

**Fort Bend County Tabulation  
Bid 24-048  
Term Contract for Purchase of Weed, Brush and Insect Control Chemicals**

Term: through March 31, 2025

Recommended: Lowest Bidder per item

\*Tied items award drawn by Commissioners Court Members

**Herbicides**

<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Lason Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Red River Specialties LLC dba Azelis A&amp;ES Shreveport, LA</b>	<b>Clarke Mosquito Control Products, Inc. St. Charles, IL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX</b>	<b>Heritage Landscape Supply Group McKinney, TX</b>	<b>Nutrien Ag Solutions Houston, TX</b>	<b>Rentokil North America dba Target Specialty Products Houston, TX</b>	<b>SiteOne Landscape Supply Chicago, IL</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>
2.5 gallon container	8879	No Bid	\$ 14.98 gal.	No Bid	\$22.00	\$18.00	\$10.99	\$15.98 / gallon	No Bid	No Bid	\$14.00
minimum order			2.5 gal.		5 gal	5 gallons		2.5 gallons			50 gal
returnable			No		No	No		No			No
30 gallon container	8880	No Bid	\$ 14.28 gal.	No Bid	\$22.00	\$12.25	\$10.50	No Bid	No Bid	No Bid	\$13.50
minimum order			30 gal.		30 gal	30 gallons					120 gal
returnable			No		No	No					No
270 gallon container	10041	No Bid	14.00 gal.	No Bid	\$22.00	\$11.70	\$10.25	No Bid	No Bid	No Bid	\$13.00
minimum order			265 gal. container		265 gals	270 gallons					270 gal
returnable			No		Yes	No					No

<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Lason Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Red River Specialties LLC dba Azelis A&amp;ES Shreveport, LA</b>	<b>Clarke Mosquito Control Products, Inc. St. Charles, IL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX</b>	<b>Heritage Landscape Supply Group McKinney, TX</b>	<b>Nutrien Ag Solutions Houston, TX</b>	<b>Rentokil North America dba Target Specialty Products Houston, TX</b>	<b>SiteOne Landscape Supply Chicago, IL</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>
2.5 gallon container	8903	No Bid	\$ 63.85 gal.	No Bid	\$59.50	\$57.95	\$62.25	\$75.52 / gallon	\$88.00	No Bid	\$65.00
minimum order			2.5 gal.		5 gal	5 gallons		2.5 gallons	2.5 gallons		25 gal
returnable			No		No	No		No			No
5 gallon container	9678	No Bid	No Bid	No Bid	No Bid	No Bid	\$64.00	\$75.52 / gallon	No Bid	No Bid	No Bid
minimum order								5 gallons			
returnable								No			
15 gallon container	8904	No Bid	\$ 63.48 gal.	No Bid	No Bid	No Bid	\$63.00	No Bid	No Bid	No Bid	No Bid
minimum order			15 gal.								
returnable			No								
30 gallon container	9679	No Bid	\$ 63.28 gal.	No Bid	No Bid	No Bid	\$63.00	No Bid	No Bid	No Bid	\$64.50
minimum order			30 gal.								120 gal
returnable			No								No
250 gallon container	9680	No Bid	No Bid	No Bid	No Bid	No Bid	\$61.05	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											

<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Lason Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Red River Specialties LLC dba Azelis A&amp;ES Shreveport, LA</b>	<b>Clarke Mosquito Control Products, Inc. St. Charles, IL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX</b>	<b>Heritage Landscape Supply Group McKinney, TX</b>	<b>Nutrien Ag Solutions Houston, TX</b>	<b>Rentokil North America dba Target Specialty Products Houston, TX</b>	<b>SiteOne Landscape Supply Chicago, IL</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>
4 pound container	8910	No Bid	\$ 25.88 lb.	No Bid	\$34.50	\$30.95	\$26.45	\$47.35 / pound	No Bid	No Bid	\$30.00
minimum order			4 lbs.		4lb	4 pounds		4 pounds			64 lb
12 pound container	8911	No Bid	25.88 lb.	No Bid	No Bid	No Bid	\$26.45	No Bid	No Bid	No Bid	\$30.00
minimum order			12 lbs.								48 lb
25 pound container	9682	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.45	No Bid	No Bid	No Bid	No Bid
minimum order											

<b>Item #4: Escort, price per Ounce</b>	<b>Lason Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Red River Specialties LLC dba Azelis A&amp;ES Shreveport, LA</b>	<b>Clarke Mosquito Control Products, Inc. St. Charles, IL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX</b>	<b>Heritage Landscape Supply Group McKinney, TX</b>	<b>Nutrien Ag Solutions Houston, TX</b>	<b>Rentokil North America dba Target Specialty Products Houston, TX</b>	<b>SiteOne Landscape Supply Chicago, IL</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>
1 oz. container	8920	No Bid	No Bid	No Bid	No Bid	\$2.49	\$2.01	No Bid	No Bid	No Bid	No Bid
minimum order						8 oz					
8 oz. container	9683	No Bid	\$ 2.28 oz.	No Bid	No Bid	\$2.49	\$2.01	\$2.97 / ounce	No Bid	No Bid	\$2.95
minimum order			8 oz.			8 oz		8 ounces			64 oz
16 oz. container	8921	No Bid	\$ 2.28 oz.	No Bid	\$4.00	\$2.49	\$2.01	No Bid	No Bid	No Bid	\$2.90
minimum order			16.oz.		1 case	16 oz					128 oz
64 oz. container	9684	No Bid	\$ 2.20 oz.	No Bid	\$3.90	\$2.49	\$2.01	No Bid	No Bid	No Bid	No Bid
minimum order			64 oz.		1 case	64 oz					

<b>Item #5: Garlon 3A, price per gallon</b>	<b>Lason Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Red River Specialties LLC dba Azelis A&amp;ES Shreveport, LA</b>	<b>Clarke Mosquito Control Products, Inc. St. Charles, IL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises, LLC Waller, TX</b>	<b>Heritage Landscape Supply Group McKinney, TX</b>	<b>Nutrien Ag Solutions Houston, TX</b>	<b>Rentokil North America dba Target Specialty Products Houston, TX</b>	<b>SiteOne Landscape Supply Chicago, IL</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>
2.5 gallon container	8930	No Bid	\$ 60.30 gal.	No Bid	\$62.75	\$65.96	\$42.00	\$76.90 / gallon	\$88.00	\$80.00	\$62.00
minimum order			2.5 gal.		5 gal	5 gallons		2.5 gallons	1 container	2 containers	100 gal
returnable			No		No	No		No		No	No
5 gallon container	8931	No Bid	No Bid	No Bid	No Bid	No Bid	\$44.00	\$76.90 / gallon	No Bid	No Bid	No Bid
minimum order								5 gallons			
returnable								No			
30 gallon container	8932	No Bid	\$ 60.30 gal.	No Bid	\$62.75	\$65.96	\$40.00	No Bid	No Bid	No Bid	\$62.00
minimum order			30 gal.		30 gals	30 gallons					120 gal
returnable			No		No	No					No

Item #6: Garlon 4 Ultra, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	14140	No Bid	\$ 75.01 gal.	No Bid	\$80.50	\$84.67	\$52.00	\$49.26 / gallon	No Bid	\$90.23	\$76.75
minimum order			2.5 gal.		5 gal	5 gallons		2.5 gallons		2 containers	50 gal
returnable			No		No	No		No		No	No

Item #7: Glyphosate 41%+14% Surfactant, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	8942	No Bid	\$ 16.18 gal.	No Bid	\$16.85	\$14.65	\$12.65	\$17.60 / gallon	\$17.75	\$25.22	\$14.50
minimum order			2.5 gal.		5 gal	5 gallons		2.5 gallons	1 2.5 container	2 containers	50 gal
returnable			No		No	No		No	No	No	No
Brand Bid			Ranger Pro		Ranger Pro	Ranger Pro	GLYSTAR	Ranger Pro	Ranger Pro	Ranger Pro	Gly Star Plus
5 gallon container	10060	No Bid	No Bid	No Bid	No Bid	No Bid	\$13.00	\$17.60 / gallon	No Bid	No Bid	No Bid
minimum order								5 gallons			
returnable								No			
Brand Bid							GLYSTAR	Ranger Pro			
30 gallon container	8943	No Bid	\$ 16.00 gal.	No Bid	\$16.50	\$14.05	\$12.20	\$16.90 / gallon	\$16.90	\$20.67	\$15.50
minimum order			30 gal.		30 gals	30 gallons		30 gallons	1 30 gal container	\$1.00	150 gal
returnable			No		No	No		No	No	No	No
Brand Bid			Ranger Pro		Ranger Pro	Ranger Pro	GLYSTAR	Ranger Pro	Ranger Pro	Ranger Pro	Gly Star Plus
275 gallon container	10063	No Bid	No Bid	No Bid	No Bid	No Bid	\$12.00	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid							GLYSTAR				
265 gallon container	9688	No Bid	\$ 15.78 gal.	No Bid	\$16.10	\$13.56	\$12.50	\$16.30 / gallon	\$16.50	No Bid	\$15.25
minimum order			265 gal.		265 gals	265 gallons		265 gallons	1 tote		265 gal
returnable			No		Yes	No		No	No		No
Brand Bid			Ranger Pro		Ranger Pro	Ranger Pro	GLYSTAR	Ranger Pro	Ranger Pro		Gly Star Plus

Item #8: MSMA 6 Plus 47.60% Active, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	8953	No Bid	\$ 34.88 gal.	No Bid	\$33.80	\$29.98	\$25.99	\$38.88 / gallon	\$38.00	\$48.00	No Bid
minimum order			2.5 gal.		5 gals	5 gallons		2.5 gallons	1 container	2 containers	
returnable			No		No	No		No	No	No	

Item #9: Milestone VM, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	8955	No Bid	\$ 329.00 gal.	No Bid	\$329.00	\$329.00	\$329.00	\$329.00 / gallon	No Bid	No Bid	\$325.00
minimum order			2.5 gal.		5 gals	5 gallons		2.5 gallons			5 gal
returnable			No		No	No		No			No

Item #10: Outrider, price per ounce	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
20 oz. container	8961	No Bid	\$ 15.20 oz	No Bid	\$284.00	\$287.23	\$12.99	\$19.40 / ounce	No Bid	\$21.11	\$14.00
minimum order			20 oz.		1 container	20 oz		20 ounces		10 Bottles	20 oz

Item #11: Pro-Mate Accuracy 30%, price per quart	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 quart container	8966	No Bid	\$ 13.98 qt.	No Bid	No Bid	No Bid	\$24.00	No Bid	No Bid	No Bid	No Bid
minimum order			1 quart								
returnable			No / Bidding Elite Secure Ultra								

Item #12: Rodeo Herbicide, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	8971	No Bid	No Bid	No Bid	No Bid	\$22.57	AQUNEAT - \$19.70	\$30.96 / gallon	No Bid	No Bid	No Bid
minimum order						5 gallons	RODEO DISCONTIUNED	2.5 gallons			
returnable						No		No			

Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	8974	No Bid	\$ 21.48 gal.	No Bid	\$19.85	\$17.96	\$20.55	\$24.64 / gallon	\$25.00	\$39.14	\$20.00
minimum order			2.5 gal.		5 gals	5 gallons		2.5 gallons	1 container	2 containers	100 gal
returnable			No		No	No		No	No	No	No
30 gallon container	8975	No Bid	\$ 21.00 gal.	No Bid	\$19.20	\$17.30	\$19.75	\$23.74 / gallon	\$23.50	No Bid	\$19.50
minimum order			30 gal.		30gals	30 gallons		30 gallons	1 container		120 gal
returnable			No		No	No		No	No		No



Item #17: Opensight by Dow AgroScience, price per ounce	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
20 oz bottle container	9010	No Bid	No Bid	No Bid	\$6.13	\$6.12	\$98.00	\$6.125 / ounce	No Bid	No Bid	\$6.13
minimum order					1 case	20 oz		20 ounces			7.5 lb or 120 oz
Brand Bid					Opensight	Opensight	Dow Opensight	Opensight			Opensight
1.25 pound container	9011	No Bid	\$ 98.00/ lb.	No Bid	\$6.13	\$6.12	\$98.00	\$6.125 / ounce	No Bid	No Bid	\$6.13
minimum order			1 bottle		1 case	1.25 pounds		20 ounces / 1.25 lbs			7.5 lb or 120 oz
Brand Bid			Opensight		Opensight	Opensight	Dow Opensight	Opensight			Opensight
10 pound container	9700	No Bid	\$ 98.00/ lb.	No Bid	No Bid	\$6.12	\$98.00	No Bid	No Bid	No Bid	\$6.13
minimum order			10 lbs.			10 pounds					10 lb
Brand Bid			1 bottle				Dow Opensight				Opensight

Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	10461	No Bid	No Bid	No Bid	\$22.50	No Bid	*\$15.50	No Bid	No Bid	No Bid	No Bid
minimum order					5 gals						
returnable					No						

\*Disqualified this item does not allow subs

Item #19: Hardball, 2,4-D Acid, No Subs price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	10462	No Bid	No Bid	No Bid	\$35.00	No Bid	*\$25.00	No Bid	No Bid	No Bid	No Bid
minimum order					5 gals						
returnable					No						
30 gallon container	10463	No Bid	No Bid	No Bid	No Bid	No Bid	*\$22.00	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											

\*Disqualified this item does not allow subs

Item #20: Plateau, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 gallon container	11505	No Bid	\$118.44	No Bid	\$112.00	\$133.00	\$100.05	\$136.90 / gallon	\$147.00	\$170.00	\$119.00
minimum order			1 gal.		1 case	4 gallons		2.5 gallons	1 container	2 containers	4 gal
returnable			No		No	No			No	No	No

Item #21: Droplex Xtra, No Subs price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	13127	No Bid	No Bid	No Bid	No Bid	\$40.00	\$24.00	No Bid	No Bid	No Bid	No Bid
minimum order						5 gallons					
returnable						No					

Item #22: Vastlan, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	13128	No Bid	\$ 105.00/ gal.	No Bid	\$105.00	\$105.00	\$105.00	\$105.00 / gallon	No Bid	No Bid	\$102.00
minimum order								2.5 gal			60 gal
30 gallon container	13129	No Bid	\$ 105.00/ gal.	No Bid	\$105.00	\$105.00	\$105.00	No Bid	No Bid	No Bid	\$102.00
minimum order			1 container 2.5 or 30 gal.		30 gal	5 gallons					60 gal
returnable			No		No	No		No			No

Item #23: Trycera Selective Herbicide, No Subs price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	13121	No Bid	No Bid	No Bid	\$90.00	No Bid	*\$80.00	No Bid	No Bid	No Bid	No Bid
minimum order					5 gals						
returnable					No						
265 gallon container	14356	No Bid	No Bid	No Bid	\$83.00	No Bid	*\$78.00	No Bid	No Bid	No Bid	No Bid
minimum order					\$265.00						
returnable					Yes						

\*Disqualified this item does not allow subs

Item #24: Dow Frequency, Bareground Herbicide, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 gallon container	10472	No Bid	\$679.00	No Bid	\$606.43	No Bid	\$606.03	No Bid	No Bid	No Bid	No Bid
minimum order			1 gal.		1 case						
returnable			No		No						

Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	10471	No Bid	No Bid	No Bid	\$22.50/Induce pH	\$25.00	\$21.05	No Bid	No Bid	No Bid	No Bid
minimum order					5 gals	5 gallons					
returnable					No	No					



Item #30: Telar XP (by Bayer Environmental Science), price per ounce	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
16 ounce container	14144	No Bid	\$ 14.60 oz.	No Bid	\$17.20	\$13.97	\$13.45	\$20.32 / ounce	No Bid	No Bid	\$13.50
minimum order			8 oz. container		1 case	16 oz		8 oz			64 oz
Brand Bid			Telar XP		Telar XP	Telar XP	Envu Telar XP	Telar XP			Telar

Item #31: EcoMIGHT price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 gallon container	16138	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
2.5 gallon container	16139	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
55 gallon container	16140	No Bid	No Bid	No Bid	No Bid	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	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 gallon container	10468	No Bid	No Bid	No Bid	\$35.00/Accuracy	No Bid	\$11.95	No Bid	No Bid	No Bid	No Bid
minimum order					1 case						
returnable					No						
2.5 gallon container	10469	No Bid	\$ 10.88/ gal.	No Bid	No Bid	No Bid	\$11.95	No Bid	No Bid	No Bid	No Bid
minimum order			2.5 gal.								
returnable			No								

Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon A387	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 gallon container	10470	No Bid	No Bid	No Bid	\$51.00/Justified	\$55.00	\$28.99	\$38.36 / gallon	No Bid	No Bid	No Bid
minimum order					5gal	4 gallons		2.5 gallons			
returnable					No	No		No			
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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	12054	No Bid	No Bid	No Bid	No Bid	No Bid	\$19.99	\$39.80 / gallon	No Bid	No Bid	No Bid
minimum order								2.5 gallons			
returnable								No			

Item #35: Esplanade, No Subs price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 gallon container	16141	No Bid	No Bid	No Bid	\$415.36/quart	No Bid	\$1,509.12	\$415.36 / quart	No Bid	No Bid	No Bid
minimum order					1 case			1 quart / 32 ounces			
returnable					No			No			
2.5 gallon container	16142	No Bid	1,509.12/ gal.	No Bid	\$1,509.12	\$1,509.12	\$1,509.12	\$1,509.12 / gallon	No Bid	\$1,820.43	\$1,509.12
minimum order			2.5 gal.		5 gals	2.5 gallons		2.5 gallons		1 container	2.5 gal
returnable			No		No	No		No		No	No

Item #36: TerraVue, No Subs price per ounce	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
20 ounce container	16143	No Bid	\$ 104.00/ lb.	No Bid	\$6.50	No Bid, container size not available	\$6.50/oz	\$6.5625 / ounce	No Bid	No Bid	No Bid
minimum order			1 bottle / 1.1 lb.		1 case			70.4 ounces / 4.4 lbs			
returnable			No		No			No			
10 pound container	16144	No Bid	\$ 104.00/ lb.	No Bid	No Bid	\$6.50	104.00/lb	\$6.5625 / ounce	No Bid	No Bid	\$6.50
minimum order			1 bottle / 10 lbs.			10 pounds		70.4 ounces / 4.4 lbs			20 lb
returnable			No			No		No			No

**Insecticides**

Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 case/400	8890	No Bid	No Bid	\$536.00	No Bid	\$692.48	No Bid	\$536.00 / case	No Bid	\$536.00	No Bid
minimum order				1 case		1 case		1 case		1 case	

Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 case/220	8891	No Bid	No Bid	\$842.60	No Bid	No Bid	No Bid	\$842.60 / case	No Bid	\$842.60	No Bid
minimum order				1 case				1 case		1 case	

Item #39: Big Foot Dye SS, price per quart	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 quart container	8905	No Bid	No Bid	No Bid	\$23.45	\$11.25	No Bid	\$25.35 / quart	No Bid	No Bid	No Bid
minimum order					1 case	12 quarts		1 quart			

Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCA USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	8922	\$27.35/gal	No Bid	No Bid	No Bid	\$29.00	No Bid	\$36.90 / gallon	No Bid	\$27.27	No Bid
minimum order		5 gallon (2x2.5 gl case)				5 gallons		2.5 gallons		2 units	
returnable		No				No		No		No	
Brand Bid		PermaSease 4-4				Perm- X 4-4		Perm-X UL 4-4		Kontrol 4-4	
5 gallon container	8923	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$36.90 / gallon	No Bid	No Bid	No Bid
minimum order								5 gallons			
returnable								No			
Brand Bid								Perm-X UL 4-4			
15 gallon container	10050	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
30 gallon container	8924	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$48.16 / gallon	No Bid	\$27.27	No Bid
minimum order								30 gallons		1 unit	
returnable								Yes		No	
Brand Bid								Permanone RTU		Kontrol 4-4	
55 gallon container	8925	\$26.94/gal	No Bid	\$1,870.00	No Bid	\$24.42	No Bid	\$28.00 / gallon	No Bid	\$27.27	No Bid
minimum order		55 gallon drum		1 each 55 gallon drum		55 gallons		55 gallons		1 unit	
returnable		No		No		No		Yes		No	
Brand Bid		PermaSease 4-4		Perm-X 4-4		Perm- X 4-4		Perm-X UL 4-4		Kontrol 4-4	
250 gallon container	8926	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
275 gallon container	8927	\$25.93/gal	No Bid	\$9,350.00	No Bid	No Bid	No Bid	\$26.60 / gallon	No Bid	\$27.27	No Bid
minimum order		275 gallon tote		1 each 275 gallon tote				275 gallons		1 unit	
returnable		No		No				Yes		Yes	
Brand Bid		PermaSease 4-4		Perm-X 4-4				Perm-X UL 4-4		Kontrol 4-4	

Item #41: Mosquitomist One ULV price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCA USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
30 gallon container	8958	No Bid	No Bid	\$2,634.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order				1 each 30 gallon drum							
returnable				Yes							
55 gallon container	8959	No Bid	No Bid	\$4,781.92	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order				1 each 55 gallon drum							
returnable				Yes							
275 gallon container	8960	No Bid	No Bid	\$22,550.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order				1 each 275 gallon S/S tote							
returnable				Yes							

Item #42: PyreNone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	8968	No bid	No bid	No bid	No bid	No bid	No bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
5 gallon container	8969	\$246.15/gal	No bid	No bid	No bid	No bid	No bid	\$250.00	No Bid	\$218.96	No Bid
minimum order		5 gallon pail						5 gal		1 unit	
returnable		Not returnable -Brand Evergreen 5-25 Gound						No		No	
30 gallon container	8970	No bid	No bid	No bid	No bid	No bid	No bid	\$245.00	No Bid	\$218.96	No Bid
minimum order								30 gal		1 unit	
returnable								No		No	
55 gallon container	8957	\$229.00/gal	No bid	No bid	No bid	No bid	No bid	\$230.00	No Bid	\$211.47	No Bid
minimum order		55 gallon drum						55 gal		1 unit	
returnable		Not returnable -Brand Evergreen 5-25 Gound						No		No	

Item #43 Duet by Clarke Mosquito Control, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container	9005	No Bid	No Bid	\$550.00	No Bid	No Bid	No Bid	\$277.50 / gallon	No Bid	\$98.14	No Bid
minimum order				1 each 2-1/2 gallon jug				2.5 gallons		2 units	
returnable				No				No		No	
Brand Bid				Duet				DeltaGard and		Zenivex E4	
5 gallon container	9006	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$277.50 / gallon	No Bid	No Bid	No Bid
minimum order								5 gallons			
returnable								No			
Brand Bid								DeltaGard and			
30 gallon container	9007	No Bid	No Bid	\$6,388.80	No Bid	No Bid	No Bid	\$270.50 / gallon	No Bid	\$95.04	No Bid
minimum order				1 each 30 gallon drum				30 gallons		1 unit	
returnable				Yes				Yes		Yes	
Brand Bid				Duet				DeltaGard and		Zenivex E4	
55 gallon container	9008	No Bid	No Bid	\$11,211.64	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order				1 each 55 gallon drum							
returnable				Yes							
Brand Bid				Duet							
275 gallon container	9009	No Bid	No Bid	\$55,787.60	No Bid	No Bid	No Bid	\$268.50 / gallon	No Bid	\$88.50	No Bid
minimum order				1 each 275 gallon S/S tote				250 gallons		1 unit	
returnable				Yes				Yes		Yes	
Brand Bid				Duet				DeltaGard and		Zenivex E4	



Item #47: Fyfanon EW (40.9% malathion), price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container		\$74.32/gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order		2.5 gallon jug									
returnable		No									
Brand Bid		Fyfanon EW ULV									
5 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
15 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
30 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
55 gallon container		\$70.32/gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order		50 gallons (note: 50 gallons in a 55 gal drum)									
returnable		Yes - min. 10 drums									
Brand Bid		Fyfanon EW ULV									
250 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
275 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											

Item #48: Vectobac WDG, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.50 / pound	No Bid	No Bid	No Bid
minimum order								25 pounds			
returnable								No			
Brand Bid								Fallout WDG			
5 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.50 / pound	No Bid	No Bid	No Bid
minimum order								25 pounds			
returnable								No			
Brand Bid								Fallout WDG			
15 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.50 / pound	No Bid	No Bid	No Bid
minimum order								25 pounds			
returnable								No			
Brand Bid								Fallout WDG			
30 gallon container		\$45.13/lb	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.50 / pound	No Bid	No Bid	No Bid
minimum order		25 lb drum						25 pounds			
returnable		No						No			
Brand Bid		Vectobac WDG OMRI						Fallout WDG			
55 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.50 / pound	No Bid	\$36.23	No Bid
minimum order								25 pounds		1 unit	
returnable								No		No	
Brand Bid								Fallout WDG		AquaBac WDG 3000	
250 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.50 / pound	No Bid	No Bid	No Bid
minimum order								25 pounds			
returnable								No			
Brand Bid								Fallout WDG			
275 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$26.50 / pound	No Bid	No Bid	No Bid
minimum order								25 pounds			
returnable								No			
Brand Bid								Fallout WDG			

Item #49: Altosid Liquid SR-20, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container		No Bid	No Bid	\$2,620.00	No Bid	No Bid	No Bid	\$1,048.20 / gallon	No Bid	\$1,048.20	No Bid
minimum order				2 X 2-1/2 gallon case				5 gallons		2 units	
returnable				No				No		No	
Brand Bid				ALTOSID SR-20				Altosid Liquid Concentrate SR-20		Altosid Liquid SR-20	
5 gallon container		No Bid	No Bid	\$5,241.00	No Bid	No Bid	No Bid	\$1,048.20 / gallon	No Bid	No Bid	No Bid
minimum order				1 each 2 X 2-1/2 gallon case				5 gallons			
returnable				No				No			
Brand Bid				ALTOSID SR-20				Altosid Liquid Concentrate SR-20			
15 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
30 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
55 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
250 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
275 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											

Item #50: Vectobac 12AS, price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container		\$39.95/gal	No Bid	No Bid	No Bid	\$53.50	No Bid	\$34.30 / gallon	No Bid	\$46.15	No Bid
minimum order		5 gallons (2x2.5 gal case)				5 gallons		2.5 gallons		2 units	
returnable		No				No		No		No	
Brand Bid		Vectobac 12AS				Vectobac 12AS		Fallout LQ		AquaBac XT	
30 gallon container		\$39.95/gal	No Bid	No Bid	No Bid	No Bid	No Bid	\$34.30 / gallon	No Bid	\$46.15	No Bid
minimum order		30 gallon drum						30 gallons		1 unit	
returnable		No						No		No	
Brand Bid		Vectobac 12AS						Fallout LQ		AquaBac XT	
264 gallon container		\$39.95/gal	No Bid	No Bid	No Bid	No Bid	No Bid	\$34.30 / gallon	No Bid	\$46.15	No Bid
minimum order		264 gallon tote						250 gallons		1 unit ( 250 gals)	
returnable		No						No		No	
Brand Bid		Vectobac 12AS						Fallout LQ		AquaBac XT	

Item #51: Sumilarv 0.5G WSP, price per bag	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
1 KG bag		No Bid	No Bid	\$481.28	No Bid	No Bid	No Bid	\$64.61 / 1 kg bag (40 pouches)	No Bid	\$64.61	No Bid
minimum order				case/10P/50X10g				1 kg bag (40 pouches)		1 unit	
returnable				No				No		No	
Brand Bid				NATULAR G30 WSP				Sumilarv WSP		Sumilarv 0.5 WSP	
5 KG bag		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$233.20 / 5 kg bag	No Bid	\$233.20	No Bid
minimum order								2 x 5kg bags (one case)		1 unit	
returnable								No		No	
Brand Bid								Sumilarv 0.5G		Sumilarv 0.5 g	

Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide), price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container		No Bid	No Bid	\$370.00	No Bid	\$299.95	No Bid	\$130.00/gallon	No Bid	\$139.23	No Bid
minimum order				2X2-1/2 gallon case		5 gallons		2.5 gallons		2 unit	
returnable				No		No		No		No	
Brand Bid				Aqua Perm-X 30-30		Aqua Perm-X UL 30-30		Aqua Perm-X UL 30-30		AquaPerm-X UL or Aqua Kontrol	
5 gallon container		No Bid	No Bid	\$740.00	No Bid	No Bid	No Bid	\$130.00 / gallon	No Bid	No Bid	No Bid
minimum order				2X2-1/2 gallon case				5 gallons			
returnable				No				No			
Brand Bid				Aqua Perm-X 30-30				Aqua Perm-X UL 30-30			
15 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
30 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$130.00 / gallon	No Bid	\$139.23	No Bid
minimum order								30 gallons		1 unit	
returnable								Yes		No	
Brand Bid								Aqua-Reslin		Aqua Kontrol	
55 gallon container		No Bid	No Bid	\$8,140.00	No Bid	No Bid	No Bid	\$124.00 / gallon	No Bid	\$139.23	No Bid
minimum order				1 each 55 gallon drum				55 gallons		1 unit	
returnable				No				Yes		No	
Brand Bid				Aqua Perm-X 30-30				Aqua Perm-X UL 30-30		Aqua Perm-X UL	
250 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
275 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$139.23	No Bid
minimum order										1 unit	
returnable										Yes	
Brand Bid										Aqua Kontrol (special request)	

Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide), price per gallon	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2.5 gallon container		\$145.00/gal	No Bid	No Bid	No Bid	No Bid	No Bid	\$142.00 / gallon	No Bid	\$149.96	No Bid
minimum order		5 gallons (2x2.5 gal case)						1 gallon		2 units	
returnable		No						No		No	
Brand Bid		PermaSease 31-67						Permanone 31-66		Kontrol 31-67	
5 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
15 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
30 gallon container		\$145.00/gal	No Bid	No Bid	No Bid	No Bid	No Bid	\$140.00 / gallon	No Bid	\$149.96	No Bid
minimum order		30 gallon drum						30 gallons		1 unit	
returnable		No						Yes		No	
Brand Bid		PermaSease 31-67						Permanone 31-66		Kontrol 31-67orPerm-X UL 31-66	
55 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
250 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
275 gallon container		\$145.00/gal	No Bid	No Bid	No Bid	No Bid	No Bid	\$140.00 / gallon	No Bid	\$149.96	No Bid
minimum order		275 gal tote						275 gallons		1 unit	
returnable		No						Yes		No	
Brand Bid		PermaSease 31-67						Permanone 31-66		Perm-X UL 31-66	

Item #54: Smmit Mosquito Dunks (Bti, 10.31%), price per dunk	Lason Number	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	Heritage Landscape Supply Group McKinney, TX	Nutrien Ag Solutions Houston, TX	Rentokil North America dba Target Specialty Products Houston, TX	SiteOne Landscape Supply Chicago, IL	ES OPCO USA LLC dba Vesperis Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA
2 Pack		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5.32 / 2-pack	No Bid	\$5.15	No Bid
minimum order								12 x 2-packs (one case)		12 units	
returnable								No		No	
Brand Bid								Summit Mosquito Dunks		Summit	
6 Pack		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$7.74 / 6-pack	No Bid	\$8.19	No Bid
minimum order								12 x 6-packs (one case)		12 units	
returnable								No		No	
Brand Bid								Summit Mosquito Dunks		Summit	
12 Pack		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order											
returnable											
Brand Bid											
20 Pack		No Bid	No Bid	\$21.92	No Bid	No Bid	No Bid	\$19.00 / 20-pack	\$0.80	\$20.00	No Bid
minimum order				5 each - 20 pack				5 x 20-pack (one case)	Pack of 20	5 units	
returnable				No				No		No	
Brand Bid				SUMMIT BTI				Summit Mosquito Dunks		AMVAC	



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8

Legal Company Name (top line of W9)	ADAPCO, LLC												
Business Name (if different from legal name)													
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?										
Federal ID # or S.S. #	59-2574523	SAM.gov Unique Entity ID # CEPEATYY6ZG8											
SAM.gov CAGE / NCAGE	OLM71												
Publicly Traded Business	<input type="checkbox"/> No	Azelis Americas as Parent Company only: <input checked="" type="checkbox"/> Yes Ticker Symbol <u>Bloomberg</u> : AZE.BB ; Reuters: AZE.BR											
Remittance Address	PO Box 736662												
City/State/Zip	Dallas, TX 75373-6662												
Physical Address	100 Colonial Center Parkway, Ste 170												
City/State/Zip	Lake Mary, FL 32746												
Phone Number	(407) 328-6519 or (800) 367-0659												
E-mail	aes.vectorbids@azelis.com												
Contact Person	Kathy Russell or Colton Cooper												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	<b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
Cert Date	Exp Date												
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Company's gross annual receipts	<input type="checkbox"/> <\$500,000 <input type="checkbox"/> \$5,000,000-\$16,999,999	<input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000											
NAICs codes (Please enter all that apply)	424910; 333111; 3334511; 325320; 64545; 334511; 98872; 52320; 334513; 562710												
Signature of Authorized Representative													
Printed Name	Andy Pierce												
Title	Sr. VP of Sales												
Date	03/12/2024												

**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 24-048**

**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, March 19, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov)

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

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

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, March 12, 2024 at 11:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder:

the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: AP

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: \_\_\_\_\_

*Handwritten initials*

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: AP

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: MP

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: AT

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: AP

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

Initials of Bidder: AS

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, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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](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: B24-048.
  - 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:     *AW*

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: 

**Contract Sheet  
Bid 24-048**

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

This memorandum of agreement made and entered into on the 14 day of May, 2024,  
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 ADAPCO, LLC (hereinafter designated Contractor).  

(company name)


WITNESSETH:

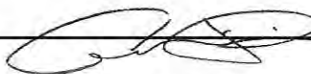
The Contractor and the County agree that the bid and specifications for the **Weed, Brush, and Insect Control Chemicals**. Are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing 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 14 day of May 2024.

**Fort Bend County, Texas**

By:   
County Judge, KP George

By:   
Signature of Contractor

By: Andy Pierce, Sr. VP of Sales  
Printed Name and Title

# Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific Instructions on page 2.

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

Social security number									

or

Employer identification number									

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

**Part II Certification**

Under penalties of perjury, I certify that:

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.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**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](http://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)(ii). 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.

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**ADAPCO LLC**

**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.  
**100 Colonial Center Parkway Suite 170**

**6** City, state, and ZIP code  
**Lake Mary, FL 32746**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
5	9		-	2	5	7	4	5	2	3

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**    Signature of U.S. person ▶ *Joseph Balducci, Controller*    Date ▶ *2/1/2024*

**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](http://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.*

**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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

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

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

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

ADAPCO, LLC

(Company/Contractor)

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

  
\_\_\_\_\_  
Contractor Signature

03/12/2024

\_\_\_\_\_  
Date

Andy Pierce  
\_\_\_\_\_  
Printed Name

Sr. VP of Sales  
\_\_\_\_\_  
Title



**Fort Bend County Pricing Form**

**Bid 24-048**

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

**Term: April 1, 2024 through March 31, 2025**

<b>Herbicides</b>	<b>Vendor Name: ↓</b>
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>ADAPCO, LLC</b>
	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
270 gallon container	
minimum order	
returnable	
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
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	
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	
minimum order	
12 pound container	
minimum order	
25 pound container	
minimum order	

	<b>Vendor Name: ↓</b>
	<b>ADAPCO, LLC</b>
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	
minimum order	
8 oz. container	
minimum order	
16 oz. container	
minimum order	
64 oz. container	
minimum order	
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	
minimum order	
returnable	
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
Brand Bid	
5 gallon container	
minimum order	
returnable	
Brand Bid	
30 gallon container	
minimum order	
returnable	
Brand Bid	
275 gallon container	

	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
minimum order	
returnable	
Brand Bid	
265 gallon container	
minimum order	
returnable	
Brand Bid	
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	
minimum order	
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	
minimum order	
returnable	
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>ADAPCO, LLC</b>
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
1 gallon container	
minimum order	
returnable	
2.5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
Brand Bid	
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
Brand Bid	
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
250 gallon container	
minimum order	
returnable	
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	
minimum order	
Brand Bid	
1.25 pound container	
minimum order	
Brand Bid	
10 pound container	
minimum order	
Brand Bid	

	<b>Vendor Name: ↓</b>
	<b>ADAPCO, LLC</b>
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
<b>Item #20: Plateau, price per gallon</b>	<b>Bid Price</b>
1 gallon container	
minimum order	
returnable	
<b>Item #21: Droplex Xtra, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
<b>Item #22: Vastlan, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
30 gallon container	
minimum order	
returnable	
<b>Item #23: Trycera Selective Herbicide, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
265 gallon container	
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>ADAPCO, LLC</b>
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	
minimum order	
returnable	
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
Brand Bid	
returnable	
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
20 gallon container	
minimum order	
Brand Bid	
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	
minimum order	
Brand Bid	
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	
minimum order	
Brand Bid	

	<b>Vendor Name: ↓</b>
	<b>ADAPCO, LLC</b>
<b>Item #31: EcoMIGHT</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	
minimum order	
2.5 gallon container	
minimum order	
55 gallon container	
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	
minimum order	
returnable	
2.5 gallon container	
minimum order	
returnable	
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	
minimum order	
returnable	
<b>Item #34: Liberate by Loveland Products, Inc.,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	
minimum order	
returnable	
2.5 gallon container	
minimum order	
returnable	
<b>Item #36: TerraVue, No Subs</b>	<b>Bid Price</b>
<b>price per ounce</b>	
20 ounce container	
minimum order	
returnable	
10 pound case	
minimum order	
returnable	

<b>Insecticides</b>	Vendor Name: ↓ <b>ADAPCO, LLC</b>
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	No Bid
minimum order	
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220	No Bid
minimum order	
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	No Bid
minimum order	
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$27.35/gl
minimum order	5 gallons (2x2.5 gl case)
returnable	No
Brand Bid	PermaSease 4-4
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	\$26.94/gl
minimum order	55 gallon Drum
returnable	No
Brand Bid	PermaSease 4-4
250 gallon container	
minimum order	
returnable	
Brand Bid	
275 gallon container	\$25.93/gl
minimum order	275 gallon Tote
returnable	No
Brand Bid	PermaSease 4-4
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	No Bid
minimum order	
returnable	
55 gallon container	
minimum order	
returnable	
275 gallon container	
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>ADAPCO, LLC</b>
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
returnable	
2.5 gallon container	
minimum order	
returnable	
5 gallon container	\$246.15/gl
minimum order	5 gallon Pail
returnable	Not Returnable - Brand Evergreen 5-
30 gallon container	
minimum order	
returnable	
55 gallon container	\$229.00/gl
minimum order	55 gallon Drum
returnable	Not Returnable - Brand Evergreen 5-
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	No Bid
minimum order	
55 gallon container	
minimum order	
275 gallon container	
minimum order	
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	No Bid
minimum order	

	<b>Vendor Name: ↓</b>
	<b>ADAPCO, LLC</b>
<b>Item #46: Dibrom (Naled), or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
Minimum order	
Returnable	
Brand bid	
5 gallon container	
Minimum order	
Returnable	
Brand bid	
15 gallon container	
Minimum order	
Returnable	
Brand bid	
30 gallon container	\$281.54/gl
Minimum order	30 gallon Drum
Returnable	No
Brand bid	Dibrom Concentrate
55 gallon container	
Minimum order	
Returnable	
Brand bid	
250 gallon container	
Minimum order	
Returnable	
Brand bid	
275 gallon container	
Minimum order	
Returnable	
Brand bid	
<b>Item #47: Fyfanon EW (40.9% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$74.32/gl
Minimum order	2.5 gallon jug
Returnable	No
Brand bid	Fyfanon EW ULV
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	\$70.32/gl
Minimum order	50 gallons (Note: 50 gallons in a 55 gl drum)
Returnable	Yes - min 10 drums
Brand bid	Fyfanon EW ULV
250 gallon container	
Minimum order	
Returnable	
Brand bid	
275 gallon container	
Minimum order	
Returnable	
Brand bid	

	Vendor Name: ↓ ADAPCO, LLC
<b>Item #48: Vectobac WDG, or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
Minimum order	
Returnable	
Brand bid	
5 gallon container	
Minimum order	
Returnable	
Brand bid	
15 gallon container	
Minimum order	
Returnable	
Brand bid	
30 gallon container	\$45.13/lb
Minimum order	25 lb Drum
Returnable	No
Brand bid	Vectobac WDG OMRI
55 gallon container	
Minimum order	
Returnable	
Brand bid	
250 gallon container	
Minimum order	
Returnable	
Brand bid	
275 gallon container	
Minimum order	
Returnable	
Brand bid	
<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Bid Price</b>
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: ↓ ADAPCO, LLC
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$39.95/gl
Minimum order	5 gallons (2x2.5 gl case)
Returnable	No Bid
Brand bid	Vectobac 12AS
30 gallon container	\$39.95/gl
Minimum order	30 gallon Drum
Returnable	No Bid
Brand bid	Vectobac 12AS
264 gallon container	\$39.95/gl
Minimum order	264 gallon tote
Returnable	No Bid
Brand bid	Vectobac 12AS
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	No Bid
Minimum order	
Returnable	
Brand bid	
5 KG bag	
Minimum order	
Returnable	
Brand bid	
<b>Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
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: ↓
	ADAPCO, LLC
<b>Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$145.00/gl
Minimum order	5 gallons (2x2.5 gl case)
Returnable	No
Brand bid	PermaSease 31-67
5 gallon container	
Minimum order	
Returnable	
Brand bid	
15 gallon container	
Minimum order	
Returnable	
Brand bid	
30 gallon container	\$145.00/gl
Minimum order	30 gallon drum
Returnable	No
Brand bid	PermaSease 31-67
55 gallon container	
Minimum order	
Returnable	
Brand bid	
250 gallon container	
Minimum order	
Returnable	
Brand bid	
275 gallon container	\$145.00/gl
Minimum order	275 gl tote
Returnable	No
Brand bid	PermaSease 31-67
<b>Item #54: Summit Mosquito Dunks (Bti, 10.31%), price per dunk</b>	<b>Bid Price</b>
2 Pack	No Bid
Minimum order	
Returnable	
Brand bid	
6 pack	
Minimum order	
Returnable	
Brand bid	
12 Pack	
Minimum order	
Returnable	
Brand bid	
20 pack	
Minimum order	
Returnable	
Brand bid	

**RESTRICTED USE PESTICIDE**

**DUE TO EYE AND SKIN CORROSIVITY HAZARD**

For retail sale to and use only by Certified Applicators, or persons under their direct supervision, and only for those uses covered by the Certified Applicator's Certification.



**INSECTICIDE**

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. NOT FOR USE IN AND AROUND THE HOME BY HOMEOWNERS OR PROFESSIONAL APPLICATORS.

**ACTIVE INGREDIENT:**

Naled (1,2-dibromo-2,2-dichloroethyl dimethyl phosphate)\* .....87.4%

**INERT INGREDIENTS\*\*:** .....12.6%

**TOTAL:** .....100.0%

\*Contains 13.2 pounds naled per gallon.

\*\*Contains petroleum distillates.

**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.)

<b>FIRST AID</b> <b>Organophosphate</b>	
<b>If in eyes:</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently from the side of the eye with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If swallowed:</b>	<ul style="list-style-type: none"> <li>• Immediately call a poison control center or doctor.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>• Do not give any liquid to the person.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
<b>If inhaled:</b>	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth unless individual is contaminated with product.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>

**EMERGENCY INFORMATION**

Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

**FOR THE FOLLOWING EMERGENCIES, PHONE 24 HOURS A DAY:**

For Medical Emergencies phone:.....1-888-681-4261

For Transportation Emergencies, including spill, leak or fire, phone: CHEMTREC® .....1-800-424-9300

For Non-emergency General Information on this Product phone: AMVAC® .....1-888-462-6822

**NOTE TO PHYSICIAN**

Naled is an organophosphate cholinesterase inhibitor. Contains petroleum distillates. Measurement of blood cholinesterase activity may be useful in monitoring exposure. If signs of cholinesterase inhibition appear, atropine sulfate is antidotal. 2-PAM (Protopam) is also antidotal and may be used in conjunction with atropine, but should not be used alone. Probable mucosal damage may contraindicate the use of gastric lavage. May pose an aspiration pneumonia hazard.



MADE WITH PRIDE



AMVAC Chemical Corporation  
4695 MacArthur Court, Suite 1200  
Newport Beach, CA 92660 U.S.A.

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

**DANGER. CORROSIVE.** Causes irreversible eye and skin damage. Causes skin burns. May be fatal if swallowed. Harmful if inhaled or absorbed through the skin. Do not get in eyes, on skin, or on clothing. Do not breathe vapor or spray mist. Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco. Remove contaminated clothing and wash clothing before reuse. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

### PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are listed in the following paragraphs:

Mixers, loaders, and other handlers must wear:

- Protective eye wear (goggles, face shield, or safety glasses)
- Long-sleeved shirt and long pants
- Socks plus shoes
- Chemical-resistant gloves (such as barrier laminate, butyl rubber  $\geq 14$  mils, nitrile rubber  $\geq 14$  mils, or Viton<sup>®</sup>  $\geq 14$  mils), and apron when mixing or loading.

See engineering controls for additional requirements.

In addition, mixers and loaders must:

- Have immediately available for use in an emergency, such as a broken package, spill, or equipment breakdown, the PPE specified below for handlers engaged in those activities for which use of an engineering control is not possible.

Mixers, loaders, applicators (except aerial applicators in a cab/cockpit) and other handlers engaged in those handler activities for which use of an engineering control is not possible, such as cleaning up a spill or leak and cleaning or repairing contaminated equipment, must wear:

- Protective eye wear (goggles, face shield, or safety glasses)
- Coveralls over long-sleeved shirt and long pants
- Chemical-resistant gloves (such as barrier laminate, butyl rubber  $\geq 14$  mils, nitrile rubber  $\geq 14$  mils, or Viton  $\geq 14$  mils)
- Chemical-resistant footwear plus socks
- Chemical-resistant apron if exposed to the concentrate
- Chemical-resistant headgear for overhead exposure
- Wear a minimum of a NIOSH-approved elastomeric half mask respirator with organic vapor (OV) cartridges and combination N1, R, or P filters; OR a NIOSH-approved gas mask with OV canisters; OR a NIOSH-approved powered air purifying respirator with OV cartridges and combination HE filters. Please note that N designation for respirator filters does not apply when application is made with oils.

### 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.

#### ENGINEERING CONTROLS

- Mixers and loaders supporting aerial applications must use a closed system designed by the manufacturer to enclose the pesticide to prevent it from contacting handlers or other people *AND* the system must be functioning properly and must be used and maintained in accordance with the manufacturer's written operating instructions.
- The system must be capable of removing the pesticide from the shipping container and transferring it into application equipment.
- At any disconnect point, the system must be equipped with a dry disconnect or dry couple shut-off device that is warranted by the manufacturer to minimize drippage to not more than 2 mL per disconnect point.

