallon
minimum order	55 gallons
returnable	Yes
Brand Bid	Perm-X UL 4-4
250 gallon container	NO BID
minimum order	N/A
returnable	N/A
Brand Bid	N/A
275 gallon container	$26.50 / gallon
minimum order	275 gallons
returnable	Yes
Brand Bid	Perm-X UL 4-4

	Vendor Name: ↓
	Target Specialt Products
Item #41: Mosquitomist One ULV, price per gallon	**Bid Price**
30 gallon container	NO BID
minimum order	N/A
returnable	N/A
55 gallon container	NO BID
minimum order	N/A
returnable	N/A
275 gallon container	NO BID
minimum order	N/A
returnable	N/A

Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	**Bid Price**
returnable	N/A
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
5 gallon container	$243.00 / gallon
minimum order	5 gallons
returnable	No
30 gallon container	$240.00 / gallon
minimum order	30 gallons
returnable	No
55 gallon container	$226.00 / gallon
minimum order	55 gallons
returnable	No

	Vendor Name: ↓
	Target Specialty Products
Item #43 Duet by Clarke Mosquito Control, price per gallon	**Bid Price**
2.5 gallon container	$254.00 / gallon
minimum order	2.5 gallons
returnable	No
Brand Bid	DeltaGard / Imperium
5 gallon container	$254.00 / gallon
minimum order	5 gallons
returnable	No
Brand Bid	DeltaGard / Imperium
30 gallon container	$249.00 / gallon
minimum order	30 gallons
returnable	Yes
Brand Bid	DeltaGard / Imperium
55 gallon container	NO BID
minimum order	N/A
returnable	N/A
Brand Bid	N/A
275 gallon container	$247.00 / gallon
minimum order	250 gallons
returnable	Yes
Brand Bid	DeltaGard / Imperium

Item #44: Mosquito Master 4-12, price per gallon	**Bid Price**
30 gallon container	NO BID
minimum order	N/A
55 gallon container	NO BID
minimum order	N/A
275 gallon container	NO BID
minimum order	N/A

Item #45: Natular DT Tablet Residential, 600/case, price per case	**Bid Price**
600 tablet case	$646.10 / case
minimum order	1 case (SumiLarv WSP)

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:
2023-984575

Date Filed:
02/16/2023

Date Acknowledged:
03/28/2023

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

Red River Specialties LLC.
Shreveport, LA United States

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

Fort Bend County

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

23-030
Herbicide Sales

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Azelis Americas	Westport, CT United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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:
2023-982774

Date Filed:
02/13/2023

Date Acknowledged:
03/28/2023

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.

B23-030
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:
2023-994513

Date Filed:
03/14/2023

Date Acknowledged:
03/28/2023

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.

B23-030
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:
2023-984346

Date Filed:
02/16/2023

Date Acknowledged:
03/28/2023

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.

B23-030
Term Contract for Weed, Brush, and Insect Control Chemicals BID 23-030

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 States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)