In addition, mixers and loaders must:

- Wear the personal protective equipment required in the PPE section of this labeling for mixer/loaders.
- Be provided and have immediately available for use in case of an emergency, such as a broken package or spill, the PPE specified in the PPE section of this labeling for handlers engaged in those activities for which use of an engineering control is not possible.

Aerial applicators in the cockpit of fixed wing or rotary wing aircraft:

- Must be provided the PPE specified in the PPE section of this labeling for engineers, handlers, loaders or mixers, should the pilot be required to make an emergency, off site, landing due to a dispersing equipment failure where designed engineering controls have failed and the pilot is required to make a temporary emergency repair.
- The provided PPE must be stored in a readily accessible area of the aircraft, which gives the pilot access to said PPE after landing and whereas storage of said PPE does not present a hazard to the safe operation of the aircraft.
- Should the PPE be utilized in emergency conditions, the used or contaminated PPE will be removed from the wearer before entering or reentering the cab/cockpit.
- All contaminated/used PPE must be stored in a closed, chemical-resistant container, such as a plastic bag, to prevent contamination of the aircraft or equipment.
- The Pilot in Command will decide the safest transportation of the contaminated/used PPE once the emergency repair has been completed.

NOTE: Aerial applicators are not required to use an enclosed cockpit and are not required to wear PPE while in the cockpit.

#### 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.
- 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.

It is recommended that any worker displaying clinical signs of cholinesterase-inhibition, such as headaches, nausea, and dizziness have an immediate physical examination including appropriate cholinesterase measurements. If initial examination was not conducted by a board-certified person who is certified in occupational health, then a separate examination should be conducted within 24 hours by a person so certified.

#### ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish, aquatic invertebrates, and wildlife. 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, consult with the primary State agency responsible for regulating the pesticide to determine if permits

are required or regulatory mandates exist. Do not apply over bodies of water (e.g., lakes, swamps, rivers, permanent streams, natural ponds, commercial fish ponds, 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 washwaters or rinsate.

This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. To minimize hazard to bees, it is recommended that the product is not applied more than two hours after sunrise or two hours before sunset, limiting application to times when bees are least active. Do not apply this product or allow it to drift to blooming crops or weeds while bees are visiting the treatment area, except when applications are made to prevent or control a threat to public and/or animal health as 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 the tribe during a natural disaster recovery effort.

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### DIRECTIONS FOR USE

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Before making the first application of the season, consult with the primary State agency responsible for regulating the use of pesticides to determine if permits are required or regulatory mandates exist.

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

**READ ENTIRE LABEL. USE STRICTLY IN ACCORDANCE WITH PRECAUTIONARY STATEMENTS AND DIRECTIONS, AND WITH APPLICABLE STATE AND FEDERAL REGULATIONS.**

#### TANK MIXES

**NOTICE:**

It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

DIBROM Concentrate is a special formulation for the control of mosquitoes, flies and certain other nuisance insects.

#### APPLICATION RESTRICTIONS

**This product cannot be diluted with water.**

For application by, or under the supervision of, personnel certified/trained in public health pest control or mosquito control. For each application, a record must be kept of:

- Date, time and areas where application occurred
- Type and size of spray nozzle used
- Dilution and application rate
- Speed of application vehicle
- A description of insecticide delivery system used for the specific application
- Climate factors (e.g., ambient temperature, wind speed/direction) as determined using reliable means
- Employees involved in mixing, loading and applying DIBROM Concentrate.

These records must be kept by the responsible public agency or their designee for a minimum of two years using storage methods that will allow the records to be easily retrieved.

Any system used to apply this product must be capable of providing the correct droplet size as specified below. Likewise, all applications must use the correct droplet size as specified below. Careful attention to equipment specifications concerning nozzles, nozzle positioning, air speed and droplet size is essential to avoid unwanted effects. Under-atomization produces large droplets that will quickly fall to the ground, while over-atomization produces finer droplets which either evaporate, dissipate, or drift in an unanticipated manner. Correct droplet size is critical to ensure effective mosquito control.

The entire spray system must be inspected before each operation to correct any leaks or obstructions, to detect whether the nozzle, hoses, or other parts are worn and need replacement, to ensure that the flow is properly calibrated and to determine that adequate pressure is being maintained. Adequate cleaning and maintenance of the unit must be performed to ensure that the entire system is operating properly. Spray system components essential for correct droplet size must be cleaned or replaced as needed to ensure correct droplet size.

Spray during periods when ground level wind speed is equal to or greater than 1 mph. Apply when thermal activity is low. Do not apply when ambient temperature is less than 50°F.

Do not apply when it is raining in the treatment area.

Treatment of a site must be based on pest surveillance results. Do not treat any site more than 1 time per day. Do not treat any site with more than 2 fl. oz. of undiluted DIBROM Concentrate per acre within a 7 day period and the amount of undiluted DIBROM Concentrate applied to any site must not exceed 3.25 qts (104 fl. oz.) (10.73 pounds of a.i./acre) per year. More frequent treatments may be made to prevent or control a threat to public and/or animal health as 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.

#### **Aerial Application:**

Apply by air using only manned aircraft (Fixed Wing or Rotary). For manned Fixed Wing aircraft, apply at a minimum height of 100 feet. For manned Rotary aircraft, apply at a minimum height of 75 feet.

Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ( $Dv\ 0.5 < 60\ \mu m$ ) and that 90% of the spray is contained in droplets smaller than 115 microns ( $Dv\ 0.9 < 115\ \mu m$ ). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant, or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

#### **OPERATIONAL USE INSTRUCTIONS**

- All equipment used in the mixing or application of DIBROM Concentrate must be constructed of corrosion-resistant materials. Stainless steel, bronze, brass, fiberglass, polypropylene and rigid PVC have all proven to be adequately resistant to the effects of DIBROM Concentrate when properly maintained and inspected.
- Use of Teflon® or Viton seals is recommended. Even when these materials are used to construct a spray system, a careful maintenance program involving flushing, cleansing and constant inspection must be followed. Avoid use of steel or galvanized steel.
- Strain DIBROM Concentrate as it is being loaded. Use a 100 mesh stainless steel or nylon screen. If product crystallization occurs, warm at 80°F until crystals disappear. The use of DIBROM Concentrate and some grades of diesel fuel may result in precipitates which cause nozzle clogging and operational difficulties.
- Flushing the system following application is recommended. Use of flushing agents such as 99% isopropyl alcohol, heavy aromatic naphtha "Jet A" aircraft fuel, Aromatic 150, Aromatic 200, and Aromatic 200ND have been successful.
- DIBROM Concentrate must be applied using the correct droplet size. Over-atomization produces finer droplets which either evaporate or dissipate too quickly and become unavailable for mosquito contact. If applied incorrectly, DIBROM Concentrate will spot certain automobile paint finishes. Careful attention to recommendations concerning nozzles, nozzle positioning, air speed and droplet size is essential to avoid paint spotting.
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## ADULT MOSQUITO CONTROL

### **Adult Mosquito Control in Residential Areas, Municipalities, Tidal Marshes, Swamps, Woodlands, and Agricultural Areas (when applied in wide-area public pest control programs sponsored by governmental entities):**

It is not necessary to avoid farm buildings, dairy barns, pastures, feed or forage areas. Use in agricultural areas must be in a manner as to ensure that residues do not exceed the established federal tolerance for the active ingredient in or on raw agricultural commodities resulting from use for wide area pest control. Treat shrubbery and vegetation where mosquitoes may be present. Shrubby and vegetation around stagnant pools, marshy areas, swamps, residential areas, municipalities, woodlands, pastures, farm buildings and feedlots may be treated.

**Ultra Low Volume (ULV) Aerial Application:** Apply ½ to 1 fl. oz. of undiluted DIBROM Concentrate per acre (equivalent to 0.05 to 0.1 lb. a.i./acre). Use the 1 fl. oz. rate where heavy vegetation exists; i.e., woodlands, etc.

## HOUSEFLIES, GNATS, CERTAIN OTHER NUISANCE INSECTS AND SUPPRESSION OF BLACKFLIES

**Small Flying Moths, Crane Flies, Stable Flies, Dog Flies, Biting Flies, Filth Flies, Midges in Residential Areas, Municipalities, Tidal Marshes, Swamps, Woodlands, and Agricultural Areas (when applied in wide-area public pest control programs sponsored by governmental entities):** It is not necessary to avoid farm buildings, dairy barns, and feed or forage areas. Apply 1 fl. oz. of undiluted DIBROM Concentrate per acre -(equivalent to 0.1 lb. a.i./acre).

## SUPPRESSION OF DEER FLIES AND OTHER TABANIDS

**Deer Flies in Residential Areas, Municipalities, Tidal Marshes, Swamps, Woodlands, and Agricultural Areas (when applied in wide-area public pest control programs sponsored by governmental entities):** It is not necessary to avoid farm buildings, dairy barns, and feed or forage areas.

**Aerial Application:** Apply 1 fl. oz. of undiluted DIBROM Concentrate per acre (equivalent to 0.1 lb. a.i./acre).

## STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage, disposal or cleaning of equipment. Open dumping is prohibited.

**PESTICIDE STORAGE:** Store this product in a cool (greater than 60°F), dry, and secure (preferably locked) area, that is inaccessible to children and animals. Do not put concentrate into food or drink containers. For help with any spill, leak or fire involving this material, call day or night 1-800-424-9300 or for help with any exposure involving this material, call day or night 1-888-681-4261.

**PESTICIDE DISPOSAL:** Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of 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.

**CONTAINER HANDLING:** Returnable Container. Nonrefillable container. Do not reuse or refill this container. This container is a dedicated, single-product returnable container. Return empty container to seller at location designated by seller as a collection point. Do not break seals, add anything to container or open container after use. Do not rinse or contaminate empty container. Do not dispose of un-tampered empty container or use it for any other purposes. Any evidence of broken seals or other tampering or adding anything to the container renders it unfit for return. In such case, it is the obligation of the holder of the container to dispose of it properly or offer for recycling, if available.

**It is required that this product be used in a CLOSED SYSTEM. This container may require a tank adapter. For questions regarding tank adapters, call AMVAC Customer Service at 1-888-462-6822 (1-888-GO-AMVAC).**

## LIMITED WARRANTY AND DISCLAIMER

The manufacturer warrants (a) that this product conforms to the chemical description on the label; (b) that the directions, warnings, and other statements on this label are based upon responsible experts' evaluations of reasonable tests of effectiveness, of toxicity to laboratory animals and to plants and residues on food crops, and upon reports of field experience. Tests have not been made on all varieties of food crops and plants, or in all states or under all conditions. THIS WARRANTY DOES NOT EXTEND TO THE USE OF THIS PRODUCT CONTRARY TO LABEL INSTRUCTIONS, OR UNDER CONDITIONS NOT REASONABLY FORESEEABLE.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE SET FORTH HEREIN. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW THE MANUFACTURER NEITHER MAKES NOR INTENDS, NOR DOES IT AUTHORIZE ANY AGENT OR REPRESENTATIVE, TO MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IT EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF QUALITY OR PERFORMANCE. THIS WARRANTY DOES NOT EXTEND TO, AND THE BUYER SHALL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LOSS OR DAMAGE WHICH RESULTS FROM THE USE OF THIS PRODUCT IN ANY MANNER WHICH IS INCONSISTENT WITH THE LABEL DIRECTIONS, WARNINGS OR CAUTIONS.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S EXCLUSIVE REMEDY AND MANUFACTURER'S OR SELLER'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR INJURIES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER OR NOT BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL BE LIMITED, AT THE MANUFACTURER'S OPTION, TO REPLACEMENT OF, OR THE REPAYMENT OF THE PURCHASE PRICE FOR, THE QUANTITY OF PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW MANUFACTURER OR SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

AMVAC offers this product, and Buyer accepts it, subject to the foregoing Limited Warranty which may be varied only by agreement in writing signed by an authorized representative of AMVAC.

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AMVAC Chemical Corporation  
4695 MacArthur Court, Suite 1200  
Newport Beach, CA 92660 U.S.A.

**1. Identification**

<b>Product identifier</b>	<b>Dibrom Concentrate</b>	
<b>Other means of identification</b>		
<b>SDS number</b>	260	
<b>Product registration number</b>	5481-480	
<b>Recommended use</b>	Organophosphate insecticide.	
<b>Recommended restrictions</b>	This is a Restricted Use Pesticide and is for use by licensed applicators only. No other uses are advised. Keep out of the Reach of Children!	
<b>EPA Registration number</b>	EPA: 5481-480	
<b>Manufacturer/Importer/Supplier/Distributor information</b>		
<b>Manufacturer</b>		
<b>Company name</b>	AMVAC Chemical Corporation	
<b>Address</b>	4695 MacArthur Court Suite 1200 Newport Beach, CA 92660	
<b>Telephone</b>	AMVAC Chemical Corp	949-260-1200
	AMVAC Chemical Corp	949-260-6270(FAX)
<b>Website</b>	www.amvac.com	
<b>E-mail</b>	CustServ@amvac.com	
<b>Emergency phone number</b>	Medical	888-681-4261
	CHEMTREC® (USA+Canada)	800-424-9300
	Product Use	888-462-6822
	CHEMTREC® (Outside USA)	+1-703-527-3887

**2. Hazard(s) identification**

<b>Physical hazards</b>	Flammable liquids	Category 4
<b>Health hazards</b>	Acute toxicity, oral	Category 3
	Acute toxicity, inhalation	Category 4
	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Sensitization, skin	Category 1
	Aspiration hazard	Category 1
<b>Environmental hazards</b>	Hazardous to the aquatic environment, acute hazard	Category 1
	Hazardous to the aquatic environment, long-term hazard	Category 1
<b>OSHA defined hazards</b>	Not classified.	
<b>Label elements</b>		



**Signal word**

**Danger**

<b>Hazard statement</b>	<p>Causes severe skin burns and eye damage. Causes serious eye damage. Toxic if swallowed. Harmful if inhaled.</p> <p>May cause an allergic skin reaction. Combustible liquid. Very toxic to aquatic life. Very toxic to aquatic life with long lasting effects.</p>
<b>Precautionary statement</b>	
<b>Prevention</b>	<p>Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing. Wear eye/face protection. Contaminated work clothing must not be allowed out of the workplace.</p>
<b>Response</b>	<p>If swallowed: Immediately call a poison center/doctor. Rinse mouth. If on skin: Wash with plenty of water. Take off contaminated clothing and wash before reuse. Immediately call a POISON CENTER or doctor/physician. If inhaled: Remove person to fresh air and keep comfortable for breathing. 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/doctor. Specific treatment is urgent (see this label). Collect spillage.</p>
<b>Storage</b>	<p>Store in a well-ventilated place. Keep container tightly closed. Store locked up.</p>
<b>Disposal</b>	Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.
<b>Supplemental information</b>	This 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 in section 15. The pesticide label also includes other important information, including directions for use.

### 3. Composition/information on ingredients

#### Mixtures

Chemical name	Common name and synonyms	CAS number	%
Naled	DIBROM, Dimethyl 1,2-dibromo-2,2-dichloroethyl phosphate	300-76-5	87.4
Solvent naphtha (petroleum), heavy arom.		64742-94-5	< 15

#### Impurities

Chemical name	Common name and synonyms	CAS number	%
Dichlorvos (DDVP)	DDVP, Nuvan, Vapona, Dimethyl 2,2-dichlorovinyl phosphate	62-73-7	< 0.4

\*\*If Chemical Name/CAS No is "proprietary" and/or Weight-% is listed as a range, the specific chemical identity and/or percentage of composition has been withheld as a trade secret.\*\*

**Composition comments** All concentrations are in percent by weight.

### 4. First-aid measures

#### Inhalation

Remove victim to fresh air and keep at rest in a position comfortable for breathing. Administer oxygen or artificial respiration if needed. Oxygen or artificial respiration if needed. Call a POISON CENTER or doctor/physician if you feel unwell. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device.

**Skin contact** Remove contaminated clothing immediately and wash skin with soap and water. Get medical attention immediately. Wash contaminated clothing before reuse.

**Eye contact** Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.

**Ingestion** Call a physician or poison control center immediately. Have person sip a glass of water if able to swallow. Do not induce vomiting without advice from poison control center. Never give anything by mouth to a victim who is unconscious or is having convulsions. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.

**Most important symptoms/effects, acute and delayed** Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Aspiration may cause pulmonary edema and pneumonitis.

This is a cholinesterase inhibiting organophosphorous pesticide. Acute cholinesterase depression may be evidenced by headache, nausea, vomiting, diarrhea, abdominal cramps, excessive sweating, salivation and tearing, constricted pupils, blurred vision, tightness in chest, weakness, muscle twitching and confusion; in extreme cases unconsciousness, convulsions, severe respiratory depression and death may occur. Repeated exposures to small doses of organophosphates may lower the cholinesterase to levels where the above symptoms of acute overexposure are observed.

**Indication of immediate medical attention and special treatment needed**

This product is an Organophosphate (OP) Insecticide. Do not handle the patient without the following protective equipment in place: chemical resistant gloves and apron (preferably nitrile). Remove contaminated clothing and do not reuse without thorough cleaning with detergent and hot water. Dispose of heavily contaminated clothing, including shoes, as a hazardous waste. Do not wait for laboratory confirmation to treat patients with strong clinical evidence of poisoning. In the USA and other countries, contact your local or national poison control center for more information.

Establish airway and oxygenation. IV Atropine sulfate is the antidote of choice against parasympathetic nervous stimulation. If there are signs of parasympathetic stimulation, Atropine Sulfate should be injected at 10 minute intervals in doses of 1 to 2 milligrams until complete atropinization has occurred. Pralidoxime chloride (2-PAM chloride) may also be used as an effective antidote in addition to and while maintaining full atropinization. In adults, an initial dose of 1 gram of 2-PAM should be injected, preferably as an infusion, in 250 cc of saline over a 15 to 20 minute period. If this is not practical, 2-PAM may be administered slowly by intravenous injection as a 5% solution in water over not less than 2 minutes. After about an hour, a second dose of 1 gram of 2-PAM will be indicated if muscle weakness has not been relieved. For infants and children, the dose of 2-PAM is 0.25 grams. Avoid morphine, aminophylline, phenothiazine, reserpine, furosemide and ethacrynic acid. Clear chest by postural drainage. Oxygen administration may be necessary. Observe patient continuously for 48 hours. Repeated exposure to cholinesterase inhibitors may, without warning, cause prolonged susceptibility to very small doses of any cholinesterase inhibitor. Allow no further exposure until time for cholinesterase regeneration has been attained as determined by a blood test. Bathe and shampoo contaminated skin and hair. If ingested, empty stomach; activated charcoal is useful to further limit absorption. If victim is alert, Syrup of Ipecac (2 tablespoons in adults, 1 tablespoon in small children) is indicated. If symptoms such as loss of gag reflex, convulsions, or unconsciousness occur before emesis, gastric lavage should be considered following intubation with a cuffed endotracheal tube.

**General information**

Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before reuse.

**5. Fire-fighting measures**

**Suitable extinguishing media**

Use fire-extinguishing media appropriate for surrounding materials.

**Unsuitable extinguishing media**

None known.

**Specific hazards arising from the chemical**

During fire, gases hazardous to health may be formed. This product will emit toxic fumes when heated sufficiently to decompose, including hydrogen chloride, hydrogen bromide and carbon monoxide. Vapors of the unburned product will also be hazardous. Do not breathe gas, fumes, or vapor.

**Special protective equipment and precautions for firefighters**

Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

**Fire fighting equipment/instructions**

In case of fire: Evacuate area. Keep upwind. Move containers from fire area if you can do so without risk. Water runoff can cause environmental damage.

**Specific methods**

Use standard firefighting procedures and consider the hazards of other involved materials.

**General fire hazards**

This product will emit toxic fumes when heated sufficiently to decompose, including hydrogen chloride, hydrogen bromide and carbon monoxide. Vapors of the unburned product will also be hazardous.

**6. Accidental release measures****Personal precautions, protective equipment and emergency procedures**

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Avoid inhalation of vapors and spray mists. Do not get in eyes. Avoid contact with skin. Avoid contact with clothing. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained.

**Methods and materials for containment and cleaning up**

Large Spills: Stop the flow of material, if this is without risk, to prevent entry into waterways, sewer, basements or confined areas. Dike the spilled material, where this is possible to prevent contamination of local water sources. Siphon the majority of the liquid into drums for use or disposal, depending on the circumstances. Clean the area as described for a small spill.

Small Spills: Cover residue with absorbent (clay, sawdust, straw, kitty litter, etc.), to absorb the remaining liquid. Sweep or shovel into an open drum. Clean surface thoroughly with caustic/bleach, followed by water to remove residual contamination. Absorb and sweep into the same open drum. Rinse with water, absorb, and add to the waste drum. Close the drum and dispose of properly, according to hazardous waste disposal procedures for your locality.

Never return spills to original containers for re-use.

**Environmental precautions**

Avoid release to the environment. Contact local authorities in case of spillage to drain/aquatic environment. Prevent further leakage or spillage if safe to do so. Do not contaminate water. Avoid discharge into drains, water courses or onto the ground.

**7. Handling and storage****Precautions for safe handling**

Keep out of the reach of children. Keep away from food, drink and animal feedstuffs. Do not taste or swallow. Do not get this material in contact with eyes. Avoid inhalation of vapors and spray mists. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. When using, do not eat, drink or smoke. Use only outdoors or in a well-ventilated area. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Wash contaminated clothing before reuse. Observe good industrial hygiene practices. Handle and open container with care. Avoid release to the environment.

**Conditions for safe storage, including any incompatibilities**

Store above 80°F (26.7°C) to prevent solids formation. Keep out of the reach of children. Store locked up. Store in original tightly closed container. Keep away from food, drink and animal feedstuffs. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

**8. Exposure controls/personal protection****Occupational exposure limits**

The following constituents are the only constituents of the product which have a PEL, TLV or other recommended exposure limit. At this time, the other constituents have no known exposure limits.

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Naled (CAS 300-76-5)	PEL	3 mg/m <sup>3</sup>
Solvent naphtha (petroleum), heavy arom. (CAS 64742-94-5)	PEL	400 mg/m <sup>3</sup>
		100 ppm
Impurities	Type	Value
Dichlorvos (DDVP) (CAS 62-73-7)	PEL	1 mg/m <sup>3</sup>

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Naled (CAS 300-76-5)	TWA	0.1 mg/m <sup>3</sup>	Inhalable fraction and vapor.
Solvent naphtha (petroleum), heavy arom. (CAS 64742-94-5)	TWA	200 mg/m <sup>3</sup>	Non-aerosol.

**US. ACGIH Threshold Limit Values**

Impurities	Type	Value	Form
Dichlorvos (DDVP) (CAS 62-73-7)	TWA	0.1 mg/m3	Inhalable fraction and vapor.

**US. NIOSH: Pocket Guide to Chemical Hazards Components**

Components	Type	Value
Naled (CAS 300-76-5)	TWA	3 mg/m3

Impurities	Type	Value
Dichlorvos (DDVP) (CAS 62-73-7)	TWA	1 mg/m3

**Biological limit values** No biological exposure limits noted for the ingredient(s).

**Exposure guidelines****US ACGIH Threshold Limit Values: Skin designation**

Dichlorvos (DDVP) (CAS 62-73-7)	Can be absorbed through the skin.
Naled (CAS 300-76-5)	Can be absorbed through the skin.
Solvent naphtha (petroleum), heavy arom. (CAS 64742-94-5)	Can be absorbed through the skin.

**US NIOSH Pocket Guide to Chemical Hazards: Skin designation**

Dichlorvos (DDVP) (CAS 62-73-7)	Can be absorbed through the skin.
Naled (CAS 300-76-5)	Can be absorbed through the skin.

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Dichlorvos (DDVP) (CAS 62-73-7)	Can be absorbed through the skin.
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**Appropriate engineering controls** Ensure adequate ventilation, especially in confined areas.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection** Safety glasses with side shields or tight fitting chemical goggles should be used whenever hazardous chemicals are being handled. A full face respirator should be worn whenever there is a chance of splashing or misting.

**Skin protection**

**Hand protection** Wear chemical resistant gloves (preferably nitrile)

**Other** The following clothing is required: overalls or pants and long-sleeved shirt, chemical resistant gloves (preferably nitrile), chemical resistant boots. For added protection a chemical resistant apron and a full face shield are recommended. If there is a risk of splashing, misting or release the following additional PPE is required: two piece hooded chemical resistant suit with either a full face respirator or a SCBA. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions are available, use detergent and hot water. Keep and wash PPE separately.

**Respiratory protection** For exposures that may exceed the TLV, a respirator with either an organic vapor-removing cartridge with a prefilter approved for pesticides (MSHA/NIOSH approval number prefix TC-23C), or canister approved for pesticides (MSHA/NIOSH approval number prefix TC-14G) is required. A full-face respirator or a SCBA may be required if misting or splashing are possible.

**Thermal hazards** Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations** When using, do not eat, drink or smoke. Do not get in eyes. Avoid contact with skin. Avoid contact with clothing. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

**9. Physical and chemical properties****Appearance**

<b>Physical state</b>	Liquid.
<b>Form</b>	Liquid.
<b>Color</b>	Off-white to straw yellow

**Odor** Sharp, pungent

**Odor threshold** Not available.

**pH** Not determined

**Melting point/freezing point** 59 °F (15 °C) Maintain temperature above 70 F to prevent formation of solids

**Initial boiling point and boiling range** 320 °F (160 °C)

<b>Flash point</b>	145 °F (63 °C) Closed Cup
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	0.7 % estimated
<b>Flammability limit - upper (%)</b>	5 % estimated
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	1.00E+01 mm Hg @ 100 F
<b>Vapor density</b>	Heavier than air
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	0.2 %
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Not available.
<b>Other information</b>	
<b>Bulk density</b>	14.97 - 15.28 lb/gal
<b>Flammability class</b>	Combustible IIIA estimated
<b>Specific gravity</b>	1.794 - 1.831 @ 20 C/4 C

## 10. Stability and reactivity

<b>Reactivity</b>	The product is stable and non-reactive under normal conditions of use, storage and transport.
<b>Chemical stability</b>	Material is stable under normal conditions. Unstable in the presence of iron. Corrosive to aluminum and magnesium
<b>Possibility of hazardous reactions</b>	Hazardous polymerization does not occur.
<b>Conditions to avoid</b>	Contact with incompatible materials. Excessive heat.
<b>Incompatible materials</b>	Strong oxidizing agents. Strong acids. Strong bases. May be corrosive to metals.
<b>Hazardous decomposition products</b>	Heating product to decomposition will cause emission of acrid smoke and fumes of hydrogen chloride, hydrogen bromide, phosphorous oxides, and carbon oxides.

## 11. Toxicological information

### Information on likely routes of exposure

<b>Inhalation</b>	Harmful if inhaled.
<b>Skin contact</b>	Causes severe skin burns and eye damage. May cause an allergic skin reaction.
<b>Eye contact</b>	Causes serious eye damage.
<b>Ingestion</b>	Toxic if swallowed. May cause digestive tract burns. May be harmful if swallowed and enters airways.

### Symptoms related to the physical, chemical and toxicological characteristics

Burning pain and severe corrosive skin damage. Causes serious eye damage. Permanent eye damage including blindness could result. Symptoms may include stinging, tearing, redness, swelling, and blurred vision.

This is a cholinesterase inhibiting organophosphorous pesticide. Acute cholinesterase depression may be evidenced by headache, nausea, vomiting, diarrhea, abdominal cramps, excessive sweating, salivation and tearing, constricted pupils, blurred vision, tightness in chest, weakness, muscle twitching and confusion; in extreme cases, unconsciousness, convulsions, severe respiratory depression and death may occur. Product may cause slight but temporary irritation to the eyes and may cause irritation of the skin. Repeated exposures to small doses of organophosphates may lower the cholinesterase to levels where the above symptoms of acute overexposure are observed.

May cause an allergic skin reaction.

### Information on toxicological effects

**Acute toxicity** Toxic if swallowed. Harmful if inhaled. Causes serious eye damage. Causes severe skin burns and eye damage. May be fatal if swallowed and enters airways. May cause an allergic skin reaction.

Product	Species	Test Results
Dibrom Concentrate		
<b>Acute</b>		
<b>Dermal</b>		
<i>Liquid</i>		
LD50	Rabbit	4037 mg/kg Naled Technical
<b>Inhalation</b>		
<i>Mist</i>		
LC50	Rat	> 2.07 mg/l/4h Dibrom 8, female 1.51 mg/l/4h Dibrom 8, male
<b>Oral</b>		
<i>Liquid</i>		
LD50	Rat	50 - 500 mg/kg Naled Technical

No toxicological information is available for this formulation. The toxicological information listed is for the active ingredient (Naled Technical) or for a similar formulation (Dibrom 8).

**Skin corrosion/irritation** Causes severe skin burns and eye damage.

**Serious eye damage/eye irritation** Causes serious eye damage.

**Respiratory or skin sensitization**

**ACGIH sensitization**

DICHLORVOS (DDVP), INHALABLE FRACTION AND VAPOR (CAS 62-73-7) Dermal sensitization

NALED, INHALABLE FRACTION AND VAPOR (CAS 300-76-5) Dermal sensitization

**Respiratory sensitization** Not available.

**Skin sensitization** May cause an allergic skin reaction.

**Germ cell mutagenicity** No clear evidence of in vivo mutagenicity in mammalian assay.

**Carcinogenicity** No evidence of carcinogenicity in laboratory animals with Naled Technical. However, EPA under its 1999 proposed Guidelines for Carcinogen Risk Assessment has classified DDVP, an impurity in Naled, as having "suggestive evidence of carcinogenicity, but not sufficient to assess human carcinogenic potential." IARC listed DDVP (Dichlorvos) as being possibly carcinogenic to humans (Group 2B).

**IARC Monographs. Overall Evaluation of Carcinogenicity**

Dichlorvos (DDVP) (CAS 62-73-7) 2B Possibly carcinogenic to humans.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)**

Not regulated.

**US. National Toxicology Program (NTP) Report on Carcinogens**

Not listed.

**Reproductive toxicity** This product is not expected to cause reproductive or developmental effects.

NALED TERATOGENICITY: Maternal toxicity in rats was observed at 40 mg/kg/day (body weight loss, tremors, painful or difficult breathing, and decreased activity) using Naled Technical (a.i.). No developmental effects were observed at this dose level. The maternal NOEL was 10 mg/kg/day. The developmental NOEL was 40 mg/kg/day.

In a two-generation rat reproduction study with Naled Technical (a.i.), a decrease in male body weight gain was observed at 18 mg/kg/day; however, no effects on reproduction were found in adult animals. Decreases in offspring survival, number of pups born and decreased pup weights were noted at 18 mg/kg/day. The NOEL for both adults and offspring was 6 mg/kg/day.

**Specific target organ toxicity - single exposure** Not classified.

**Specific target organ toxicity - repeated exposure** Not classified.

**Aspiration hazard** Not available.

**Chronic effects** Prolonged inhalation may be harmful. Prolonged exposure may cause chronic effects.

## 12. Ecological information

**Ecotoxicity** Very toxic to aquatic life with long lasting effects. This product is toxic to fish, birds, and other wildlife. Keep out of any body of water. Do not contaminate water when disposing of equipment washwaters or wastes. Notify authorities if any exposure to the general public or environment occurs or is likely to occur.

Components	Species	Test Results	
Naled (CAS 300-76-5)			
<b>Aquatic</b>			
Crustacea	EC50	Water flea (Daphnia pulex)	0.0002 - 0.0008 mg/l, 48 hours
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	0.083 - 0.208 mg/l, 96 hours
<b>Impurities</b>			
Dichlorvos (DDVP) (CAS 62-73-7)			
<b>Aquatic</b>			
Crustacea	EC50	Water flea (Daphnia pulex)	0 - 0.0001 mg/l, 48 hours
Fish	LC50	Cutthroat trout (Oncorhynchus clarki)	0.141 - 0.321 mg/l, 96 hours

**Persistence and degradability** No data is available on the degradability of this product.

**Bioaccumulative potential** Not available.

**Mobility in soil** No data available.

**Other adverse effects** None known.

## 13. Disposal considerations

**Disposal instructions** Collect and reclaim or dispose in sealed containers at licensed waste disposal site according to all applicable regulations. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with all applicable local/regional/national/international regulations.

**Local disposal regulations** Dispose in accordance with all applicable regulations.

**Hazardous waste code** The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

**Waste from residues / unused products** Dispose of in accordance with all applicable regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal methods/information).

**Contaminated packaging** Empty containers should be taken to an approved waste handling site for recycling or disposal according to all applicable regulations. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

## 14. Transport information

### DOT

<b>UN number</b>	UN2922
<b>UN proper shipping name</b>	Corrosive liquids, toxic, n.o.s. (Naled RQ = 10.0), MARINE POLLUTANT
<b>Transport hazard class(es)</b>	
<b>Class</b>	8
<b>Subsidiary risk</b>	6.1(PGIII)
<b>Label(s)</b>	8, 6.1
<b>Packing group</b>	III
<b>Environmental hazards</b>	
<b>Marine pollutant</b>	Yes
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.
<b>Special provisions</b>	IB3, T7, TP1, TP28
<b>Packaging exceptions</b>	154
<b>Packaging non bulk</b>	203
<b>Packaging bulk</b>	241

### IATA

<b>UN number</b>	UN2922
<b>UN proper shipping name</b>	Corrosive liquids, toxic, n.o.s. (Naled)

**Transport hazard class(es)**

**Class** 8  
**Subsidiary risk** 6.1(PGIII)  
**Label(s)** 8, 6.1  
**Packing group** III  
**Environmental hazards** No.  
**Special precautions for user** Read safety instructions, SDS and emergency procedures before handling.  
**Other information**

**Passenger and cargo aircraft** Allowed with restrictions.

**Cargo aircraft only** Allowed with restrictions.

Read safety instructions, SDS and emergency procedures before handling.

**IMDG**

**UN number** UN2922  
**UN proper shipping name** Corrosive liquids, toxic, n.o.s. (Naled), MARINE POLLUTANT

**Transport hazard class(es)**

**Class** 8  
**Subsidiary risk** 6.1(PGIII)  
**Label(s)** 8, 6.1

**Packing group** III

**Environmental hazards**

**Marine pollutant** Yes

**EmS** Not available.

**Special precautions for user** Read safety instructions, SDS and emergency procedures before handling.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not established.

**DOT**



**IATA; IMDG**



**Marine pollutant**



**15. Regulatory information****US federal regulations**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. This product is registered under EPA/FIFRA Regulations as a RESTRICTED USE PESTICIDE. It is a violation of Federal Law to use this product in any manner inconsistent with its labeling. Read and follow all label directions. This product is excluded from listing requirements under EPA/TSCA.

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.

**HAZARD TO HUMANS AND DOMESTIC ANIMALS.**

**DANGER: CORROSIVE!** Causes irreversible eye damage. Causes skin burns. May be fatal if swallowed. Harmful if inhaled or absorbed through skin. Do not get in eyes, on skin, or on clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Do not breathe mist/vapors/spray.

**ENVIRONMENTAL HAZARDS**

This product is toxic to fish, birds, and other wildlife. Keep out of any body of water. Do not contaminate water when disposing of equipment washwaters or wastes. Before making the first application in a season, consult with the primary State agency responsible for regulating the pesticide to determine if permits are required or regulatory mandates exist. 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 (e.g., lakes, swamps, rivers, permanent streams, natural ponds, commercial fish ponds, 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. This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. See the label for more complete information.

**PHYSICAL AND CHEMICAL HAZARDS**

Combustible. Do not use or store near heat or open flame.

For additional information see the label.

**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Dichlorvos (DDVP) (CAS 62-73-7) Listed.

Naled (CAS 300-76-5) Listed.

**SARA 304 Emergency release notification**

Dichlorvos (DDVP) (CAS 62-73-7) 10 LBS

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)**

Not regulated.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)****SARA 302 Extremely hazardous substance**

Chemical name	CAS number	Reportable quantity (pounds)	Threshold planning quantity (pounds)	Threshold planning quantity, lower value (pounds)	Threshold planning quantity, upper value (pounds)
Dichlorvos (DDVP)	62-73-7	10	1000		

**SARA 311/312 Hazardous chemical** Yes

**Classified hazard categories**

Flammable (gases, aerosols, liquids, or solids)  
 Acute toxicity (any route of exposure)  
 Skin corrosion or irritation  
 Serious eye damage or eye irritation  
 Respiratory or skin sensitization  
 Germ cell mutagenicity  
 Carcinogenicity  
 Specific target organ toxicity (single or repeated exposure)  
 Aspiration hazard

**SARA 313 (TRI reporting)**

Chemical name	CAS number	% by wt.
Naled	300-76-5	87.4
Dichlorvos (DDVP)	62-73-7	< 0.4

**Other federal regulations****Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Dichlorvos (DDVP) (CAS 62-73-7)

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**Safe Drinking Water Act (SDWA)**

Not regulated.

**US state regulations****California Proposition 65**

**WARNING:** WARNING: This product contains a chemical known to the State of California to cause cancer. This product can expose you to Dichlorvos (DDVP), which is known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**California Proposition 65 - CRT: Listed date/Carcinogenic substance**

Dichlorvos (DDVP) (CAS 62-73-7)

Listed: January 1, 1989

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	No
Canada	Non-Domestic Substances List (NDSL)	No
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	No

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

**16. Other information, including date of preparation or last revision****Issue date** Jul-12-2021**Revision date** Sep-10-2018**References**

ACGIH®: American Conference of Governmental Industrial Hygienists  
 CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act  
 EPA: Environmental Protection Agency  
 FIFRA: Federal Insecticide, Fungicide, and Rodenticide Act  
 IARC: International Agency for Research on Cancer  
 NTP: National Toxicology Program  
 OSHA: Occupational Safety and Health Agency  
 SARA: Superfund Amendments and Reauthorization Act  
 TSCA: Toxic Substances Control Act  
 DOT: Department of Transportation  
 IMDG: International Maritime Dangerous Goods  
 IATA: International Air Transport Association

**Version #** 2.1**HMIS® ratings**

Health: 3  
 Flammability: 2  
 Physical hazard: 0

**NFPA ratings**

Health: 3  
 Flammability: 2  
 Instability: 0

**Disclaimer**

This information is provided for the limited guidance to the user. While AMVAC believes that the information is, as of the date hereof, reliable, it is the user's responsibility to determine the suitability of the information for its purposes. The user is advised not to construe the information as absolutely complete since additional information may be necessary or desirable when particular, exceptional, or variable conditions or circumstances exist (like combinations with other materials), or because of applicable regulations. No express or implied warranty of merchantability or fitness for a particular purpose or otherwise is made hereunder with respect to the information or the product to which the information relates.

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CHEMTREC is a trademark of the American Chemistry Council, Inc.

HMIS is a trademark of the American Coatings Association.

NFPA is a trademark of the National Fire Protection Association, Inc.

**Revision information**

Hazard(s) identification: Hazard statement

Composition / Information on Ingredients: Disclosure Overrides

Toxicological Information: Toxicological Data

Toxicological information: Phrases

GHS: Classification



# ULV (5-25) Ground

Specimen Label

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

**ACTIVE INGREDIENTS:**

Pyrethrins .....	5.00%
*Piperonyl butoxide, Technical .....	25.00%
**OTHER INGREDIENTS .....	70.00%
	100.00%

\* Equivalent to 20.00% (butylcarbityl) (6-propylpiperonyl) ether and 5.00% related compounds

\*\* Contains petroleum distillate

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

## KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID	
IF ON SKIN OR CLOTHING:	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
IF SWALLOWED:	<ul style="list-style-type: none"> <li>• Immediately call a poison control center or doctor.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or a doctor.</li> <li>• Do not give <b>any</b> liquid to the person.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
IF IN EYES:	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes. Then continue rinsing eyes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
IF INHALED:	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance. Then give artificial respiration, preferably mouth-to-mouth if possible.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>
NOTE TO PHYSICIAN: Contains petroleum distillate – 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

Causes skin irritation. Do not get on skin or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

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

In addition to the above PPE, applicators using high pressure hand wand in an enclosed area must wear at least a NIOSH-approved respirator with:

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

In addition to the above PPE, applicators using handheld foggers in an enclosed area must wear a half-face, full-face, or hood-style NIOSH-approved respirator with:

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

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

User should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. User should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

User should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

### ENGINEERING CONTROLS

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d)(6)].

Human flagging is prohibited. Flagging to support aerial application is limited to use of the Global Positioning System (GPS) or mechanical flagger.

### ENVIRONMENTAL HAZARDS

This product is toxic to aquatic organisms, including fish 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.

**BEE WARNING:** This product is highly toxic to bees and other pollinating insects exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds if bees or other pollinating insects are foraging 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

**Combustible.** Do not use or store near heat or open flame.

### DIRECTIONS FOR USE

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

### RESTRICTION OF USE:

- For use only by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.
- The maximum application rate for wide area mosquito adulticide applications is 0.0025 lbs. pyrethrin/acre per day or 0.025 lbs. piperonyl butoxide /acre per day, whichever limit is hit first except when targeting *Aedes Taeniorhynchus* and other difficult species, applications may be made up to 0.008 lbs. Pyrethrins/acre/day, or 0.08 lbs. piperonyl butoxide /acre/day, whichever limit is hit first. Do not apply more than 0.2 lbs. pyrethrin/acre/year, or 2.0 lbs. piperonyl butoxide/acre/year, whichever is lower, in any treated area. More frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a state, tribal, or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.
- Not for use in outdoor residential misting systems.
- Not for use in metered release systems.
- Not for aerial application in Florida unless specifically authorized by the Bureau of Entomology, Florida Department of Agriculture and Consumer Services.

### WIND SPEED:

Apply only when wind speed is greater than or equal to 1 mph. Ground-based applications for wide-area mosquito abatement application: Spray equipment must be adjusted so that the volume median diameter is less than 30 microns (Dv 0.5 < 30 µm) and that 90% of the spray is contained in droplets smaller than 50 microns (Dv 0.9 < 50 µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to 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 applications for 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 µm) and that 90% of the spray is contained in droplets smaller than 80 microns (Dv 0.9 < 80 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.

### RELEASE HEIGHT for AERIAL:

Fixed wing:

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

Rotary wing:

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

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.

Avoid contamination of food or feedstuffs.

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

This concentrate may be diluted or used as supplied for mosquito control programs involving residential, industrial, recreational and agricultural areas where adult mosquitoes are present in annoying numbers in vegetation surrounding swamps, marshes, overgrown waste areas, roadsides and pastures.

Use in agricultural areas should be in such a manner as to avoid residues in excess of established tolerances for pyrethrins and piperonyl butoxide on crops or commodities.

Best results are expected from application when the meteorological conditions favor an inversion of air temperatures in the area treated, and when the wind is not excessive. Repeated applications may be made as necessary to obtain the desired reduction in adult mosquitoes.

Backpack application may require a greater rate of dilution than the dilution used for vehicle or aircraft mounted sprayers in order to achieve the desired rate of application of active ingredients per acre.

**EQUIPMENT CALIBRATION PARAMETERS  
SPRAY PARTICLE SIZE AND DROPLET SPECTRA**

Directions from the equipment manufacture or vendor, pesticide registrant or a test facility using a laser-based measurement instrument 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.

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

**Ground Equipment:**

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

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

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

**Aerial Equipment:**

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

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

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

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

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

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

**STORAGE AND DISPOSAL**

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

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

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

**CONTAINER HANDLING [For containers of 5 gallons or less]:** 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 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. Do not burn unless allowed by state and local ordinances.

**CONTAINER HANDLING [For containers greater than 5 gallons]:** Non-refillable container. Do not reuse or refill this container. 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. Do not burn unless allowed by state and local ordinances.

[Or for Refillable containers]

Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning before refilling is the 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.

[Or for Refillable totes/55 gal containers]

Pressure rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds 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. 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.



EverGreen® is a registered trademark of McLaughlin Gormley King Company.

EPA Reg. No. 1021-1199

Manufactured for MGK®.

EPA Est. No. 1021-MN-2

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Rev. 1017-0218

8810 Tenth Avenue North, Minneapolis, MN 55427



# SAFETY DATA SHEET

Issue Date: 05-Oct-2017

Revision Date: 05-Oct-2017

Version: 1

## 1. PRODUCT AND COMPANY IDENTIFICATION

### Product identifier

**Product Name:** EverGreen ULV (5-25) Ground

**EPA Registration Number:** 1021-1199

### Other means of identification

**Part Code:** 7067

### Recommended use of the chemical and restrictions on use:

**Recommended Use:** An Insecticide for use by Commercial or Governmental Mosquito Control Personnel.

### Details of the supplier of the safety data sheet

**Manufacturer Address:** McLaughlin Gormley King Company  
8810 10th Avenue North  
Minneapolis, MN 55427  
**Telephone Number:** (800) 645-6466, or (763) 544-0341  
**e-Mail Address:** mgk-sds@mgk.com

**FAX #:**  
(763) 544-6437

### Emergency telephone numbers:

**24 Hour TRANSPORTATION Emergency:** CHEMTREC®: (800) 424-9300  
**International:** (703) 527-3887

**24 Hour MEDICAL Emergency:** SafetyCall®: (888) 740-8712, or (952) 852-9509

**Comments:** MGK® Hours of operation are 8:00 a.m. to 4:30 p.m. CST, 14:00 to 22:30 GMT.  
For MEDICAL EMERGENCIES or PESTICIDE INCIDENTS, call 24 hours a day to  
(888) 740-8712, or (952) 852-9509.

## 2. HAZARDS IDENTIFICATION

**Environment:** OSHA has not adopted the environmental - portion of the GHS regulations, however, this SDS may include information on environmental effects.

### Classification:

#### **OSHA Regulatory Status:**

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200).

Skin corrosion/irritation	Category 2
Aspiration toxicity	Category 1
Combustible liquid	Category 4

### Label elements

#### Emergency Overview

**DANGER**

**Hazard statements**

- H304 - May be fatal if swallowed and enters airways
- H315 - Causes skin irritation
- H400 - Very toxic to aquatic life
- H410 - Very toxic to aquatic life with long lasting effects
- H227 - Combustible liquid



**Appearance:** Clear , Golden - amber

**Physical state:** Liquid

**Odor** Sweet , Solvent

**Precautionary Statements - Prevention:**

- P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking
- P264 - Wash face, hands and any exposed skin thoroughly after handling
- P280 - Wear protective gloves

**Precautionary Statements - Response:**

- P321 - Specific treatment (see Section 4/ First Aid).
- P302 + P352 - IF ON SKIN: Wash with plenty of soap and water
- P332 + P313 - If skin irritation occurs: Get medical advice/attention
- P362 - Take off contaminated clothing and wash before reuse
- P301 + P310 - IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
- P331 - Do NOT induce vomiting
- P370 + P378 - In case of fire: Use CO2, dry chemical, or foam for extinction

**Precautionary Statements - Storage:**

- P405 - Store locked up
- P403 + P235 - Store in a well-ventilated place. Keep cool

**Precautionary Statements - Disposal:**

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

**Hazards not otherwise classified (HNOC):**

Not applicable

**3. COMPOSITION/ INFORMATION ON INGREDIENTS**

Chemical Name	CAS No	Weight-%
Pyrethrins	8003-34-7	5.00
Piperonyl Butoxide (PBO)	51-03-6	25
Petroleum distillates, hydrotreated light	64742-47-8	10<--->20 *
White mineral oil, petroleum	8042-47-5	25<--->50 *

\*The exact percentage (concentration) of composition has been withheld as a trade secret.

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

#### 4. FIRST AID MEASURES

**Aspiration pneumonia hazard:** • May be fatal if swallowed and enters airways.

**Description of first aid measures:**

<b>Eye contact:</b>	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.
<b>Skin Contact:</b>	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.
<b>Ingestion:</b>	If swallowed, IMMEDIATELY call a poison control center or doctor for treatment advice. DO NOT give <b>any</b> liquid to the person. 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.
<b>Inhalation:</b>	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.
<b>Self-protection of the First Responder:</b>	Use personal protective equipment as required.
<b>Note to physicians:</b>	Contains petroleum distillates – vomiting may cause aspiration pneumonia.  For skin effects, a highly efficient therapeutic agent for Pyrethrin/ Pyrethroid exposure is topical application of tocopherol acetate (Vitamin E).

#### 5. FIRE-FIGHTING MEASURES

**Suitable extinguishing media**

Use. Dry chemical. Carbon dioxide (CO<sub>2</sub>). Water spray (fog). Alcohol resistant foam.

**Unsuitable extinguishing media:**

Caution: Use of water spray when fighting fire may be inefficient.

**Hazardous combustion products:** Carbon monoxide, Carbon dioxide (CO<sub>2</sub>).

**Specific hazards arising from the chemical**

Keep product and empty container away from heat and sources of ignition. Risk of ignition.

**Explosion data**

**Sensitivity to Mechanical Impact:** None.

**Sensitivity to Static Discharge:** None.

**Protective equipment and precautions for firefighters:**

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

<u>NFPA</u>	Health hazards 2	Flammability 2	Instability 0	Physical and Chemical Properties
<u>HMIS</u>	Health hazards 2*	Flammability 2	Physical hazards 0	- Personal protection X
<i>Chronic Hazard Star Legend      * = Chronic Health Hazard</i>				

**6. ACCIDENTAL RELEASE MEASURES**

Personal precautions, protective equipment and emergency procedures

**Personal precautions:** Use personal protective equipment as required. Remove all sources of ignition. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Pay attention to flashback. Take precautionary measures against static discharges.

**Environmental precautions:** Prevent entry into waterways, sewers, basements or confined areas. Do not flush into surface water or sanitary sewer system. Prevent further leakage or spillage if safe to do so. Prevent product from entering drains. See Section 12 for additional ecological information.

Methods and material for containment and cleaning up

**Methods for containment:** Prevent further leakage or spillage if safe to do so.

**Methods for cleaning up:** Pick up and transfer to properly labeled containers. Cover liquid spill with sand, earth or other non-combustible absorbent material. Cover powder spill with plastic sheet or tarp to minimize spreading. Soak up with inert absorbent material. Dam up. Take precautionary measures against static discharges.

**7. HANDLING AND STORAGE**

Precautions for safe handling

**Advice on safe handling:** Use personal protective equipment as required. Avoid contact with skin, eyes or clothing. Wash contaminated clothing before reuse. Do not breathe dust/fume/gas/mist/vapors/spray. P270 - Do not eat, drink or smoke when using this product. Use with local exhaust ventilation. All equipment used when handling the product must be grounded. Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapors). For more information, see product label.

Conditions for safe storage, including any incompatibilities

**Storage Conditions:** Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children. Keep away from heat, sparks, flame and other sources of ignition (i.e., pilot lights, electric motors and static electricity). Keep containers tightly closed in a cool, well-ventilated place. Keep away from heat. Keep in properly labeled containers. For more information, see product label.

**8. EXPOSURE CONTROLS/ PERSONAL PROTECTION**

Control parameters

**Exposure Guidelines:** This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH	Supplier OEL
Pyrethrins 8003-34-7	TWA: 5 mg/m <sup>3</sup>	TWA: 5 mg/m <sup>3</sup> (vacated) TWA: 5 mg/m <sup>3</sup>	IDLH: 5000 mg/m <sup>3</sup> TWA: 5 mg/m <sup>3</sup>	-
Petroleum distillates, hydrotreated light 64742-47-8	-	-	-	TWA: 100 ppm TWA: 525 mg/m <sup>3</sup>

**NIOSH IDLH** *Immediately Dangerous to Life or Health*

**Other Information:** Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

**Appropriate engineering controls**

**Engineering Controls:** Safety showers  
Eyewash stations  
Ventilation systems

**Individual protection measures, such as personal protective equipment**

- Eye/face protection:** Protective eyewear is recommended, but is not required.
- Skin and body protection:** Wear protective gloves and protective clothing.
- Respiratory protection:** If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

**General Hygiene Considerations:** When using do not eat, drink or smoke. Wash contaminated clothing before reuse. Regular cleaning of equipment, work area and clothing is recommended.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**Information on basic physical and chemical properties:**

**Physical state:** Liquid  
**Appearance:** Clear , Golden - amber  
**Odor** Sweet , Solvent  
**Odor threshold:** No information available  
**Color (Gardner Scale):** 10

<u>Property:</u>	<u>Values:</u>	<u>Comment: • Method</u>
pH:	---	Not applicable; immiscible in water. .
Melting point / freezing point:	No information available	
Boiling point / boiling range:	No information available	
Flash point:	87.2 °C / 189.0 °F	Tag Closed Cup;
Evaporation rate:	No information available	
Flammability (solid, gas):	No information available	
Upper flammability limit (UEL):	No information available	
Lower flammability limit (LEL):	No information available	
Vapor pressure:	No information available	
Vapor density:	No information available	
Specific Gravity:	0.887	@ 20.0 °C
Water solubility:	No information available	

<b>Partition coefficient; n-Octanol/ Water:</b>	No information available	
<b>Autoignition temperature:</b>	No information available	
<b>Decomposition temperature:</b>	No information available	
<b>Kinematic viscosity:</b>	No information available	
<b>Dynamic viscosity:</b>	15 cPs.	@ 25.0 °C. .
<b>Refractive Index:</b>	1.4676	@ 25°C (77°F)

**Other Information:**

**VOC Content (%):** 9.66

**Miscibility/ Solubility:**

<b>Water:</b>	Immiscible
<b>Alcohol</b>	Miscible
<b>Aromatic solvents:</b>	Miscible
<b>Petroleum distillates:</b>	Miscible

**10. STABILITY AND REACTIVITY****Reactivity**

No data available

**Chemical stability**

Stable under recommended storage conditions.

**Possibility of Hazardous Reactions**

None under normal processing.

**Hazardous polymerization:** Hazardous polymerization does not occur.

**Conditions to avoid**

Heat, flames and sparks.

**Incompatible materials:**

Incompatible with strong acids and bases. Incompatible with oxidizing agents.

**Hazardous Decomposition Products**

Carbon monoxide, Carbon dioxide (CO<sub>2</sub>).

**11. TOXICOLOGICAL INFORMATION****Numerical measures of toxicity - Product Information**

<b>Oral LD<sub>50</sub></b>	>16,000 mg/kg (rat)
<b>Dermal LD<sub>50</sub></b>	>20,000 mg/kg (rabbit)
<b>Inhalation LC<sub>50</sub></b>	>20.31 mg/L, (rat; 4 hours)
<b>Eye contact:</b>	Irritation clearing in 24 hours. (rabbit).
<b>Skin Contact:</b>	Moderate irritation at 72 hours. (rabbit).
<b>Skin Irritation Index:</b>	4.84
<b>Sensitization:</b>	Negative. (guinea pig).
<b>Comment:</b>	Toxicology data was bridged from a similar formula.
<b>Piperonyl Butoxide:</b>	Marginally higher incidences of benign liver tumors in mice were observed

**Carcinogenicity/ Oncogenicity:** following lifetime high dose exposures to PBO. The significance of these observations is questionable and under review. The doses at which tumors were observed for PBO greatly exceeded potential human exposure from labeled uses. Doses at which these effects were observed greatly exceeded anticipated human dietary intake. At anticipated dietary exposure levels, it is highly unlikely that this product will result in carcinogenic effects.

**Carcinogenicity** This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

**Reproductive toxicity:** No information available.

**Developmental Toxicity** No information available.

**Teratogenicity:** No information available.

**STOT - single exposure:** No information available.

**STOT - repeated exposure:** No information available.

**Target Organ Effects:** Central nervous system, Respiratory system, Skin.

**12. ECOLOGICAL INFORMATION**

**Ecotoxicity:**

**Persistence and degradability**

No information available.

**Bioaccumulation**

No information available.

Chemical Name	Partition coefficient; n-Octanol/ Water:
White mineral oil, petroleum 8042-47-5	6

**Other adverse effects:** No information available

**Environmental hazards (EPA):**

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.

**13. DISPOSAL CONSIDERATIONS**

**Waste treatment methods**

**Disposal of wastes:** Disposal should be in accordance with applicable regional, national and local laws and regulations. For more information, see product label.

**Contaminated packaging:** For more information, see product label.

**14. TRANSPORT INFORMATION**

**DOT (Department of Transportation)**

**UN/ID Number:** UN3082

**Proper Shipping Name:** Environmentally hazardous substance, liquid, n.o.s., RQ (Pyrethrins)

**Hazard Class:** 9

**Packing Group:** III  
**Reportable Quantity (RQ):** Pyrethrins (1 Lb.)

**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 less than 20 Lbs.:

Insecticides, Insect or Animal Repellent, Liquid  
 Class: This material is not hazardous.

**Air (IATA/ ICAO)**

**UN/ID Number:** UN3082  
**Proper Shipping Name:** Environmentally hazardous substance, liquid, n.o.s., RQ (Pyrethrins)  
**Hazard Class:** 9  
**Packing Group:** III

**Vessel (IMO/ IMDG)**

**UN/ID Number:** UN3082  
**Proper Shipping Name:** Environmentally hazardous substance, liquid, n.o.s., RQ (Pyrethrins)  
**Hazard Class:** 9  
**Packing Group:** III

**15. REGULATORY INFORMATION**

**US Federal Regulations**

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical Name	SARA 313 - Threshold Values %
Piperonyl Butoxide (PBO) - 51-03-6	1.0

**SARA 311/312 Hazard**

**Categories**

Acute health hazard	Yes
Chronic Health Hazard	No
Fire hazard	Yes
Sudden release of pressure hazard	No
Reactive Hazard	No

**CWA (Clean Water Act)**

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Pyrethrins 8003-34-7	1 lb	-	-	-

**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund

Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ):
Pyrethrins 8003-34-7	1 lb	-	RQ 1 lb final RQ RQ 0.454 kg final RQ

**US State Regulations:**

**California Proposition 65:**

This product does not contain any Proposition 65 chemicals

**U.S. EPA Label Information:**

**EPA Registration Number:** 1021-1199

**Difference between SDS and EPA (FIFRA) Pesticide label:**

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 pesticide label also includes other important information, including directions for use. The hazard information required on the pesticide label is reproduced below:

Signal word: **CAUTION**

Precautionary Statements:

- Causes skin irritation.

International:

<b>TSCA</b>	Complies
<b>DSL/NDSL</b>	Complies
<b>EINECS/ELINCS</b>	Complies
<b>ENCS</b>	Does not comply
<b>IECSC</b>	Complies
<b>KECL</b>	Does not comply
<b>PICCS</b>	Complies
<b>AICS</b>	Complies

Legend:

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory

**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List

**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

**ENCS** - Japan Existing and New Chemical Substances

**IECSC** - China Inventory of Existing Chemical Substances

**KECL** - Korean Existing and Evaluated Chemical Substances

**PICCS** - Philippines Inventory of Chemicals and Chemical Substances

**AICS** - Australian Inventory of Chemical Substances

**16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION.**

**Issue Date:**  
05-Oct-2017

**Revision Date:**  
05-Oct-2017

**Revision Note:**  
- New SDS.

**SDS Prepared By:**

e-Mail Address:

Troy Azzivitto, MGK® Chemistry Department.

mgk-sds@mgk.com

**Disclaimer:**

The information provided in this Safety Data Sheet (SDS) is provided in good faith and believed to be accurate at the time of preparation of the SDS. However, to the extent consistent with applicable law, MGK® and its subsidiaries or affiliates extend no warranties, make no representations, and assume no responsibility as to the accuracy, suitability, or completeness of such information. Additionally, to the extent consistent with applicable law, neither MGK® nor any of its subsidiaries or affiliates represents or guarantees that this information or product may be used without infringing the intellectual property rights of others. Except to the extent a particular use and particular information are expressly stated on the product label, it is the users' own responsibility to determine the suitability of this information for their own particular use of this product. If necessary, contact MGK® to confirm that you have the most current product label and SDS.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABEL (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 as required by the Occupational Health and Safety Act (29 CFR 1910.1200, "Hazcom"). The product label provides information specifically for product use in the ordinary course. Use, storage and disposal of pesticide products is regulated by the EPA under the authority of FIFRA through the product label. All necessary hazard classification and appropriate precautionary use, storage, and disposal information is set forth on that label or labeling accompanying the pesticide or to which reference is made on the label. It is a violation of federal law to use an EPA-registered pesticide product in any manner inconsistent with its labeling.

**End of Safety Data Sheet.**

# FYFANON® EW INSECTICIDE

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.

Kills mosquitoes  
Reduces mosquito populations  
May be Applied Undiluted or Diluted with Water  
Low odor\*\*

EPA Reg. No. 279-3622 EPA Est. No. 4787-DNK-001

ACTIVE INGREDIENT:	By Wt.
Malathion*.....	40.9%
OTHER INGREDIENTS:.....	59.1%
<b>TOTAL</b>	<b>100.0%</b>

\*O,O-dimethyl phosphorodithioate of diethyl mercaptosuccinate  
Contains 3.67 lbs malathion per gallon

\*\*U.S. Patent No. 6,121,478

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

IN CASE OF A MEDICAL EMERGENCY INVOLVING THIS  
PRODUCT CALL TOLL FREE DAY OR NIGHT 1 800-331-3148

SEE BOOKLET FOR ADDITIONAL PRECAUTIONARY  
STATEMENTS AND USE DIRECTIONS

Sold By



FMC Corporation  
2929 Walnut Street  
Philadelphia, PA 19104

Product of Denmark

Net Contents: 2.5 Gallons

<b>FIRST AID</b> CONTAINS AN ORGANOPHOSPHATE THAT INHIBITS CHOLINESTERASE	
<b>IF SWALLOWED:</b>	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by the poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
<b>IF ON SKIN OR CLOTHING:</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15 to 20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>IF IN EYES:</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with warm water for 15 to 20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-331-3148 for emergency medical treatment information.	
<b>NOTE TO PHYSICIAN:</b> This product is a cholinesterase inhibitor. Treat symptomatically. Atropine is antidotal.	

## PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION

Harmful if swallowed. Harmful if absorbed through skin. Causes moderate eye irritation. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

## PERSONAL PROTECTIVE EQUIPMENT (PPE)

Mixers, loaders, applicators, flaggers, and other handlers must wear:

- Long-sleeved shirt and long pants
- Chemical resistant gloves made of Barrier Laminate, Butyl Rubber ≥ 14 mils, Nitrile Rubber ≥ 14 mils, Neoprene Rubber ≥ 14 mils, Natural Rubber ≥ 14 mils, Polyethylene, Polyvinyl Chloride (PVC) ≥ 14 mils, or Viton ≥ 14 mils.
- Shoes plus socks

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

## USER SAFETY RECOMMENDATIONS

User 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.
- 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 toxic to aquatic organisms, including fish and invertebrates. Use care when applying in or to an area which is adjacent to any body of water, and do not apply when weather conditions favor drift from target area. Poorly draining soils and soils with shallow water tables are more prone to produce runoff that contains this product.

When applying as a wide area mosquito adulticide, before making the first application in a season, it is advisable to consult with the state or tribal agency charged with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply or allow to drift onto blooming crops or weeds while bees are actively 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 public 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. When applying as a wide area mosquito adulticide, 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 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.

## PHYSICAL OR CHEMICAL HAZARDS

Do not use or store near heat or open flame.

### STORAGE AND DISPOSAL

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

**PESTICIDE STORAGE:** Fyfanon EW should be stored in the original unopened container in a secure, dry place. Do not contaminate with other pesticides or fertilizers. Avoid excess heat. Fyfanon EW should never be heated above 55°C (131°F), and should not be stored for long periods of time at a temperature in excess of 25° C (77° F).

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

### CONTAINER HANDLING:

#### Refillable containers:

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 other procedures approved by state and local authorities.

#### Nonrefillable containers (equal to or less than 5 gallons):

Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. 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 other procedures approved by state and local authorities.

#### Nonrefillable containers (greater than 5 gallons):

Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. 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 other procedures approved by state and local authorities.

## DIRECTIONS FOR USE

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

## FYFANON EW INSECTICIDE PRODUCT INFORMATION

Fyfanon EW is a water-based malathion emulsion formulation for outdoor space-spray application to control mosquitoes. It contains proprietary formulation technology designed to reduce the odor of malathion.

Fyfanon EW is to be used for ground applications only and is approved for use in populated and rural areas.

Fyfanon EW may be used undiluted or diluted with water (only) – it **must not be diluted with oil-based solvents or diluents.**

Fyfanon EW is recommended to be part of a rotational program to reduce the occurrence of resistance developing in mosquito control programs – see RESISTANCE MANAGEMENT section below.

## RESTRICTIONS

- Do not apply more than 0.23 lb AI/Acre/day.
- Do not re-treat a site more than 3 times in any one week. However, more frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a federal, state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne diseases in animal or human populations, or if specifically approved by the state or tribe during a natural disaster effort.
- Apply when wind speed is equal to or greater than 1 mph.
- Not for aerial application
- Not for use on crop-land
- This product is for outdoor use only

## GENERAL PREPARATION

- Fyfanon EW is only to be applied as an outdoor space-spray for wide-area adult mosquito control.
- Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.
- For best results, apply when mosquitoes are most active and meteorological conditions are conducive to keeping the spray cloud in the air column close to the ground. An inversion of air temperatures and a light breeze is preferable. Application during the cooler hours of the night or early morning may be recommended depending on target species. Use of technology to improve accuracy of treatments is recommended; this may include GPS mapping, weather monitoring or onboard or land based predictive drift modeling systems.
- Ensure Fyfanon EW (diluted or undiluted) is thoroughly agitated before use. Avoid prolonged storage of diluted product in application equipment.

## OPERATING EQUIPMENT PREPARATION

**Correct Droplet size:** Each cold aerosol generator must be adjusted to produce the correct droplet spectrum for optimal mosquito control. Calibrate spray equipment so that the Volume Median Diameter (VMD) of the aerosol is less than 30 microns (Dv 0.5<30µm) and 90% of the volume is in droplets less than 50µm (Dv 0.9<50µm). Directions from the equipment manufacturer, insecticide vendor or a test facility can be used to establish the correct droplet size spectra.

**Maintenance:** Equipment manufacturer's recommendations for cleaning and maintenance of the aerosol unit must be followed. The unit must be inspected before use to correct any malfunctions and to verify that the flow rate is correct. For truck mounted sprayers, use the table below to determine the application volumes required at each vehicle speed. Vehicle should not travel greater than 20 mph. Shut off spray equipment when vehicle is stopped.

## APPLICATION INSTRUCTIONS

### Truck Mounted Sprayer Applications – Non-thermal/cold Aerosol Generator.

Base acreage calculations on manufacturer's directions and recommended swath width.

For control of adult mosquitoes, apply Fyfanon EW at the rate of 0.03 to 0.06 lb ai / A (1.05 to 2.1 fluid ounces Fyfanon EW per acre).

Truck Mounted Application Rates for FYFANON EW INSECTICIDE (300 foot swath)						
lb ai/Acre	Dilution ratio (with water)	Application Rates Fluid Ounces per Minute at Vehicle Speeds				Fl. oz. Finished Spray per Acre
		5 mph	10 mph	15 mph	20 mph	
0.03 – 0.06*	undiluted	3.2 - 6.3	6.3 - 12.6	9.5 - 18.9	12.6 – 25.2	1.05 - 2.1
	1:1	6.3 – 12.6	12.6 – 25.2	18.9 – 37.8	25.2 – 50.4	2.1 – 4.2

\*Where dense vegetation or a public health emergency is present, the use of the highest label rate is recommended.

### Hand-held Portable or Backpack Application

Apply through non-thermal/cold aerosol application equipment. Target application of Fyfanon EW is 1.05 – 2.1 fl.oz/Acre (0.03 – 0.06 lb ai/Acre). Application calculations assume a 50 foot swath and a walking speed of 2.9 ft/second – at this speed it will take 300 seconds (5 minutes) to walk 870 ft which (by using a 50 ft spray swath) covers one acre.

**1 fl.oz/minute output:** Sprayer calibrated to deliver 1 fl.oz finished spray per minute (5 fl.oz finished spray delivered per acre): Dilute Fyfanon EW 1 part concentrate + 3.7 parts water to deliver 0.03 lb AI/Acre. Dilute Fyfanon EW 1 part concentrate + 1.4 parts water to deliver 0.06 lb AI/Acre.

**2 fl.oz/minute output:** Sprayer calibrated to deliver 2 fl.oz finished spray per minute (10 fl.oz finished spray delivered per acre): Dilute Fyfanon EW 1 part concentrate + 8.8 parts water to deliver 0.03 lb AI/Acre. Dilute Fyfanon EW 1 part concentrate + 3.7 parts water to deliver 0.06 lb AI/Acre.

Dilution table for handheld/backpack sprayer for 2.9 ft/second walking speed & 50ft swath				
Finished spray per acre (fl.oz)	0.03 lb AI/Acre		0.06 lb AI/Acre	
	Fl.oz Fyfanon EW for quantity of finished spray required		Fl.oz of Fyfanon EW for quantity of finished spray required	
	For 1 Gallon	For 2 Gallons	For 1 Gallon	For 2 Gallons
5 fl.oz (1fl.oz/minute spray rate)	27 fl.oz	54 fl.oz	54 fl.oz	108 fl.oz
10 fl.oz (2 fl.oz/minute spray rate)	13 fl.oz	27 fl.oz	27 fl.oz	54 fl.oz

## RESISTANCE MANAGEMENT

Mosquitoes are known to develop resistance to insecticides following repeated exposure to the same chemical class. However, the incidence, speed and degree of resistance development cannot be predicted because of environmental and biological variation. The use of Fyfanon EW should conform to resistance management strategies if established for your local use area. Consult local or state mosquito management authorities for information.

Optimal mosquito population control is best achieved by having an understanding of local mosquito resistance status to products being applied for their control. Various factors may result in less than acceptable mosquito control including non-optimal application techniques, equipment problems and adverse weather conditions. Once these are determined not to be the cause, mosquito tolerance or resistance may be suspected. Consult your local company representative, pest management advisor or other experts such as CDC to help establish the cause of control problems and to develop a local strategy.

**NOTICE:** Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before using this product. If the terms are not acceptable, return the product at once, unopened.

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. Crop injury, ineffectiveness, or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions beyond the control of FMC. All such risks shall be assumed by User, and User agrees to hold FMC harmless for any claims relating to such factors.

**FMC warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the Directions for Use when used in accordance with the directions under normal conditions of use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, FMC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SELECTION, PURCHASE, OR USE OF THIS PRODUCT. Any warranties, express or implied, having been made are inapplicable if this product has been used contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to (or beyond the control of) FMC, and user assumes the risk of any such use.**

To the extent permitted by law, FMC or seller shall not be liable for any incidental, consequential or special damages resulting from the use or handling of this product. THE EXCLUSIVE REMEDY OF THE USER, AND THE EXCLUSIVE LIABILITY OF FMC 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 FMC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

This Conditions of Sale and Limitation of Warranty and Liability may not be amended by any oral or written agreement.

**SAFETY DATA SHEET**  
Fyfanon EW Insecticide

SDS # : FO002270-A  
Revision date: 2017-07-17  
Format: NA  
Version 1.01



**1. PRODUCT AND COMPANY IDENTIFICATION**

**Product Identifier**

**Product Name** Fyfanon EW Insecticide

**Other means of identification**

**Product Code(s)** FO002270-A

**Legacy Product Code** F4279-1; 3110-03

**Synonyms** MALATHION: diethyl [(dimethoxyphosphinothioyl)thio]butanedioate (CAS Name); diethyl(dimethoxyphosphinothioylthio)succinate (IUPAC Name)

**Active Ingredient(s)** Malathion

**Formula** C<sub>10</sub>H<sub>19</sub>O<sub>6</sub>PS<sub>2</sub> (Malathion)

**Chemical Family** Organophosphate

**Recommended use of the chemical and restrictions on use**

**Recommended Use:** Insecticide

**Restrictions on Use:** Use as recommended by the label

**Supplier Address**

FMC Corporation  
2929 Walnut Street  
Philadelphia, PA 19104  
(215) 299-6000 (General Information)  
msdsinfo@fmc.com (E-Mail General Information)

**Emergency telephone number**

For leak, fire, spill or accident emergencies, call:  
1 800 / 424 9300 (CHEMTREC - U.S.A.)  
1 703 / 527 3887 (CHEMTREC - Collect - All Other Countries)

Medical Emergencies:  
1 800 / 331-3148 (ProPharma Group - U.S.A. & Canada)  
1 651 / 632-6793 (ProPharma Group - All Other Countries - Collect)

**2. HAZARDS IDENTIFICATION**

**Classification**

**OSHA Regulatory Status**

This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)

Skin corrosion/irritation	Category 2
---------------------------	------------


Serious eye damage/eye irritation	Category 2B
Skin sensitization	Category 1
Carcinogenicity	Category 2

**GHS Label elements, including precautionary statements**

**EMERGENCY OVERVIEW**

**Warning**

**Hazard Statements**  
H302 - Harmful if swallowed  
H315 - Causes skin irritation  
H320 - Causes eye irritation  
H317 - May cause an allergic skin reaction  
H351 - Suspected of causing cancer  
H410 - Very toxic to aquatic life with long lasting effects



**Precautionary Statements - Prevention**

- P202 - Do not handle until all safety precautions have been read and understood
- P264 - Wash face, hands and any exposed skin thoroughly after handling
- P270 - Do not eat, drink or smoke when using this product
- P280 - Wear protective gloves/protective clothing/eye protection/face protection

**Precautionary Statements - Response**

- P308 + P313 - If exposed or concerned: Get medical advice/attention
- P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- P337 + P313 - If eye irritation persists: Get medical advice/ attention
- P302 + P352 - IF ON SKIN: Wash with plenty of water and soap
- P333 + P313 - If skin irritation or rash occurs: Get medical advice/attention
- P362 - Take off contaminated clothing and wash before reuse
- P304 + P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing
- P301 + P312 - IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
- P330 - Rinse mouth

**Precautionary Statements - Storage**

- P403 + P233 - Store in a well-ventilated place. Keep container tightly closed
- P411 + P235 - Store at temperatures not exceeding 25°C/ 77°F. Keep cool.

**Precautionary Statements - Disposal**

- P501 - Dispose of contents/container according to label directions

**Hazards not otherwise classified (HNOC)**

No hazards not otherwise classified were identified.

**Other Information**

Very toxic to aquatic life with long lasting effects. May be harmful in contact with skin.

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

**Chemical Family** Organophosphate.

<b>Chemical name</b>	<b>CAS-No</b>	<b>Weight %</b>
Malathion Technical	121-75-5	40.9
Sodium Hydroxide	1310-73-2	1-5

Synonyms are provided in Section 1.

**4. FIRST AID MEASURES**

<b>Eye Contact</b>	Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Get medical attention if irritation develops and persists.
<b>Skin Contact</b>	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Get medical attention if irritation develops and persists.
<b>Inhalation</b>	Move person from contaminated area to fresh air. Seek medical attention immediately. If person is not breathing, give artificial respiration, preferably by mouth-to-mouth, if possible.
<b>Ingestion</b>	Do not induce vomiting without medical advice. Rinse mouth with water and afterwards drink plenty of water or milk. If vomiting does occur, rinse mouth and drink fluids again. Never give anything by mouth to an unconscious person. Immediate medical attention is required.
<b>Most important symptoms and effects, both acute and delayed</b>	Malathion is a cholinesterase inhibitor affecting the central and peripheral nervous systems producing respiratory depression.
<b>Indication of immediate medical attention and special treatment needed, if necessary</b>	This product contains a reversible cholinesterase inhibitor. If any sign of cholinesterase inhibition occurs, call a doctor (physician), clinic or hospital immediately. Explain that the victim has been exposed to an organophosphorus insecticide. Describe his/her condition and the extent of exposure. Immediately remove the exposed person from the area where the product is present. Treatment is symptomatic and supportive. Atropine sulfate is antidotal.

**5. FIRE-FIGHTING MEASURES**

<b>Suitable Extinguishing Media</b>	Dry chemical, Carbon dioxide (CO <sub>2</sub> ), Water spray, Foam. Avoid heavy hose streams.
<b>Specific Hazards Arising from the Chemical</b>	None known
<b>Hazardous Combustion Products</b>	The essential breakdown products are volatile, toxic, irritant and inflammable compounds such as: Dimethyl sulphide, methyl mercaptan, Sulfur dioxide, Carbon monoxide, Carbon dioxide (CO <sub>2</sub> ), phosphorus pentoxide.
<b>Explosion data</b>	
<b>Sensitivity to Mechanical Impact</b>	No information available.
<b>Sensitivity to Static Discharge</b>	Yes.
<b>Protective equipment and precautions for firefighters</b>	Use water spray to cool fire exposed surfaces and protect personnel. Approach fire from upwind to avoid hazardous vapours and toxic decomposition products. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Dike to prevent runoff. As in any fire, wear self-contained breathing apparatus and full protective gear.

**6. ACCIDENTAL RELEASE MEASURES**

<b>Personal Precautions</b>	Isolate and post spill area. Remove all sources of ignition. Wear suitable protective clothing, gloves and eye/face protection. For personal protection see section 8.
<b>Other</b>	For further clean-up instructions, call FMC Emergency Hotline number listed in Section 1 "Product and Company Identification" above.
<b>Environmental Precautions</b>	Keep people and animals away from and upwind of spill/leak. Keep material out of lakes,

streams, ponds, and sewer drains.

**Methods for Containment**

Dike to prevent runoff. Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal.

**Methods for cleaning up**

If appropriate, surface water drains should be covered. Minor spills on the floor or other impervious surface should be swept up or preferably vacuumed up using equipment with high efficiency final filter. Transfer to suitable containers. Clean area with strong industrial detergent and much water. Absorb wash liquid onto a suitable absorbent such as hydrated lime, universal binder, attapulgite, bentonite or other absorbent clays and transfer contaminated absorbent to suitable containers. The used containers should be properly closed and labelled.

**7. HANDLING AND STORAGE**

**Handling**

Handle in accordance with good industrial hygiene and safety practice. Do not contaminate other pesticides, fertilizers, water, food, or feed by storage or disposal. Handle product only in closed system or provide appropriate exhaust ventilation at machinery. Use only in area provided with appropriate exhaust ventilation. Remove and wash contaminated clothing before re-use. Wash thoroughly after handling. Wear personal protective equipment. Refer to Section 8.

**Storage**

Keep at a temperature not exceeding 25°C. Keep away from heat and sources of ignition i.e., steam pipes, radiant heaters, hot air vents or welding sparks. Keep container tightly closed in a dry and well-ventilated place. Keep out of reach of children and animals. Keep away from food, drink and animal feedingsuffs. Keep/store only in original container. Keep in properly labeled containers.

**Incompatible products**

Strong alkalis, Amines, Strong oxidizing agents.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

Control parameters

Chemical name	ACGIH TLV	OSHA PEL	NIOSH	Mexico
Malathion Technical (121-75-5)	TWA: 1 mg/m <sup>3</sup>	TWA: 15 mg/m <sup>3</sup> S*	IDLH: 250 mg/m <sup>3</sup> TWA: 10 mg/m <sup>3</sup>	Mexico: TWA 10 mg/m <sup>3</sup>
Sodium Hydroxide (1310-73-2)	Ceiling: 2 mg/m <sup>3</sup>	TWA: 2 mg/m <sup>3</sup>	IDLH: 10 mg/m <sup>3</sup> Ceiling: 2 mg/m <sup>3</sup>	Mexico: Ceiling 2 mg/m <sup>3</sup>
Chemical name	British Columbia	Quebec	Ontario TWAEV	Alberta
Malathion Technical (121-75-5)	TWA: 1 mg/m <sup>3</sup> Skin	TWA: 10 mg/m <sup>3</sup> Skin	TWA: 1 mg/m <sup>3</sup> inhalable fraction and vapor  Skin	TWA: 1 mg/m <sup>3</sup> Skin
Sodium Hydroxide (1310-73-2)	Ceiling: 2 mg/m <sup>3</sup>	Ceiling: 2 mg/m <sup>3</sup>	CEV: 2 mg/m <sup>3</sup>	Ceiling: 2 mg/m <sup>3</sup>

**Appropriate engineering controls**

**Engineering measures**

Apply technical measures to comply with the occupational exposure limits. When working in confined spaces (tanks, containers, etc.), ensure that there is a supply of air suitable for breathing and wear the recommended equipment.

**Individual protection measures, such as personal protective equipment**

**Eye/Face Protection**

For exposure to mists or sprays, wear safety goggles or face shield for chemical agents. Maintain eye wash fountain and quick-drench facilities in work area.

**Skin and Body Protection**

Minimize skin contamination by following good industrial hygiene practices.

**Hand Protection**

Use protective gloves made of chemical materials such as nitrile or neoprene. Wash the

outside of gloves with soap and water before reuse. Check regularly for leaks.

**Respiratory Protection**

The product does not automatically present an airborne exposure concern during normal handling. In the event of an accidental discharge of the material which produces a heavy vapour or mist, workers should put on officially approved respiratory protection equipment with a universal filter type including particle filter.

**Hygiene measures**

Clean water should be available for washing in case of eye or skin contamination. Remove and wash contaminated clothing before re-use. Wash skin prior to eating, drinking, chewing gum or using tobacco. Shower or bathe at the end of working. Launder work clothing separately from regular household laundry.

**General information**

If the product is used in mixtures, it is recommended that you contact the appropriate protective equipment suppliers.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**Information on basic physical and chemical properties**

<b>Appearance</b>	Suspension
<b>Physical State</b>	Liquid
<b>Color</b>	Off-white
<b>Odor</b>	Glue-like
<b>Odor threshold</b>	No information available
<b>pH</b>	4.53 @ 25°C (undiluted); 5.32 @25°C (1% dilution in water) The pH is expected to decrease on prolonged storage
<b>Melting point/freezing point</b>	< 0 °C
<b>Boiling Point/Range</b>	No information available
<b>Flash point</b>	> 100 °C / 212 °F (PMCC)
<b>Evaporation Rate</b>	No information available
<b>Flammability (solid, gas)</b>	Not applicable (Product is a liquid)
<b>Flammability Limit in Air</b>	
<b>Upper flammability limit:</b>	No information available
<b>Lower flammability limit:</b>	No information available
<b>Vapor pressure</b>	No information available
<b>Vapor density</b>	No information available
<b>Density</b>	1.072 g/mL @ 20°C
<b>Specific gravity</b>	No information available
<b>Water solubility</b>	Miscible with water
<b>Solubility in other solvents</b>	No information available
<b>Partition coefficient</b>	No information available
<b>Autoignition temperature</b>	No information available
<b>Decomposition temperature</b>	No information available
<b>Viscosity, kinematic</b>	No information available
<b>Viscosity, dynamic</b>	1092 mPa.s at 20°C, 973 mPa.s at 40°C
<b>Explosive properties</b>	Not explosive
<b>Oxidizing properties</b>	Non-oxidizing
<b>Molecular weight</b>	No information available
<b>Bulk density</b>	No information available

**10. STABILITY AND REACTIVITY**

<b>Reactivity</b>	None under normal use conditions
<b>Chemical Stability</b>	Stable up to 100 °C. Heating above this temperature may cause explosive decomposition.
<b>Possibility of Hazardous Reactions</b>	None known.
<b>Hazardous polymerization</b>	Hazardous polymerization does not occur.
<b>Conditions to avoid</b>	Heating can release hazardous gases. The product should never be heated above 55°C. Local heating above this temperature should be avoided as well.
<b>Incompatible materials</b>	Strong alkalis, Amines, Strong oxidizing agents.
<b>Hazardous Decomposition Products</b>	See Section 5 for more information.

**11. TOXICOLOGICAL INFORMATION****Product Information**

LD50 Oral : > 2000 mg/kg (rat)  
 LD50 Dermal : > 4000 mg/kg (rat)  
 LC50 Inhalation : > 5.75 mg/L 4 hr (rat)

Serious eye damage/eye irritation Mildly irritating (rabbit).  
 Skin corrosion/irritation Mildly irritating (rabbit).  
 Sensitization May cause sensitization by skin contact

**Information on toxicological effects**

**Symptoms** Malathion is a cholinesterase inhibitor affecting the central and peripheral nervous systems producing respiratory depression. On contact, the first symptoms to appear may be irritation. Symptoms of cholinesterase inhibition: nausea, headache, vomiting, cramps, weakness, blurred vision, pin-point pupils, tightness in chest, laboured breathing, nervousness, sweating, watering of eyes, drooling or frothing of mouth and nose, muscle spasms and coma.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

**Mutagenicity** The product contains no ingredients known to be mutagenic.  
**Carcinogenicity** Malathion Limited evidence of a carcinogenic effect  
**Neurological effects** Malathion: No information available  
**Reproductive toxicity** This product does not contain any known or suspected reproductive hazards.  
**STOT - single exposure** No known effects under normal use conditions.  
**STOT - repeated exposure** Causes damage to organs through prolonged or repeated exposure. See listed target organs below.  
**Target organ effects** Nervous System, Acetylcholinesterase Inhibition  
**Neurological effects** Malathion: No information available  
**Aspiration hazard** The product does not present an aspiration pneumonia hazard.

Chemical name	ACGIH	IARC	NTP	OSHA
Malathion Technical 121-75-5		Group 2A		X

**Legend:**

IARC (International Agency for Research on Cancer)

Group 2A - Probably Carcinogenic to Humans

OSHA (Occupational Safety and Health Administration of the US Department of Labor)

X - Present

**12. ECOLOGICAL INFORMATION****Ecotoxicity**

<b>Malathion Technical (121-75-5)</b>				
Active Ingredient(s)	Duration	Species	Value	Units
Malathion	96 h LC50	Oncorhynchus mykiss (rainbow trout)	0.18	mg/L
	37-day NOEC	Oncorhynchus mykiss (rainbow trout)	21	µg/L
	48 h EC50	Daphnia magna	0.72	µg/L
	21 d NOEC	Daphnia magna	0.06	µg/L
	72-h IC50	Selenastrum capricornutum	4.06	mg/L
	LD50	Bobwhite quail	359	mg/kg
	5-day dietary LC50	Bobwhite quail	3497	mg/kg

	LD50	Mallard duck	1485	mg/kg
	14-day LC50	Earthworm	613	mg/kg
	LD50 acute oral	Honey bees	0.38	µg/bee
	LD50 topical	Honey bees	0.27	µg/bee

**Persistence and degradability** Malathion: Biodegradable, but does not meet the criteria for being readily biodegradable, Non-persistent.

**Bioaccumulation** Malathion: Not expected to bioaccumulate.

**Mobility** Malathion: Medium mobility; has some potential to reach groundwater.

**13. DISPOSAL CONSIDERATIONS**

**Waste disposal methods** Improper disposal of excess pesticide, spray mixture, or rinsate is prohibited. If these wastes cannot be disposed of by use according to label instructions, contact appropriate disposal authorities for guidance. Proper personal protective equipment, as described in Sections 7 and 8, must be worn while handling materials for waste disposal.

**Contaminated Packaging** Containers must be disposed of in accordance with local, state and federal regulations. Refer to the product label for container disposal instructions.

**14. TRANSPORT INFORMATION**

**DOT** NOT REGULATED Classification below is only applicable when this material is packaged in quantities of 240 lbs or more

**UN/ID no** UN3082  
**Proper Shipping Name** Environmentally hazardous substance, solid, n.o.s.  
**Hazard class** 9  
**Packing Group** III  
**Reportable Quantity (RQ)** Malathion  
**Marine Pollutant** Malathion.  
**Description** UN3082, Environmentally hazardous substance, liquid, n.o.s. (Malathion), 9, III, RQ

**TDG** Classification below is only applicable when shipped by vessel and is not applicable when shipped by road or rail only.

**UN/ID no** UN3082  
**Proper Shipping Name** Environmentally hazardous substance, liquid, n.o.s.  
**Hazard class** 9  
**Packing Group** III  
**Marine Pollutant** Malathion.  
**Description** UN3082, Environmentally hazardous substance, liquid, n.o.s. (Malathion), 9, III, RQ

**ICAO/IATA**

**UN/ID no** UN3082  
**Proper Shipping Name** Environmentally hazardous substance, liquid, n.o.s.  
**Hazard class** 9  
**Packing Group** III  
**Description** UN3082, Environmentally hazardous substance, liquid, n.o.s. (Malathion), 9, III  
**Limited quantity** 30 kg G

**IMDG/IMO**

**UN/ID no** UN3082  
**Proper Shipping Name** Environmentally hazardous substance, liquid, n.o.s.  
**Hazard class** 9  
**Packing Group** III  
**EmS No.** F-A, S-F  
**Marine Pollutant** Malathion

**Fyfanon EW Insecticide**

SDS # : FO002270-A  
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 Version 1.01

Description UN3082, Environmentally hazardous substance, liquid, n.o.s. (Malathion), 9, III

<b>15. REGULATORY INFORMATION</b>
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**U.S. Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical name	CAS-No	Weight %	SARA 313 - Threshold Values %
Malathion Technical - 121-75-5	121-75-5	40.9	1.0

**SARA 311/312 Hazard Categories**

<b>Acute health hazard</b>	Yes
<b>Chronic health hazard</b>	Yes
<b>Fire hazard</b>	Yes
<b>Sudden release of pressure hazard</b>	No
<b>Reactive Hazard</b>	No

**Clean Water Act**

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42):

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Malathion Technical 121-75-5	100 lb			X
Sodium Hydroxide 1310-73-2				X

**CERCLA**

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302):

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs
Malathion Technical 121-75-5	100 lb 45.4 kg	
Sodium Hydroxide 1310-73-2	1000 lb 454 kg	
Hydrogen peroxide 7722-84-1		1000 lb

**FIFRA Information**

*This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:*

**CAUTION**

*Harmful if swallowed or absorbed through skin.  
 Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing.  
 Toxic to aquatic organisms, including fish and invertebrates  
 Highly toxic to bees exposed to direct treatment on blooming crops or weeds.*

**US State Regulations****California Proposition 65**

This product contains the following Proposition 65 chemicals.

**Fyfanon EW Insecticide**

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<b>Chemical name</b>	<b>California Prop. 65</b>
Malathion Technical - 121-75-5	Carcinogen

**U.S. State Right-to-Know Regulations**

Chemical name	New Jersey	Massachusetts	Pennsylvania
Malathion Technical 121-75-5	X	X	X
Sodium Hydroxide 1310-73-2	X	X	X

**International Inventories**

Chemical name	TSCA (United States)	DSL (Canada)	EINECS/ELINC S (Europe)	ENCS (Japan)	China (IECSC)	KECL (Korea)	PICCS (Philippines)	AICS (Australia)
Malathion Technical 121-75-5		X	X	X	X	X	X	X
Sodium Hydroxide 1310-73-2	X	X	X	X	X	X	X	X

**Mexico - Grade** Serious risk, Grade 3

Chemical name	Carcinogen Status	Mexico
Malathion Technical		Mexico: TWA 10 mg/m <sup>3</sup>
Sodium Hydroxide		Mexico: Ceiling 2 mg/m <sup>3</sup>

**CANADA**

**WHMIS Statement**

This product has been classified in accordance with the Hazardous Products Regulations (HPR) and the SDS contains all the information required by the HPR.

**WHMIS Hazard Class** D2B - Toxic materials



**16. OTHER INFORMATION**

<b>NFPA</b>	<b>Health Hazards</b> 2	<b>Flammability</b> 2	<b>Instability</b> 0	<b>Special Hazards</b> -
<b>HMIS</b>	<b>Health Hazards</b> 2*	<b>Flammability</b> 2	<b>Physical hazard</b> 0	<b>Personal Protection</b> X

\*Indicates a chronic health hazard.

**NFPA/HMIS Ratings Legend** Severe = 4; Serious = 3; Moderate = 2; Slight = 1; Minimal = 0

**Revision date:** 2017-07-17  
**Reason for revision:** Initial Release

**Disclaimer**

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Revision date: 2017-07-17  
Version 1.01

applicable where such product is used in combination with any other materials or in any process. Use of this product is regulated by the U.S. Environmental Protection Agency (EPA). It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Further, since the conditions and methods of use are beyond the control of FMC Corporation, FMC corporation expressly disclaims any and all liability as to any results obtained or arising from any use of the products or reliance on such information.

Prepared By:

FMC Corporation

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**End of Safety Data Sheet**

# PermaSease™ 4-4

For use as a spray by air and ground application to control adult mosquitoes, biting and non-biting midges, gnats, and black flies.

For use by federal, state, tribal, or local governmental 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 synergized permethrin formulation that provides quick knockdown and effective control of mosquitoes, black flies, gnats, biting and non-biting midges, as well as other biting flies in residential, recreational, urban, rural, and agricultural areas where mosquitoes and flies are found.

- ULV application provides excellent control at rates from 0.001 up to 0.007 pounds permethrin per acre.
- May be applied undiluted or diluted.

**ACTIVE INGREDIENTS:**

<b>Permethrin:</b> (3-phenoxyphenyl) methyl (+/-) Cis/trans 3-(2,2-dichloroethenyl)	
2,2-Dimethyl-cyclopropanecarboxylate:	4.6%
<b>Piperonyl Butoxide*</b> :	4.6%
<b>OTHER INGREDIENTS**:</b>	90.8%
<b>TOTAL:</b>	100.0%

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

\*\*Contains a Petroleum Distillate Solvent

Contains 0.3344 lb. A.I. Permethrin and 0.3344 lb. A.I. Piperonyl Butoxide per gallon

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

See Inside Attached Booklet for Additional Precautionary Statements.

**PRECAUCION AL USUARIO:** Si usted no lee inglés, no use este producto hasta que la etiqueta haya sido explicado ampliamente.

(To the User: If you cannot read English, do not use this product until the label has been fully explained to you.)

FIRST AID	
<b>IF SWALLOWED:</b>	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 by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
<b>IF IN EYES:</b>	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.
<b>IF ON SKIN OR CLOTHING:</b>	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.
<b>IF INHALED:</b>	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.
HOTLINE 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 SafetyCall® International (866) 897-8050 for emergency medical treatment information.	
<b>Note to Physician:</b> Contains petroleum distillate-vomiting may cause aspiration hazard.	



## PRECAUTIONARY STATEMENTS

### Hazards to Humans and Domestic Animals

**CAUTION:** Harmful if swallowed, inhaled, or absorbed through the skin. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Remove contaminated clothing and wash clothing before reuse.

### Environmental Hazards

This pesticide 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 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 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 and Chemical Hazards

Do not use, pour, spill, or store near heat or open flame.

## DIRECTIONS FOR USE

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

While using or handling this product wear long sleeved shirt and long pants, socks, and shoes.

### Conditions and Rates to Use for Mosquito Control

**PermaSease™ 4-4** is recommended for application as an Ultra-Low Volume (ULV) Thermal or Non-thermal aerosol (cold fog) to control adult mosquitoes, and other insects as listed on this label, in residential and recreational areas where these insect pests become a problem; such as urban areas, commercial areas, woodlands, roadsides, parks, campsites, animal quarters, barns, athletic fields, golf courses, residential areas, municipalities, gardens, playgrounds, recreational areas, non-crop waste areas, and over listed crops, range land, and pastures where mosquitoes and flies may be found. **PermaSease™ 4-4** may also be applied to treat outdoor aggregation and harborage sites including storm drains, underground drainage pipes and pipe chases. For best results, treat when insects are most active and conditions are conducive to keeping the fog in the air column close to the ground, (e.g. cool temperatures of the evening, night or early morning and wind).

Do not apply more than 0.007 lb. ai/A per day. Do not apply more than 0.18 lb. ai/A 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 diseases in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort. Apply when wind speed is greater than or equal to 1 mph.

### Spray Drift Management for Wide Area Mosquito Abatement

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

Both ground and aerial applications should be made when meteorological conditions are conducive to keeping the spray cloud close to the ground, such as when an air temperature inversion is present. Applications during the cool hours of early morning or evening are preferable. Air temperatures should be greater than 50° F when conducting all types of applications. Application in calm air conditions is to be avoided. Apply when wind speed is greater than 1 mph.

**PermaSease™ 4-4** can be applied over specific growing crops and range grasses prior to harvest for the control of adult mosquitoes and biting flies within or adjacent to these areas. Application can be made where the following crops are present:

Alfalfa	Filbert
Almonds	Garlic
Apples	Horseradish
Artichoke, globe	Leafy vegetables (except Brassica)
Asparagus	Lettuce, head
Avocado	Mushrooms
Broccoli	Onion, dry bulb
Brussels sprouts	Peaches
Cabbage	Pears
Cauliflower	Pepper, bell
Celery	Pistachio
Cherries	Potato
Corn, sweet, kernel plus cob with husks removed	Range grasses
Corn, fodder	Soybeans
Corn, forage	Spinach
Corn, grain (field and pop)	Tomatoes
Corn, stover	Vegetable, cucurbits
Eggplant	Walnuts

Do not spray this product on or allow it to drift onto cropland (other than crops 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.

## GROUND APPLICATION INSTRUCTIONS

### Droplet Size Calibration for Ground Application Equipment

For ground-based application spray equipment must be adjusted so that the volume median diameter is less than 30 microns (Dv 0.5 < 30um) 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, or 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.

### ULV Non-Thermal Aerosol (Cold Fog)

To control adult mosquitoes, midges, gnats, and black flies apply **PermaSease™ 4-4** diluted or undiluted using any standard ULV ground applicator capable of producing the required droplet spectrum. Apply the product to deliver 0.001 to 0.007 lb. permethrin per acre. Under normal conditions a 300ft swath width is recommended but in dense vegetation, high mosquito populations, or open areas the swath width can be adjusted accordingly to establish the proper flow rates. See Rate Charts below for some suggested application rates for ground ULV applications based on a 300 ft swath width.

When applying this product undiluted, apply at a flow rate of 2.7-18.7 ounces per minute at an average vehicle speed of 10 mph. These rates are equivalent to 0.001 to 0.007 pound of permethrin and 0.001 to 0.007 pounds of piperonyl butoxide per acre with an assumed 300ft swath width. If a different vehicle speed or swath width is used, adjust the rate accordingly to achieve a rate between 0.001 and 0.007 lbs. of permethrin per acre. Vary flow rates accordingly to vegetation density and mosquito population. Use of the maximum flow rates and application rates listed on this label is recommended to treat heavy vegetation or when target insect populations are high. An accurate flow rate control system must be used to ensure proper flow rate. For optimum ground application performance, apply at speeds of 5 to 20 mph.

**Flow Rate Chart for Use of PermaSease™ 4-4 Diluted and Undiluted**  
**PermaSease™ 4-4** may also be applied by diluting, 1 part to 1 part of a light mineral oil or suitable solvent, applied so as not to exceed 0.007 lbs. of permethrin per acre. If an alternate dilution rate is required, adjust the flow rate, accordingly, provided the droplet size and spectrum remain within label specifications.

Ground Application Rate Chart – For Use of PermaSease™ 4-4: Undiluted						
Conditions and Rates to PermaSease™ 4-4 Undiluted for Mosquito Control						
lbs. A.I. acre		Application Rates Fluid Ounces per Minute				Fluid Ounces and (milliliters) per acre
Permethrin	PBO	5 mph	10 mph	15 mph	20 mph	
0.001	0.001	1.2	2.3	3.5	4.6	0.38 (11.32 mL)
0.00175	0.00175	2.0	4.1	6.1	8.1	0.67 (19.81 mL)
0.0025	0.0025	2.9	5.8	8.7	11.6	0.96 (28.39 mL)
0.0035	0.0035	4.1	8.1	12.2	16.2	1.34 (39.63 mL)
0.005	0.005	5.8	11.6	17.4	23.2	1.91 (56.60 mL)
0.007	0.007	8.1	16.2	24.4	32.5	2.68 (79.26 mL)

Ground Application Rate Chart – Dilute (1) Part PermaSease™ 4-4 in (1) Part Mineral Oil						
Amounts to Use After Diluting 1 PermaSease™ 4-4 With 1 Parts Mineral Oil						
lbs. A.I. acre		Application Rates Fluid Ounces per Minute				Fluid Ounces and (milliliters) per acre
Permethrin	PBO	5 mph	10 mph	15 mph	20 mph	
0.001	0.001	2.3	4.6	7	9.3	0.77 (22.77 mL)
0.00175	0.00175	4.1	8.1	12.2	16.2	1.34 (39.63 mL)
0.0025	0.0025	5.8	11.6	17.4	23.2	1.91 (56.49 mL)
0.0035	0.0035	8.1	16.2	24.4	32.5	2.68 (79.26 mL)
0.005	0.005	11.6	23.2	34.8	46.4	3.83 (113.27 mL)
0.007	0.007	16.2	32.5	48.7	65.0	5.36 (158.52 mL)

#### Thermal Aerosol Fogging

Apply **PermaSease™ 4-4** diluted or undiluted with suitable thermal fogging equipment such as vehicle mounted or handheld thermal fog generators capable of making thermal fog applications. Use only well maintained and properly calibrated thermal fogging equipment to ensure optimum performance and effectiveness. If diluted, use a light mineral oil, or another suitable non-phytotoxic diluent, to reduce oil requirement and sludge buildup in equipment. Do not exceed the maximum rate of

0.007 lbs. of permethrin per acre. Apply **PermaSease™ 4-4** to deliver 0.001 to 0.007 lb. a.i. per acre. Droplet size of thermal fog will be very small usually in the 0.5 to 1.0 micron range. For best results, fog downwind by directing thermal fog into the air and allowing it to drift through areas with active mosquitoes or where mosquitoes find harborage. Do not thermal fog when winds exceed 10 mph. Do not fog wet foliage.

**Vehicle Mounted:** May be applied with vehicle mounted sprayers at speeds of 5 to 20 mph using a treatment swath width of 300 ft.

**Portable or Hand Carried:** For use with hand carried and/or portable thermal foggers, use a walking speed of 2 mph and a 50-foot swath.

#### Use as An Insect Barrier Treatment

For use in Non-Thermal ULV, motorized, portable, backpack, handheld, or vehicle mounted fogging equipment or fog type mist blower equipment, apply **PermaSease™ 4-4** with equipment adjusted to deliver ULV particles of 50 to 120 microns volume median diameter. **PermaSease™ 4-4** may be applied undiluted or diluted. If diluted, use a light mineral oil, or another suitable non-phytotoxic diluent. Do not apply more than 0.007 lbs. of permethrin per acre using an appropriate swath width based on the capabilities of your equipment, typically a 50ft swath width is used. 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, and underground drainage pipes where adult mosquitoes find harborage. When this product is applied as a barrier treatment, do not apply within 100 feet (30 meters) of lakes and streams.

### AERIAL APPLICATION INSTRUCTIONS

**PermaSease™ 4-4** may be applied diluted or undiluted at rates of 0.001 to 0.007 pounds of permethrin per acre by fixed wing or rotary aircraft that are capable of making an ULTRA LOW VOLUME (ULV) application. For fixed wing and rotary aircraft with flat fan or rotary nozzles, apply at a sufficient airspeed to deliver the appropriate amount of a.i./acre and to achieve the appropriate droplet range as prescribed by this label. Apply when wind speed is equal to or greater than 1 mph. In order to compensate for windy and meteorological conditions and ensure drift into the target area, aerial applications with aircraft equipped with Global Positioning Systems (GPS) and/or spray cloud drift optimization software is recommended.

Do not apply by fixed wing aircraft at a height less than 100 ft, or by helicopter at a height less than 75 feet unless specifically approved by the state or tribe based on public health needs.

#### Spray Droplet Size Calibration

For aerial applications made ≤ 200 ft above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns (Dv 0.5 < 60µm) and that 90% of the spray is contained in droplets smaller than 100 microns (Dv 0.9 < 100µm).

For aerial applications made > 200 ft above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 70 microns (Dv 0.5 < 70µm) and that 90% of the spray is contained in droplets smaller than 145 microns (Dv 0.9 < 145µm).

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, or 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.

**Prohibition on Aerial Use in Florida:** Not for aerial application in the State of Florida unless specifically authorized by the Florida Bureau of Entomology and Pest Control and the Florida Department of Agriculture and Consumer Services.

## STORAGE AND DISPOSAL

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

**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 fullers 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 reuse or refill this container. Triple rinse (or equivalent) promptly after emptying. Triple rinse as follows:

**For Containers equal to or less than 5 Gallons:** 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 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. If recycling is not available then dispose of container in a sanitary landfill or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

**For Containers greater than 5 Gallons:** 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. 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 back and forth several times. Turn the container over on its other end and tip 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. If recycling is not available then dispose of container in a sanitary landfill or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

**For Bulk 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 the container into application equipment or mix tank. Fill the container about 10 percent full with mineral oil. Agitate vigorously or recirculate mineral oil with pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing process two more times.

## WARRANTY NOTICE

Read the entire Directions for Use and Warranty before using this product. By using this product, User or Buyer accepts the following warranty.

The Directions for Use of this product are believed to be adequate and must be followed carefully. It is impossible to eliminate all risks associated with the use of this product. Unintended consequences may result because of unknown factors. All such risks shall be assumed by the User or Buyer.

ADAPCO LLC. is committed to providing high quality products. To the extent consistent with applicable law, ADAPCO LLC. makes no warranties, express or implied, of merchantability or of fitness for a particular purpose or otherwise that extend beyond statements on this label. To the extent consistent with applicable law, ADAPCO LLC., the Manufacturer, or the Seller shall not be liable for indirect, special, incidental or consequential damages. To the extent consistent with applicable law, the exclusive remedy of the User or Buyer shall not exceed the purchase price paid.

## SECTION 1: IDENTIFICATION

**Product Name:** PERMASEASE® 4-4  
**Description:** Insecticide  
**EPA Reg. No.:** 86291-3-96263

**Company Identification:**  
ADAPCO LLC.  
550 Aero Lane  
Sanford, FL 32771

**Emergency Response Telephone Numbers**  
For Spills Call: 1-(800)-424-9300  
For Medical Emergencies Call: 1-(866)-897-8050

## SECTION 2: HAZARD IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200



**Signal word:** Danger

### Hazard statements

May be fatal if swallowed and enters airways. Harmful if swallowed. Harmful in contact with skin. Harmful if inhaled.

### Precautionary statements

#### Prevention

Do not breathe mists. Wash hands thoroughly after handling. Avoid breathing mist and spray. Use only outdoors in a well-ventilated area. Wear protective gloves and clothes, eye, and face protection. Do not eat, drink, or smoke when using this product.

#### Response

If swallowed: Immediately call a poison center. Do NOT induce vomiting. Rinse mouth. If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a poison center if you feel unwell. If on skin: Wash with plenty of water. Take off immediately all contaminated clothing and wash it before reuse.

**Storage:** Store locked up.

**Disposal:** Dispose of contents at approved chemical waste disposal facility. Dispose of empty containers after triple rinsing, or according to label directions, in regular waste (see section 13 for specific instructions).

### Other hazards

90% of this mixture consists of ingredients of unknown acute toxicity.

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

<b>INGREDIENTS:</b>	<b>CAS NO.</b>	<b>(% w/w)</b>
Permethrin	52645-53-1	4.6%
Piperonyl Butoxide	51-03-6	4.6%
Aliphatic Petroleum Distillate	64741-89-5	90.8%

## SECTION 4: FIRST AID MEASURES

## FIRST AID

<b>If swallowed</b>	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 by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
<b>If in eyes</b>	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.
<b>If on skin or clothing</b>	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.
<b>If inhaled</b>	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.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. **Hotline Number:** You may also contact SafetyCall® International (866) 897-8050 for emergency medical treatment information.

**Note to Physician:** Contains petroleum distillate-vomiting may cause aspiration hazard.

## SECTION 5: FIRE-FIGHTING MEASURES

**FLASH POINT:** >230° F (>110° C)

**AUTOIGNITION TEMPERATURE:** N/A

**EXTINGUISHING MEDIA:** Carbon dioxide, foam, dry chemical, or ware fog

**SPECIAL FIRE FIGHTING PROCEDURES:** Wear full protective clothing and self-contained breathing apparatus. Evacuate non-essential personnel from the area to prevent exposure to fire, smoke, fumes, or products of combustion. Prevent use of contaminated buildings, area, and equipment until decontaminated. Smother to exclude air. Do not use water. Handle as an oil fire.

**UNUSUAL FIRE AND EXPLOSION HAZARDS:** None.

**NFPA HAZARD CLASSIFICATION:**

<u>HEALTH</u>	<u>FIRE</u>	<u>REACTIVITY</u>	<u>SPECIAL</u>
1	0	0	N/A

**NFPA HAZARD RATING CODES:**

<u>INSIGNIFICANT</u>	<u>SLIGHT</u>	<u>MODERATE</u>	<u>HIGH</u>	<u>EXTREME</u>
0	1	2	3	4

**SPECIAL CODES:** OX = oxidizer, SA = simple asphyxiant, ~~W~~ = reacts with water

## SECTION 6: ACCIDENTAL RELEASE MEASURES

**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:** In case of spill or leakage, ventilate the area, wear chemical resistant gloves, and footwear. Retrieve and filter the liquid in some manner and use as directed on this label, or "soak-up" the liquid with absorbent material such as sawdust, soil, fuller's earth or, etc. Wear goggles with splash protection or face shield, rubber gloves (nitrile, neoprene, laminated, or Viton), rubber boots, long sleeves, and long pants to prevent contact with spilled product.

**SMALL SPILLS:** Cover spill with absorbent material, such as sand, sawdust, earth, etc.. Sweep up and place in an approved chemical waste container. Wash the spill area with water and detergent. Do not allow wash water into sewers or other bodies of water.

**LARGE SPILLS:** Contain spill and prevent it from reaching sewers or surface waters. Cover spill with absorbent material. Sweep up and place in an approved chemical waste container. Wash the spill area with water and detergent. Do not allow wash water into sewers or other bodies of water.

### SECTION 7: HANDLING AND STORAGE

**HANDLING AND STORAGE:** Do not contaminate water, food or feed by storage or disposal. Store upright at room temperatures. Do not expose to extreme temperatures. Store in well-ventilated, secure area, out of reach of children and animals. Do not store near food, beverages, or tobacco products. Prevent eating, drinking, tobacco use, and cosmetics application in areas where there is a potential for exposure to this product. Always wash thoroughly after handling. Do not contaminate water, food or feed by storage or handling. Store containers upright at room temperature. Avoid extreme temperatures.

### SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

INGREDIENTS*:	CAS NO.	% WT	OSHA TWA	OSHA STEL	ACGIH TWA	ACGIH STEL	OTHER†
Permethrin	52645-53-1	4.6%	NE	NE	NE	NE	NE
Piperonyl Butoxide	51-03-6	4.6%	NE	NE	NE	NE	NE
Aliphatic Petroleum Distillate	64741-89-5	90.8%	NE	NE	NE	NE	NE

\* All ingredients in quantities > 1.0 % (> 0.1 % for carcinogens or teratogens) that are potentially hazardous per OSHA definitions

† AIHA WEEL 8 hour TWA or NIOSH REL 8 hour TWA

N/A = not applicable NE = not established

**ENGINEERING CONTROLS:** Engineering Controls: Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR 170.240(d)(6)). Human flagging is prohibited. Flagging to support aerial application is limited to use of the Global Positioning System (GPS) or mechanical flaggers.

**EYE PROTECTION:** Goggles for splash protection, or face shield.

**SKIN PROTECTION:** Some Materials that are chemical-resistant to this product are nitrile and neoprene. If you want more options, follow the instructions for category E on an EPA chemical-resistance category selection chart. Mixers, applicators, and other handlers must wear: Long-sleeve shirt and long pants; shoes plus socks; chemical-resistant gloves for all handlers (except for applicators using motorized ground equipment, pilots, and flaggers); chemical-resistant apron for mixers/loaders, persons cleaning equipment, and persons exposed to the concentrate. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

**WORK HYGIENIC PRACTICES:** User should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. User should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

<b>Color:</b>	Very Light Yellow, Gardner 2
<b>Physical State:</b>	Liquid
<b>Odor:</b>	Very Faint Chemical Odor
<b>Density:</b>	0.862 g/cc @ 25° C
<b>Flash Point:</b>	> 230° F (>110° C)
<b>Solubility:</b>	Does not disperse in water
<b>Viscosity:</b>	19.87 CPS @ 25° C
<b>pH:</b>	4.05 (1% dispersion)
<b>Stability:</b>	Stable

### SECTION 10: STABILITY AND REACTIVITY

#### Reactivity

<b>Thermal decomposition</b>	No data available
<b>Chemical stability</b>	Stable under normal conditions.
<b>Possibility of hazardous reactions</b>	No dangerous reaction known under conditions of normal use.
<b>Conditions to avoid</b>	No data available
<b>Incompatible materials</b>	Strong oxidizing agents
<b>Hazardous decomposition Products</b>	No decomposition products expected under normal conditions of use.

### SECTION 11: TOXICOLOGICAL INFORMATION

**ACUTE ORAL EFFECTS:** Oral LD50 (Rat): >500 to <5,000 mg./kg. (female) >5,000 mg./kg. (male)

**ACUTE RESPIRATORY EFFECTS:** Contains petroleum distillates, which create an aspiration hazard.

**ACUTE DERMAL EFFECTS:** Dermal LD50 (Rat): >2,000 mg/kg. Permethrin is a skin sensitizer in some individuals.

**EYE EFFECTS:** Minimally irritating

**CARCINOGENICITY:** Permethrin: A statistically significant increase of lung and liver tumors was observed in female mice receiving diets containing 375 and 750 mg/kg/day over 85 weeks. Piperonyl Butoxide: Marginally higher incidences of benign liver tumors in mice were observed following lifetime high dose exposures. The significance of this observation is questionable and under review. The doses at which tumors were observed greatly exceeded human dietary intake. At anticipated dietary exposure levels, it is highly unlikely that piperonyl butoxide would result in carcinogenic effects. IARC has also concluded that there is no evidence for the carcinogenicity of white oils when administered by routes other than by interperitoneal injection. The solvent is not carcinogenic according to the OSHA Hazard Communication Standard.

**TERATOGENICITY (birth defects):** Permethrin and Piperonyl Butoxide were not teratogenic when tested in rats.

**REPRODUCTIVE TOXICITY:** Permethrin and Piperonyl Butoxide were not reproductive toxins when tested in rats.

**MUTAGENICITY (genetic effects):** Permethrin and Piperonyl Butoxide did not produce any mutagenic effects when tested in the Ames test.

### SECTION 12: ECOLOGICAL INFORMATION

#### ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to aquatic organisms, including fish and invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean water mark. Do not apply when weather conditions favor drift from treated areas. Drift and runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. Do not contaminate water when disposing of equipment wash waters.

Under some conditions, it may also have a potential for transport into surface water runoff (primarily adsorbed to suspended soil particles), for several months or more after application. These include poorly drained or wet soils with readily visible slopes toward adjacent surface waters, frequently flooded areas, and areas overlying extremely shallow groundwater, areas with in-field canals or ditches that drain to surface water, areas not separated from adjacent surface waters with vegetated filter strips, and areas overlying tile drainage systems that drain to surface waters.

**Bee Warning:** This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift on blooming crops or weeds while bees are actively visiting the treatment areas, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

### SECTION 13: DISPOSAL CONSIDERATIONS

**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:** Triple rinse (or equivalent) promptly after emptying. Do not reuse or refill this container. Offer for recycling if available. If recycling is not available then dispose of container in a sanitary landfill or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Follow directions on product label or booklet.

**RCRA INFORMATION:** Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State, and local laws and are the user's responsibility. RCRA classification may apply. When and if this material is determined to be a waste, if discarded, this material may carry RCRA waste code(s) **NON-RCRA**. State and local laws may vary and must be considered.

### SECTION 14: TRANSPORTATION INFORMATION

**49CFR** Not dangerous goods / not hazardous material

#### IMDG

UN number	3082
Class	9
Packing group	III
Marine Pollutant	YES

# ADAPCO LLC

## PERMASEASE® 4-4

## SAFETY DATA SHEET

Proper Shipping Name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.  
(PERMETHRIN, PIPERONYL BUTOXIDE SOLUTION)

### IATA

UN number 3082  
Class 9  
Packing group III  
Marine Pollutant YES  
Proper Shipping Name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.  
(PERMETHRIN, PIPERONYL BUTOXIDE SOLUTION)

This transportation information is not intended to convey all specific regulatory information relating to this product. It does not address regulatory variances due to package size or special transportation.

**Freight Classification** INSECTICIDES OR FUNGICIDES, N.O.I., OTHER THAN POISON

### SECTION 15: REGULATORY INFORMATION

#### EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

**CAUTION:** Harmful if swallowed, inhaled, or absorbed through the skin. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing. While using or handling this product wear long sleeved shirt and long pants, socks, and shoes. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Remove contaminated clothing and wash clothing before reuse.

**SARA TITLE III:** Section 311/312: Acute Health Hazard – Yes; Chronic Health Hazard – Yes; Fire Hazard – No; Sudden release of pressure hazard – No; Reactivity hazard – No; Section 313 chemicals: Permethrin (4.6%) (CAS # 52645-53-1), Piperonyl Butoxide (4.6%) (CAS # 51-03-6)

**CERCLA:** N/A

**INDIVIDUAL STATES:** N/A None.

### SECTION 16: OTHER INFORMATION

**SDS Date:** August 18, 2020

This document is prepared pursuant to the OSHA Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), revised in 2012. In addition, other substances not "Hazardous" per this OSHA Standard may be listed. Where proprietary ingredient shows, the identity may be made available as provided in this standard.

**NOTICE:** The information herein is presented in good faith and believed to be accurate as of the effective date shown above. However, no warranty, expressed or implied, is given. Regulatory requirements are subject to change and may differ from one location to another; it is the buyer's responsibility to ensure that its activities comply with federal, state, and local laws and regulations. See SDS for health and safety information.

# PermaSe<sup>®</sup> se 31-67

For use as a spray by air and ground application to control adult mosquitoes, biting and non-biting midges, gnats, and black flies.

For use by federal, state, tribal, or local governmental 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 synergized permethrin formulation that provides quick knockdown and effective control of mosquitoes, black flies, gnats, biting and non-biting midges, as well as other biting flies in residential, recreational, urban, rural, and agricultural areas where mosquitoes and flies are found.

- ULV application provides excellent control at rates from 0.001 up to 0.007 pounds permethrin per acre.
- May be applied undiluted or diluted.

#### ACTIVE INGREDIENTS:

**Permethrin:** (3-phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2-dimethyl-cyclopropanecarboxylate, (+/-) cis (min) 35%, (+/-) trans (max) 65% .....31.15%

**Piperonyl Butoxide\*:** .....66.85%

**OTHER INGREDIENTS:** .....2.00%

**TOTAL:** .....100.00%

\* (butylcarbityl)(6-propylpiperonyl) ether and related compounds  
Contains 2.86 pounds of Permethrin and 6.13 pounds of Piperonyl Butoxide per gallon

## PRECAUTIONARY STATEMENTS

### Hazards to Humans and Domestic Animals

**CAUTION:** Harmful if swallowed. Causes moderate eye irritation. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. 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.

### Environmental Hazards

This pesticide 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 washwaters.

## KEEP OUT OF REACH OF CHILDREN CAUTION

See Inside Attached Booklet for Additional Precautionary Statements.

**PRECAUCION AL USUARIO:** Si usted no lee inglés, no use este producto hasta que la etiqueta haya sido explicado ampliamente.

(To the User: If you cannot read English, do not use this product until the label has been fully explained to you.)

### FIRST AID

<b>IF SWALLOWED:</b>	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 by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
<b>IF IN EYES:</b>	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.
<b>IF ON SKIN OR CLOTHING:</b>	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.

### HOTLINE 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 SafetyCall® International (866) 897-8050 for emergency medical treatment information.



EPA Reg. No. 86291-1-96263  
EPA Est. No. 53883-TX-002

  
**ADAPCO**  
Preserving Public Health

Distributed by:  
ADAPCO LLC.  
550 Aero Lane  
Sanford, FL 32771

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 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 and Chemical Hazards

Do not use, pour, spill, or store near heat or open flame.

### DIRECTIONS FOR USE

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

While using or handling this product wear long sleeved shirt and long pants, socks, and shoes.

#### Conditions and Rates to Use for Mosquito Control

**PermaSease™ 31-67** is recommended for application as an Ultra-Low Volume (ULV) Thermal or Non-thermal aerosol (cold fog) to control adult mosquitoes, and other insects as listed on this label, in residential and recreational areas where these insect pests become a problem; such as, but not limited to urban areas, commercial areas, woodlands, roadsides, parks, campsites, animal quarters, barns, athletic fields, golf courses, residential areas, municipalities, gardens, playgrounds, recreational areas, non-crop waste areas, and over listed crops, range land, and pastures where mosquitoes and flies may be found **PermaSease™ 31-67** may also be applied to treat outdoor aggregation and harborage sites including storm drains, underground drainage pipes and pipe chases. For best results, treat when insects are most active and conditions are conducive to keeping the fog in the air column close to the ground, (e.g. cool temperatures of the evening, night or early morning and wind).

Do not apply more than 0.007 lb. ai/A per day. Do not apply more than 0.18 lb. ai/A 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 diseases in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort. Apply when wind speed is greater than or equal to 1 mph.

#### Spray Drift Management for Wide Area Mosquito Abatement

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

Both ground and aerial applications should be made when meteorological conditions are conducive to keeping the spray cloud close to the ground, such as when an air temperature inversion is present. Applications during the cool hours of early morning or evening are preferable. Air temperatures should be greater than 50° F when conducting all types of applications. Application in calm air conditions is to be avoided. Apply when wind speed is greater than 1 mph.

**PermaSease™ 31-67** can be applied over specific growing crops and range grasses prior to harvest for the control of adult mosquitoes and biting flies within or adjacent to these areas. Application can be made where the following crops are present:

Alfalfa	Filbert
Almonds	Garlic
Apples	Horseradish
Artichoke, globe	Leafy vegetables (except Brassica)
Asparagus	Lettuce, head
Avocado	Mushrooms
Broccoli	Onion, dry bulb
Brussels sprouts	Peaches
Cabbage	Pears
Cauliflower	Pepper, bell
Celery	Pistachio

Cherries	Potato
Corn, sweet kernel plus cob with husks removed	Range grasses
Corn, fodder	Soybeans
Corn, forage	Spinach
Corn, grain (field and pop)	Tomatoes
Corn, stover	Vegetable, cucurbits
Eggplant	Walnuts

Do not spray this product on or allow it to drift onto cropland (other than crops 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.

### GROUND APPLICATION INSTRUCTIONS

#### Droplet Size Calibration for Ground Application Equipment

For ground-based application spray equipment must be adjusted so that the volume median diameter is less than 30 microns ( $Dv\ 0.5 < 30\mu m$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $Dv\ 0.9 < 50\ \mu m$ ). Directions from the equipment manufacturer or vendor, or 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.

#### ULV Non-Thermal Aerosol (Cold Fog)

To control adult mosquitoes, midges, gnats, and black flies apply **PermaSease™ 31-67** diluted or undiluted using any standard ULV ground applicator capable of producing the required droplet spectrum. Apply the product to deliver 0.001 to 0.007 lb. permethrin per acre. Under normal conditions a 300ft swath width is recommended but in dense vegetation, high mosquito populations, or open areas the swath width can be adjusted accordingly to establish the proper flow rates. See Rate Charts below for some suggested application rates for ground ULV applications based on a 300 ft swath width.

When applying this product undiluted, apply at a flow rate of 0.27 to 1.90 ounces per minute at an average vehicle speed of 10 mph. These rates are equivalent to 0.001 to 0.007 pounds of permethrin and 0.001 to 0.007 pounds of piperonyl butoxide per acre with an assumed 300ft swath width. If a different vehicle speed or swath width is used, adjust the rate accordingly to achieve a rate between 0.001 and 0.007 lbs. of permethrin per acre. Vary flow rates accordingly to vegetation density and mosquito population. Use of the maximum flow rates and application rates listed on this label is recommended to treat heavy vegetation or when target insect populations are high. An accurate flow rate control system must be used to ensure proper flow rate. For optimum ground application performance, apply at speeds of 5 to 20 mph.

**Flow Rate Chart for Use of PermaSease™ 31-67 Undiluted or Diluted** **PermaSease™ 31-67** may also be applied by diluting with a light mineral oil or suitable solvent, applied so as not to exceed 0.007 lbs. of permethrin per acre. If an alternate dilution rate is required, adjust the flow rate, accordingly, provided the droplet size and spectrum remain within label specifications.

Ground Application Rate Chart– For Use of PermaSease™ 31-67							
Application Rate (lbs. permethrin/acre)	Vehicle Speed (mph)	Undiluted	Diluted 1+1	Diluted 1+2	Diluted 1+3	Diluted 1+4	Diluted 1+8
0.001	5	0.14	0.27	0.41	0.54	0.68	1.22
	10	0.27	0.54	0.81	1.08	1.36	2.44
	15	0.41	0.81	1.22	1.63	2.03	3.66
	20	0.54	1.08	1.63	2.17	2.71	4.88

0.00175	5	0.24	0.47	0.71	0.95	1.19	2.14
	10	0.47	0.95	1.42	1.90	2.37	4.27
	15	0.71	1.42	2.14	2.85	3.56	6.41
	20	0.95	1.90	2.85	3.80	4.75	8.54
0.0025	5	0.34	0.68	1.02	1.36	1.70	3.05
	10	0.68	1.36	2.03	2.71	3.39	6.10
	15	1.02	2.03	3.05	4.07	5.09	9.15
	20	1.36	2.71	4.07	5.42	6.78	12.21
0.0035	5	0.47	0.95	1.42	1.90	2.37	4.27
	10	0.95	1.90	2.85	3.80	4.75	8.54
	15	1.42	2.85	4.27	5.70	7.12	12.82
	20	1.90	3.80	5.70	7.59	9.49	17.09
0.005	5	0.68	1.36	2.03	2.71	3.39	6.10
	10	1.36	2.71	4.07	5.42	6.78	12.21
	15	2.03	4.07	6.10	8.14	10.17	18.31
	20	2.71	5.42	8.14	10.85	13.56	24.41
0.007	5	0.95	1.90	2.85	3.80	4.75	8.54
	10	1.90	3.80	5.70	7.59	9.49	17.09
	15	2.85	5.70	8.54	11.39	14.24	25.63
	20	3.80	7.59	11.39	15.19	18.99	34.18

#### Thermal Aerosol Fogging

Apply **PermaSease™ 31-67** diluted or undiluted with suitable Thermal Fogging equipment such as vehicle mounted or handheld thermal fog generators capable of making thermal fog applications. Use only well maintained and properly calibrated thermal fogging equipment to ensure optimum performance and effectiveness. If diluted, use a light mineral oil, or another suitable non-phytotoxic diluent, to reduce oil requirement and sludge buildup in equipment. Do not exceed the maximum rate of 0.007 lbs. of permethrin per acre. Apply **PermaSease™ 31-67** to deliver 0.001 to 0.007 lb. a.i. per acre. Droplet size of thermal fog will be very small usually in the 0.5 to 1.0-micron range. For best results, fog downwind by directing thermal fog into the air and allowing it to drift through areas with active mosquitoes or where mosquitoes find harborage. Do not thermal fog when winds exceed 10 mph. Do not fog wet foliage.

**Vehicle Mounted:** May be applied with vehicle mounted sprayers at speeds of 5 to 20 mph using a treatment swath width of 300 ft.

**Portable or Hand Carried:** For use with Hand Carried and/or Portable Thermal Foggers, use a walking speed of 2 mph and a 50-foot swath.

#### Use as An Insect Barrier Treatment

For use in Non-Thermal ULV, motorized, portable, backpack, handheld or vehicle mounted fogging equipment or fog type mist blower equipment, apply **PermaSease™ 31-67** with equipment adjusted to deliver ULV particles of 50 to 120 microns volume median diameter. **PermaSease™ 31-67** may be applied undiluted or diluted. If diluted, use a light mineral oil, or another suitable non-phytotoxic diluent. Do not apply more than 0.007 lbs. of permethrin per acre using an appropriate swath width based on the capabilities of your equipment, typically a 50ft swath width is used. 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, and underground drainage pipes where adult mosquitoes find harborage. When this product is applied as a barrier treatment, do not apply within 100 feet (30 meters) of lakes and streams.

### AERIAL APPLICATION INSTRUCTIONS

**PermaSease™ 31-67** may be applied diluted or undiluted at rates of 0.001 to 0.007 pounds of permethrin per acre by fixed wing or rotary aircraft that are capable of making an ULTRA LOW VOLUME (ULV) application. For fixed wing and rotary aircraft with flat fan or rotary nozzles, apply at a sufficient airspeed to deliver the appropriate amount of a.i./acre and to achieve the appropriate droplet range as prescribed by this label. Apply when wind speed is equal to or greater than 1 mph. In order to compensate for windy and meteorological conditions and ensure drift

into the target area, aerial applications with aircraft equipped with Global Positioning Systems (GPS) and/or spray cloud drift optimization software is recommended.

Do not apply by fixed wing aircraft at a height less than 100 ft, or by helicopter at a height less than 75 feet unless specifically approved by the state or tribe based on public health needs.

#### Spray Droplet Size Calibration

For aerial applications made  $\leq 200$  ft above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ( $Dv\ 0.5 < 60\mu m$ ) and that 90% of the spray is contained in droplets smaller than 100 microns ( $Dv\ 0.9 < 100\mu m$ ).

For aerial applications made  $>200$  ft above ground elevation: Spray equipment must be adjusted so that the volume median diameter produced is less than 70 microns ( $Dv\ 0.5 < 70\mu m$ ) and that 90% of the spray is contained in droplets smaller than 145 microns ( $Dv\ 0.9 < 145\mu m$ ).

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, or 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.

**Prohibition on Aerial Use in Florida:** Not for aerial application in the State of Florida unless specifically authorized by the Florida Bureau of Entomology and Pest Control and the Florida Department of Agriculture and Consumer Services.

### STORAGE AND DISPOSAL

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

**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 fullers 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 reuse or refill this container. Triple rinse (or equivalent) promptly after emptying. Triple rinse as follows:

**For Containers equal to or less than 5 Gallons:** 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 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. If recycling is not available then dispose of container in a sanitary landfill or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

**For Containers greater than 5 Gallons:** 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. 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 back and forth several times. Turn the container over on its other end and tip 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. If recycling is not available then dispose of container in a sanitary landfill or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

**For Bulk 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 the container into application equipment or mix tank. Fill the container about 10 percent full with mineral oil. Agitate vigorously or recirculate mineral oil with pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing process two more times.

## **WARRANTY NOTICE**

Read the entire Directions for Use and Warranty before using this product. By using this product, User or Buyer accepts the following warranty.

The Directions for Use of this product are believed to be adequate and must be followed carefully. It is impossible to eliminate all risks associated with the use of this product. Unintended consequences may result because of unknown factors. All such risks shall be assumed by the User or Buyer.

ADAPCO LLC. is committed to providing high quality products. To the extent consistent with applicable law, ADAPCO LLC. makes no warranties, express or implied, of merchantability or of fitness for a particular purpose or otherwise that extend beyond statements on this label. To the extent consistent with applicable law, ADAPCO LLC., the Manufacturer, or the Seller shall not be liable for indirect, special, incidental or consequential damages. To the extent consistent with applicable law, the exclusive remedy of the User or Buyer shall not exceed the purchase price paid.

## SECTION 1: IDENTIFICATION

**Product Name:** PERMASEASE® 31-67  
**Description:** Insecticide  
**EPA Reg. No.:** 86291-1-96263

**Company Identification:**  
**ADAPCO LLC.**  
550 Aero Lane  
Sanford, FL 32771

### Emergency Response Telephone Numbers

For Spills Call: 1-(800)-424-9300  
For Medical Emergencies Call: 1-(866)-897-8050

## SECTION 2: HAZARD IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200



**Signal word:** Warning

### Hazard statement

Harmful if swallowed  
Harmful if inhaled  
Causes damage to organs - nervous system.  
May cause an allergic skin reaction

### Precautionary statements

#### Prevention

Do not breathe dust, fume, gas, mist, vapors and/or spray.  
Wash thoroughly after handling.  
Do not eat, drink, or smoke when using this product.  
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 INHALED: Remove person to fresh air and keep comfortable for breathing. Call a poison control center or doctor if you feel unwell.  
IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell. Rinse mouth.  
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

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

<b>INGREDIENTS:</b>	<b>CAS NO.</b>	<b>(% w/w)</b>
Permethrin	CAS Reg. No. 52645-53-1	31.15%
Piperonyl Butoxide	CAS Reg. No. 51-03-6	66.85%
Inert Ingredients <sup>1</sup>	NDA	Balance

<sup>1</sup> Impurities from the Permethrin technical grade product.

### SECTION 4: FIRST AID MEASURES

#### FIRST AID

- 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 by a 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. **Hotline Number:** You may also contact SafetyCall® International (866) 897-8050 for emergency medical treatment information.

#### Symptoms and effects, both acute and delayed

Causes damage to organs - nervous system. Harmful if inhaled. Harmful if swallowed. May cause an allergic skin reaction in individuals with a sensitivity to piperonyl butoxide. Refer to Section 11 - Toxicological Information.

**Notes to Physician:** Treat symptomatically and supportively.

### SECTION 5: FIRE-FIGHTING MEASURES

**Flash Point:** >230° F (>110° C)

**Autoignition Temperature:** N/A

**Extinguishing Media:** Carbon dioxide, foam, dry chemical, or ware fog

**Special Care Fire Fighting Procedures:** Wear full protective clothing and self-contained breathing apparatus. Evacuate non-essential personnel from the area to prevent exposure to fire, smoke, fumes, or products of combustion. Prevent use of contaminated buildings, area, and equipment until decontaminated. Smother to exclude air. Do not use water. Handle as an oil fire.

**Unusual Fire and Explosion Hazards:** None.

NFPA Hazard Classification:

<u>HEALTH</u>	<u>FIRE</u>	<u>REACTIVITY</u>	<u>SPECIAL</u>
1	0	0	N/A

NFPA Hazard Rating Codes:

<u>INSIGNIFICANT</u>	<u>SLIGHT</u>	<u>MODERATE</u>	<u>HIGH</u>	<u>EXTREME</u>
0	1	2	3	4

Special Codes:

OX = oxidizer, SA = simple asphyxiant, ~~W~~ = reacts with water

### SECTION 6: ACCIDENTAL RELEASE MEASURES

Keep unauthorized people away. Isolate hazard area. Avoid contact with spilled product or contaminated surfaces.

**Methods for cleaning up:** Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Collect and transfer the product into a properly labelled and tightly closed container. Clean contaminated floors and objects thoroughly, observing environmental regulations.

Use personal protective equipment. Do not allow to enter soil, waterways, or wastewater canal.

### SECTION 7: HANDLING AND STORAGE

**Advice on safe handling:** Use only in area provided with appropriate exhaust ventilation. Handle and open container in a manner as to prevent spillage.

**Advice on protection against fire and explosion:** Keep away from heat and sources of ignition.

**Hygiene measures:** Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet, or applying cosmetics.

Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.

**Requirements for storage areas and containers:** Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area.

### SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

#### Exposure controls

**Engineering Measures/Controls:** Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

**Personal protective equipment:** Please refer to the label and/or booklet. In all other cases the following recommendations would apply.

**Respiratory protection:** When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

**Hand protection:** Chemical resistant nitrile rubber gloves

**Eye protection:** Safety glasses with side-shields

**Skin and body protection:** Wear long-sleeved shirt and long pants and shoes plus socks.

**General protective measures:** Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm water. Keep and wash PPE separately from other laundry.

### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

<b>Color:</b>	Yellow, Gardner 2
<b>Physical State:</b>	Liquid
<b>Odor:</b>	Faint Chemical Odor
<b>Density:</b>	1.1 g/cc @ 25° C
<b>Solubility:</b>	Does not disperse in water
<b>Viscosity:</b>	41.71 CPS @ 25° C
<b>pH:</b>	4.01 (1% dispersion)
<b>Stability:</b>	Stable

### SECTION 10: STABILITY AND REACTIVITY

#### Reactivity

<b>Thermal decomposition</b>	No data available
<b>Chemical stability</b>	Stable under normal conditions.
<b>Possibility of hazardous reactions</b>	No dangerous reaction known under conditions of normal use.
<b>Conditions to avoid</b>	No data available
<b>Incompatible materials</b>	Strong oxidizing agents
<b>Hazardous decomposition Products</b>	No decomposition products expected under normal conditions of use.

### SECTION 11: TOXICOLOGICAL INFORMATION

#### Information on toxicological effects

Ingredient	CAS No.	
Permethrin (31.15%)	52645-53-1	<b>Acute Toxicity:</b> Ingestion/Oral-Rat LD50: 500 mg/kg; Inhalation-Rat LC50: 2.65 mg/L 4 Hour(s); Skin-Rabbit LD50: >2000 mg/kg;
		<b>Irritation:</b> Eye-Rabbit: Mild irritation; Skin-Rabbit: Essentially non-irritating

#### Information on toxicological effects (cont.)

<b>Ingredient</b> Piperonyl butoxide (66.85%)	<b>CAS No.</b> 51-03-6	<b>Acute Toxicity:</b> Ingestion/Oral-Rat: Inhalation-Rat: Skin-Rat LD50:	4300 mg/kg; >5 mg/L 4 Hour(s); >2000 mg/kg;
		<b>Irritation:</b> Eye-Rabbit: Skin-Rabbit:	Essentially non-irritating; Essentially non-irritating

**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. Contact with permethrin may cause reversible skin sensations (paresthesia) which may include numbing, burning, or tingling.

**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.

**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 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 developmental or reproductive effects. 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**

**Ingredient**  
**Permethrin**  
 (31.15%)

**CAS No.**  
 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 bilineata* 0.0001 mg/L [Acute]  
 96 Hour(s) LC50 *Mysid shrimp* 0.000019 mg/L [Acute]

**Piperonyl**  
**butoxide**  
 (66.85%)

51-03-6

**Aquatic Toxicity-Fish:**

LC50 *Rainbow Trout* 1.9 mg/L [Acute]  
 LC50 *Sheepshead 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** Permethrin has a moderate rate of degradation in soil and half-life is related to soil type, microbial population, concentration in the soil and the aerobic condition of the soil.

**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 not bioaccumulate.

**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

**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:** Triple rinse (or equivalent) promptly after emptying. Do not reuse or refill this container. Offer for recycling if available. If recycling is not available then dispose of container in a sanitary landfill or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Follow directions on product label or booklet.

**RCRA Information:** Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State, and local laws and are the user's responsibility. RCRA classification may apply. When and if this material is determined to be a waste, if discarded, this material may carry RCRA waste code(s) **NON-RCRA**. State and local laws may vary and must be considered.

**SECTION 14: TRANSPORTATION INFORMATION**

**49CFR** Not dangerous goods / not hazardous material

**IMDG**

UN number	3082
Class	9
Packing group	III
Marine Pollutant	YES
Proper Shipping Name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (PERMETHRIN, PIPERONYL BUTOXIDE SOLUTION)

**IATA**

UN number	3082
Class	9
Packing group	III
Marine Pollutant	YES
Proper Shipping Name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (PERMETHRIN, PIPERONYL BUTOXIDE SOLUTION)

This transportation information is not intended to convey all specific regulatory information relating to this product. It does not address regulatory variances due to package size or special transportation.

**Freight Classification** INSECTICIDES OR FUNGICIDES, N.O.I., OTHER THAN POISON

**SECTION 15: REGULATORY INFORMATION**

**US Federal Regulations**

**TSCA list**

Piperonyl butoxide	51-03-6
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**US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpart D)**

None.

**SARA Title III - Section 302 - Notification and Information**

None.

**SARA Title III - Section 313 - Toxic Chemical Release Reporting**

Permethrin	52645-53-1	1.0%
Piperonyl butoxide	51-03-6	1.0%

**US States Regulatory Reporting**

**CA Prop65**

This product does not contain any substances known to the State of California to cause cancer.  
This product does not contain any substances known to the State of California to cause reproductive harm.

**US State Right-To-Know Ingredients**

# ADAPCO LLC

## PERMASEASE® 31-67

## SAFETY DATA SHEET

Permethrin  
Piperonyl butoxide

52645-53-1  
51-03-6

NJ, RI  
NJ, RI

### Environmental

#### CERCLA

None.

### Clean Water Section 307 Priority Pollutants

None.

### Safe Drinking Water Act Maximum Contaminant Levels

Permethrin 52645-53-1

### International Regulations

#### European Inventory of Existing Commercial Substances (EINECS)

Permethrin 52645-53-1

### EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

**CAUTION.** Harmful if swallowed. Causes moderate eye irritation. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Avoid contact with skin or clothing. While using or handling this product wear long sleeved shirt and long pants, socks, and shoes. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet.

## SECTION 16: OTHER INFORMATION

**SDS Date:** August 18, 2020

This document is prepared pursuant to the OSHA Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), revised in 2012. In addition, other substances not "Hazardous" per this OSHA Standard may be listed. Where proprietary ingredient shows, the identity may be made available as provided in this standard.

**NOTICE:** The information herein is presented in good faith and believed to be accurate as of the effective date shown above. However, no warranty, expressed or implied, is given. Regulatory requirements are subject to change and may differ from one location to another; it is the buyer's responsibility to ensure that its activities comply with federal, state, and local laws and regulations. See SDS for health and safety information.

# VectoBac<sup>®</sup> 12AS

BIOLOGICAL LARVICIDE

AQUEOUS SUSPENSION

**Active Ingredient:**

*Bacillus thuringiensis*, subsp. *israelensis*, strain AM 65-52, fermentation solids and solubles ..... 11.61%  
Other Ingredients ..... 88.39%  
Total ..... 100.00%

Potency: 1200 International Toxic Units (ITU) per mg (Equivalent to 4.84 billion ITU per gallon, 1.279 billion ITU per liter)

There is no direct relationship between intended activity (potency) and the Percent Active Ingredient by Weight.

EPA Reg. No. 73049-38  
EPA Est. No. 33762-IA-001

List No. 05605

**INDEX:**

- 1.0 First Aid
- 2.0 Precautionary Statements
  - 2.1 Hazard to Humans (and Domestic Animals)
  - 2.2 Physical and Chemical Hazards
- 3.0 Directions for Use
  - 3.1 Chemigation
- 4.0 Storage and Disposal
- 5.0 Application Directions
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- 8.0 Ground and Aerial Application
- 9.0 Small Quantity Dilution Rates
- 10.0 Chemigation
  - 10.1 Rice-Flood (Basin) Chemigation
- 11.0 Notice to User

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

<b>1.0 FIRST AID</b>	
<b>If in eyes</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If on skin or clothing</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>HOT LINE NUMBER</b>	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-877-315-9819 (24 hours) for emergency medical treatment and/or transport emergency information. For all other information, call 1-800-323-9597.	

**2.0 PRECAUTIONARY STATEMENTS**

**2.1 HAZARD TO HUMANS (AND DOMESTIC ANIMALS)  
CAUTION**

Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash contaminated clothing before reuse. Mixer/loaders and applicators not in enclosed cabs or aircraft must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95, or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

**2.2 Physical and Chemical Hazards**

Diluted or undiluted VectoBac 12AS can cause corrosion if left in prolonged contact with aluminum spray system components. Rinse spray system with plenty of clean water after use. Care should be taken to prevent contact with aluminum aircraft surfaces, structural components and control systems. In case of contact, rinse thoroughly with plenty of water. Inspect aluminum aircraft components regularly for signs of corrosion.

**3.0 DIRECTIONS FOR USE**

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply directly to finished drinking water reservoirs or drinking water receptacles when water is intended for human consumption.

Do not apply when weather conditions favor drift from treated areas. Do not apply to metallic painted objects, such as automobiles, as spotting may occur. If spray is deposited on metallic painted surfaces, wash immediately with soap and water to avoid spotting.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determine the potential for spray drift. The applicator and the treatment coordinator are responsible for considering all these factors when making decisions.

**3.1 Chemigation**

Do not apply this product through any type of irrigation system unless labeling on chemigation is followed.

**4.0 STORAGE AND DISPOSAL**

Do not contaminate water, food, or feed by storage or disposal. **STORAGE:** Store in a cool, [less than 86° F (30° C)], dry place.

**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. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Once cleaned, some agricultural plastic pesticide containers can be taken to a container collection site or picked up for recycling 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. Do not reuse container.

CONTINUED

**5.0 APPLICATION DIRECTIONS**

Do not apply when wind speed favors drift beyond the area of treatment.

<b>Mosquito Habitat</b>	<b>Suggested Rate Range*</b>
-------------------------	------------------------------

(Such as the following examples):  
Irrigation ditches, roadside ditches, flood water, standing ponds, woodland pools, snow melt pools, pastures, catch basins, storm water retention areas, tidal water, salt marshes and rice fields.

In addition, standing water containing mosquito larvae, in fields growing crops such as: Alfalfa, almonds, asparagus, corn, cotton, dates, grapes, peaches and walnuts, may be treated at the recommended rates.

When applying this product to standing water containing mosquito larvae in fields growing crops, 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.

Polluted water (such as sewage lagoons, animal waste lagoons).	1 - 2 pts/acre
--	----------------

\*Use higher rate range in polluted water and when late 3rd and early 4th instar larvae predominate, mosquito populations are high, water is heavily polluted, and/or algae are abundant.

<b>Blackflies Habitat</b>	<b>Suggested Rate Range</b>
---------------------------	-----------------------------

Streams	
Stream water† (= ppm) for 1 minute exposure time	0.5 - 25 mg/liter
Stream water† (= ppm) for 10 minutes exposure time	0.05 - 2.5 mg/liter

†Use higher rate range when stream contains high concentration of organic materials, algae, or dense aquatic vegetation.

†Discharge is a principal factor determining carry of Bti. Use higher rate or increase volume by water dilution in low discharge rivers or streams under low volume (drought) conditions.

**6.0 NUISANCE FLIES**

For control of nuisance flies (*Psychoda* spp., *Chironomus* spp.) in sewage treatment facilities utilizing trickling filter systems.

**APPLICATION DIRECTIONS**

<b>Nuisance Fly Habitat</b>	<b>Suggested Rate Range*</b>
-----------------------------	------------------------------

Trickling filter system of wastewater treatment plants	10 - 20 mg/liter a.(0.833-1.67 ml) per liter of wastewater feed to the filter per 30 minutes
--	--

\* Use high rate for control of *Chironomus* spp. Apply undiluted with pre-calibrated pump or other device into the wastewater feeding into the filters for a period of 30 minutes. Repeat applications as needed after 2-4 weeks. Control of *Chironomus* spp. may take up to 2 weeks.

**7.0 NUISANCE AQUATIC MIDGES**

For control of *Chironomine* midges (*Chironominae: Chironomini*) inhabiting shallow, manmade and natural lakes or ponds.

**APPLICATION DIRECTIONS**

<b>Nuisance Midge Habitat</b>	<b>Suggested Rate Range*</b>
Shallow Lakes and Ponds per sewage oxidation ponds (less than acre 6 feet deep)	1 gallon (3,785.5 ml) per acre

\* Apply diluted with water in total volume of 5 gallons/acre by pouring or spraying over the surface to be treated with pre-calibrated device. Repeat application as needed after 2-4 weeks. Control of *Chironomine* midges may take up to 2 weeks.

**8.0 GROUND AND AERIAL APPLICATION**

VectoBac 12AS may be applied in conventional ground or aerial application equipment with quantities of water sufficient to provide uniform coverage of the target area. The amount of water will depend on weather, spray equipment, and mosquito habitat characteristics. Do not mix more VectoBac 12AS than can be used in a 72-hour period.

For most ground spraying, apply in 5-100 gallons of water per acre using hand-pump, airblast, mist blower, etc., spray equipment.

For aerial application, VectoBac 12AS may be applied either undiluted or diluted with water. For undiluted applications, apply 0.25 to 2.0 pt/acre of VectoBac 12AS through fixed wing or helicopter aircraft equipped with either conventional boom and nozzle systems or rotary atomizers.

For diluted application, fill the mix tank or plane hopper with the desired quantity of water. Start the mechanical or hydraulic agitation to provide moderate circulation before adding the VectoBac 12AS. VectoBac 12AS suspends readily in water and will stay suspended over normal application periods. Brief recirculation may be necessary if the spray mixture has sat for several hours or longer. AVOID CONTINUOUS AGITATION OF THE SPRAY MIXTURE DURING SPRAYING.

Rinse and flush spray equipment thoroughly following each use.

For blackfly aerial applications, VectoBac 12AS can be applied undiluted via fixed wing or helicopter aircraft equipped with either conventional boom and nozzle systems or open pipes. Rate of application will be determined by the stream discharge and the required amount of VectoBac 12AS necessary to maintain a 0.5 - 25 ppm concentration in the stream water. VectoBac 12AS can also be applied diluted with similar spray equipment. Do not mix more VectoBac 12AS than can be used in a 72-hour period.

**9.0 SMALL QUANTITY DILUTION RATES**

**Gallons Spray Solution/Acre (Ounces Needed per Gallon of Spray)**

<b>VectoBac 12AS</b>			
<b>Rate in Pints</b>			
Per Acre	10 Gal/A	25 Gal/A	50 Gal/A
0.25 (4 oz)	0.4	0.16	0.08
0.5 (8 oz)	0.8	0.32	0.16
1.0 (16 oz)	1.6	0.64	0.32
2.0 (32 oz)	3.2	1.28	0.64

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## 10.0 CHEMIGATION

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Apply this product through flood (basin) irrigation systems. Do not apply this product through any other type of irrigation system. Crop injury, lack of effectiveness, or illegal pesticide residues in the crop can result from nonuniform distribution of treated water. If you have any questions about calibration, you should contact State Extension Service Specialists, equipment manufacturers or other experts.

A person knowledgeable of this chemigation system and responsible for its operation, or under the supervision of the responsible person, shall shut the system down and make necessary adjustments should the need arise.

### 10.1 RICE-FLOOD (BASIN) CHEMIGATION

Systems using a gravity flow pesticide dispensing system must meter the pesticide into the water at the head of the field and downstream of a hydraulic discontinuity such as a drop structure or weir box to decrease potential for water source contamination from backflow if water flow stops.

VectoBac 12AS is metered or dripped into rice floodwater at application stations positioned at the point of introduction (levee cut) of water into each rice field or pan. Two to three pints of VectoBac 12AS are diluted in water to a final volume of 5 gallons. The diluted solution is contained in a 5 gallon container and metered or dispersed into the irrigation water using a constant flow device at the rate of 80 ml per minute. Introduction of the solution should begin when 1/3 to 1/2 of the pan or field is covered with floodwater. Delivery of the solution should continue for a period of approximately 4-1/2 hours. Floodwater depth should not exceed 10-12 inches to prevent excessive dilution of VectoBac 12AS which could result in reduced larval kill.

Agitation is not required during the period in which the VectoBac 12AS solution is being dispersed.

Application of VectoBac 12AS into rice floodwater is not permitted using a pressurized water and pesticide injection system.

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## 11.0 NOTICE TO USER

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Seller makes no warranty, express or implied, of merchantability, fitness or otherwise concerning use of this product other than as indicated on the label. User assumes all risks of use, storage or handling not in strict accordance with accompanying directions.

VectoBac is a registered trademark of Valent BioSciences Corporation.



**VectoBac® 12AS Biological Larvicide Aqueous Suspension**

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

**1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY****1.1 Product Identifier****MATERIAL NAME:** VectoBac® 12 AS Biological Larvicide Aqueous Suspension**Synonyms:** VectoBac 12AS**EPA Reg No.:** 73049-38**Code Number:** 15576, 15577, 15578, 21894, 83872**List Number:** 05605**Chemical Family:** Not applicable; microbial product**1.2 Relevant Identified Uses and Uses Advised Against****Identified Uses:** Mosquito larvicide**Uses Advised Against:** It is a violation of Federal law to use this product in a manner inconsistent with its FIFRA pesticide labeling.**1.3 Details of the supplier of the Safety Data Sheet****Supplied By:** Valent BioSciences Corporation  
870 Technology Way  
Libertyville, Illinois 60048**1.4 EMERGENCY TELEPHONE NUMBERS****Emergency Health or Spill:**

Outside the United States: 651-632-6184

Within the United States: 877-315-9819

**2. HAZARDS IDENTIFICATION****2.1 Classification of the Substance or Mixture**

Category 1B: Sensitization -Skin

**2.2 Labeling Elements****Symbol(s)****Signal Word**

WARNING

**VectoBac® 12AS Biological Larvicide Aqueous Suspension**

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

**Hazard Statement(s)**

May cause an allergic skin reaction

**Precautionary Statement:****Prevention**

Avoid breathing mist or spray

Wash thoroughly after handling

Contaminated work clothing must not be allowed out of the workplace

Wear protective impervious gloves

**Response**

If on skin: Wash with plenty of water.

If skin irritation or rash occurs: Get medical advice/ attention.

Take off contaminated clothing and wash it before reuse.

**Disposal**

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

**2.3 Other Hazards**

None identified.

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

CAS #	Component Name	Classification	Percent
None	<i>Bacillus thuringiensis</i> subsp. <i>israelensis</i>	Eye Irritation – Cat 2B Skin Sensitizer – Cat 1B	11.61 %
2634-33-5	Proxel GXL	Skin Sensitizer	0.10 %
Trade Secret	Other Ingredients – withheld as Trade Secret	Not classified	88.29 %

**4. FIRST AID MEASURES****4.1 Description of First Aid Measures****GENERAL:** In all cases of doubt, seek medical attention.**EYES:** Remove from source of exposure. Flush with copious amounts of water. Remove contact lenses, if present and easy to do, after the first 5 minutes, then continue rinsing. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.**SKIN:** Remove from source of exposure. Take off contaminated clothing. Flush with copious amounts of water. Cover irritated skin with an emollient. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.

**VectoBac® 12AS Biological Larvicide Aqueous Suspension**

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

**INGESTION:** Remove from source of exposure. Move person to fresh air. Do NOT induce vomiting. Give large quantities of water. If signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.

**INHALATION:** Remove from source of exposure. If signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary. If person is not breathing, call 911, then give artificial respiration.

**4.2 Most important Symptoms and Effects, both Acute and Delayed****Acute**

Mild eye and skin irritation, mild sensitization potential

**Delayed**

No information on significant adverse effects

**4.3 Indication of any Immediate Medical Attention and Special Treatment Needed**

Treat symptomatically and supportively

**5. FIRE FIGHTING PROCEDURES****5.1 Extinguisher Media****Suitable Extinguisher Media**

Dry chemical, water spray, foam or carbon dioxide. Use appropriate medium for the underlying cause of the fire.

**Unsuitable Extinguisher Media**

None known

**5.2 Specific Hazards Arising from the Chemical**

Keep containers cool by spraying with water if exposed to fire.

**Thermal decomposition products**

Carbon oxides, nitrogen oxides

**5.3 Advice to Firefighters****Protective Equipment and precautions for firefighters**

Fire fighter should wear full-face, self-contained breathing apparatus and impervious protective clothing. Fire fighters should avoid inhaling combustion products. See Section 8 (Exposure Controls / Personal Protection)

**Fire & Explosive hazard**

Not expected to be flammable.

**VectoBac® 12AS Biological Larvicide Aqueous Suspension**

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

**6. ACCIDENTAL RELEASE MEASURES****6.1 Personal Precautions, Protective Equipment and Emergency Procedures**

Wear a dust/mist filtering respirator, eye protection and impervious gloves.

**6.2 Environmental Precautions**

Dispose of excess product and washwaters according to local regulations.

**6.3 Methods and Materials for Containment and Cleaning Up**

Recover product with inert material (earth, sand, vermiculite), place into appropriate container for disposal. Do not flush to sewer.

**6.4 Reference to Other Sections**

See Section 7 for Handling Procedures. See Section 8 for Personal Protective Equipment recommendations. See Section 13 for Disposal Considerations.

US Regulations may require reporting spills of hazardous materials: See Section 15: Regulatory Information for details on reportable quantities, if any.

**7. HANDLING AND STORAGE****7.1 Precautions for Safe handling**

Avoid contact with eyes, skin or clothing. Wash thoroughly after handling. Do not eat, drink or smoke while working with product, obey reasonable safety precautions and practice good housekeeping.

**7.2 Conditions for Safe Storage, Including and Incompatibilities**

Store in a cool, dry place. For further information refer to local country registration and label.

**Incompatibilities**

None Known

**7.3 Specific End Use(s)**

Mosquito Larvicide.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION****8.1 Control Parameters****Component Exposure Limits**

None Established

**VectoBac® 12AS Biological Larvicide Aqueous Suspension**

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**Derived No Effect Levels (DNELs)**

No DNELs available

**Predicted No Effect Concentrations (PNECs)**

No PNECs available

**8.2 Exposure Controls**

**Appropriate Engineering Controls**

Provide general ventilation.

**SKIN PROTECTION:**

Wear impervious protective clothing, including boots and gloves. Wear gloves made of impervious materials. Wash thoroughly with soap and water after handling.

**EYE PROTECTION:**

Wear goggles, safety glasses with side shields or full-face shield when splashing or spraying of materials is likely.

**RESPIRATORY PROTECTION:**

Use dust/mist filtering respirator (MSHA/NIOSH approved number prefix TC-21C) or a NIOSH approved respirator with any N, P, R or HE filter.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

Appearance:	Light brown liquid	Odor:	Malt-like
pH:	5.0 (1% w/v susp)	Odor Threshold:	N/D
Melting Point:	°F (___°C)	Boiling Point:	°F (___°C)
Specific Gravity:	@ °F	Solubility (H <sub>2</sub> O):	
Relative Density:	1.06 g/cm <sup>3</sup> @ 20 °C	Evaporation Rate:	N/D
Octanol/H <sub>2</sub> O Coeff:	N/D	Decomposition Temp.:	N/D
Vapor Density:	N/D	Vapor Pressure:	N/D
VOC:	% by weight	Flammability Class:	Not flammable
Kinematic Viscosity:	cSt @ °C cSt @ °C		

**10. CHEMICAL STABILITY AND REACTIVITY**

**10.1 Reactivity**

Material does not pose a significant reactivity hazard.

**10.2 Chemical Stability**

Stable under ordinary conditions of use and storage. Spontaneous reaction not possible.

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**10.3 Possibility of Hazardous Reactions**

Does not undergo hazardous polymerization

**10.4 Conditions to Avoid**

Keep away from incompatible substances.

**10.5 Incompatible Materials**

Diluted or undiluted product can cause corrosion if left in prolonged contact with aluminum surfaces (e.g. spray equipment, aircraft components).

**10.6 Hazardous Decomposition Products**

Carbon oxides and unidentified organic compounds.

**11. TOXICOLOGICAL INFORMATION****11.1 Information on Toxicological Effects**Likely Routes of Exposure

Eye Contact: Yes

Skin Contact: Yes

Inhalation: No

Ingestion: No

Acute Effects – Product Toxicology StudiesOral Toxicity: LD<sub>50</sub> > 5,000 mg/kg (rat)Dermal Toxicity: LD<sub>50</sub> > 5,000 mg/kg (rabbit)Inhalation Toxicity: LC<sub>50</sub> > 5.34 mg/L air

Corrosiveness: Not corrosive to humans, can be corrosive to aluminum.

Dermal Irritation: slightly-irritating, (category IV)

Ocular Irritation: slightly-irritating, (category IV)

Dermal Sensitization: Mild sensitizer, (guinea pig)

Mutagenicity Information: Components of this product are not listed as mutagens.

Carcinogenicity Information: Components of this product are not listed as carcinogenic by NTP, IARC or OSHA.

Developmental/Reproductive Toxicity: This material is not a teratogenic compound. The NOEL for maternal and embryo toxicity in rabbits was \_\_\_ mg/kg/day. The NOEL for reproductive effects in rats was \_\_\_ ppm.

Special Target Organ: Slight eye and skin Irritation.

Aspiration Hazard: Not Applicable

Repeat Dose Studies: Not Applicable, Pathogenicity Toxicity testing was all negative

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**12. ECOLOGICAL INFORMATION****12.1 Ecotoxicity (Data for a Concentrated Technical Powder)**Fish: LC<sub>50</sub> >370 mg/L (96-H, Rainbow Trout)Bird: LC<sub>50</sub> >3077 mg/kg (6.2 x 10<sup>11</sup> cfu/kg) (Acute Oral - Bobwhite Quail)LC<sub>50</sub> >3077 mg/kg (6.2 x 10<sup>11</sup> cfu/kg) each day for 5 days (Sub-Acute Oral  
(dietary) - Bobwhite Quail)Invertebrates: LC<sub>50</sub> >50 mg/L (48-H) (Daphnia)

Bees: Essentially non-toxic to honey bees.

**12.2 Persistence and Degradability**

No data available

**12.3 Bioaccumulation potential**

Not applicable. Substance is not pathogenic to non-target organisms

**12.4 Mobility in Soil**

No data available

**12.5 Results of PBT and vPvB assessment**

Assessments not performed

**12.6 Other adverse effects**

None known

**13. DISPOSAL CONSIDERATIONS****13.1 Waste Disposal Methods**

Dispose of product in accordance with federal, state, provincial, and local regulations. Prevent contamination of environment by wastes.

US EPA WASTE NUMBER &amp; DESCRIPTIONS:

There is no applicable EPA waste number. This product, if discarded, is not expected to be a characteristic or listed hazardous waste.

**14. TRANSPORTATION INFORMATION**

DOT

STATUS: Not regulated by US DOT

UN PROPER SHIPPING NAME: N/A

REMARKS: N/A

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IATA/ICA0 STATUS: Not Regulated  
PROPER SHIPPING NAME: N/A  
REMARKS: N/A

IMDG STATUS: Not Regulated  
PROPER SHIPPING NAME: N/A  
REMARKS: N/A

**15. REGULATORY INFORMATION****15.1 Safety, Health and Environmental Regulations / Specific Legislation**

TSCA STATUS: Not Listed

CERCLA STATUS: Not regulated as hazardous

SARA STATUS: Acute: No Chronic: No Fire: No CDT: No

RCRA STATUS: Not regulated as hazardous

State Right-To-Know: Not listed.

Consult applicable national, state provincial or local laws to determine regulations, laws or ordinances which may be applicable.

OSHA HAZARD COMMUNICATION STANDARD: Not defined by the OSHA Hazard Communication Standard, 29 CFR.

**15.2 FIFRA – Pesticide Labeling**

EPA registration Number 73049-38

EPA Pesticide Label signal word: CAUTION

Product must have EPA Approved Pesticide Label attached or accompanying all containers.

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 and limitations for its use.

**KEEP OUT OF REACH OF CHILDREN  
PRECAUTIONARY STATEMENT  
HAZARD TO HUMANS AND DOMESTIC ANIMALS  
CAUTION**

Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash contaminated clothing before reuse.

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Mixers/loaders and applicators not in enclosed cabs or aircraft must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95 or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

**PHYSICAL AND CHEMICAL HAZARDS**

Diluted or undiluted VectoBac® 12 AS can cause corrosion if left in prolonged contact with aluminum spray system components. Rinse spray system with plenty of clean water after use. Care should be taken to prevent contact with aluminum aircraft surfaces, structural components and control systems, In case of contact, rinse thoroughly with plenty of water. Inspect aluminum aircraft components regularly for signs of corrosion.

**DIRECTIONS FOR USE**

It is in violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply directly to treated finished drinking water reservoirs or drinking water receptacles when water is intended for human consumption.

Do not apply when weather conditions favor drift from treated areas. Do not apply to metallic painted objects, such as automobiles, as spotting may occur. If spray is deposited on metallic painted surfaces, wash immediately with soap and water to avoid spotting.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment-and-weather related factors determine the potential for spray drift. The applicator and the treatment coordinator are responsible for considering all these factors when making decisions.

**STORAGE AND DISPOSAL**

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

Storage: Store in a cool, [less than 86°F (30° C)] dry place.

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.

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. Once cleaned, some agricultural plastic pesticide containers can be taken to a container collection site or picked up for recycling 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. Do not reuse container.

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**16. OTHER INFORMATION****NFPA Hazard Ratings**Health: N/D  
Flammability: N/D  
Instability: N/D**HMIS Hazard Ratings**Health: N/D  
Flammability: N/D  
Instability: N/D0 = minimal  
1 = slight  
2 = moderate  
3 = serious  
4 = ExtremeREASON FOR ISSUE: Updated List #'s  
APPROVAL DATE: 03/08/16  
SUPERSEDES DATE: 04/14/15LEGEND: N/A = Not Applicable  
N/L = Not Listed  
C = CeilingN/D = Not Determined  
L = Listed  
S = Short-term(R) = Registered Trademark of Valent BioSciences  
(TM) = Registered Trademark of Valent BioSciences

The information provided in this Safety Data Sheet (SDS) is provided in good faith and believed to be accurate at the time of preparation of the SDS. However, to the extent consistent with applicable law, Valent BioSciences Corporation and its subsidiaries or affiliates extend no warranties, make no representations, and assume no responsibility as to the accuracy, suitability, or completeness of such information. Additionally, to the extent consistent with applicable law, neither Valent BioSciences Corporation nor any of its subsidiaries or affiliates represents or guarantees that this information or product may be used without infringing the intellectual property rights of others. Except to the extent a particular use and particular information are expressly stated on the product label, it is the users' own responsibility to determine the suitability of this information for their own particular use of this product. If necessary, contact Valent BioSciences Corporation to confirm that you have the most current product label and SDS.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABEL (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 as required by the Occupational Health and Safety Act (29 CFR 1910.1200, "Hazcom"). The product label provides information specifically for product use in the ordinary course. Use, storage and disposal of pesticide products is regulated by the EPA under the authority of FIFRA through the product label. All necessary hazard classification and appropriate precautionary use, storage, and disposal information is set forth on that label or labeling accompanying the pesticide or to which reference is made on the label. It is a violation of federal law to use an EPA-registered pesticide product in any manner inconsistent with its labeling.

# VectoBac® WDG

## BIOLOGICAL LARVICIDE

WATER DISPERSIBLE GRANULE



**FOR ORGANIC PRODUCTION**

**ACTIVE INGREDIENT:**

*Bacillus thuringiensis*, subsp. *israelensis*, strain AM 65-52  
 fermentation solids, spores, and insecticidal toxins\* .... 37.4%  
 OTHER INGREDIENTS ..... 62.6%  
 TOTAL..... 100.0%  
 \*Potency: 3000 International Toxic Units (ITU) per mg of product  
 Equivalent to 1.36 billion ITU/lb of product.

The percent active ingredient does not indicate product performance and potency measurements are not Federally standardized.

EPA Reg. No. 73049-56

EPA Est. No. 33762-IA-001

List No. 60215

**INDEX:**

- 1.0 First Aid
- 2.0 Precautionary Statements
  - 2.1 Hazards to Humans and Domestic Animals
  - 2.2 Environmental Hazards
- 3.0 Directions for Use
- 4.0 Application Directions
- 5.0 Small Quantity Dilution Rates
- 6.0 Ground and Aerial Application
  - 6.1 Aerial Application
- 7.0 Storage and Disposal
- 8.0 Notice to User

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

1.0 FIRST AID	
<b>If inhaled</b>	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth to mouth, if possible.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>
<b>If in eyes</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
HOTLINE 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 1-800-892-0099 (24 hours) for emergency medical treatment and/or transportation emergency information. For all other information, call 1-800-89-VALENT (1-800-898-2536).	

**2.0 PRECAUTIONARY STATEMENTS**

**2.1 HAZARDS TO HUMANS AND DOMESTIC ANIMALS  
CAUTION**

Harmful if inhaled. Causes moderate eye irritation. Avoid breathing dust or spray mist. Avoid contact with eyes or clothing. Remove and wash contaminated clothing before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

Mixers/loaders and applicators not in enclosed cabs or aircraft must wear a NIOSH-approved particulate respirator with any N, P or R filter with NIOSH approval number prefix TC-84A or a NIOSH-approved powered air purifying respirator with an HE filter with NIOSH approval number prefix TC-21C. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

**2.2 Environmental Hazards**

Do not contaminate water when disposing of equipment washwater or rinsate.

**3.0 DIRECTIONS FOR USE**

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

Do not apply directly to treated, finished drinking water reservoirs.

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 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, or persons under contract to these entities only.

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

**4.0 APPLICATION DIRECTIONS**

Do not apply when wind speed favors drift beyond the area of treatment.

VectoBac® WDG Biological Larvicide Water Dispersable Granule (hereafter referred to as VectoBac WDG) is an insecticide for use against mosquito larvae.

**Mosquito Larvae Control in Urban and Rural Areas  
Mosquito Habitat                      Application Rate Range\***

Irrigation ditches, roadside	1.75 - 7.0 oz/acre
ditches, flood water, standing	(50 - 200 g/acre)
pools, woodland pools, snow	(125 - 500 g/ha)
melt pools, pastures, catch basins, storm water retention areas, tidal water, salt marshes and rice fields.	

Direct spray applications to sites where mosquitoes breed. These sites include tires and tire piles, potted plants, tree holes, garbage bins, cans, birdbaths, rain barrels, and other water-holding containers and small bodies of water such as personal rainwater catchment cisterns.

#### 4.0 APPLICATION DIRECTIONS (CONT'D)

Mosquito Habitat	Applications Rate Range*
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Polluted water, such as sewage and animal waste lagoons	7.0 - 14.0 oz/acre (200 - 400 g/acre) (500 - 1000 g/ha)
---	---

Standing water, which contains mosquito larvae, in fields with growing crops (e.g., alfalfa, almonds, asparagus, corn, cotton, dates, grapes, peaches and walnuts) can be treated at the specified application rates.

\* Use higher application rate range in polluted water and when late 3rd and early 4th instar larvae predominate, mosquito populations are high, and/or algae are abundant.

#### 5.0 SMALL QUANTITY DILUTION RATES

For when small areas are to be treated, the table below can be used to determine application rates.

Gallons Spray Mixture/Acre  
(Ounces Needed per Gallon of Spray)

Rates in		Final concentration, ounces/gallon spray		
Ounces/Acre	Grams/A	10 Gal/A	25 Gal/A	50 Gal/A
1.75	50	0.175	0.07	0.04
3.5	100	0.35	0.14	0.07
7.0	200	0.7	0.28	0.14
14.0	400	1.4	0.565	0.28

#### 6.0 GROUND AND AERIAL APPLICATION (In Urban and Rural Areas)

VectoBac WDG may be applied using conventional ground or aerial application equipment with quantities of water sufficient to provide uniform coverage of the target area. For application, first add VectoBac WDG to water to produce a final spray mixture.

The amount of water will depend on weather, spray equipment, and mosquito habitat characteristics. For application, fill the mix tank or plane hopper with the desired quantity of water. Start the mechanical or manual agitation to provide moderate circulation of water before adding VectoBac WDG. Backpack and compressed air sprayers may be agitated by shaking after adding VectoBac WDG to the water in the sprayer. VectoBac WDG suspends readily in water and will stay suspended over normal application periods. Brief recirculation may be necessary if the spray mixture has sat for several hours or longer. Do not mix more VectoBac WDG than can be used in a 48-hour period. AVOID CONTINUOUS AGITATION OF THE SPRAY MIXTURE DURING SPRAYING.

For ground spraying, apply VectoBac WDG at a rate of 1.75 - 14 oz/acre (50 - 400 g/acre; 125-1000 g/ha) in 5 - 100 gallons of water per acre (47 - 950 liters/ha) using hand-pump, airblast, mist blower, or other spray equipment.

For aerial application, apply VectoBac WDG at a rate of 1.75 - 14 oz/acre (50 - 400 g/acre; 125-1000 g/ha) in 0.25 - 10 gallons of water per acre (2.4 - 93.5 liters/ha) through fixed wing or helicopter aircraft equipped with either conventional boom and nozzle systems or rotary atomizers to provide uniform coverage of the target area.

**Rinse and flush spray equipment thoroughly following each use.**

#### 6.1 Aerial Application

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determine the potential for spray drift. The applicator and the treatment coordinator are responsible for considering all of these factors when making decisions.

#### 7.0 STORAGE AND DISPOSAL

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

**Pesticide Storage:** Store in cool [59 - 86°F (15 - 30°C)], dry place.

**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. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water 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.

#### 8.0 NOTICE TO USER

To the extent consistent with applicable law, seller makes no warranty, express or implied, of merchantability, fitness or otherwise concerning use of this product other than as indicated on this label. To the extent consistent with applicable law, user assumes all risks of use, storage or handling not in accordance with accompanying directions.

VectoBac is a registered trademark of Valent BioSciences LLC.

**VectoBac® WDG Biological Larvicide**

SDS# VBC-0019 Revision 2

ISSUED 03/11/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

**1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY****1.1 Product Identifier****MATERIAL NAME:** VectoBac® WDG**Synonyms:** VectoBac® WG, Gnatrol WDG, Gnatrol DG**EPA Reg No.:** 73049-56**Code Number:** 80893, 33921**List Number:** 60215**Chemical Family:** Not applicable; microbial product**Substance Registration Number(s)[REACH]:** N/A**1.2 Relevant Identified Uses and Uses Advised Against****Identified Uses:** Biological mosquito larvicide**Uses Advised Against:** It is a violation of Federal law to use this product in a manner inconsistent with its FIFRA pesticide labeling.**1.3 Details of the supplier of the Safety Data Sheet****Supplied By:** Valent BioSciences Corporation  
870 Technology Way  
Libertyville, Illinois 60048**1.4 EMERGENCY TELEPHONE NUMBERS****Emergency Health or Spill:**

Outside the United States: 651-632-6184

Within the United States: 877-315-9819

**2. HAZARDS IDENTIFICATION****2.1 Classification of the Substance or Mixture**

Not Classified

**2.2 Labeling Elements****Symbol(s)**

Symbols not required

**Signal Word**

WARNING

**Hazard Statement(s)**

None

**2.3 Precautionary Statement:****Prevention**

Avoid breathing dust, wear dust mask when handling

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Wash hands and face thoroughly after handling

**Response**

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

If eye irritation persists: Get medical advice/ attention.

**Disposal**

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

**2.4 Other Hazards**

None identified.

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

CAS #	Component Name	Classification	Percent
None	<i>Bacillus thuringiensis</i> subsp. <i>israelensis</i> , strain AM65-52	Irritating to Eyes – Cat 2B Skin Sensitizer – Cat 1B	37.4
Trade Secret	Other ingredients	Not classified	62.6

**4. FIRST AID MEASURES****4.1 Description of First Aid Measures**

**GENERAL:** In all cases of doubt, seek medical attention.

**EYES:** Remove from source of exposure. Flush with copious amounts of water. Remove contact lenses, if present and easy to do, after the first 5 minutes, then continue rinsing. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.

**SKIN:** Remove from source of exposure. Take off contaminated clothing. Flush with copious amounts of water. If irritation occurs or signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.

**INGESTION:** Remove from source of exposure. Move person to fresh air. Do NOT induce vomiting. If signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.

**INHALATION:** Remove from source of exposure. If signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary. If person is not breathing, call 911, then give artificial respiration.

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**4.2 Most important Symptoms and Effects, both Acute and Delayed****Acute**

Possible eye and skin irritation

**Delayed**

No information on significant adverse effects

**4.3 Indication of any Immediate Medical Attention and Special Treatment Needed**

Treat symptomatically and supportively

**5. FIRE FIGHTING PROCEDURES****5.1 Extinguisher Media****Suitable Extinguisher Media**

Dry chemical, water spray, foam or carbon dioxide. Use appropriate medium for the underlying cause of the fire.

**Unsuitable Extinguisher Media**

None known

**5.2 Specific Hazards Arising from the Chemical****Thermal decomposition products**

Carbon oxides, nitrogen oxides

**5.3 Advice to Firefighters****Protective Equipment and precautions for firefighters**

Fire fighter should wear full-face, self-contained breathing apparatus and impervious protective clothing. Fire fighters should avoid inhaling combustion products. See Section 8 (Exposure Controls / Personal Protection)

**Fire & Explosive hazard**

Not expected to be flammable.

**6. ACCIDENTAL RELEASE MEASURES****6.1 Personal Precautions, Protective Equipment and Emergency Procedures**

For respiratory protection wear a dust mask. Wear eye protection appropriate to handling activities. Wear impervious gloves. See personal protection as recommended in Section 8.

**6.2 Environmental Precautions**

Dispose of excess product and washwaters according to local regulations.

**VectoBac® WDG Biological Larvicide**

SDS# VBC-0019 Revision 2

ISSUED 03/11/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

**6.3 Methods and Materials for Containment and Cleaning Up**

Wear appropriate personal protective equipment. Sweep up material and place in appropriate container for disposal. Avoid generating dust.

**6.4 Reference to Other Sections**

See Section 7 for Handling Procedures. See Section 8 for Personal Protective Equipment recommendations. See Section 13 for Disposal Considerations.

US Regulations may require reporting spills of hazardous materials: See Section 15: REGULATORY INFORMATION for details on reportable quantities, if any.

**7. HANDLING AND STORAGE****7.1 Precautions for Safe handling**

For respiratory protection wear a dust mask. Avoid contact with eyes, skin or clothing. Wash thoroughly after handling. Do not eat, drink, chew gum or smoke while working with product, obey reasonable safety precautions and practice good housekeeping.

**7.2 Conditions for Safe Storage, Including Incompatibilities**

Protect against physical damage. Keep in original containers. Close containers of unused material. Store in a dry, cool place.

**Incompatibilities**

None Known

**7.3 Specific End Use(s)**

Pesticide, biological mosquito larvicide

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION****8.1 Control Parameters****Component Exposure Limits**

None

**Derived No Effect Levels (DNELs)**

No DNELs available

**Predicted No Effect Concentrations (PNECs)**

No PNECs available

**8.2 Exposure Controls****Appropriate Engineering Controls**

Provide general ventilation.

**VectoBac® WDG Biological Larvicide**

**SDS# VBC-0019 Revision 2**

**ISSUED 03/11/16**

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

**SKIN PROTECTION:**

Wear protective clothing, including boots and gloves. For filling operations if dust/mist is produced wear a dust mask. Wash thoroughly with soap and water after handling.

**EYE PROTECTION:**

Wear goggles, safety glasses with side shields.

**RESPIRATORY PROTECTION:**

Where respiratory protection is warranted, use dust/mist filtering respirator (MSHA/NIOSH approved number prefix TC-21C or a NIOSH approved respirator with any N, P, R or HE filter during application procedures or when repeat exposure is expected.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

Appearance/Odor:	Brown fine granules	Odor :	Musty odor
pH:	5.8 (10% dispersion in water)	Boiling Point:	Not Determined
Melting Point:	Not Applicable	Solubility (H <sub>2</sub> O):	Suspends and partially soluble
Specific Gravity:	Not Determined	Bulk Density:	0.36 g/ml
Octanol/H <sub>2</sub> O Coeff:	Not Determined	Evaporation Rate:	Not Determined
Molecular Weight:	Not Applicable	Decomposition Temp.:	Not Determined
Auto Ignition:	Not Determined	LFL:	Not Determined
Flash Point:	Not Determined	UFL:	Not Determined
Vapor Density:	Not Determined	Vapor Pressure:	Not Applicable
VOC:	Not Determined	Flammability Class:	None of the components are classified as flammable or highly flammable, it can be concluded that the preparation itself will not be classified as highly flammable.
Kinematic Viscosity:	Not Determined		

**10. CHEMICAL STABILITY AND REACTIVITY**

**10.1 Reactivity**

Material does not pose a significant reactivity hazard.

**10.2 Chemical Stability**

Stable under ordinary conditions of use and storage. Spontaneous reaction not possible.

**10.3 Possibility of Hazardous Reactions**

Does not undergo hazardous polymerization

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[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

**10.4 Conditions to Avoid**

None known

**10.5 Incompatible Materials**

None known

**10.6 Hazardous Decomposition Products**

Carbon oxides and unidentified organic compounds.

**11. TOXICOLOGICAL INFORMATION****11.1 Information on Toxicological Effects**

## LIKELY ROUTES OF EXPOSURE

Eye Contact: Yes

Skin Contact: Yes

Ingestion: No

Inhalation: No

ACUTE EFFECTS Product Toxicology Studies (Data for product)ORAL TOXICITY: LD<sub>50</sub> > 5,000 mg/kg (rat)DERMAL TOXICITY: LD<sub>50</sub> > 5,000 mg/kg (rabbit)INHALATION TOXICITY: LC<sub>50</sub> > 0.014 mg/L air (rat- nose only; maximum feasible concentration)

CORROSIVENESS: Not corrosive.

DERMAL IRRITATION: Weakly irritating

OCULAR IRRITATION: Mildly irritating

DERMAL SENSITIZATION: Not a sensitizer (guinea pig)

MUTAGENICITY INFORMATION: Components of this product are not listed as mutagens.

CARCINOGENICITY INFORMATION: Components of this product are not listed as carcinogenic by NTP, IARC or OSHA.

DEVELOPMENTAL/REPRODUCTIVE TOXICITY: This material is not pathogenic

SPECIAL TARGET ORGAN EFFECTS: Eye and mucus membrane Irritation.

ASPIRATION HAZARD: Not Applicable

REPEAT DOSE STUDIES: Not Applicable, Pathogenicity Toxicity testing was all negative

**12. ECOLOGICAL INFORMATION****12.1 Ecotoxicity (Data for a Concentrated Technical Powder)**Fish: LC<sub>50</sub> >370 mg/L (96-H, Rainbow Trout)Bird: LC<sub>50</sub> >3077 mg /kg (6.2 x 10<sup>11</sup> cfu/kg) (Acute Oral - Bobwhite Quail)LC<sub>50</sub> >3077 mg /kg (6.2 x 10<sup>11</sup> cfu/kg) each day for 5 days (Sub-Acute Oral)

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(dietary) - Bobwhite Quail  
Invertebrates: EC<sub>50</sub> >50 mg/L (48-H) (Daphnia)  
Bees: Essentially nontoxic to honey bees

**12.2 Persistence and Degradability**

No data available

**12.3 Bioaccumulation potential**

Not applicable. Substance is not pathogenic to non-target organisms

**12.4 Mobility in Soil**

No data available

**12.5 Results of PBT and vPvB assessment**

Assessments not performed

**12.6 Other adverse effects**

None known

**13. DISPOSAL CONSIDERATIONS****13.1 Waste Disposal Methods**

Dispose of product in accordance with federal, state, provincial, and local regulations. Prevent contamination of environment by wastes.

**US EPA WASTE NUMBER & DESCRIPTIONS:**

There is no applicable EPA waste number. This product, if discarded, is not expected to be a characteristic or listed hazardous waste.

**14. TRANSPORTATION INFORMATION**

DOT STATUS: Not regulated for domestic ground transport by US DOT  
UN PROPER SHIPPING NAME: N/A  
REMARKS: N/A

IATA/ICA0 STATUS: Not Regulated  
PROPER SHIPPING NAME: N/A  
REMARKS: N/A

IMDG STATUS: Not Regulated  
PROPER SHIPPING NAME: N/A  
REMARKS: N/A

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**15. REGULATORY INFORMATION****15.1 Safety, Health and Environmental Regulations / Specific Legislation**

TSCA STATUS: Exempt

CERCLA STATUS: Not regulated as hazardous

SARA STATUS: Acute: No Chronic: No Fire: No CDT: No

RCRA STATUS: Not regulated as hazardous

State Right-To-Know: Not Listed

Consult applicable national, state provincial or local laws to determine regulations, laws or ordinances which may be applicable.

OSHA HAZARD COMMUNICATION STANDARD: Not defined by the OSHA Hazard Communication Standard, 29 CFR

**15.2 EPA Pesticide Regulations**

EPA Registration Number: 73049-56

EPA Pesticide Label signal word: CAUTION

Product must have EPA Approved Pesticide Label attached to or accompanying all containers.

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 and limitations for its use.

**KEEP OUT OF REACH OF CHILDREN****CAUTION****PRECAUTIONARY STATEMENTS****HAZARDS TO HUMANS AND DOMESTIC ANIMALS**

Harmful if inhaled. Avoid breathing dust. Remove contaminated clothing and wash before reuse. Causes moderate eye irritation. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

Personal Protective Equipment:

Applicators and other handlers must wear: Long-sleeved shirt and long pants, water proof gloves, and shoes plus socks.

Mixer/loaders and applicators not in enclosed cabs or aircraft must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95 or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

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

**User Safety Recommendations:**

Users should wash hands before eating, drinking, chewing gum, using tobacco products or using the toilet.

**ENVIRONMENTAL HAZARDS**

Do not apply directly to treated finished drinking water reservoirs or drinking water receptacles when water is intended for human consumption.

**STORAGE AND DISPOSAL**

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

**Storage:** Store in cool [59-86°F (15-30°C)], dry place.

**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:**

Plastic Container: Nonrefillable container. Do not reuse or refill this container.

Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 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 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.

Paper bag: Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Offer for recycling, if available. If recycling is not available dispose of empty bag in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

**16. OTHER INFORMATION****NFPA Hazard Ratings**

Health: 1  
Flammability: 0  
Instability: 0

**HMIS Hazard Ratings**

Health: 1  
Flammability: 0  
Instability: 0

0 = Minimal  
1 = Slight  
2 = Moderate  
3 = Serious  
4 = Extreme

**VectoBac® WDG Biological Larvicide****SDS# VBC-0019 Revision 2****ISSUED 03/11/16**

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**REASON FOR ISSUE:** Review and update hazard statement and warranty**APPROVAL DATE:** 03/11/16**SUPERSEDES DATE:** 04/14/15**LEGEND:** N/A = Not Applicable

N/D = Not Determined

N/L = Not Listed

L = Listed

C = Ceiling

S = Short-term

(R) = Registered Trademark of Valent BioSciences Corp.

(TM) = Registered Trademark of Valent BioSciences Corp.

The information provided in this Safety Data Sheet (SDS) is provided in good faith and believed to be accurate at the time of preparation of the SDS. However, to the extent consistent with applicable law, Valent BioSciences Corporation and its subsidiaries or affiliates extend no warranties, make no representations, and assume no responsibility as to the accuracy, suitability, or completeness of such information. Additionally, to the extent consistent with applicable law, neither Valent BioSciences Corporation nor any of its subsidiaries or affiliates represents or guarantees that this information or product may be used without infringing the intellectual property rights of others. Except to the extent a particular use and particular information are expressly stated on the product label, it is the users' own responsibility to determine the suitability of this information for their own particular use of this product. If necessary, contact Valent BioSciences Corporation to confirm that you have the most current product label and SDS.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABEL (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 as required by the Occupational Health and Safety Act (29 CFR 1910.1200, "Hazcom"). The product label provides information specifically for product use in the ordinary course. Use, storage and disposal of pesticide products is regulated by the EPA under the authority of FIFRA through the product label. All necessary hazard classification and appropriate precautionary use, storage, and disposal information is set forth on that label or labeling accompanying the pesticide or to which reference is made on the label. It is a violation of federal law to use an EPA-registered pesticide product in any manner inconsistent with its labeling.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 ADAPCO, LLC  
 Lake Mary, FL United States

**Certificate Number:**  
 2024-1134771

**Date Filed:**  
 03/14/2024

**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, TX

**Date Acknowledged:**  
 05/14/2024

**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.**  
 B24-048  
 Weed, Brush & Insect Chemicals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Azelis Americas, LLC	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)



**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)	d.b.a Azelis A&ES		
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?
Federal ID # or S.S. #	721115450	SAM.gov Unique Entity ID #	KVUGC5P6EEG9
SAM.gov CAGE / NCAGE	OFHX3		
Publicly Traded Business	x No      Yes Ticker Symbol _____		
Remittance Address	P.O. Box 736664		
City/State/Zip	Dallas, TX 75373-6664		
Physical Address	1324 North Hearne Ave. Ste., 120		
City/State/Zip	Shreveport, LA 71107		
Phone Number	318-425-5944		
E-mail	chad.chambliss@azelis.com		
Contact Person	Red River Specialties, LLC		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	Cert Date
	SBE-Small Business Enterprise <input type="checkbox"/>		Exp Date
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>		
	WBE-Women's Business Enterprise <input type="checkbox"/>		
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 <small>1324 HUB</small> _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 x _____
NAICs codes (Please enter all that apply)	424690		
Signature of Authorized Representative			
Printed Name	Chad Chambliss		
Title	Bid Manager		
Date	3/14/2024		

**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 24-048**

**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, March 19, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov)

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

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

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a 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. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, March 12, 2024 at 11:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder:



the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.


- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder:



is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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

Initials of Bidder: 

that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.


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

Initials of Bidder: CC

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: CC

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 trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

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

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with 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, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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](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: B24-048.
  - 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 24-048**

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

This memorandum of agreement made and entered into on the 14 day of May, 2024,  
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 Rod 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 14 day of May 2024.

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

By: Chad Chambliss  
Signature of Contractor

By: Chad Chambliss / Bid Manager  
Printed Name and Title

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <p style="text-align: center; font-size: 1.2em;"><b>Red River Specialties, LLC</b></p>	
2 Business name/disregarded entity name, if different from above <p style="text-align: center; font-size: 1.2em;"><b>Azelis Agricultural and Environmental Solutions</b></p>	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>C</b> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <p style="text-align: center; font-size: 1.2em;"><b>1324 North Hearne Ave. Ste., 120</b></p>	Requester's name and address (optional)
6 City, state, and ZIP code <p style="text-align: center; font-size: 1.2em;"><b>Shreveport, LA 71107</b></p>	
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.

<b>Social security number</b>													
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**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>3/14/2024</b>
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**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](http://www.irs.gov/fw9).

**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>3</sup>  The actual owner <sup>4</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.): Azelis Agricultural and Environmental Solutions

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

Mailing Address: Shreveport, LA 71107

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

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

3/14/2024

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 §2252.001.  
[Company Name]

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

**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

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

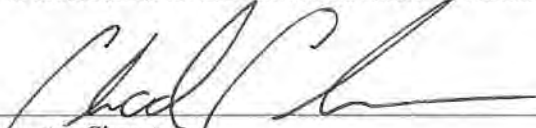
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels,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

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

**Red River Specialties, LLC**

(Company/Contractor)

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

  
Contractor Signature

**3/14/2024**

Date

**Chad Chambliss**

Printed Name

**Bid Manager**

Title

Fort Bend County Pricing Form  
 Bid 24-048

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

Term: April 1, 2024 through March 31, 2025

Digital COPY  
 on Flash  
 Drive

Herbicides	Vendor Name: ↓
	Red River Specialties, LLC
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 14.98 gal.
minimum order	2.5 gal.
returnable	No
30 gallon container	\$ 14.28 gal.
minimum order	30 gal.
returnable	No
270 gallon container	14.00 gal.
minimum order	265 gal. container
returnable	No
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 63.85 gal.
minimum order	2.5 gal.
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
15 gallon container	\$ 63.48 gal.
minimum order	15 gal.
returnable	No
30 gallon container	\$ 63.28 gal.
minimum order	30 gal.
returnable	No
250 gallon container	No Bid
minimum order	
returnable	
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	\$ 25.88 lb.
minimum order	4 lbs.
12 pound container	25.88 lb.
minimum order	12 lbs.
25 pound container	No Bid
minimum order	

	<b>Vendor Name: ↓</b>
	<b>Red River Specialties, LLC</b>
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	No Bid
minimum order	
8 oz. container	\$ 2.28 oz.
minimum order	8 oz.
16 oz. container	\$ 2.28 oz.
minimum order	16.oz.
64 oz. container	\$ 2.20 oz.
minimum order	64 oz.
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 60.30 gal.
minimum order	2.5 gal.
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	\$ 60.30 gal.
minimum order	30 gal.
returnable	No
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	\$ 75.01 gal.
minimum order	2.5 gal.
returnable	No
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 16.18 gal.
minimum order	2.5 gal.
returnable	No
Brand Bid	Ranger Pro
5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	\$ 16.00 gal.
minimum order	30 gal.
returnable	No
Brand Bid	Ranger Pro
275 gallon container	No Bid

	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
minimum order	
returnable	
Brand Bid	
265 gallon container	\$ 15.78 gal.
minimum order	265 gal.
returnable	No
Brand Bid	Ranger Pro
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 34.88 gal.
minimum order	2.5 gal.
returnable	No
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 329.00 gal.
minimum order	2.5 gal.
returnable	No
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$ 15.20 oz
minimum order	20 oz.
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	\$ 13.98 qt.
minimum order	1 quart
returnable	No / Bidding Elite Secure Ultra
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 21.48 gal.
minimum order	2.5 gal.
returnable	No
30 gallon container	\$ 21.00 gal.
minimum order	30 gal.
returnable	No

	Vendor Name: ↓
	Red River Specialties, LLC
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
1 gallon container	No Bid
minimum order	
returnable	
2.5 gallon container	\$ 18.98 gal.
minimum order	2.5 gal.
returnable	No
30 gallon container	
minimum order	
returnable	
Brand Bid	Elite Platinum
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 78.44 gal.
minimum order	2.5 gal.
returnable	No Bid
5 gallon container	
minimum order	
returnable	
30 gallon container	\$ 78.10 gal.
minimum order	30 gal.
returnable	No
250 gallon container	No Bid
minimum order	
returnable	
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	
minimum order	
Brand Bid	
1.25 pound container	\$ 98.00 lb.
minimum order	1 bottle
Brand Bid	Opensight
10 pound container	\$ 98.00 lb.
minimum order	10 lbs.
Brand Bid	1 bottle

	Vendor Name: ↓
	<b>Red River Specialties, LLC</b>
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
<b>Item #20: Plateau, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$118.44
minimum order	1 gal.
returnable	No
<b>Item #21: Droplex Xtra, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #22: Vastlan, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 105.00 gal.
30 gallon container	\$ 105.00 gal.
minimum order	1 container 2.5 or 30 gal.
returnable	No
<b>Item #23: Trycera Selective Herbicide, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
265 gallon container	
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>Red River Specialties, LLC</b>
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$679.00
minimum order	1 gal.
returnable	No
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 24.44 gal.
minimum order	2.5 gal.
Brand Bid	Roundup Custom
returnable	No
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$ 357.12 gal.
minimum order	2.5 gal.
20 gallon container	No Bid
minimum order	
Brand Bid	Method 240 SL
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	\$ 9.69 oz.
minimum order	60 oz.
Brand Bid	Derigo
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	\$ 14.60 oz.
minimum order	8 oz. container
Brand Bid	Telar XP

	<b>Vendor Name: ↓</b>
	<b>Red River Specialties, LLC</b>
<b>Item #31: EcoMIGHT price per gallon</b>	<b>Bid Price</b>
1 gallon container	No Bid
minimum order	
2.5 gallon container	No Bid
minimum order	
55 gallon container	No Bid
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent, price per gallon</b>	<b>Bid Price</b>
1 gallon container	No Bid
minimum order	
returnable	
2.5 gallon container	\$ 10.88 gal.
minimum order	2.5 gal.
returnable	No
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon</b>	<b>Bid Price</b>
1 gallon container	No Bid
minimum order	
returnable	
<b>Item #34: Liberate by Loveland Products, Inc., price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs price per gallon</b>	<b>Bid Price</b>
1 gallon container	No Bid
minimum order	
returnable	
2.5 gallon container	1,509.12 gal.
minimum order	2.5 gal.
returnable	No
<b>Item #36: TerraVue, No Subs price per ounce</b>	<b>Bid Price</b>
20 ounce container	\$ 104.00 lb.
minimum order	1 bottle / 1.1 lb.
returnable	No
10 pound case	\$ 104.00 lb.
minimum order	1 bottle / 10 lbs.
returnable	No

<b>Insecticides</b>	<b>Vendor Name: ↓</b>
	<b>Red River Specialties, LLC</b>
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	No Bid
minimum order	
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220	No Bid
minimum order	
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	No Bid
minimum order	
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	No Bid
minimum order	
returnable	
55 gallon container	
minimum order	
returnable	
275 gallon container	
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>Red River Specialties, LLC</b>
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	No Bid
minimum order	
55 gallon container	
minimum order	
275 gallon container	
minimum order	
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	No Bid
minimum order	

	Vendor Name: ↓
	Red River Specialties, LLC
Item #46: Dibrom (Naled), 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	
Item #47: Fyfanon EW (40.9% malathion) 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
<b>Item #48: Vectobac WDG, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Bid Price</b>
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
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
Minimum order	
Returnable	
Brand bid	
30 gallon container	
Minimum order	
Returnable	
Brand bid	
264 gallon container	
Minimum order	
Returnable	
Brand bid	
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	No Bid
Minimum order	
Returnable	
Brand bid	
5 KG bag	
Minimum order	
Returnable	
Brand bid	
<b>Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
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
<b>Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #54: Summit Mosquito Dunks (Bti, 10.31%), price per dunk</b>	<b>Bid Price</b>
2 Pack	No Bid
Minimum order	
Returnable	
Brand bid	
6 pack	
Minimum order	
Returnable	
Brand bid	
12 Pack	
Minimum order	
Returnable	
Brand bid	
20 pack	
Minimum order	
Returnable	
Brand bid	

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**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

**Certificate Number:**  
 2024-1134802

**Date Filed:**  
 03/14/2024

**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

**Date Acknowledged:**  
 05/14/2024

**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.**  
 24-048  
 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)



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

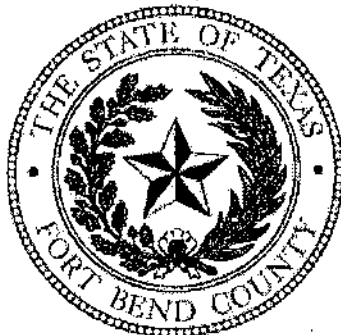
Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Clarke Mosquito Control Products, Inc.												
Business Name (if different from legal name)													
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 77 years										
Federal ID # or S.S. #	36-3672438	SAM.gov Unique Entity ID #	WRLYLNXXKMKS4										
SAM.gov CAGE / NCAGE	65183												
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	16277 Collections Center Drive												
City/State/Zip	Chicago, IL 60693												
Physical Address	675 Sidwell Court												
City/State/Zip	St. Charles, IL 60174												
Phone Number	800-323-5727												
E-mail	customercare@clarke.com												
Contact Person	Doug Carroll												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
Cert Date	Exp Date												
_____	_____												
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_____	_____												
_____	_____												
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____											
	\$5,000,000-\$16,999,999 <input type="checkbox"/>	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/>										
NAICs codes (Please enter all that apply)	325320												
Signature of Authorized Representative													
Printed Name	Julie Reiter												
Title	V.P. H.R & Sustainable Development												
Date	3.14.2024												

**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 24-048*

**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, March 19, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountvtx.gov](mailto:Melissa.Stavinoha@fortbendcountvtx.gov)

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

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

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a 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

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, March 12, 2024 at 11:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder:



the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It



is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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

Initials of Bidder:



that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

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



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

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first three (3) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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

## 2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder:



County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

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

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

Initials of Bidder:



excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.



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

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

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

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with 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, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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.



**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](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: B24-048.
  - 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



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



**Contract Sheet  
Bid 24-048**

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

This memorandum of agreement made and entered into on the 14 day of May, 2024,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein  
by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court,  
and Clarke Mosquito Control Products, Inc. (hereinafter designated Contractor).  
**(company name)**

WITNESSETH:

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

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

Executed at Richmond, Texas this 14 day of May 2024.

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

By: [Signature] **Signature of Contractor**

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

**Request for Taxpayer  
Identification Number and Certification**

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

Other (see instructions) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

**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.

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**

6 City, state, and ZIP code  
**St. Charles, IL 60174**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

**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.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
3	6	-	3	6	7	2	4	3	8

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶ *Clarke Mosquito*

Date ▶ 2024

**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](http://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 9832 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
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 <sup>2</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

Job No.: \_\_\_\_\_

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

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

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

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

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
n/a	
_____	_____
_____	_____
_____	_____

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

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

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

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

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

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

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

**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

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


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

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

**Clarke Mosquito Control Products, Inc.**

(Company/Contractor)

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

  
Contractor Signature

**3.14.2024**

Date

**Julie Reiter**

Printed Name

**V.P. H.R & Sustainable Development**

Title



# Altosid<sup>®</sup> BRIQUETS



A SUSTAINED RELEASE MOSQUITO GROWTH REGULATOR TO PREVENT ADULT MOSQUITO EMERGENCE (INCLUDING THOSE WHICH MAY TRANSMIT WEST NILE VIRUS)

## SPECIMEN LABEL

**ACTIVE INGREDIENT:**

(S)-Methoprene (Dry Weight Basis)  
(CAS #65733-16-6) ..... 8.62%

**OTHER INGREDIENTS:** ..... 91.38%  
Total ..... 100.00%

This product contains water, therefore the weight of the briquet and percent by weight of active ingredient will vary with hydration. The Ingredient Statement is expressed on a dry weight basis.

EPA Reg. No. 2724-375      EPA Est. No. 2724-TX-1

KEEP OUT OF REACH OF CHILDREN  
**CAUTION**

**PRECAUTIONARY STATEMENTS  
HAZARDS TO HUMANS  
AND DOMESTIC ANIMALS  
CAUTION**

Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse.

**FIRST AID**

Call a poison control center or doctor for treatment advice.

- |                   |   |
|-------------------|---|
| <b>If in eyes</b> | <ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> </ul> |
|-------------------|---|

**FIRST AID (CONTINUED)**

- |                               |   |
|-------------------------------|---|
| <b>If on skin or clothing</b> | <ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> </ul> |
|-------------------------------|---|

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<sup>®</sup> Briquets** from container except for immediate use.

Because of the unique mode of action of **ALTOSID<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> Briquet** is a formulation designed to release effective levels of **ALTOSID<sup>®</sup> Insect Growth Regulator** up to 30 days under typical environmental conditions. Release of **ALTOSID<sup>®</sup> Insect Growth Regulator** is effected by dissolution of the **ALTOSID<sup>®</sup> Briquet**. If briquets become covered by obstructions such as debris, vegetation, and loose

sediment as a result of high rainfall or flow, normal dispersion of the active ingredient can be inhibited. Water flow may increase the dissolution of the briquet thus reducing the residual life of the briquet. Inspect areas of water flow to determine appropriate retreatment intervals. To assure positive results, place **ALTOSID® Briquets** where they will not be swept away by flushing action. **ALTOSID® Briquets** prevent the emergence of adult mosquitoes including *Anopheles*, *Culex*, *Culiseta*, *Coquillettidia*, and *Mansonia* spp., as well as those of the floodwater mosquito complex (*Aedes*, *Ochlerotatus*, and *Psorophora* spp.) from treated water. Treated larvae continue to develop normally to the pupal stage where they die.

#### APPLICATION TIMING

Apply **ALTOSID® Briquets** at the beginning of the mosquito season. **ALTOSID® Briquets** provide up to 30 days residual control. Continue treatment through the last brood of the season. Apply at any stage of larval development. **ALTOSID® Briquets** may be applied as a pre-flood treatment prior to wetting events. **ALTOSID® Briquets** will be unaffected in dry down situations and will begin working again during subsequent wetting events until the briquet is exhausted.

**NOTE:** This insect growth regulator has no effect on mosquitoes which have reached the pupal or adult stage prior to treatment.

#### APPLICATION SITES

**ALTOSID® Briquets** are designed to control mosquitoes in small bodies of water. Examples of application sites are: storm drains, catch basins, roadside ditches, fish ponds, ornamental ponds and fountains, other artificial water-holding containers, animal watering troughs, cesspools and septic tanks, waste treatment and settling ponds, flooded crypts, transformer vaults, abandoned swimming pools, tires, construction and other manmade depressions, cattail marshes, water-hyacinth beds, vegetation-choked phosphate pits, pastures, meadows, rice fields, freshwater swamps and marshes, salt and tidal marshes, treeholes, woodland pools, floodplains, and dredging spoil sites. For application sites connected by a water system, i.e., storm drains or catch basins, treat all of the water holding sites in the system to maximize the efficiency of the treatment program.

#### APPLICATION RATES AND INTERVALS

For mosquito control in non-(or low-) flow, shallow depressions (up to two ft in depth), treat on the basis of surface area placing one **ALTOSID® Briquet** per 100 sq ft. For applications in storm water drainage areas, sewers, and catch basins: Place one **ALTOSID® Briquet** into each catch basin. Follow the chart below to determine the number of **ALTOSID® Briquets** to use in large catch basins. Place one **ALTOSID® Briquet** per 100 sq ft of surface area up to two feet deep for storm water drainage areas. Use one additional **ALTOSID® Briquet** per two feet of water depth in areas deeper than two feet.

ALTOSID® BRIQUET APPLICATION CHART		
Number of Briquets	Catch Basin Size	Water Depth (Feet)
1	0-1,500	0-2
2	1,500-3,000	2-4
3	3,000-4,500	4-6
4	4,500-6,000	6-8

#### STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal. **Storage:** Store in cool, dry place. **Pesticide Disposal:** Wastes resulting from use of this product may be disposed of on site or at an approved waste disposal facility. **Container Disposal:** Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling, if available, or dispose of empty bag and box in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

To the fullest extent permitted by law, Seller makes no warranty, expressed or implied, concerning the use of this product other than indicated on the label. Buyer assumes all risk of use and handling of this material when such use and handling are contrary to label instructions.

Always read the label before using this product.

For more information call **1-800-248-7763**.

**www.altosid.com**

#### Wellmark International

1501 East Woodfield Road 200W  
Schaumburg, Illinois 60173



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March, 2010  
Schaumburg, IL

### 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.

# Zoecon Altosid Briquets

## Safety Data Sheet

### 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.

# Zoecon Altosid Briquets

## Safety Data Sheet

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/m <sup>3</sup> )	0.025 mg/m <sup>3</sup> (respirable particulate matter)
OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	50 µg/m <sup>3</sup>
IDLH	US IDLH (mg/m <sup>3</sup> )	50 mg/m <sup>3</sup> (respirable dust)
NIOSH	NIOSH REL (TWA) (mg/m <sup>3</sup> )	0.05 mg/m <sup>3</sup> (respirable dust)
Plaster of paris (26499-65-0)		
OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	15 mg/m <sup>3</sup> (total dust) 5 mg/m <sup>3</sup> (respirable fraction)
NIOSH	NIOSH REL (TWA) (mg/m <sup>3</sup> )	10 mg/m <sup>3</sup> (total dust) 5 mg/m <sup>3</sup> (respirable dust)
Activated Carbon (7440-44-0)		
ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	10 mg/m <sup>3</sup> Inhalable; 3 mg/m <sup>3</sup> Respirable
OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	15 mg/m <sup>3</sup> Total dust; 5 mg/m <sup>3</sup> Respirable

### 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:

# Zoecon Altosid Briquets

## Safety Data Sheet

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/ft <sup>3</sup> )
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 combustible dust concentrations in the air.

### 10.4. Conditions to avoid

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

# Zoecon Altosid Briquets

## Safety Data Sheet

### 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)

# Zoecon Altosid Briquets

## Safety Data Sheet

<b>(s)-Methoprene Technical (65733-16-6)</b>	
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

<b>(s)-Methoprene Technical (65733-16-6)</b>	
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

<b>(s)-Methoprene Technical (65733-16-6)</b>	
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

<b>Silica, crystalline - quartz (14808-60-7)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Activated Carbon (7440-44-0)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>FIFRA Labelling</b>	
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	<b>Caution</b>
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.

# Zoecon Altosid Briquets

## Safety Data Sheet

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<sup>®</sup> XR

## EXTENDED RESIDUAL BRIQUETS

A SUSTAINED RELEASE PRODUCT TO PREVENT ADULT MOSQUITO EMERGENCE  
(INCLUDING THOSE WHICH MAY TRANSMIT WEST NILE VIRUS)

### SPECIMEN LABEL

**ACTIVE INGREDIENT:**

(S)-Methoprene (CAS #65733-16-6)  
(Dry Weight Basis): . . . . . 2.1%

**OTHER INGREDIENTS:** . . . . . 97.9%  
Total . . . . . 100.0%

EPA Reg. No. 2724-421

EPA Est. No. 2724-TX-1

KEEP OUT OF REACH OF CHILDREN  
**CAUTION**  
SEE ADDITIONAL PRECAUTIONARY STATEMENTS

**INTRODUCTION**

**ALTOSID<sup>®</sup> 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<sup>®</sup> 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.

<b>If in eyes</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> </ul>
<b>If on skin or clothing</b>	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> </ul>

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 ( $\leq 2$  feet in depth), treat on the basis of surface area, placing one **ALTOSID® XR BRIQUET** per 200 ft<sup>2</sup>. 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<sup>2</sup>.

**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<sup>2</sup>.

**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<sup>2</sup> 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](http://www.altosid.com)

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Made in USA

May, 2010  
Schaumburg, IL

# Wellmark® 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

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to occur under normal conditions of use due to the manner in which the constituents are bound. The crystalline silica in the finished product is unlikely to pose personal exposure via inhalation in light of studies conducted that indicate there is minimal liberation of particulates from the product during extreme handling or transport.

### 2.4. Unknown acute toxicity (GHS US)

Not applicable

## SECTION 3: Composition/Information on ingredients

### 3.1. Substances

Not applicable

### 3.2. Mixtures

Name	Product identifier	%
(s)-Methoprene	(CAS-No.) 65733-16-6	2.1
Plaster of paris	(CAS-No.) 26499-65-0	> 80.88
Silica, crystalline - quartz	(CAS-No.) 14808-60-7	< 0.82
Other ingredients	(CAS-No.) N/A	Balance

## SECTION 4: First-aid measures

### 4.1. Description of first aid measures

- First-aid measures general : IF exposed or concerned: Get medical advice/attention.
- First-aid measures after inhalation : IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
- First-aid measures after skin contact : IF ON SKIN: Wash with plenty of soap and water. If skin irritation or rash occurs: Get medical advice/attention.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice and attention.
- First-aid measures after ingestion : IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell. Rinse mouth. Do NOT induce vomiting unless directed to do so by medical personnel.

### 4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects after eye contact : Mild eye irritation.

### 4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

## SECTION 5: Fire-fighting measures

### 5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Water spray. Dry chemical. Foam. Carbon dioxide.
- Unsuitable extinguishing media : Avoid heavy hose streams.

### 5.2. Specific hazards arising from the chemical

- Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

### 5.3. Special protective equipment and precautions for fire-fighters

- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

## SECTION 6: Accidental release measures

### 6.1. Personal precautions, protective equipment and emergency procedures

#### 6.1.1. For non-emergency personnel

- Emergency procedures : Keep upwind. Wear appropriate personal protective equipment, avoid direct contact.

#### 6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

### 6.2. Environmental precautions

Avoid release to the environment.

### 6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Use appropriate PPE. Sweep or scoop spills, dispose of any unusable material in approved landfill.

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### SECTION 7: Handling and storage

#### 7.1. Precautions for safe handling

Precautions for safe handling

: Ensure good ventilation of the work station. Do not handle until all safety precautions have been read and understood. Take all necessary technical measures to avoid or minimize the release of the product on the workplace. Provide local exhaust or general room ventilation. Wear personal protective equipment. Avoid contact with skin and eyes.

Hygiene measures

: Separate working clothes from town clothes. Launder separately. Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

#### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions

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

### SECTION 8: Exposure controls/personal protection

#### 8.1. Control parameters

Plaster of paris (26499-65-0)		
OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	15 mg/m <sup>3</sup> (total dust) 5 mg/m <sup>3</sup> (respirable fraction)
NIOSH	NIOSH REL (TWA) (mg/m <sup>3</sup> )	10 mg/m <sup>3</sup> (total dust) 5 mg/m <sup>3</sup> (respirable dust)
Silica, crystalline - quartz (14808-60-7)		
ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	0.025 mg/m <sup>3</sup> (respirable particulate matter)
OSHA	OSHA PEL (TWA) (mg/m <sup>3</sup> )	50 µg/m <sup>3</sup>
IDLH	US IDLH (mg/m <sup>3</sup> )	50 mg/m <sup>3</sup> (respirable dust)
NIOSH	NIOSH REL (TWA) (mg/m <sup>3</sup> )	0.05 mg/m <sup>3</sup> (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

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Odor	: Slight hydrocarbon
Odor threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Not applicable
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Non flammable.
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: 1.04 g/cc (64.9 lb/ft3)
Solubility	: No data available
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available
Explosion limits	: Not applicable
Explosive properties	: Not explosive
Oxidizing properties	: Not applicable

### 9.2. Other information

No additional information available

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

### 10.2. Chemical stability

Stable under normal conditions.

### 10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

### 10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

### 10.5. Incompatible materials

No additional information available

### 10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

## SECTION 11: Toxicological information

### 11.1. Information on toxicological effects

Zoecon Altosid XR Extended Residual Briquets	
LD50 oral rat	> 5100 mg/kg
LD50 dermal rabbit	> 2100 mg/kg
<b>Silica, crystalline - quartz (14808-60-7)</b>	
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

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Serious eye damage/irritation	Causes eye irritation.
Respiratory or skin sensitization	Not classified
Germ cells mutagen	Not classified
Carcinogenicity	May cause cancer.
Reproductive toxicity	Not classified
Specific target organ toxicant (single exposure)	Not classified
Specific target organ toxicant (repeated exposure)	Not classified
Aspiration hazard	Not classified

### Potential health effects

#### Inhalation

Chronic : Exposure to respirable crystalline silica is not expected during normal use of this product. However, prolonged overexposure to respirable crystalline silica may cause lung disease (silicosis).

#### Skin

Acute : Causes mild skin irritation.

#### Eye

Acute : Causes mild eye irritation.

#### Mutagenicity

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

#### Carcinogenicity

: (s)-Methoprene is not classified as carcinogen by NTP, IARC and OSHA. Exposure to respirable crystalline silica dust from the finished product is not expected to occur due to the manner in which the constituents are bound, thus the finished product is not considered carcinogenic under conditions of normal use.

#### Reproductive Effects

: (s)-Methoprene is not a reproductive toxin.

## SECTION 12: Ecological information

### 12.1. Toxicity

(s)-Methoprene (65733-16-6)	
LC50 Acute fish 1	0.76 mg/l (Exposure time: 96h - Rainbow trout)
LC50 Acute fish 2	> 0.37 mg/l (Exposure time: 96h - Blue gill)
LC50 Acute crustacea 1	0.11 mg/l (Exposure time: 96h - Mysid shrimp)
NOEC Chronic fish 1	0.048 mg/l (Fathead minnow)
NOEC Chronic crustacea 1	0.014 mg/l (Mysid shrimp)

### 12.2. Persistence and degradability

No additional information available

### 12.3. Bioaccumulative potential

(s)-Methoprene (65733-16-6)	
Log Kow	6.3

### 12.4. Mobility in soil

(s)-Methoprene (65733-16-6)	
Mobility in soil	10-14 days, rapidly hydrolyzed in soil.

### 12.5. Other adverse effects

No additional information available

## SECTION 13: Disposal considerations

### 13.1. Disposal methods

Product/Packaging disposal recommendations : Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

## SECTION 14: Transport information

UN number	Proper Shipping Name	Transport hazard	Packing group	Environmental hazards
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			class(es)		
DOT	Not regulated	Not regulated	Not regulated	Not regulated	Not regulated
IMDG	Not regulated	Not regulated	Not regulated	Not regulated	Not regulated
IATA	Not regulated	Not regulated	Not regulated	Not regulated	Not regulated

### SECTION 15: Regulatory information

#### 15.1. US Federal regulations

<b>Silica, crystalline - quartz (14808-60-7)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>FIFRA Labelling</b>	
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	<b>Caution</b>
FIFRA Hazard Statement	KEEP OUT OF REACH OF CHILDREN.
FIFRA Hazards to Humans and Domestic Animals	Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with eyes, skin, or clothing. Wash thoroughly with soap and water after handling.
FIFRA First Aid	Call a poison control center or doctor for treatment advice. If in eyes • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.
FIFRA Environmental Hazards	Do not contaminate water when disposing of unused product.

#### 15.2. US State regulations

No additional information available

### SECTION 16: Other information

Date of issue	: 31 May 2017
Supersedes	: 17 July 2015

SDS US (GHS HazCom 2012) - CGP

*The information and statements herein are believed to be reliable but are not to be construed as a warranty or representation for which we assume legal responsibility. Users should undertake sufficient verification and testing to determine the suitability for their own particular purpose of any information or products referred to herein. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS MADE.*

# 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%
<b>OTHER INGREDIENTS*</b> .....	92%
<b>TOTAL:</b> .....	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	
<b>If swallowed</b>	<ul style="list-style-type: none"> <li>• Immediately call a Poison Control Center or physician for treatment advice.</li> <li>• Do not induce vomiting unless told to do so by the Poison Control Center or physician.</li> <li>• Do not give any liquid to the person.</li> <li>• Do not give anything by mouth to an unconscious or convulsing person.</li> </ul>
<b>If on skin or clothing</b>	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a Poison Control Center or physician for treatment advice.</li> </ul>

(continued)

<b>If in eyes</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a Poison Control Center or physician for treatment advice.</li> </ul>
<b>If inhaled</b>	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible.</li> <li>• Call a Poison Control Center or physician for treatment advice.</li> </ul>
<p><b>HOT LINE NUMBER:</b> 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.</p>	

(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, curcubit, 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 ( $D_{v,0.5} < 30 \mu\text{m}$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $D_{v,0.9} < 50 \mu\text{m}$ ). 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 ( $D_{v,0.5} < 60 \mu\text{m}$ ) and that 90% of the spray is contained in droplets smaller than 100 microns ( $D_{v,0.9} < 100 \mu\text{m}$ ). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

**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 ( $D_{v,0.5} < 70 \mu\text{m}$ ) and that 90% of the spray is contained in droplets smaller than 145 microns ( $D_{v,0.9} < 145 \mu\text{m}$ ). The effects of flight

speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

## 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 and Milliliters Per Acre
		Fluid Ounces per Minute				
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. Perm-X is a trademark of Wellmark International. © 2015 Wellmark International.

**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	
Other ingredients	NDA	Balance

## Section 4: First-Aid Measures

### Description of first aid measures

#### Inhalation

- IF INHALED: If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

#### Skin

- IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing. If irritation or rash occurs, get medical advice/attention.

#### Eye

- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

#### Ingestion

- IF SWALLOWED: Immediately call a poison control center or doctor. Do NOT induce vomiting.

### Most important symptoms and effects, both acute and delayed

- Causes damage to organs - nervous system. Harmful if inhaled. May cause an allergic skin reaction in individuals with a sensitivity to piperonyl butoxide. Aspiration hazard. Refer to Section 11 - Toxicological Information.

### Indication of any immediate medical attention and special treatment needed

#### Notes to Physician

- Contains petroleum distillate vomiting may cause aspiration pneumonia. Treat symptomatically and supportively.

## Section 5: Fire-Fighting Measures

### Extinguishing media

**Suitable Extinguishing Media** • SMALL FIRES: Dry chemical, CO2, water spray or regular foam.

**Unsuitable Extinguishing Media** • Avoid heavy hose streams.

**Firefighting Procedures** • Do not use direct stream of water. A direct stream of water may spread fire. Do not allow fire fighting water to escape into waterways or sewers.

### Special hazards arising from the substance or mixture

**Unusual Fire and Explosion Hazards** • None known.

**Hazardous Combustion Products** • Decomposes upon heating to produce toxic vapors/gases which may include oxides of carbon.

### Advice for firefighters

- Wear positive pressure self-contained breathing apparatus (SCBA).

## Section 6 - Accidental Release Measures

## Personal precautions, protective equipment and emergency procedures

### Personal Precautions

- Avoid breathing fumes. Wear appropriate personal protective equipment, avoid direct contact. Keep all sources of ignition away.

### Emergency Procedures

- Stop leak if you can do it without risk. Avoid release into the environment. Avoid unnecessary personnel and equipment traffic in the spill area. Do not allow runoff into water, storm drains or drainage ditches. Wear appropriate personal protective equipment (PPE).

### Environmental precautions

- Avoid run off to waterways and sewers.

## Methods and material for containment and cleaning up

### Containment/Clean-up Measures

- Cover liquid spill with sand, earth or other non-combustible absorbent material. Wear appropriate personal protective equipment, avoid direct contact. Prevent entry into waterways, sewers, basements or confined areas.

## Section 7 - Handling and Storage

### Precautions for safe handling

#### Handling

- Handle and open container with care. Avoid release to the environment. Do not breathe (dust, vapor or spray mist) Use only in well ventilated areas. Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco. Wear appropriate personal protective equipment, avoid direct contact. Do not breathe (dust, vapor or spray mist.)

### Conditions for safe storage, including any incompatibilities

#### Storage

- Keep out of reach of children. Store in a well-ventilated place. Keep container tightly closed. Store locked up. Keep from freezing. Store away from oxidizers strong acids and strong bases.

### Incompatible Materials or Ignition Sources

- Strong acids, strong bases, and oxidizing agents.

## Section 8 - Exposure Controls/Personal Protection

### Control parameters

### Exposure controls

#### Engineering Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

### Personal Protective Equipment

#### Pictograms



#### Respiratory

- In case of insufficient ventilation, wear suitable NIOSH approved respiratory protection.

**Eye/Face  
Skin/Body**

- Wear chemical splash safety goggles.
- 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**

<b>Material Description</b>			
Physical Form	Liquid	Appearance/Description	Clear amber liquid.
Color	Amber	Odor	Slight solvent and licorice.
<b>General Properties</b>			
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)		
<b>Volatility</b>			
Vapor Pressure	No data available	Vapor Density	No data available
Evaporation Rate	No data available		
<b>Flammability</b>			
Flash Point	260°F (127°C)	UEL	No data available
LEL	No data available	Autoignition	No data available
Flammability (solid, gas)	No data available		
<b>Environmental</b>			
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	<b>Acute Toxicity:</b> Ingestion/Oral-Rat LD50 • 500 mg/kg; Inhalation-Rat LC50 • 2.65 mg/L 4 Hour(s); Skin-Rabbit LD50 • >2000 mg/kg; <b>Irritation:</b> Eye-Rabbit • Mild irritation; Skin-Rabbit • Essentially non-irritating
Piperonyl butoxide (4%)	51-03-6	<b>Acute Toxicity:</b> Ingestion/Oral-Rat • 4300 mg/kg; Inhalation-Rat • >5 mg/L 4 Hour(s); Skin-Rat LD50 • >2000 mg/kg; <b>Irritation:</b> 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 following organ(s): liver, lungs. The mechanism that triggers tumors in rodents is not relevant for the low exposures 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	<b>Aquatic Toxicity-Fish:</b> 96 Hour(s) LC50 <i>Blue gill</i> 0.00079 mg/L [Acute] 96 Hour(s) LC50 <i>Atlantic silverside</i> 0.0022 mg/L [Acute] NOEC <i>Fathead minnow</i> 0.0003 mg/L [Chronic] NOEC <i>Sheepshead minnow</i> 0.00083 mg/L [Chronic] <b>Aquatic Toxicity-Crustacea:</b> NOEC <i>Daphnia magna</i> 0.000039 mg/L [Chronic] NOEC <i>Mysid shrimp</i> 0.000011 mg/L [Chronic] LC50 <i>Hexagenia bilineata</i> 0.0001 mg/L [Acute] 96 Hour(s) LC50 <i>Mysid shrimp</i> 0.000019 mg/L [Acute]
Piperonyl butoxide (4%)	51-03-6	<b>Aquatic Toxicity-Fish:</b> LC50 <i>Rainbow Trout</i> 1.9 mg/L [Acute] LC50 <i>Sheepshead minnow</i> 3.94 mg/L [Acute] NOEC <i>Fathead minnow</i> 0.04 mg/L [Chronic] <b>Aquatic Toxicity-Crustacea:</b> LC50 <i>Gammarus fasciatus (amphipod)</i> 0.51 mg/L [Acute] LC50 <i>Mysid shrimp</i> 0.49 mg/L [Acute] NOEC <i>Daphnia magna</i> 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 not bioaccumulate.

**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.

<b>IF SWALLOWED:</b>	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.
<b>IF INHALED:</b>	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.
<b>IF ON SKIN OR CLOTHING:</b>	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.
<b>IF IN EYES:</b>	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.

### 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 corals, 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 ( $8 \leq D_v 0.5 \leq 30 \mu m$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $D_v 0.9 < 50 \mu m$ ). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

**Aerial Application:** Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ( $D_v 0.5 < 60 \mu m$ ) and that 90% of the spray is contained in droplets smaller than 115 microns ( $D_v 0.9 < 115 \mu m$ ). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

#### 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 1/2 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.



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### 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

Aspiration Hazard, Category 1  
Sensitization – Skin: Category 1  
STOT, Repeated Exposure: Category 1

STOT, Single Exposure, Category 2

Acute Toxicity, Oral, Category 4  
Acute Toxicity, Inhalation, Category 4  
Flammable Liquid, Category 4

Pictograms:



Signal Word: DANGER

Precautionary Statements:

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

##### Hazard Statements

May be fatal if swallowed and enters airways

May cause an allergic skin reaction

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.

May cause damage to organs (brain, central nervous system, skin, and eyes via inhalation, ingestion, eye contact, and/or skin contact)

Harmful if swallowed

Harmful if inhaled

Combustible liquid



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- 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.



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Chlorpyrifos is a 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 a 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, parasympathomimetic 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<sub>2</sub>), 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<sub>2</sub>, hydrogen chloride, sulfur oxide, PO<sub>x</sub>, NO<sub>x</sub>, 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).



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**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, H<sub>2</sub>S, 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.



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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 <sup>3</sup> , A4 skin
White Mineral Oil	8042-47-5	ACGIH	TLV-TWA	5 mg/m <sup>3</sup> Inhalable Fraction
		OSHA	PEL-TWA	5 mg/m <sup>3</sup>
		NIOSH	REL-TWA	5 mg/m <sup>3</sup> 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



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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<sub>2</sub>, hydrogen chloride, sulfur oxide, PO<sub>x</sub>, NO<sub>x</sub>, 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 <sub>50</sub>	1,044 mg/kg-bw
Dermal, Rat LD <sub>50</sub>	> 5,000 mg/kg-bw
Inhalation, Rat LC <sub>50</sub>	> 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:



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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 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

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<sub>50</sub> 25 µg/L, Rainbow Trout

Toxicity to Aquatic Invertebrates: 48-hr LC<sub>50</sub> 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.



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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



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	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:



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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.

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

End of document



# DUET®

## Dual-Action Adulticide

For use only by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

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

<b>ACTIVE INGREDIENTS</b>	
Prallethrin (RS)-2-methyl-4-oxo-3-(2-propenyl)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.	
*(butylcarbyl)(5-propyl)piperonyl 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:	<ul style="list-style-type: none"> <li>• Immediately call a poison control center or doctor.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or a doctor.</li> <li>• Do not give <b>any</b> liquid to the person.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
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 mechanism of 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 washwater.

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 applied for application as a thermal aerosol and as an Ultra Low Volume (ULV) nonthermal aerosol (cold fog) in mosquito adulting 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 crops, 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 80% 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 50% of the spray is contained in droplets smaller than 115 microns (Dv 0.9 < 115 um). The effects of light 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 2.0 to 7.0 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 0.0024 to 0.0072 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

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-based 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 piperynol 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 0.05 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 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 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 the 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.  
Duntik® - 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. 1071-1795-6329  
EPA EST. NO.

AL0477



# SAFETY DATA SHEET

## DUET<sup>®</sup> Dual-Action Adulticide

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

#### Product Identifier

Formulation Identifier: DUET<sup>®</sup> 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<sup>®</sup>: (888) 740-8712 or (952) 852-9509  
24 Hour TRANSPORTATION Emergency: CHEMTREC<sup>®</sup>: (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



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## DUET® Dual-Action Adulticide

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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 Pyrethroids 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<sub>2</sub>), 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



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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 Distillates	64742-47-8	OSHA & ACGIH	TLV/TWA (as oil-mist, if generated)	5 mg/m <sup>3</sup>



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Mineral Oil	8042-47-5	OSHA & ACGIH	PEL / TLV, TWA (oil mist, mineral)	5 mg/m <sup>3</sup>
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### 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



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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<sub>2</sub>)

## 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<sub>50</sub> >5,000 mg/kg

Dermal, (Rabbit) LD<sub>50</sub> >2,000 mg/kg

Inhalation, Rat LC<sub>50</sub> >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



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Toxicity to Fish: d-Phenothrin 96-hr Acute LC<sub>50</sub> 16.7 µg/L (rainbow trout), 15.8 µg/L (bluegill sunfish)  
PBO: 96-hour Acute LC<sub>50</sub> 6/12 ppm (rainbow trout)  
Prallethrin LC<sub>50</sub> 0,012 mg/L (rainbow trout)

Toxicity to Aquatic Invertebrates: d-Phenothrin 48-hr LC<sub>50</sub> 4.4 µg/L *Daphnia magna*  
d-Phenothrin 48-hr LC<sub>50</sub> 0.025 µg/L *Mysidopsis bahia*  
PBO: 96-hr LC<sub>50</sub> 0.49 ppm, *Americamysis bahia*  
Prallethrin 48-hr EC<sub>50</sub> 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)



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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 CHILDREN

**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.
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CERCLA RQ: None  
26002-80-2 d-phenothrin 5.0  
51-03-6 piperonyl butoxide 5.0

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.

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# 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-dichloroethyl)-	
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.

<b>IF SWALLOWED:</b>	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.
<b>IF ON SKIN OR CLOTHING:</b>	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.
<b>IF IN EYES:</b>	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.
<b>IF INHALED:</b>	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 F 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.

## 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 ( $8 \leq D_v 0.5 \leq 30 \mu\text{m}$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $D_v 0.9 < 50 \mu\text{m}$ ). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

**Aerial 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 ( $D_v 0.5 < 60 \mu\text{m}$ ) and that 90% of the spray is contained in droplets smaller than 100 microns ( $D_v 0.9 < 100 \mu\text{m}$ ). 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 ( $D_v 0.5 < 70 \mu\text{m}$ ) and that 90% of the spray is contained in droplets smaller than 145 microns ( $D_v 0.9 < 145 \mu\text{m}$ ). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant, or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

### 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. 8329-38

EPA Est. No. \_\_\_\_\_

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



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### 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

Aspiration Hazard, Category 1  
STOT, Repeated Exposure: Category 1

Carcinogenicity, Category 2  
STOT, Single Exposure, Category 2

Acute Toxicity, Oral, Category 4  
Flammable Liquid, Category 4

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.

##### Hazard Statements

May be fatal if swallowed and enters airways

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.

Suspected of causing cancer

May cause damage to organs (brain, central nervous system, skin, and eyes via inhalation, ingestion, eye contact, and/or skin contact)

Harmful if swallowed

Combustible liquid



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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 (CO<sub>2</sub>) 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 a 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.



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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 a 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, parasympathomimetic 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<sub>2</sub>), 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<sub>2</sub>, hydrogen chloride, sulfur oxide, PO<sub>x</sub>, NO<sub>x</sub>, 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.



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### 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, H<sub>2</sub>S, 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.



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### 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 <sup>3</sup> , A4 skin
Permethrin	52645-53-1	ACGIH	TWA	5 mg/m <sup>3</sup>
		NIOSH	REL	5 mg/m <sup>3</sup>
		OSHA	PEL	5 mg/m <sup>3</sup>
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 <sup>3</sup> Inhalable Fraction
		OSHA	PEL-TWA	5 mg/m <sup>3</sup>
		NIOSH	REL-TWA	5 mg/m <sup>3</sup> 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



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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<sub>2</sub>, hydrogen chloride, sulfur oxide, PO<sub>x</sub>, NO<sub>x</sub>, 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<sub>50</sub> 1,836 mg/kg-bw

Dermal, Rat LD<sub>50</sub> > 2,000 mg/kg-bw

Inhalation, Rat LC<sub>50</sub> > 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.



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Carcinogenicity:	<p>The product has not been tested. The product classification is derived from the properties of the individual components:</p> <p>Chlorpyrifos did not cause cancer in long-term animal studies.</p> <p>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.</p> <p>Permethrin is classified by IARC as Group 3 – Not classifiable as to its carcinogenicity to humans.</p> <p>Contains Xylene: Classified as Carcinogenic, Category 2 (suspected Carcinogen) according to the OSHA 2012 HCS, IARC Group 3</p>
Reproductive Effects:	<p>The product has not been tested. The product classification is derived from the properties of the individual components.</p> <p>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.</p> <p>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.</p> <p>Permethrin did not cause reproductive toxicity in a two-generation study in rats.</p>
STOT – Single Exposure:	<p>The product has not been tested. The product classification is derived from the properties of the individual components:</p> <p>Vapors can cause irritation of the respiratory tract. High concentrations can cause headache, nausea, weakness, lightheadedness, and stupor (CNS depression).</p> <p>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.</p> <p>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</p>
STOT – Repeated Exposure:	<p>The product has not been tested. The product classification is derived from the properties of the individual components:</p> <p>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.</p> <p>Prolonged and/or repeated skin contact with low viscosity materials may defat the skin resulting in possible irritation and dermatitis.</p> <p>Significant exposure to this chemical may adversely affect people with chronic disease of the respiratory system, central nervous system, skin, and/or eyes.</p> <p>Contains Light Aromatic Solvent Naphtha: STOT-RE Category 1 Contains Xylene: STOT-RE Category 2</p>

### SECTION 12. Ecological Information



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### 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 <sub>50</sub> 25 µg/L, Rainbow Trout Permethrin: 96-hr Acute LC <sub>50</sub> 0.79 ppb, Bluegill Sunfish
Toxicity to Aquatic Invertebrates:	Chlorpyrifos: 48-hr LC <sub>50</sub> 1.7 µg/L, Daphnia magna Permethrin: 96-hr LC <sub>50</sub> 0.019 ppb, Mysid Shrimp
Toxicity to Aquatic Plants:	Chlorpyrifos: 72-hr NOEC >0.4 mg/L, Algae Permethrin: 72-hr EC <sub>50</sub> 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 <sub>ow</sub> :	Chlorpyrifos: 4.70
Partition Coefficient, K <sub>oc</sub> :	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



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### 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.
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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.
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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.
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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.
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**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



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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.

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

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# 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.  
Roseale, 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: 1.35 g

AL0485E



# SAFETY DATA SHEET

**NATULAR™ DT**

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## 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:		7.48
Spinosyn A	131929-60-7	
Spinosyn D	131929-63-0	
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



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## 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<sub>2</sub>), 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 NO<sub>x</sub>.

### 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



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**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 <sup>3</sup>

### 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



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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<sub>50</sub>: > 2,000 mg/kg-bw

Dermal, Rat LD<sub>50</sub>: > 4,000 mg/kg-bw

Inhalation, Rat LC<sub>50</sub>: > 5.0 g/m<sup>3</sup>

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.



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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<sub>50</sub> 5.0 mg/L, Common Carp (*Cyprinus carpio*)  
96-hr Acute LC<sub>50</sub> 5.9 mg/L, Bluegill Sunfish (*Lepomis macrochirus*)  
96-hr Acute LC<sub>50</sub> 30 mg/L, Rainbow Trout (*Oncorhynchus mykiss*)

Toxicity to Aquatic Invertebrates: 48-hr Acute EC<sub>50</sub> 1.5-14.0 mg/L, Water Flea (*Daphnia magna*)  
48-hr LC<sub>50</sub> > 7.9 mg/L, Mysid Shrimp (*Americamysis bahia*)

Toxicity to Aquatic Plants: 5-d EC<sub>50</sub> 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<sub>ow</sub>: 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<sub>oc</sub> between 500 and 2000)

Partition Coefficient, K<sub>oc</sub>: 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)



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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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# Altosid®

## LIQUID LARVICIDE CONCENTRATE

**PREVENTS ADULT MOSQUITO EMERGENCE** (*including those which may transmit West Nile virus, Zika, chikungunya and dengue*)

**For control of mosquito larvae using ULV application**

### SPECIMEN LABEL

**ACTIVE INGREDIENT:**

(S)-Methoprene (CAS #65733-16-6)..... 20%

OTHER INGREDIENTS: ..... 80%

**TOTAL:** ..... 100%

Formulation contains 1.72 lb/gal (205.2 g/liter) active ingredient

EPA REG. NO. 2724-446 EPA EST. NO. 2724-TX-1

KEEP OUT OF REACH OF CHILDREN

**CAUTION**

SEE ADDITIONAL PRECAUTIONARY STATEMENTS

BECAUSE OF THE UNIQUE MODE OF ACTION OF **A.L.L.**, SUCCESSFUL USE REQUIRES FAMILIARITY WITH SPECIAL TECHNIQUES FOR APPLICATION TIMING AND TREATMENT EVALUATION. SEE **GUIDE TO PRODUCT APPLICATION** OR CONSULT LOCAL MOSQUITO ABATEMENT AGENCY.

**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, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

**FIRST AID**

Call a poison control center or doctor immediately 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.

**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 rinsate or equipment washwaters.

**DIRECTIONS FOR USE**

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

**MIXING AND HANDLING INSTRUCTIONS**

- 1. SHAKE WELL BEFORE USING.** Zoëcon® Altosid® Liquid Larvicide Concentrate (A.L.L.) may separate on standing and must be thoroughly agitated prior to dilution.
- Do not mix with oil; use clean equipment.
- Partially fill spray tank with water; then add the labeled amount of A.L.L., agitate, and complete filling. Mild agitation during application is desirable.
- Use spray solution within 48 hours; always agitate before spraying.

**APPLICATIONS**

**Mosquito Control:** A.L.L. must be applied to 2nd, 3rd, or 4th larval instars of target mosquitoes to prevent adult emergence. Treated larvae continue normal development to the pupal stage where they die. This insect growth regulator **has no effect when applied to pupae or adult mosquitoes.** A.L.L. has sufficient field life to be effective at label rates when applied to larval stages under varying field conditions. For further information, see **Guide to Product Application.**

**For Control of Mosquito Larvae Using ULV Application:** For

ground and aerial application to terrestrial sites, apply at the rate of  $\frac{3}{4}$  - 1 fluid ounce of product per acre to water-holding containers and other small bodies of water that breed mosquitoes. Use equipment capable of applying a fine mist or ULV. Follow equipment manufacturer's recommendations when making applications. Direct spray applications to sites where mosquitoes breed. These sites include tires and tire piles, potted plants, tree holes, garbage bins, cans, birdbaths, rain barrels, and other water-holding containers and small bodies of water.

For aerial application to terrestrial sites, apply by fixed wing or rotary aircraft. Apply at the rate of  $\frac{3}{4}$  - 1 fluid ounce of product to acre diluted with water at a minimum of a 1:1 mix ratio with water. Apply using ULV equipped and capable aircraft. Unlike ULV sprays targeting flying mosquitoes, it is important that spray droplets deposit in targeted areas. Target terrestrial areas where mosquitoes breed. These sites include tires, open containers, garbage bins, birdbaths, and gutters holding small amounts of water. Spray equipment must be adjusted so that the volume median diameter (VMD) produced ranges from 60 microns ( $D_{V_{0.5}} < 60\mu$ ) to 100 microns ( $D_{V_{0.5}} < 100\mu$ ), and that 90% of the spray is contained in droplets smaller than 200 microns ( $D_{V_{0.9}} < 200\mu$ ). Directions from the equipment manufacturer or vendor, pesticide registrant, or 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 calibrated annually to confirm that nozzle flow rate(s) are accurate. Do not apply at altitudes below 100 feet unless using unmanned aircraft designed for low application heights. Apply when wind speed on the ground is  $\geq 1$  mph and  $\leq 10$  mph. Apply when wind factors promoting drift are low. For best results, use Global Positioning System (GPS) equipped aircraft.

### METHODS OF APPLICATION

**Aerial:** Apply **A.L.L.** by aircraft to terrestrial locations where mosquito breeding occurs. Use the amount of **A.L.L.** listed below in sufficient water to give complete coverage. One-half to 5 gallons of spray solution per acre is usually satisfactory. Do not apply when weather conditions favor drift from areas treated.

**Ground:** Determine the average spray volume used per acre by individual operators and/or specific equipment. Mix **A.L.L.** in the appropriate volume of water to give the rate per acre shown below.

### APPLICATION RATE

Apply  $\frac{3}{4}$  to 1 fl oz of **A.L.L.** per acre (55 to 73 ml/hectare) in water as directed.

**For Control of Mosquito Larvae Using ULV Application:** Apply at  $\frac{3}{4}$  - 1 ounce per acre. Reapply as breeding sites become reinfested or when monitoring indicates an increase in adult populations.

### APPLICATION SITES

**Pastures:** **A.L.L.** may be applied after each flooding without removal of grazing livestock.

**Rice:** **A.L.L.** must be applied to 2nd, 3rd, and/or 4th instar

VEC 17-004

larvae of mosquitoes found in rice, usually within 4 days after flooding. **A.L.L.** treatment may be repeated with each flooding.

**Intermittently Flooded Noncrop Areas:** Apply **A.L.L.** as directed above when flooding may result in floodwater mosquito hatch. Typical sites include: freshwater swamps and marshes, salt marshes, woodland pools and meadows, dredging spoil sites, drainage areas, waste treatment and settling ponds, ditches and other natural and manmade depressions.

**Crop Areas:** Apply **A.L.L.** to irrigated croplands after flooding to control mosquito emergence. Examples of such sites are: vineyards, rice fields (including wild rice), date palm orchards, fruit and nut orchards, and berry fields and bogs. Irrigated pastures may be treated after each flooding **without** removal of livestock.

**Dense Vegetation or Canopy Areas:** Apply an **A.L.L.** sand mixture using standard granular dispersal equipment. For detailed preparation instructions, refer to **Guide to Product Application**.

### TANK MIXING INSTRUCTIONS

The user, at his discretion can mix **A.L.L.** with a registered adulticide or other larvicide, such as *Bacillus thuringiensis*, variety *israeliensis* (*B.t.i.*) or *Bacillus sphaericus* (*B.s.*) unless the tank mix product label prohibits such mixing. Use of the resulting tank mixture must be used in accordance with the more restrictive label limitations and precautions.

**Chemigation:** Refer to supplemental labeling entitled **Guide to Product Application** for use directions for chemigation. Do not apply this product through any irrigation system unless the supplemental labeling on chemigation is followed.

### STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal. **Pesticide Storage:** Store in a cool place, away from other pesticides, food and feed. In case of leakage or spill, soak up with sand or another absorbent material.

**Pesticide Disposal:** Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility. **Container Handling:** Nonrefillable container. Do not reuse or refill this container. Clean container promptly after emptying. Triple rinse as follows. Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container  $\frac{1}{4}$  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 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.

For information, call **1-800-248-7763** or visit our Web site: [www.centralmosquitocontrol.com](http://www.centralmosquitocontrol.com)

**Wellmark International**  
1501 East Woodfield Road 200W  
Schaumburg, Illinois 60173

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**ZOËCON**

March, 2017  
Schaumburg, IL



# Altosid<sup>®</sup>

## LIQUID LARVICIDE CONCENTRATE

PREVENTS EMERGENCE OF ADULT FLOODWATER MOSQUITOES

## GUIDE TO PRODUCT APPLICATION

### FOR THE FIRST TIME USER

Zoëcon<sup>®</sup> Altosid<sup>®</sup> Liquid Larvicide Concentrate (A.L.L.) is the result of extensive research into the intricacies of natural biochemical and physiological development of insects. New chemical technology and biological findings were combined to develop a unique mosquito larvicide.

**A.L.L.**, an insect growth regulator (IGR), acts by inducing morphological changes which interfere with normal development. These effects, not immediately apparent, result in the failure of adult mosquitoes to emerge from pupae. **A.L.L.** is **not** a conventional pesticide. It does not produce the nondiscriminatory rapid, directly toxic effects that are associated with traditional larvicides. **A.L.L.** differs from other larvicides you may have used only in the manner and time course of its action **after** application.

**A.L.L.** is applied to second, third or fourth instar larvae using standard larviciding equipment in a manner similar to other larvicides. After application to second, third or fourth instar larvae at recommended rates, absolutely no effects on larvae will be observed. They will continue developing normally and will pupate. Pupae will appear unaffected, but will eventually die. **Adults will not emerge.** Infrequently, a few adults may be seen at the water surface but they will have abnormalities preventing flight and will not survive. Because the effect of **A.L.L.** is neither larval death nor widespread mortality immediately following pupation, **the number of adults which emerge is the only criterion for accurately assessing control.** Checks by dip counts during larval and pupal stages will give no measure of effectiveness.

Refer to the following diagram and checklist, in addition to label instructions for guidance in timing of application and performance evaluation. They will assist you in obtaining the best possible results with this unique product.

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The information presented herein, while not guaranteed, is to the best of our knowledge true and accurate. No warranty or guarantee, express or implied, is made regarding the performance or stability of any product, since the manner of use and conditions of storage and handling are beyond our control.

## CHECKLIST

Things to remember when using **A.L.L.**

**DO** the following:

1. **DO** treat second, third, and/or fourth instar larvae, not pupae or adults. (First instar larvae are so small they are not readily detectable.)
2. **DO** wait until treated larvae have pupated. Then **collect pupae** and transfer to laboratory to observe for emergence of adults.
3. **DO** observe pupae for several days, since death of IGR treated mosquitoes occurs when pupae would normally emerge as adults. (Careful observation is necessary since dead pupae decompose rapidly and thus are not easily seen.)
4. **DO** monitor emerging adults at the treatment site. This absolutely requires that emergence traps be placed in treatment areas to capture adult mosquitoes as they emerge.

**DO NOT** do the following:

1. **DO NOT** take dip counts of larvae after treatment for the purpose of performance evaluation. **Normal looking larvae** will be present.
2. **DO NOT** take dip counts of pupae after treatment for the purpose of performance evaluation. **Normal looking pupae** will be seen but these will not develop into normal adults.
3. **DO NOT** think **A.L.L.** has failed if some adult mosquitoes are flying in treated areas; they probably have flown in from nearby untreated areas. Numbers 2 and 4 of the "**DO**" checklist are the only methods of accurately assessing effectiveness.
4. **DO NOT** spray again, either with **A.L.L.** or a conventional insecticide, because larvae or pupae are present after application. This is normal. The effectiveness of **A.L.L.** can only be measured by lack of adult emergence.

## Preparation of **ALTOSAND**<sup>®</sup>

### Granular Formulation

### An "On-Site" Method of Preparing a Granular Formulation of **A.L.L.**

#### INTRODUCTION

A method of application of **A.L.L.**, using sand as a carrier, has been developed for use in floodwater mosquito breeding areas with dense vegetation or canopy. The characteristics of **ALTOSAND**<sup>®</sup> provide excellent foliage penetration, ensuring that the active ingredient reaches the water where it is released from the sand.

**ALTOSAND**<sup>®</sup> will prevent the emergence of species of the floodwater mosquito complex when applied to second, third, or fourth larval instars at a rate of 10 to 13 pounds per acre.

#### PREPARATION INSTRUCTIONS

The following materials are required to prepare a 100 lb batch of **ALTOSAND**<sup>®</sup>:

99 lb washed, dry sand (20 to 45 mesh)

0.5 lb **A.L.L.** (15 fl oz/lb)

0.5 lb HiSil 233 (silicon dioxide)

Small Funnel

Cement Mixer

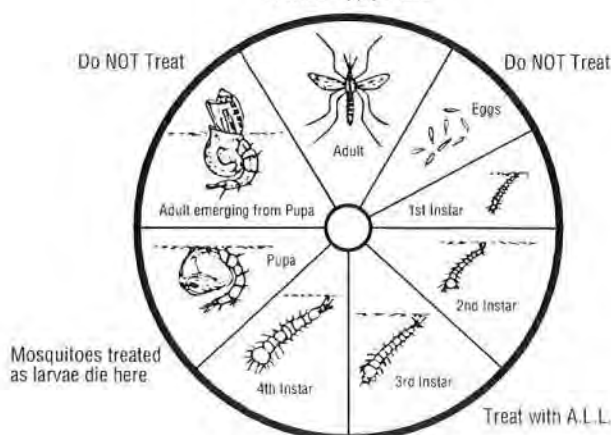
1. Measure the time required for a level funnel full of sand to empty.
2. Into a rotating-type mixer, place 99 lb of dry (20 to 45 mesh) sand. While the mixer is rotating, slowly pour 0.5 lb (7.5 fl oz) of **A.L.L.** onto the sand. (If better wetting is required, **A.L.L.** may be diluted in up to an equal volume of water.)
3. Mix until the sand is uniformly coated with **A.L.L.** (usually 5 to 10 minutes).
4. Stop the mixer and add 0.5 lb of HiSil 233. Cover the mixer to reduce dust. Start the mixer and run for approximately 5 minutes. (The quantity of HiSil 233 necessary to achieve a dry, free-flowing mixture will vary depending on the particle size distribution and moisture of the sand.)
5. Compare the flow rate of the **ALTOSAND**<sup>®</sup> mixture with that of untreated sand in Step No. 1. Add more HiSil if it flows significantly slower and reduce the amount of HiSil in subsequent batches if the mixture flows at the same or a faster rate and is excessively dusty.

#### APPLICATION RATE AND METHODS

Apply at a rate of 10 to 13 lb of the final mixture per acre, using standard granular dispersal equipment.

### LIFE CYCLE OF MOSQUITO

When to Apply **A.L.L.**



**Chemigation:** Apply this product only through flood (basin), furrow, or border irrigation systems. Do not apply this product through any other type of irrigation system. Crop injury, lack of effectiveness or illegal pesticide residues in the crop can result from nonuniform distribution of treated water. If you have questions about calibration, you should contact State Extension Service specialists, equipment manufacturers or other experts.

Do not connect an irrigation system (including greenhouse systems) used for pesticide application to a public water system unless the pesticide label-prescribed safety devices for public water systems are in place.

A person knowledgeable of the chemigation system and responsible for its operation, or under the supervision of the responsible person, shall shut the system down and make necessary adjustments should the need arise.

**Flood (Basin), Furrow, and Border Chemigation:** Systems using a gravity flow pesticide dispensing system must meter the pesticide into the water at the head of the field and downstream of a hydraulic discontinuity such as a drop structure or weir box to decrease potential for water source contamination from backflow if water flow stops.

Systems utilizing a pressurized water and pesticide injection system must meet the following requirements:

- The system must contain a functional check valve, vacuum relief valve and low pressure drain appropriately located on the irrigation pipeline to prevent water source contamination from backflow.
- The pesticide injection pipeline must contain a functional, automatic quick-closing check valve to prevent the flow of fluid back toward the injection pump.
- The pesticide injection pipeline must also contain a functional, normally closed, solenoid-operated valve located on the intake side of the injection pump and connected to the system interlock to prevent fluid from being withdrawn from the supply tank when the irrigation system is either automatically or manually shut down.
- The system must contain functional interlocking controls to automatically shut off the pesticide injection pump when the water pump motor stops.
- The irrigation line or water pump must include a functional pressure switch which will stop the water pump motor when the water pressure decreases to the point where the pesticide distribution is adversely affected.
- Systems must use a metering pump, such as a positive displacement injection pump (e.g., diaphragm pump) effectively designed and constructed of materials that are compatible with pesticides and capable of being fitted with a system interlock.

A pesticide supply tank is recommended for the application of **A.L.L.** by chemigation.



For information, call **1-800-248-7763** or  
visit our Web site: **[www.altosid.com](http://www.altosid.com)**

EPA Reg. No. 2724-446  
EPA Est. No. 2724-TX-1

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Prod. No. 37230F

300509082

### SECTION 1: Identification

#### 1.1. Identification

Product form : Mixture  
 Trade name : Zoecon Altosid Liquid Larvicide Concentrate  
 Synonyms : 37240E, EPA Reg. No.: 2724-446, Strike Professional Midge Control, Zoecon RF-437, Mosquito Growth Regulator SR-20

#### 1.2. Recommended use and restrictions on use

Recommended use : Insect growth regulator.  
 Restrictions on use : Avoid contact with skin and eyes. Keep out of reach of children.

#### 1.3. Supplier

Wellmark International  
 1501 E. Woodfield Road, Suite 200W  
 Schaumburg, IL 60173 - United States  
 www.altosid.com

#### 1.4. Emergency telephone number

Emergency number : 1-800-248-7763  
 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  
 Not classified

#### 2.2. GHS Label elements, including precautionary statements

GHS US labeling  
 No labeling applicable

#### 2.3. Other hazards which do not result in classification

Other hazards which do not result in classification : Under United States Regulations (29 CFR 1910.1200 - Hazard Communication Standard), this product is not 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	20
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.

# Zoecon Altosid Liquid Larvicide Concentrate

## Safety Data Sheet

4.2. Most important symptoms and effects (acute and delayed)

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 powder. 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 : Ventilate spillage area.

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 : Absorb spills with an inert material, clay granules or other inert absorbent material and put in container for disposal.

### SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment.

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 only in original container. Keep container closed when not in use.

### SECTION 8: Exposure controls/personal protection

8.1. Control parameters

No additional information available

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. Safety glasses

**Skin and body protection:**

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

# Zoecon Altosid Liquid Larvicide Concentrate

## Safety Data Sheet

### 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	: Liquid
Appearance	: Creamy white, opaque liquid
Color	: Creamy white
Odor	: Characteristic of hydrocarbons
Odor threshold	: No data available
pH	: 6.24 (10% in type I water)
Melting point	: Not applicable
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No flash
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Not applicable
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: 1.01 g/ml
Solubility	: Insoluble
Partition coefficient n-octanol/water (Log Pow)	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: 100 – 350 cP @ 20 °C (68 °F)
Explosion limits	: No data available
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. Hazardous polymerization will not occur.

### 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.

# Zoecon Altosid Liquid Larvicide Concentrate

## Safety Data Sheet

### SECTION 11: Toxicological information

#### 11.1. Information on toxicological effects

<b>(s)-Methoprene Technical (65733-16-6)</b>	
LD50 oral rat	> 34000 mg/kg
LD50 dermal rabbit	> 5000 mg/kg
LC50 Inhalation - Rat	5.19 mg/l/4h

<b>GHS-US Properties</b>	<b>Classification</b>
Acute toxicity (oral)	Not classified
Acute toxicity (dermal)	Not classified
Acute toxicity (inhalation)	Not classified
Skin corrosion/irritation	Not classified
Serious eye damage/irritation	Not classified
Respiratory or skin sensitization	Not classified
Germ cell mutagenicity	Not classified
Carcinogenicity	Not classified
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 : Under normal conditions of use, no health effects are expected.

##### Skin

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

##### Eye

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

##### 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.

##### Reproductive Effects

: (s)-Methoprene is not a reproductive toxin and does not cause birth defects.

### SECTION 12: Ecological information

#### 12.1. Toxicity

<b>(s)-Methoprene Technical (65733-16-6)</b>	
LC50 Acute fish 1	0.76 mg/l (Exposure time: 96hr Oncorhynchus mykiss)
LC50 Acute fish 2	> 0.37 mg/l (Exposure time: 96h - Blue gill)
LC50 Acute crustacea 1	0.11 mg/l (Exposure time: 96h - Mysis shrimp)
LC50 Acute crustacea 2	0.36 mg/l (Exposure time: 48h Daphnia)
NOEC Chronic fish 1	0.048 mg/l (Fathead minnow)
NOEC Chronic crustacea 1	0.014 mg/l (Mysis shrimp)

#### 12.2. Persistence and degradability

<b>(s)-Methoprene Technical (65733-16-6)</b>	
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 data available

#### 12.4. Mobility in soil

# Zoecon Altosid Liquid Larvicide Concentrate

## Safety Data Sheet

### (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 data 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

EPA Labelling	
EPA Registration Number	2724-446
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 Hazard statements	<b>Caution</b>
FIFRA Precautionary statements	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 skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.
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. 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 rinsate or equipment washwaters.

#### 15.2. US State regulations

No additional information available

### SECTION 16: Other information

Issue date : 22 September 2015

Revision date : 08 September 2021

SDS US (GHS HazCom 2012) - CGP

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# NATULAR® G30

## Mosquito Larvicide / Extended Release Granule

Controls larvae of mosquitoes which may transmit Dengue, Chikungunya, or Zika.

To be used in governmental mosquito control programs, by professional pest control operators, or in other mosquito or midge control operations.

Active Ingredient (dry weight basis):	
Spinosad (a mixture of Spinosyn A and Spinosyn D)	2.5%
Other Ingredients	97.5%
Total	100.0%
U.S. Patent No. 5,362,634 and 5,496,931	
Natular® G30 is a 2.5% extended release granule.	

### KEEP OUT OF REACH OF CHILDREN CAUTION

#### Precautionary Statements

#### Hazards to Humans and Domestic Animals

Harmful if swallowed. Causes moderate eye irritation. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Avoid contact with eyes or clothing. Wear protective eyewear (such as goggles, face shield, or safety glasses).

First Aid	
<b>If swallowed:</b>	<ul style="list-style-type: none"> <li>Call a poison control center or doctor immediately for treatment advice.</li> <li>Have person sip a glass of water if able to swallow.</li> <li>Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>Do not give anything to an unconscious person.</li> </ul>
<b>If in eyes:</b>	<ul style="list-style-type: none"> <li>Hold eye open and rinse slowly and gently with warm water for 15-20 minutes.</li> <li>Remove contact lenses, if present, after the first 5 minutes, then continue rinsing.</li> <li>Call a poison control center or doctor for treatment advice.</li> </ul>
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.	

#### Environmental Hazards

This product is toxic to aquatic organisms. Non-target aquatic invertebrates may be killed in waters where this pesticide is used. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

#### 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

Natular® G30 is a product for killing mosquito and midge larvae. This product's active ingredient, spinosad, is biologically derived from the fermentation of *Saccharopolyspora spinosa*, a naturally occurring soil organism. Natular® G30 releases effective levels of spinosad for up to 30 days under typical environmental conditions. Natular® G30 may be applied with ground or aerial equipment.

#### Use Precautions

##### Integrated Pest Management (IPM) Programs

Natular® G30 is intended to kill mosquito and midge larvae. Mosquitoes are best controlled when an IPM program is followed. Larval control efforts should be managed through habitat mapping, active adult and larval surveillance, and integrated with other control strategies such as source reduction, public education programs, harborage or barrier adult mosquito control applications, and targeted adulticide applications.

#### Insecticide Resistance Management (IRM)

Natular® G30 contains a Group 5 insecticide. Insect biotypes with acquired resistance to Group 5 insecticides may eventually dominate the insect population if appropriate resistance management strategies are not followed. Currently, only spinetoram and spinosad active ingredients are classified as Group 5 insecticides. Resistance to other insecticides is not likely to impact the effectiveness of this product. Spinosad may be used in rotation with all other labeled products in a comprehensive IRM program.

To minimize the potential for resistance development, the following practices are recommended:

- Base insecticide use on comprehensive IPM and IRM programs.
- Monitor after application for unexpected target pest survival. If the level of survival suggests the presence of resistance, consult with your local university specialist or Clarke representative.
- Rotate with other labeled effective mosquito larvicides that have a different mode of action.
- In dormant rice fields, standing water within agricultural/crop sites, and permanent marine and freshwater sites, do not make more than 5 applications per year.
- Use insecticides with a different mode of action (different insecticide group) on adult mosquitoes so that both larvae and adults are not exposed to products with the same mode of action.
- Contact your local extension specialist, technical advisor, and/or Clarke representative for insecticide resistance management and/or IPM recommendations for the specific site and resistant pest problems.
- For further information or to report suspected resistance, you may contact your local Clarke representative by calling 800-323-5727.

#### Application

Proper application techniques help ensure adequate coverage and correct dosage necessary to obtain optimum kill of mosquito and midge larvae. Apply Natular® G30 prior to flooding as a pre-hatch application to areas that breed mosquitoes, or at any stage of larval development after flooding in listed sites. Do not allow this product to drift onto neighboring crops or non-crop areas or use in a manner or at a time other than in accordance with label directions.

#### Ground Application

Use conventional ground application equipment that provides even coverage at labeled rates.

#### Aerial Application

Fixed wing aircraft or helicopters equipped with granular spreaders capable of applying rates from 5 to 20 lb per acre may be used to apply Natular® G30. Aerial application equipment should be carefully calibrated before use to be sure it is working properly and delivering a uniform distribution pattern. Avoid flight path overlaps while dispensing granules. Do not exceed labeled limits.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment and weather related factors determine the potential for spray drift. The applicator and the treatment coordinator are responsible for considering all these factors when making application decisions.

#### Application Sites and Rates

Apply Natular® G30 at rates (see table) for the targeted treatment site. Within these rate ranges apply at a rate appropriate to site habitat and conditions at the time of application. Use lower labeled rate when water is shallow, vegetation and/or pollution are minimal, and mosquito populations are low. Do not use less than labeled minimum rate. Within the labeled rate range, use higher rates when water is deep, vegetation and/or pollution are high, and mosquito populations are high in number.

Natular® G30 may be applied at rates up to 20 lb per acre in waters high in organic content, deep-water mosquito habitats or those with dense surface cover, and where monitoring indicates a lack of kill at typical rates.

Reapply after 30 days, if needed for extended control in continuously flooded habitat. More frequent applications may be made if monitoring indicates that larval populations have reestablished or weather conditions have rendered initial treatments ineffective.

Treatment Area	Natular® G30
<p><b>Temporary Standing Water:</b> Woodland pools, snow pools, roadside ditches, retention ponds, freshwater dredge spoils, tire tracks and other natural or manmade depressions, rock holes, pot holes and similar areas subject to holding water.</p> <p><b>Other Freshwater Sites:</b> Natural and manmade aquatic sites; edges of lakes, ponds, canals, stream eddies, creek edges, and detention ponds.</p> <p><b>Dormant Rice Fields:</b> Impounded water in dormant rice fields (for application only during the interval between harvest and preparation of the field for the next cropping cycle).</p> <p><b>Freshwater Swamps and Marshes:</b> Mixed hardwood swamps, cattail marsh, common reed wetland, water hyacinth ponds, and similar freshwater areas with emergent vegetation.</p> <p><b>Marine/Coastal Areas:</b> Intertidal areas above the mean high water mark, mangroves, brackish water swamps and marshes, coastal impoundments and similar areas.</p>	<p>Apply 5 to 12 lbs per acre (5.6 to 13.5 kg per hectare).</p> <p>Rate is equivalent to 5 to 12 g per 100 sq. ft. of water.</p>
<p><b>Stormwater/Drainage Systems:</b> Storm sewers, catch basins, drainage ditches, and similar areas.</p> <p><b>Wastewater:</b> Sewage effluent, sewers, sewage lagoons, cesspools, oxidation ponds, septic ditches and tanks, animal waste lagoons and settling ponds, livestock runoff lagoons, wastewater impoundments associated with fruit and vegetable processing, and similar areas.</p>	<p>Apply 5 to 20 lbs per acre (5.6 to 22.4 kg per hectare).</p> <p>Rate is equivalent to 5 to 20 g per 100 sq. ft. of water.</p>
<p><b>Natural and Artificial Containers:</b> Tree holes, bromeliads, leaf axils, and other similar natural water holding containers; cemetery urns, bird baths, flower pots, rain barrels, buckets, single tires, tires stockpiled in dumps, landfills, recycling plants and other similar areas, abandoned swimming pools, ornamental ponds, flooded roof tops and similar water holding sites; landfill containers, salvage yards, abandoned vehicles.</p> <p>Do not apply to natural or artificial containers of water intended for consumption by people, animals, or livestock.</p>	<p>Apply 5 to 20 lbs per acre (5.6 to 22.4 kg per hectare)</p> <p>Rate is equivalent to 5 to 20 g per 100 sq. ft. of water.</p> <p>For small to medium size containers, apply 0.15 g of Natular G30 per 10-25 gallons of water.</p> <p>For very small containers, apply a pinch of Natular G30 (about 0.02 g) per 5 liters (1.3 gallons) of water. This is approximately 8-10 granules per 5 liters of water.</p>
<p><b>Agricultural/Crop Sites Where Mosquito Breeding Occurs</b> Apply Natular® G30 to standing water within agricultural/crop sites where mosquito breeding occurs to kill mosquito larvae species, including pastures/hay fields, rangeland, orchards, vineyards, and citrus groves. <b>Do not apply to waters intended for irrigation.</b></p>	<p>Apply 5 to 20 lbs per acre (5.6 to 22.4 kg per hectare)</p> <p>Rate is equivalent to 5 to 20 g per 100 sq. ft. of water.</p>

## 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. Keep away from moisture

**Pesticide Disposal:** Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

**Container Handling for Non-Refillable Bag:** Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Offer for recycling, if available, or puncture and dispose of in a sanitary landfill or by incineration, or by other procedures approved by state and local authorities.

**Container Handling for Rigid Refillable Tote:** Refillable container. Refill this container with granular spinosad pesticide formulation 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. Use a sprayer with water to quickly and completely rinse the interior of the container. Ensure the top, bottom, and all sides are rinsed. A high pressure sprayer with a rinsing nozzle could provide a thorough rinse of the interior. Drain and collect rinsate from the container into a collection system for later disposal. Drain the container dry so no water remains. Return to point of sale. Then offer for recycling if available or reconditioning if appropriate or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures approved by State and local authorities.

**Warranty:** To the extent consistent with applicable law, CLARKE MOSQUITO CONTROL PRODUCTS, INC. 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.

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

**Manufactured For:**  
CLARKE MOSQUITO CONTROL PRODUCTS, INC.  
159 North Garden Avenue  
Roselle, IL 60172, U.S.A.  
1-800-323-5727

EPA Reg. No.: 8329-83  
EPA Est. No.: 8329-IL-03  
Net Contents: \_\_\_\_\_  
Lot: \_\_\_\_\_



# SAFETY DATA SHEET

**NATULAR® G30**

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

### 1.1 Product Identifier

Formulation Identifier: Natular® G30

EPA Registration Number: 8329-83

### 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

Acute Toxicity (Inhalation): Category 4

Pictogram:



Signal Word: Warning

Hazard statements: Harmful if inhaled

Precautionary Statements:

PREVENTION: Avoid breathing dust. Use only outdoors or in a well-ventilated area.

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

### 2.3 Other Hazards Not Classifiable Under OSHA 2012 HCS

See product label for any additional hazards



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## SECTION 3. Composition/Information on Ingredients

### 3.1 Components

Substance Name	CAS No.	Concentration % w/w
<b>Spinosad:</b>		2.50
Spinosyn A	131929-60-7	
Spinosyn D	131929-63-0	
<b>Sand:</b>		68.00
Quartz	14808-60-7	≤ 67.66
Aluminum Oxide	1344-28-1	≤ 12.92
Calcium Oxide	1305-78-8	≤ 0.748
Titanium Oxide	13463-67-7	≤ 0.476

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

## SECTION 4. First Aid Measures

### 4.1 Description of First Aid Measures

If Inhaled: Move person to fresh air. If person is not breathing, call an emergency responder or ambulance, then give artificial respiration; if by mouth to mouth use rescuer protection (pocket mask etc). Call a poison control center or doctor for treatment advice.

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

Inhalation: This product may release nuisance dust in handling or use. Exposure to dusts from this product may irritate the nose, throat, lungs, and upper respiratory tract. Acute exposure to dust is not likely to be hazardous.

### 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<sub>2</sub>), 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 NO<sub>x</sub>.

### 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)



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**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 or other instrument while using appropriate personal protection equipment, and place in closable marked containers. Use non-reactive absorbent to absorb small spills of rinsate and collect for disposal.

## SECTION 7. Handling and Storage

### 7.1 Precautions for Safe Handling

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

**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 <sup>3</sup>
Sand	14808-60-7	ACGIH	TWA	0.025 mg/m <sup>3</sup> respirable fraction
		NIOSH	TWA	0.05 mg/m <sup>3</sup> respirable dust
Quartz	14808-60-7	ACGIH	TWA	0.025 mg/m <sup>3</sup> respirable fraction
		NIOSH	TWA	0.05 mg/m <sup>3</sup> respirable dust
		OSHA	TWA	Mineral Dust (30) / (%SiO <sub>2</sub> + 2) mg/m <sup>3</sup> Respirable Dust (10) / (%SiO <sub>2</sub> + 2) mg/m <sup>3</sup>
Aluminum Oxide	1344-28-1	ACGIH	TWA	1 mg/m <sup>3</sup> respirable fraction <i>as aluminum insoluble compounds</i>
		OSHA	TWA	15 mg/m <sup>3</sup> total dust 5 mg/m <sup>3</sup> respirable fraction
Calcium Oxide	1305-78-8	ACGIH	TWA	2 mg/m <sup>3</sup>
		NIOSH	TWA	2 mg/m <sup>3</sup>
		OSHA	TWA	5 mg/m <sup>3</sup>
Titanium Oxide	13463-67-7	ACGIH	TWA	10 mg/m <sup>3</sup>
		OSHA	TWA	15 mg/m <sup>3</sup> total dust



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## 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: Natular® G30 as formulated is not expected to form appreciable respirable dust from sand from use or attrition. A respirator is not required for normal use of this product. If needed or preferred, use suitable respiratory equipment such as a NIOSH standard N-95 respirator or dust mask.

## SECTION 9. Physical and Chemical Properties

### 9.1 Information on Basic Physical and Chemical Properties

Appearance:	Granule
Color:	Tan/white
Odor:	Earthy scent
Odor Threshold:	Not Available
pH:	6.92
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:	1.284 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



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## 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

Inhalation: This product may release nuisance dust in handling or use. Exposure to dusts from this product may irritate the nose, throat, lungs, and upper respiratory tract..

### 11.2 Information on Toxicological Effects

#### Acute Toxicity/Effects

Oral, Rat LD<sub>50</sub>: > 2,000 mg/kg-bw

Dermal, Rat LD<sub>50</sub>: Natular® G30: > 2,000 mg/kg-bw  
Spinosad: >5,000 mg/kg-bw

Inhalation, Rat LC<sub>50</sub>: > 4.08 mg/L

Skin Corrosion/Irritation:

This product is not a skin irritant

†Calcium Oxide (CAS# 1305-78-8), a component of sand, is classified as Skin Corrosion/Irritation Category 1C under the OSHA 2012 HCS.

Serious Eye Damage/Irritation:

This product is not an eye irritant

Skin Sensitization:

This product is not a skin sensitizer

STOT – Single Exposure:

Dust may cause mechanical irritation to the lungs.

#### Chronic Toxicity/Effects

Germ Cell Mutagenicity:

This product is not mutagenic.

Carcinogenicity:

This product is not considered carcinogenic.

Spinosad is not carcinogenic.

†Sand may cause cancer from repeated exposure via the inhalation route of exposure from respirable particles.

†Sand (CAS# 14808-60-7) and its primary constituent, Quartz (CAS# 14808-60-7) are classified as Carcinogenicity Category 1 under the OSHA 2012 HCS, IARC Group 1 – Carcinogenic, and an NTP Known Human Carcinogen.

†Titanium Oxide (CAS# 13463-67-7), a component of sand, is classified as Carcinogenicity Category 2 under the OSHA 2012 HCS, IARC Group 2B – Possible Carcinogen.

Reproductive Effects:

Spinosad, in laboratory animal studies, effects on reproduction have been seen only at doses that produced significant toxicity to the parent animals.



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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.

†Sand may cause irritation and/or lung damage, including silicosis, fibrosis, and inflammation.

†Sand (CAS# 14808-60-7) and its constituent, Quartz (CAS# 14808-60-7), are classified as Specific Target Organ Toxicity- Repeat Exposure Category 1 under the OSHA 2012 HCS. Sand constituents, Aluminum Oxide (CAS# 1344-28-1), and Titanium Oxide (CAS# 13463-67-7), are classified as Specific Target Organ Toxicity- Repeat Exposure Category 2 under the OSHA 2012 HCS.

Additional Information:

†Natular® G30 is a multi-layer coated sand-core granule. Natular™ G30 as formulated is not expected to form appreciable respirable dust from sand from use or attrition. Exposure to respirable sand particles from Natular™ G30 is not expected to occur due to the manner in which its constituents are bound.

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

### 12.1 Persistence and Degradability

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

Log K <sub>ow</sub> :	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 <sub>oc</sub> between 500 and 2000)
Partition Coefficient, K <sub>oc</sub> :	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)



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## 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:** Harmful if swallowed. Causes moderate eye irritation. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Avoid contact with eyes or clothing. Wear protective eyewear (such as goggles, face shield, or safety glasses).

First Aid	
If swallowed:	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have a person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give anything to an unconscious person.</li></ul>
If in eyes:	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with warm water for 15-20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
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.	

### 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:  
Aluminum Oxide (CAS 1344-28-1), fibrous forms

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

**U.S. California Proposition 65:** WARNING: This product contains a chemical known to the State of California to cause cancer and/or birth defects or other reproductive harm:

Titanium Oxide (CAS 13463-67-7), airborne, unbound particles of respiratory size  
Quartz (silica, crystalline, CAS 14808-60-7), airborne particles of respirable size



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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

# Aqua Perm-X™ UL 30-30

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 (including organophosphate-resistant mosquitoes), Midges (biting and non-biting) and Black Flies

**FOR USE AS A:** ULV, thermal and barrier applications using ground and aerial equipment in areas including: residential, industrial, commercial and within or adjacent to listed crops and range grasses.

Formulation allows for dilution with water or oil. Refer to label for additional use sites.

## SPECIMEN LABEL

**ACTIVE INGREDIENTS:**

Permethrin (CAS# 52645-53-1).....	30%
Piperonyl Butoxide (CAS# 51-03-6).....	30%
<b>OTHER INGREDIENTS*</b> .....	40%
<b>TOTAL:</b> .....	100%

\*Contains Petroleum Distillates  
Contains 2.52 lbs. a.i. Permethrin per gallon and 2.52 lbs. a.i. Piperonyl Butoxide per gallon.

### KEEP OUT OF REACH OF CHILDREN CAUTION

See Additional Precautionary Statements, First Aid, Directions for Use including Storage and Disposal instructions.

For Chemical Spill, Leak, Fire, or Exposure,  
Call: CHEMTREC 1-800-424-9300.  
For Medical Emergencies Only, Call: 1-800-248-7763.

EPA Reg.No. 89459-76  
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. Wear long sleeved shirt, long pants, shoes, socks, and chemical-resistant gloves (barrier laminate, nitrile rubber, neoprene rubber, or viton, Selection Category E). Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

#### FIRST AID

<b>If swallowed</b>	<ul style="list-style-type: none"> <li>• Immediately call a poison control center or doctor.</li> <li>• Do not induce vomiting unless told to by a poison control center or doctor.</li> <li>• Do not give <b>any</b> liquid to the person.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
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(continued)

<b>If on skin or clothing</b>	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>HOT LINE NUMBER:</b> 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.	
<b>NOTE TO PHYSICIAN:</b> Contains petroleum distillate. May pose an aspiration pneumonia hazard.	

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are barrier laminate, nitrile rubber, neoprene rubber, and viton. If you want more options, follow the instructions for category E on an EPA chemical-resistance category selection chart.

Mixers, loaders, applicators and other handlers must wear:

- Long-sleeve shirt and long pants,
- Shoes plus socks,

- Chemical-resistant gloves for all handlers except for applicators using motorized ground equipment, pilots, and flaggers,
- Chemical-resistant apron for mixers/loaders, persons cleaning equipment and persons exposed to concentrate.

See Engineering Controls for additional requirements.

## USER SAFETY REQUIREMENTS

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

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

## ENGINEERING CONTROLS

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(6)]. Human flagging is prohibited. Flagging to support aerial application is limited to the 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 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. 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.

**Bee Warning:** This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift on blooming crops or weeds while bees are actively visiting the treatment areas, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

## DIRECTIONS FOR USE

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

## HOW TO APPLY AND WHERE TO USE

This product is designed for application as an Ultra-Low Volume (ULV) or thermal aerosol to control adult mosquitoes and flies of nuisance, public health or disease vector importance in areas including: residential areas, industrial areas, commercial areas, urban areas, parks, campgrounds, woodlands, athletic fields, golf courses, playgrounds, recreational areas, overgrown waste areas, roadsides, and other areas where adult mosquitoes and flies may be found.

Apply this product with ULV cold aerosol generators, thermal aerosol

generators, mist-blowers, backpack sprayers, or handheld sprayers. Mist-blowers, backpack sprayers, handheld sprayers and low-pressure hand sprayers may be used for barrier or surface applications.

FOR BEST RESULTS, treat when mosquitoes or insects are most active and weather conditions are conducive to keeping the fog near the ground, e.g., cool temperatures, and consistent wind speeds are not greater than 10 mph. Applications during the cool hours of night or early morning are usually preferable. Apply this product only when wind speed is greater than 1 mph.

Do not retreat the same site more than once in 3 days. Do not exceed 25 applications at 0.007 lbs. permethrin per acre per application or 0.25 lbs. PBO per acre per application, or 0.18 lbs. of permethrin per acre per season or 2 lbs. PBO per acre per year. When targeting *Aedes taeniorhynchus* and other difficult species, applications of PBO may be made up to 0.08 lbs. PBO per acre. 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.

Apply this product over specific growing crops and range grasses prior to harvest for the control of adult mosquitoes and biting flies within or adjacent to these areas. Application can only be made where the following crops are present:

Alfalfa	Celery	Kiwifruit	Potatoes
Almonds	Cherries	Horseradish	Range grasses
Apples	Corn, fodder	Leafy vegetables (except <i>Brassica</i> )	Soybeans
Artichokes, globe	Corn, forage	Lettuce, head	Spinach
Asparagus	Corn, grain (field and pop)	Mushrooms	Tomatoes
Avocados	Corn, stover	Onions, dry bulb	Vegetables, cucurbit
Broccoli	Corn, sweet kernel + cob with husks removed	Peaches	Walnuts
Brussels sprouts	Eggplant	Pears	Watercress
Cabbage	Filberts	Peppers, bell	
Cauliflower	Garlic	Pistachios	

Do not allow spray treatment to drift on cropland (other than crops listed) or water supplies.

In treatment of corrals, feedlots, animal confinements/houses, swine lots and zoos, cover any exposed drinking water, drinking fountains and animal feed before application.

This product provides effective control of adult mosquitoes, black flies, gnats, biting and non-biting midges, stable flies, horse flies, deer flies, sheep flies, horn and heel flies, and nuisance flying insects such as house flies. Air temperatures should be greater than 50° F when conducting all types of applications.

Do not apply directly to sewers or drains, or to any area like a gutter where drainage to sewers, storm drains, water bodies, or aquatic habitat can occur, except as directed by this label.

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

## GROUND APPLICATION

**Vehicle-Mounted ULV Cold Aerosol Generators (Cold Fog):** Apply through non-thermal ULV application equipment and base all acreage calculations on the equipment manufacturer's recommended swath width. Spray equipment must be adjusted so the volume median diameter or mass median diameter is less than 30 microns ( $D_{v0.5} < 30 \mu\text{m}$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $D_{v0.9} < 50 \mu\text{m}$ ). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated. Apply at a rate not to exceed 0.007 lb. of permethrin per acre. An optimum swath is created when this product is applied from a truck being driven perpendicular to the wind direction. Direct the spray head of the equipment to ensure an optimum distribution of the spray cloud throughout the area. For best results, apply when insects are most active and meteorological conditions are conducive to keeping the spray cloud near the ground. An inversion of air temperatures and a light breeze of approximately 1 to 3 mph are preferable. During applications, consistent ground wind speeds should not exceed 10 mph. Application of this product during cooler hours of the night or early morning is recommended.

This product may be applied through all ULV Cold Aerosol Generators, or other similar equipment designed for non-thermal ULV aerosol applications. The desired application rate may be obtained from the chart below or by altering the dilution rate, the flow rate of the insecticide from the application equipment and the vehicle speed. Some examples are provided in the following chart. When an alternate rate is required, adjust the flow rate accordingly, provided the droplet size and spectrum remain within the label specifications

FLOW RATE (Fluid Ounces Per Minute)						
Dilutions Based on a 15-Gallon Tank*						
Application Rate (Pounds of Permethrin a.i./Acre)	Vehicle Speed (MPH)	Undiluted	Diluted 1:4	Diluted 1:5	Diluted 1:6:5	Diluted 1:9
0.00150	10	0.46	2.32	2.77	3.50	4.70
	15	0.70	3.47	4.15	5.20	7.00
	20	0.93	4.64	5.60	7.00	9.30
0.00175	10	0.55	2.70	3.24	4.05	5.40
	15	0.82	4.05	4.84	6.07	8.10
	20	1.09	5.40	6.48	8.10	10.80
0.00350	10	1.09	5.40	6.48	8.10	10.80
	15	1.65	8.10	9.68	12.10	16.10
	20	2.19	10.80	12.90	16.10	21.50
0.00700	10	2.19	10.70	12.90	16.10	21.50
	15	3.28	16.10	19.40	24.20	
	20	4.38	21.40	25.80		

\*Dilution Instructions: Fill tank with the appropriate amount of water for the desired dilution, then add this product and mix well. The use of metering pumps, injector systems or other mixing systems is optional. Note: When using oil as a diluent, agitate well before use.

Where dense vegetation is present, use higher rates of application and/or a slower speed for best results.

**BACKPACK OR HANDHELD SPRAYER APPLICATION:** Apply through non-thermal ULV application equipment and base acreage calculations on a 300 foot swath. To apply undiluted at 0.007 lb. of permethrin per acre, adjust

equipment to an output rate of 0.86 fluid ounces per minute and walk at 4 mph. To apply 0.0035 lb. of permethrin per acre, dilute 1 part of this product with 6 parts of diluent and apply at a rate of 3 fluid ounces per minute and walk at 4 mph.

**THERMAL AEROSOL APPLICATION:** For use in truck-mounted, handheld or other thermal fogging equipment. Spray equipment must be adjusted so the volume median diameter or mass median diameter is less than 30 microns ( $D_{v0.5} < 30 \mu\text{m}$ ) and that 90% of the spray is contained in droplets smaller than 48 microns ( $D_{v0.9} < 48 \mu\text{m}$ ). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated. Apply this product mixed with water or oil at a rate not to exceed 0.007 lb. per acre. Base acreage calculations on a 300 foot swath. For best results, direct the thermal fog into and allow to drift through areas where adult mosquitoes are found.

**BARRIER APPLICATIONS:** To control resting or flying adult mosquitoes in areas including animal quarters, roadsides, urban areas, residential areas, commercial areas, industrial areas, golf courses, parks, recreational areas, tire piles and all public areas where adult mosquitoes occur or find harborage. May be used to treat aggregation and harborage areas such as the perimeter of residential buildings, commercial buildings, storage buildings, crawlspaces, transport trailers, abandoned or uninhabited buildings and other areas where adult mosquitoes find harborage.

When this product is applied as a barrier application using low pressure hand sprayers, hydraulic sprayers or ground ULV equipment, do not apply within 100 feet (30 meters) of lakes and streams.

To apply this product using low pressure hand sprayers or other similar equipment, for the control of mosquitoes on resting or aggregation surfaces, mix 0.0875 fluid ounces (2.59 ml) in one gallon of water and apply sufficient spray to dampen the surface – approximately 700-750 square feet of treated area. Use equipment that is capable of delivering an even distribution of the labeled rate over the treatment area. For application using backpack or truck-mounted mist-blower equipment, apply this product undiluted at a rate not to exceed 5.08 fluid ounces per acre. If diluted, apply at a rate not to exceed 0.1 lb. permethrin a.i. per acre. Diluted or undiluted applications may be made onto foliage at the perimeter of areas such as recreational areas, parks, or golf courses from which mosquitoes or flies are to be excluded. Applications may be directed into harborage areas or other resting areas where adult mosquitoes or flies may be found.

**URBAN ULV MOSQUITO CONTROL APPLICATIONS:** For control of resting or flying adult mosquitoes, biting flies and biting midges in harborage areas such as but not limited to utility tunnels, sewers, storm drains and catch basins, pipe tunnels, basements, underground passages, parking decks, crawlspaces under buildings, abandoned buildings or uninhabited buildings. Apply this product, diluted or undiluted, using mechanical foggers, handheld or truck-mounted ULV equipment, thermal foggers or other spray equipment suitable for this type of application. This product may be applied at rates up to but not exceeding 0.007 lb. permethrin per acre.

## AERIAL APPLICATION

Apply this product, either diluted or undiluted, at rates up to 0.007 lb. permethrin/PBO per acre by fixed wing or rotary aircraft equipped with a spraying system capable of making a ULV application. For aerial applications of this product, use ULV equipment and nozzles such as rotary atomizers or similar spray equipment. Spray equipment must be adjusted so the volume median diameter produced is less than 60 microns ( $D_{v0.5} < 60 \mu\text{m}$ ) and that

90% of the spray is contained in droplets smaller than 115 microns ( $D_{v,0.9} < 115 \mu\text{m}$ ). 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 of this product shall be made at altitudes ranging from 75 feet to 300 feet. 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. Do not apply when ground wind speed exceeds 10 mph. Aerial applications of this product shall only be made when recommended by public health officials and trained personnel of mosquito abatement districts and other mosquito control programs.

For best results, apply this product when insects are most active and meteorological conditions are conducive to keeping the spray cloud near the ground. Aerial applications using aircraft equipped with global positioning systems (GPS) may be needed to compensate for windy conditions and to ensure drift into target areas.

**IN FLORIDA:** Do not apply by aircraft unless approved by the Florida Department of Agriculture and Consumer Services.

### STORAGE AND DISPOSAL

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

**PESTICIDE STORAGE:** Store upright at room temperature. Avoid exposure to extreme temperatures. In case of spill or leakage, soak up with an absorbent material such as sand, sawdust, earth, fuller's earth, etc. Dispose of with chemical waste.

**PESTICIDE DISPOSAL:** Pesticide, spray mixture or rinse water that cannot be used according to label instructions must be disposed of at or by an approved waste disposal facility.

**CONTAINER DISPOSAL:** Nonrefillable container. Do not reuse or refill this container. Triple rinse (or equivalent) promptly after emptying.

(Containers  $\leq 5$  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 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. 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.

(Containers  $> 5$  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. 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

**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.

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. Perm-X is a trademark of Wellmark International. © 2015 Wellmark International.

### SECTION 1: Identification

#### 1.1. Identification

Product form : Mixture  
 Name : Aqua Perm-X UL 30-30  
 Synonyms : 100208841,100522403, EPA Reg. No.: 89459-76, Prentox Perm-X UL 30-30

#### 1.2. Recommended use and restrictions on use

Recommended use : Pesticide.  
 Restrictions on use : Keep out of reach of children and domestic animals. Avoid contact with eyes and clothing. Do NOT take internally. Use only outdoors or in a well-ventilated area. Certified Applicators or persons under their direct supervision and only for those uses covered by the Certified Applicator's certification.

#### 1.3. Supplier

Central Garden & Pet  
 1501 E. Woodfield Road, Suite 200W  
 Schaumburg, IL 60173 - United States  
[www.centralmosquitocontrol.com](http://www.centralmosquitocontrol.com)

#### 1.4. Emergency telephone number

Emergency number : 1-800-248-7763  
 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

Acute toxicity (oral) Category 4	Harmful if swallowed
Acute toxicity (inhalation) Category 4	Harmful if inhaled
Serious eye damage/eye irritation Category 2A	Causes serious eye irritation
Skin sensitization, Category 1	May cause an allergic skin reaction
Specific target organ toxicity (single exposure) Category 1	Causes damage to organs.
Aspiration hazard Category 1	May be fatal if swallowed and enters airways

#### 2.2. GHS Label elements, including precautionary statements

##### GHS US labeling

##### Hazard pictograms (GHS US)



##### Signal word (GHS US)

: Danger

##### Hazard statements (GHS US)

: Harmful if swallowed or if inhaled  
 May be fatal if swallowed and enters airways  
 May cause an allergic skin reaction  
 Causes serious eye irritation  
 Causes damage to organs.

##### Precautionary statements (GHS US)

: Do not breathe dust/fume/gas/mist/vapors/spray.  
 Wash hands, forearms and face thoroughly after handling.  
 Do not eat, drink or smoke when using this product.  
 Use only outdoors or in a well-ventilated area.  
 Contaminated work clothing must not be allowed out of the workplace.  
 Wear protective gloves/protective clothing/eye protection/face protection.  
 If swallowed: Immediately call poison center or doctor.  
 IF ON SKIN: Wash with plenty of water.  
 If inhaled: Remove person to fresh air and keep comfortable for breathing.  
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present

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and easy to do. Continue rinsing.  
If exposed: Call a poison center/doctor.  
Call poison center or doctor if you feel unwell.  
Rinse mouth.  
Do NOT induce vomiting.  
If skin irritation or rash occurs: Get medical advice/attention.  
If eye irritation persists: Get medical advice/attention.  
Wash contaminated clothing before reuse.  
Store locked up.  
Dispose of contents/container in accordance with local/regional/national/international regulations.

### 2.3. Other hazards which do not result in classification

Other hazards which do not result in classification : This product is extremely toxic to fish and aquatic vertebrates. 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.

### 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	%
Permethrin	(CAS-No.) 52645-53-1	30
Piperonyl butoxide	(CAS-No.) 51-03-6	30
Distillates (petroleum), hydrotreated light	(CAS-No.) 64742-47-8	7.76 – 13.58
Naphthalene	(CAS-No.) 91-20-3	< 0.1
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/doctor/physician if you feel unwell.

First-aid measures after skin contact : IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing. 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. Call a physician immediately. 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 inhalation : Harmful if inhaled. Permethrin effects the nervous system.

Symptoms/effects after skin contact : May cause an allergic skin reaction.

Symptoms/effects after eye contact : Eye irritation.

Symptoms/effects after ingestion : Risk of lung edema, Harmful if swallowed. Permethrin effects the nervous system.

### 4.3. Immediate medical attention and special treatment, if necessary

Contains petroleum distillate vomiting may cause aspiration pneumonia. Treat symptomatically.

## SECTION 5: Fire-fighting measures

### 5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media : Water spray. Dry powder. 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.

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### 5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Do not allow fire fighting water to escape into waterways or sewers.
- 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 : Ventilate spillage area. Avoid breathing vapors or fumes. Do not touch or walk on the spilled product. Avoid contact with skin, eyes and clothing. 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. Use self-contained breathing apparatus and chemically protective clothing. For further information refer to section 8: Exposure controls/personal protection.
- Emergency procedures : Do not touch spilled material. Do NOT wash away into sewer. Avoid release to the environment. ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Evacuate unnecessary personnel. Stay upwind. Stop leak if safe to do so. Ventilate area. Wear appropriate personal protective equipment, avoid direct contact.

### 6.2. Environmental precautions

Do NOT wash away into sewer. Avoid release to the environment.

### 6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Absorb spills with an inert material, clay granules or other inert absorbent material and put in container for disposal.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

- Precautions for safe handling : Do not handle until all safety precautions have been read and understood. Wear personal protective equipment. Avoid breathing vapor or spray mist. Use only outdoors or in a well-ventilated area. Avoid contact with skin and eyes. Avoid contact with heat and ignition sources.
- Hygiene measures : Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse. 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. Keep only in original container. Keep container tightly closed. Avoid extreme temperatures.
- Incompatible materials : Strong oxidizers.

## SECTION 8: Exposure controls/personal protection

### 8.1. Control parameters

Distillates (petroleum), hydrotreated light (64742-47-8)		
ACGIH	ACGIH OEL TWA	Absorbed through skin. 200 mg/m <sup>3</sup> , (as total hydrocarbon vapor) 8 hours.
Naphthalene (91-20-3)		
ACGIH	ACGIH OEL TWA [ppm]	10 ppm
ACGIH	Remark (ACGIH)	Hematologic eff; URT & eye irr; Skin; A3 (Confirmed Animal Carcinogen with Unknown Relevance to Humans: The agent is carcinogenic in experimental animals at a relatively high dose, by route(s) of administration, at site(s), of histologic type(s), or by mechanism(s) that may not be relevant to worker exposure. Available epidemiologic studies do not confirm an increased risk of cancer in exposed humans. Available evidence does not suggest that the agent is likely to cause cancer in humans except under uncommon or unlikely routes or levels of exposure)

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Naphthalene (91-20-3)		
OSHA	OSHA PEL TWA [1]	50 mg/m <sup>3</sup>
OSHA	OSHA PEL TWA [2]	10 ppm
IDLH	IDLH [ppm]	250 ppm
NIOSH	NIOSH REL TWA	50 mg/m <sup>3</sup>
NIOSH	NIOSH REL TWA [ppm]	10 ppm
NIOSH	NIOSH REL STEL	75 mg/m <sup>3</sup>
NIOSH	NIOSH REL STEL [ppm]	15 ppm

### 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

#### Personal protective equipment:

See product label for specific use PPE instructions.

#### Hand protection:

Wear chemical resistant gloves: Barrier laminate, Laminate, Butyl Rubber, Nitrile Rubber, Neoprene Rubber, Polyvinyl Chloride or Viton

#### Skin and body protection:

Mixers, loaders, applicators and other handlers: wear long-sleeved shirt, long pants, socks and shoes

#### Respiratory protection:

In case of inadequate ventilation, avoid breathing vapors or mist, wear a NIOSH approved chemical cartridge respirator with organic vapor cartridges and a pesticide pre-filter.



## SECTION 9: Physical and chemical properties

### 9.1. Information on basic physical and chemical properties

- Physical state : Liquid
- Appearance : Clear amber liquid
- Color : Amber-brown
- Odor : Solvent
- Odor threshold : No data available
- pH : 6.25 @ 25 °C (77 °F) in 1% aq solution
- Melting point : Not applicable
- Freezing point : No data available
- Boiling point : No data available
- Flash point : > 110.6 °C (> 231 °F)
- Relative evaporation rate (butyl acetate=1) : No data available
- Flammability (solid, gas) : Not applicable
- Vapor pressure : No data available
- Relative vapor density at 20 °C : No data available
- Relative density : 1.01 g/mL 8.47 lb/gal
- Solubility : No data available
- Partition coefficient n-octanol/water (Log Pow) : No data available

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Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosion limits	: No data available
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. Hazardous polymerization will not occur.

### 10.4. Conditions to avoid

Avoid extreme temperatures. Heat, sparks, open flame, other ignition sources, and oxidizing conditions.

### 10.5. Incompatible materials

Strong oxidizing agents.

### 10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced. May decompose upon heating to produce toxic vapors which may include oxides of carbon and nitrogen.

## SECTION 11: Toxicological information

### 11.1. Information on toxicological effects

Permethrin (52645-53-1)	
LD50 oral rat	500 mg/kg
LD50 dermal rabbit	> 2000 mg/kg
LC50 Inhalation - Rat	1.5 mg/l/4h
Piperonyl butoxide (51-03-6)	
LD50 oral rat	4300 mg/kg
LD50 dermal rat	> 2000 mg/kg
LC50 Inhalation - Rat	> 5 mg/l/4h
Naphthalene (91-20-3)	
IARC group	2B - Possibly carcinogenic to humans
National Toxicity Program (NTP) Status	Evidence of Carcinogenicity, Reasonably anticipated to be Human Carcinogen
In OSHA Hazard Communication Carcinogen list?	Yes

GHS-US Properties	Classification
Acute toxicity (oral)	Harmful if swallowed.
Acute toxicity (dermal)	Not classified
Acute toxicity (inhalation)	Harmful if inhaled.
Skin corrosion/irritation	Not classified
Serious eye damage/irritation	Causes serious eye irritation.
Respiratory or skin sensitization	May cause an allergic skin reaction.
Germ cell mutagenicity	Not classified
Carcinogenicity	Not classified
Reproductive toxicity	Not classified
Specific target organ toxicity (single exposure)	Causes damage to organs.

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Specific target organ toxicity (repeated exposure)	Not classified
Aspiration hazard	May be fatal if swallowed and enters airways.

### Potential health effects

#### Inhalation

Acute : Harmful if inhaled. Permethrin affects nervous system. Symptoms of overexposure to permethrin include diarrhea, salivation, tremors, convulsions, hyperactivity and hypersensitivity.

#### Skin

Acute : May cause an allergic reaction in individuals with a sensitivity to piperonyl butoxide.

#### Eye

Acute : Causes serious eye irritation.

#### Ingestion

Acute : Aspiration hazard - small amounts of liquid aspirated into the lungs during ingestion or from vomiting may cause chemical pneumonitis or pulmonary edema. Harmful if swallowed. Permethrin affects nervous system. Symptoms of overexposure to permethrin include diarrhea, salivation, tremors, convulsions, hyperactivity and hypersensitivity.

#### Mutagenicity

: Permethrin was not mutagenic or genotoxic in a battery of in vitro and in vivo tests. Piperonyl butoxide was not mutagenic in a battery of tests.

#### Carcinogenicity

: Permethrin is not classified as carcinogen by NTP, IARC and OSHA. Piperonyl butoxide is not classified as carcinogen by NTP, IARC and OSHA. Naphthalene is listed as a suspected human carcinogen by NTP and IARC.

#### Reproductive Effects

: Permethrin does not cause developmental or reproductive effects. Piperonyl butoxide did not produce any birth defects or adverse effects on reproductive parameters in tests with rats and rabbits.

## SECTION 12: Ecological information

### 12.1. Toxicity

Permethrin (52645-53-1)	
LC50 Acute fish 1	0.00079 mg/l (Exposure time: 96h - Blue gill)
LC50 Acute fish 2	0.0022 mg/l (Exposure time: 96h - Atlantic silverside)
LC50 Acute crustacea 1	0.000019 mg/l (Exposure time: 96h - Mysid shrimp)
LC50 Acute crustacea 2	0.0001 mg/l (Hexagenia bilineata)
NOEC Chronic fish 1	0.0003 mg/l
NOEC Chronic fish 2	0.00083 mg/l (Sheepshead minnow)
NOEC Chronic crustacea 1	0.000039 mg/l (Daphnia magna)
NOEC Chronic crustacea 2	0.000011 mg/l (Mysid shrimp)
Piperonyl butoxide (51-03-6)	
LC50 Acute fish 1	1.9 mg/l (Rainbow trout)
LC50 Acute fish 2	3.94 mg/l (Sheepshead minnow)
LC50 Acute crustacea 1	0.49 mg/l (Mysid shrimp)
LC50 Acute crustacea 2	0.51 mg/l (Gammarus fasciatus (amphipod))
NOEC Chronic fish 1	0.04 mg/l (Fathead minnow)
NOEC Chronic crustacea 1	0.03 mg/l (Daphnia magna)

### 12.2. Persistence and degradability

Permethrin (52645-53-1)	
Persistence and degradability	Permethrin: not rapidly biodegradable.

### 12.3. Bioaccumulative potential

Permethrin (52645-53-1)	
Partition coefficient n-octanol/water (Log Pow)	5.95
Bioaccumulative potential	Permethrin: Bioconcentration factor (BCF) 300; Does not bioaccumulate.

### 12.4. Mobility in soil

Permethrin (52645-53-1)	
Mobility in soil	Permethrin: Immobile in soil

# Aqua Perm-X UL 30-30

## Safety Data Sheet

### 12.5. Other adverse effects

Aqua Perm-X UL 30-30	
Ecological Fate	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.

## 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	UN3082	Packaging greater than 5 L; Environmentally Hazardous Substance, liquid, n.o.s. (Permethrin)	9	III	Marine pollutant
IATA	UN3082	Environmentally Hazardous Substance, liquid, n.o.s. (Permethrin)	9	III	Acute aquatic toxicity

## SECTION 15: Regulatory information

### 15.1. US Federal regulations

<b>Permethrin (52645-53-1)</b>	
Subject to reporting requirements of United States SARA Section 313	
SARA Section 313 - Emission Reporting	1 %
<b>Piperonyl butoxide (51-03-6)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Subject to reporting requirements of United States SARA Section 313	
SARA Section 313 - Emission Reporting	1 %
<b>Distillates (petroleum), hydrotreated light (64742-47-8)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Naphthalene (91-20-3)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Subject to reporting requirements of United States SARA Section 313	
CERCLA RQ	100 lb
SARA Section 313 - Emission Reporting	0.1 %
<b>EPA Labelling</b>	
EPA Registration Number	89459-76
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 Hazard statements	<b>Caution</b>
FIFRA Precautionary statements	KEEP OUT OF REACH OF CHILDREN.
FIFRA Hazards to Humans and Domestic Animals	Harmful if swallowed. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Wear long sleeved shirt, long pants, shoes, socks, and chemical resistant gloves (barrier laminate, nitrile rubber, neoprene rubber, or viton, Selection Category E). Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.
FIFRA 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. NOTE TO PHYSICIAN: Contains petroleum distillate. May pose an aspiration pneumonia hazard.

# Aqua Perm-X UL 30-30

## Safety Data Sheet

FIFRA Environmental hazards	This pesticide is extremely toxic to 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. Do not apply over bodies of water (lakes, rivers, permanent streams, natural ponds, commercial fish ponds, swamps, marshes, orestuaries), 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. Bee Warning: This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift on blooming crops or weeds while bees are actively visiting the treatment areas, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.
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### 15.2. US State regulations

Naphthalene (91-20-3)				
U.S. - California - Proposition 65 - Carcinogens List	U.S. - California - Proposition 65 - Developmental Toxicity	U.S. - California - Proposition 65 - Reproductive Toxicity - Female	U.S. - California - Proposition 65 - Reproductive Toxicity - Male	No significant risk level (NSRL)
Yes	No	No	No	5.8 µg/day

## SECTION 16: Other information

Issue date	: 24 April 2015
Revision date	: 28 February 2022
Supersedes	: 17 February 2021

### Indication of changes:

Revised Sec. 1: Revised material number(s). Revised Sec. 11: Toxicological information.

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.*

**Summit**® ... responsible solutions.



**FLOATING SUSTAINED-RELEASE LARVICIDE FOR  
LONG-TERM CONTROL OF MOSQUITO LARVAE  
BIOLOGICAL MOSQUITO CONTROL**

**ACTIVE INGREDIENTS:** Bacillus thuringiensis subspecies israelensis strain BMP 144 solids, spores and insecticidal toxins\* ..... 10.31%

**INERT INGREDIENTS:** ..... 89.69%

**TOTAL** ..... 100 %

\*Potency: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder  
The percent active ingredient does not indicate product performance and potency measurements are not federally standardized.

EPA Registration No. 6218-47 EPA Est. No. 6218-MD-2

**Contains 20 Dunks**

MOSQUITO BITS®, MOSQUITO DUNKS® are registered trademarks of Summit Chemical Co.

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

**Summit**®  
... responsible solutions.  
235 South Kresson Street, Baltimore, MD 21224  
**800-227-8664 | 410-522-0661**  
®Registered Trademark of Summit Chemical Co.

**ATTENTION:** This specimen label is provided for informational use only. This product may not yet be available for sale in your state or area. The information found in this label may differ from the information found on the product label you are using. Always follow the instructions for use and precautions on the label of the product you are using.

**Mosquito Dunk**®  
For Prevention and Control of Mosquito Larvae

**PRECAUTIONARY STATEMENTS**

**Hazard to Humans:** Avoid breathing dust. Causes moderate eye irritation. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

**Environmental Hazards:** Do not apply directly to treated, finished drinking water reservoirs or drinking water receptacles when the water is intended for human consumption.

<b>FIRST AID</b>	
<b>IF IN EYES:</b>	<ul style="list-style-type: none"> <li>• Hold eye open, and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>HOT LINE NUMBER</b>	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-222-1222 for emergency medical treatment information.	

**DIRECTIONS FOR USE**

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

MOSQUITO DUNKS® are formulated to release effective levels of Bti for a period of 30 days or more under typical environmental conditions. The floating action of the dunks will ensure that active material is released at the surface as well as gradually settle to the bottom.

These dunks may be used in all types of containerized mosquito breeding areas. To prevent dunks from being flushed out of certain treatment sites, they can be anchored using string tied through the hole in the center or staked in place.

MOSQUITO DUNKS® can also be used for pre-flood treatment. If the dunks are applied to dry areas which are known or suspected to become breeding sites when flooded, such as abandoned swimming pools, the dunks will float to the surface when flooding occurs and start releasing the active Bti material. Alternate wetting and drying will not reduce their effectiveness.



**APPLICATION RATES**

**Mosquito Larvae:**

**Flooded larvae breeding sites:** Use one (1) MOSQUITO DUNK® for up to 100 sq. ft. of surface area of containerized standing water, regardless of depth. In highly polluted water with a high organic content the application rate may have to be increased to as much as four (4) times the normal dosage based upon evaluation by the user. When larval populations are high, aquatic vegetation dense, or the water highly polluted at the time of dunk use, pre-treatment with SUMMIT MOSQUITO BITS® is recommended. Dunks will then suppress larval development for up to 30 days or more. Some larvae which hatch after dunk application may partially develop before dying. Allow a minimum of 48 hours for their control.

**Pre-Flood treatment:** Apply one (1) MOSQUITO DUNK® to each 100 sq. ft. of containerized surface which is known or suspected breeding site when flooded.

**Evaporative Coolers:** Apply one (1) MOSQUITO DUNK® to each 100 sq. ft. of Cooler box or for smaller Coolers refer to the table below for application rate.

**CAN BE USED IN FISH HABITATS**

**Outdoor Use around the Household to kill Mosquito Larvae:** MOSQUITO DUNKS® can be broken into portions for use in many outdoor applications near the household, such as containerized standing water in bird baths, old automobile tires, rain barrels, abandoned or unused swimming pools (particularly above ground types), tree holes, roof gutters for collecting rainwater, flower pots, animal watering troughs or water gardens. MOSQUITO DUNKS® can be broken and used as shown in the following table, the amount dependent upon the surface area of water in the treatment site. MOSQUITO DUNKS® may also be used in any containerized standing water, except finished, treated drinking water, found near the home.

**DOSAGE TABLE**

Surface Area of Standing Water	1-5 square ft.	5 to 25 square ft.	25 to 100 square ft.	Above 100 square ft.
Use Quantity	1/4 Dunk	1/2 Dunk	1 Dunk	1 Dunk per 100 sq. ft.

**Preflood treatment around the Household:** Apply MOSQUITO DUNKS® to any containerized target site listed above which is known to become flooded after a rain. Use the correct amount in accordance with the above dosage table.

**INDOOR USE:** For use in areas that collect water from time to time, areas such as elevator shafts, basements that flood, sump pumps and any drainage areas within buildings. Use the correct amount in accordance with the above dosage table.

**STORAGE AND DISPOSAL**

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

<b>PESTICIDE STORAGE:</b>	Tightly close containers of unused DUNKS. Store in cool, dry well-ventilated place.
<b>PESTICIDE DISPOSAL AND CONTAINER HANDLING:</b>	<p><b>If empty; Nonrefillable container.</b> Do not reuse or refill this container. Place in trash or offer for recycling, if available. Batch code or lot number is on front side of card.</p> <p><b>If partly filled:</b> Call your local solid waste agency or <b>1-800-CLEANUP</b> for disposal instructions. Never place unused product down any indoor or outdoor drain.</p>

**LIMITED WARRANTY AND LIABILITY**

Notice: To the extent consistent with applicable law, the seller makes no other warranties, express or implied, of merchantability or of fitness for a particular purpose or otherwise, that extends beyond the statements made on this label. To the extent consistent with applicable law, the seller shall not be liable for consequential, special or indirect damages resulting from the use, handling, application, storage or disposal of this product or for damages in the nature of penalties, and the buyer and the user waive any right that they may have to such damages.

## SAFETY DATA SHEET

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Summit Mosquito Dunks®/BTI Briquets®

Item # 102-12, 102-24, 110-12, 111-5, BACBR1S, BACBR1P



### 1.1 Product Identifier

**MATERIAL NAME:** Summit Mosquito Dunks®/BTI Briquets®

**Synonyms:** Mosquito Dunks®

**EPA Reg No.:** 6218-47

**Code Number:** MODU212, MODU12, MODU224, MODU100, BACBR1P, BACBR1S

**List Number:** 102-12, 102-24, 110-12, 111-5, BACBR1S, BACBR1P

**Chemical Family:** Not applicable; microbial product

**Substance Registration Number(s)[REACH]:** N/A

### 1.2 Relevant Identified Uses and Uses Advised Against

**Identified Uses:** Biological mosquito larvicide

**Uses Advised Against:** It is a violation of Federal law to use this product in a manner inconsistent with its FIFRA pesticide labeling.

### 1.3 Details of the supplier of the Safety Data Sheet

**Supplied By:** Summit Chemical Co.  
235 S. Kresson Street  
Baltimore, MD 21224  
800-227-8664

### 1.4 EMERGENCY TELEPHONE NUMBERS

**Emergency Health or Spill:** CHEMTEL

Outside the United States: +01 -813-248-0585

Within the United States: 800-255-3924

## 2. HAZARDS IDENTIFICATION

### 2.1 Classification of the Substance or Mixture

Eye Irritation – Category 2B

### 2.2 Labeling Elements

**Symbol(s)**

Symbols not required

**Signal Word**

WARNING

**Hazard Statement(s)**

Causes Eye Irritation

## SAFETY DATA SHEET

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Summit Mosquito Dunks®/BTI Briquets®

### 2.3 Precautionary Statement:

#### Prevention

Avoid breathing dust  
Wear dust mask when handling  
Wash thoroughly after handling  
Wear protective clothing, eye protection and impervious gloves

#### Response

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
If eye irritation persists: Get medical advice/ attention.  
IF ON SKIN: Wash with soap and water.  
Take off contaminated clothing and wash it before reuse.

#### Disposal

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

#### Safety

Avoid contact with skin and eyes

### 2.4 Other Hazards

None identified.

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

CAS #	Component Name	EC No.	(Classification)	Percent
None	<i>Bacillus thuringiensis</i> subsp. <i>israelensis</i> , Strain BMP-144		Not classified	10.31%
Trade Secret	Other ingredients		Not classified	89.69%

## 4. FIRST AID MEASURES

### 4.1 Description of First Aid Measures

**GENERAL:** In all cases of doubt, seek medical attention.

**EYES:** Remove from source of exposure. Flush with copious amounts of water. Remove contact lenses, if present and easy to do, after the first 5 minutes, then continue rinsing. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.

Summit Mosquito Dunks®/BTI Briquets®

**SKIN:** Remove from source of exposure. Take off contaminated clothing. Flush with copious amounts of water. If irritation occurs or signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.

**INGESTION:** Remove from source of exposure. Move person to fresh air. Do NOT induce vomiting. If signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.

**INHALATION:** Remove from source of exposure. If signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary. If person is not breathing, call 911, then give artificial respiration.

#### **4.2 Most important Symptoms and Effects, both Acute and Delayed**

##### **Acute**

Possible eye and skin irritation

##### **Delayed**

No information on significant adverse effects

#### **4.3 Indication of any Immediate Medical Attention and Special Treatment Needed**

Treat symptomatically and supportively

### **5. FIRE FIGHTING PROCEDURES**

#### **5.1 Extinguisher Media**

##### **Suitable Extinguisher Media**

Dry chemical, water spray, foam or carbon dioxide. Use appropriate medium for the underlying cause of the fire.

##### **Unsuitable Extinguisher Media**

None known

#### **5.2 Specific Hazards Arising from the Chemical**

##### **Thermal decomposition products**

Hazardous compounds, such as carbon oxides, nitrogen oxides

##### **Protective Equipment and precautions for firefighters**

Fire fighter should wear full-face, self-contained breathing apparatus and impervious protective clothing. Fire fighters should avoid inhaling combustion products. See Section 8 (Exposure Controls / Personal Protection)

##### **Fire & Explosive hazard**

Not expected to be flammable.

Summit Mosquito Bits®

**6. ACCIDENTAL RELEASE MEASURES****6.1 Personal Precautions, Protective Equipment and Emergency Procedures**

For respiratory protection wear a dust mask. Wear eye protection appropriate to handling activities. Wear impervious gloves. See personal protection as recommended in Section 8.

**6.2 Environmental Precautions**

Dispose of excess product and washwaters according to local regulations.

**6.3 Methods and Materials for Containment and Cleaning Up**

Wear appropriate personal protective equipment. Sweep up material and place in appropriate container for disposal. Avoid generating dust.

**6.4 Reference to Other Sections**

See Section 7 for Handling Procedures. See Section 8 for Personal Protective Equipment recommendations. See Section 13 for Disposal Considerations.

US Regulations may require reporting spills of hazardous materials: See Section 15: REGULATORY INFORMATION for details on reportable quantities, if any.

**7. HANDLING AND STORAGE****7.1 Precautions for Safe handling**

For respiratory protection wear a dust mask. Avoid contact with eyes, skin or clothing. Wash thoroughly after handling. Do not eat, drink, chew gum or smoke while working with product, obey reasonable safety precautions and practice good housekeeping.

**7.2 Conditions for Safe Storage, Including Incompatibilities**

Protect against physical damage. Keep in original containers. Close containers of unused material. Store in a cool, dry place.

**Incompatibilities**

None Known

**7.3 Specific End Use(s)**

Pesticide, biological mosquito larvicide

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

## SAFETY DATA SHEET

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Summit Mosquito Dunks®/BTI Briquets®

### 8.1 Control Parameters

#### Component Exposure Limits

None

#### Derived No Effect Levels (DNELs)

No DNELs available

#### Predicted No Effect Concentrations (PNECs)

No PNECs available

### 8.2 Exposure Controls

#### Appropriate Engineering Controls

Provide general ventilation.

#### SKIN PROTECTION:

Wear protective clothing, including boots and gloves. For filling operations if dust/mist is produced wear a dust mask. Wear gloves made of impervious materials. Wash thoroughly with soap and water after handling.

#### EYE PROTECTION:

Wear goggles, safety glasses with side shields

#### RESPIRATORY PROTECTION:

Use dust/mist filtering respirator (MSHA/NIOSH approved number prefix TC-21C or a NIOSH approved respirator with any N, P, R or HE filter during application procedures or when repeat exposure is expected.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

### 9.1 Information on Basic Physical and Chemical Properties

Appearance/Odor:	Light Brown granular solid	Odor Threshold:	Musty - Characteristic
pH:	5.4 (10% dispersion in water)	Boiling Point:	Not applicable
Melting Point:	Not Applicable	Solubility (H <sub>2</sub> O):	Suspends and partially soluble
Specific Gravity:	Not Determined	Bulk Density:	0.48 g/mg
Octanol/H <sub>2</sub> O Coeff:	Not Applicable	Evaporation Rate:	Not Applicable
Molecular Weight:	Not Applicable	Decomposition Temp.:	Not Determined
Auto Ignition:	Not Determined	LFL:	Not Determined
Flash Point:	Not Determined	UFL:	Not Determined
Vapor Density:	Not Applicable	Vapor Pressure:	Not Applicable

Summit Mosquito Dunks®/BTI Briquets®

**10. CHEMICAL STABILITY AND REACTIVITY****10.1 Reactivity**

Material does not pose a significant reactivity hazard.

**10.2 Chemical Stability**

Stable under ordinary conditions of use and storage. Spontaneous reaction not possible.

**10.3 Possibility of Hazardous Reactions**

Does not undergo hazardous polymerization

**10.4 Conditions to Avoid**

None known

**10.5 Incompatible Materials**

None known

**10.6 Hazardous Decomposition Products**

Carbon oxides and unidentified organic compounds.

**11. TOXICOLOGICAL INFORMATION****11.1 Information on Toxicological Effects**

## LIKELY ROUTES OF EXPOSURE

Eye Contact:	Yes
Skin Contact:	Yes
Ingestion:	No
Inhalation:	No

ACUTE EFFECTS Product Toxicology Studies (Data for Technical, unless noted)ORAL TOXICITY: LD<sub>50</sub> > 5,000 mg/kg (rat)DERMAL TOXICITY: LD<sub>50</sub> > 5,000 mg/kg (rabbit)INHALATION TOXICITY: LC<sub>50</sub> > 2.84 mg/L air (maximum feasible concentration)

CORROSIVENESS: Not corrosive.

DERMAL IRRITATION: Mildly or slightly irritating

OCULAR IRRITATION: Slightly irritating

DERMAL SENSITIZATION: (For Formulated Product) Not a sensitizer (guinea pig)

MUTAGENICITY INFORMATION: Components of this product are not expected mutagens.

CARCINOGENICITY INFORMATION: Components of this product are not listed as carcinogenic by NTP, IARC or OSHA.

## SAFETY DATA SHEET

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Summit Mosquito Dunks®/BTI Briquets®

DEVELOPMENTAL/REPRODUCTIVE TOXICITY: This material is not pathogenic

SPECIAL TARGET ORGAN EFFECTS: Slight Eye or skin Irritation.

ASPIRATION HAZARD: Not Applicable

REPEAT DOSE STUDIES: Not Applicable, Pathogenicity Toxicity testing was all negative

### 12. ECOLOGICAL INFORMATION

#### 12.1 Ecotoxicity (Data for a Concentrated Technical Powder)

Fish: LC<sub>50</sub> >370 mg/L (96-H, Rainbow Trout)

Bird: LC<sub>50</sub> >3077 mg/kg (6.2 x 10<sup>11</sup> cfu/kg) (Acute Oral - Bobwhite Quail)

LC<sub>50</sub> >3077 mg/kg (6.2 x 10<sup>11</sup> cfu/kg) each day for 5 days (Sub-Acute Oral (dietary) - Bobwhite Quail)

Invertebrates: LC<sub>50</sub> >50 mg/L (48-H) (Daphnia)

Bees: Essentially non-toxic to honey bees.

#### 12.2 Persistence and Degradability

No data available

#### 12.3 Bioaccumulation potential

Not applicable. Substance is not pathogenic to non-target organisms

#### 12.4 Mobility in Soil

No data available

#### 12.5 Results of PBT and vPvB assessment

Assessments not performed

#### 12.6 Other adverse effects

None known

### 13. DISPOSAL CONSIDERATIONS

#### 13.1 Waste Disposal Methods

Dispose of product in accordance with federal, state, provincial, and local regulations. Prevent contamination of environment by wastes.

US EPA WASTE NUMBER & DESCRIPTIONS:

There is no applicable EPA waste number. This product, if discarded, is not expected to be a characteristic or listed hazardous waste.

## SAFETY DATA SHEET

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Summit Mosquito Dunks®/BTI Briquets®

### 14. TRANSPORTATION INFORMATION

DOT STATUS: Not regulated by US DOT  
UN PROPER SHIPPING NAME: N/A  
REMARKS: N/A

IATA/ICA0 STATUS: Not Regulated  
PROPER SHIPPING NAME: N/A  
REMARKS: N/A

IMDG STATUS: Not Regulated  
PROPER SHIPPING NAME: N/A  
REMARKS: N/A

### 15. REGULATORY INFORMATION

#### **15.1 Safety, Health and Environmental Regulations / Specific Legislation**

TSCA STATUS: Exempt  
CERCLA STATUS: Not regulated as hazardous  
SARA STATUS: Acute: No Chronic: No Fire: No CDT: No  
RCRA STATUS: Not regulated as hazardous  
State Right-To-Know: Not Listed  
Consult applicable national, state provincial or local laws to determine regulations, laws or ordinances which may be applicable.  
OSHA HAZARD COMMUNICATION STANDARD: Not defined by the OSHA Hazard Communication Standard, 29 CFR

#### **15.2 EPA Pesticide Regulations**

EPA Registration Number: 73049-10  
EPA Pesticide Label signal word: CAUTION  
Product must have EPA Approved Pesticide Label attached to or accompanying all containers.

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 and limitations for its use.

**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

**PRECAUTIONARY STATEMENTS**

Summit Mosquito Dunks®/BTI Briquets®

**HAZARDS TO HUMANS AND DOMESTIC ANIMALS**

Causes moderate eye irritation. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling Mixers/loaders and applicators must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95, or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

**ENVIRONMENTAL HAZARDS**

Do not contaminate water when cleaning equipment or disposing of equipment washwaters. Do not apply directly to treated, finished drinking water reservoirs or drinking water receptacles when the water is intended for human consumption.

**STORAGE AND DISPOSAL**

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

**Storage:** Store in cool [59-86°F (15-30°C)], dry place.

**Pesticide Disposal:** Completely empty bag into application equipment. 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. Once cleaned, some agricultural plastic pesticide containers can be taken to a container collection site or picked up for recycling. To find the nearest site, contact your chemical dealer or manufacturer, or contact Ag Container Recycling Council at 202-861-3144 or [www.acrecycle.org](http://www.acrecycle.org). If recycling is not available 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.

**16. OTHER INFORMATION**

**NFPA Hazard Ratings**

Health: 1  
Flammability: 0  
Instability: 0

**HMIS Hazard Ratings**

Health: 1  
Flammability: 0  
Instability: 0

0 = Minimal  
1 = Slight  
2 = Moderate  
3 = Serious  
4 = Extreme

REASON FOR ISSUE: Update warranty statement and correct list #  
APPROVAL DATE: 3/16/16  
SUPERSEDES DATE: 4/14/15

## SAFETY DATA SHEET

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### Summit Mosquito Dunks®/BTI Briquets®

LEGEND: N/A = Not Applicable  
N/L = Not Listed  
C = Ceiling  
(R) = Registered Trademark of Summit Chemical Company  
(TM) = Registered Trademark of Summit Chemical Company  
N/D = Not Determined  
L = Listed  
S = Short-term

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This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABEL (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 as required by the Occupational Health and Safety Act (29 CFR 1910.1200, "Hazcom"). The product label provides information specifically for product use in the ordinary course. Use, storage and disposal of pesticide products is regulated by the EPA under the authority of FIFRA through the product label. All necessary hazard classification and appropriate precautionary use, storage, and disposal information is set forth on that label or labeling accompanying the pesticide or to which reference is made on the label. It is a violation of federal law to use an EPA-registered pesticide product in any manner inconsistent with its labeling.

235 S. Kresson Street  
Baltimore, MD 21224-800-227-8664

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800-227-8664

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**Fort Bend County Pricing Form**

**Bid 24-048**

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

**Term: April 1, 2024 through March 31, 2025**

<b>Herbicides</b>	<b>Vendor Name: ↓</b>
	<b>CLARKE</b>
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
270 gallon container	
minimum order	
returnable	
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	NO BID
minimum order	
12 pound container	
minimum order	
25 pound container	
minimum order	

	<b>Vendor Name: ↓</b>
	<b>CLARKE</b>
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	NO BID
minimum order	
8 oz. container	
minimum order	
16 oz. container	
minimum order	
64 oz. container	
minimum order	
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	NO BID
2.5 gallon container	
minimum order	
returnable	
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
Brand Bid	
5 gallon container	
minimum order	
returnable	
Brand Bid	
30 gallon container	
minimum order	
returnable	
Brand Bid	
275 gallon container	

	Vendor Name: ↓ <b>CLARKE</b>
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
minimum order	NO BID
returnable	
Brand Bid	
265 gallon container	
minimum order	
returnable	
Brand Bid	
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	NO BID
minimum order	
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	NO BID
minimum order	
returnable	
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>CLARKE</b>
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	
returnable	
2.5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
Brand Bid	
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
Brand Bid	
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
250 gallon container	
minimum order	
returnable	
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	NO BID
minimum order	
Brand Bid	
1.25 pound container	
minimum order	
Brand Bid	
10 pound container	
minimum order	
Brand Bid	

	<b>Vendor Name: ↓</b>
	<b>CLARKE</b>
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NO BID
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
<b>Item #20: Plateau,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	NO BID
minimum order	
returnable	
<b>Item #21: Droplex Xtra, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #22: Vastlan,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NO BID
30 gallon container	
minimum order	
returnable	
<b>Item #23: Trycera Selective Herbicide, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NO BID
minimum order	
returnable	
265 gallon container	
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>CLARKE</b>
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	
returnable	
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
Brand Bid	
returnable	
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
20 gallon container	
minimum order	
Brand Bid	
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	NO BID
minimum order	
Brand Bid	
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	NO BID
minimum order	
Brand Bid	

	<b>Vendor Name: ↓</b>
	<b>CLARKE</b>
<b>Item #31: EcoMIGHT price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	
2.5 gallon container	
minimum order	
55 gallon container	
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	
returnable	
2.5 gallon container	
minimum order	
returnable	
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	
returnable	
<b>Item #34: Liberate by Loveland Products, Inc., price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	
returnable	
2.5 gallon container	
minimum order	
returnable	
<b>Item #36: TerraVue, No Subs price per ounce</b>	<b>Bid Price</b>
20 ounce container	NO BID
minimum order	
returnable	
10 pound case	
minimum order	
returnable	

<b>Insecticides</b>	<b>Vendor Name: ↓</b>
	<b>CLARKE</b>
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	\$536.00
minimum order	1 CASE
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220	\$842.60
minimum order	1 CASE
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	NO BID
minimum order	
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	\$1,870.00
minimum order	1 EACH 55 GALLON DRUM
returnable	NO
Brand Bid	Perm-X 4-4
250 gallon container	NO BID
minimum order	
returnable	
Brand Bid	
275 gallon container	\$9,350.00
minimum order	1 EACH 275 GALLON TOTE
returnable	NO
Brand Bid	Perm-X 4-4
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	\$2,634.00
minimum order	1 EACH 30 GALLON DRUM
returnable	YES
55 gallon container	\$4,781.92
minimum order	1 EACH 55 GALLON DRUM
returnable	YES
275 gallon container	\$22,550.00
minimum order	1 EACH 275 GALLON S/S TOTE
returnable	YES

	Vendor Name: ↓
	CLARKE
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$550.00
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	\$6,388.80
minimum order	1 EACH 30 GALLON DRUM
returnable	YES
Brand Bid	DUET
55 gallon container	\$11,211.64
minimum order	1 EACH 55 GALLON DRUM
returnable	YES
Brand Bid	DUET
275 gallon container	\$55,787.60
minimum order	1 EACH 275 GALLON S/S TOTE
returnable	YES
Brand Bid	DUET
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	\$2,320.00
minimum order	1 EACH 30 GALLON DRUM
55 gallon container	\$4,198.92
minimum order	1 EACH 55 GALLON DRUM
275 gallon container	\$21,348.80
minimum order	1 EACH 275 GALLON S/S TOTE
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	\$346.00
minimum order	1 CASE

	Vendor Name: ↓
	CLARKE
<b>Item #46: Dibrom (Naled), or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #47: Fyfanon EW (40.9% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
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: ↓
	CLARKE
<b>Item #48: Vectobac WDG, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$2,620.00
Minimum order	2 X 2-1/2 GALLON CASE
Returnable	NO
Brand bid	ALTOSID SR-20
5 gallon container	\$5,241.00
Minimum order	1 EACH 2 X 2-1/2 GALLON CASE
Returnable	NO
Brand bid	ALTOSID SR-20
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: ↓
	CLARKE
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
30 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
264 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	\$481.28
Minimum order	CASE/10P/50X10g
Returnable	NO
Brand bid	NATULAR G30 WSP
5 KG bag	NO BID
Minimum order	
Returnable	
Brand bid	
<b>Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$370.00
Minimum order	2X2-1/2 GALLON CASE
Returnable	NO
Brand bid	AQUA PPERM-X 30-30
5 gallon container	\$740.00
Minimum order	2X2-1/2 GALLON CASE
Returnable	NO
Brand bid	AQUA PPERM-X 30-30
15 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
30 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
55 gallon container	\$8,140.00
Minimum order	1 EACH 55 GALLON DRUM
Returnable	NO
Brand bid	AQUA PPERM-X 30-30
250 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
275 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	

	<b>Vendor Name: ↓</b>
	<b>CLARKE</b>
<b>Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #54:Summit Mosquito Dunks (Bti, 10.31%), price per dunk</b>	<b>Bid Price</b>
2 Pack	NO BID
Minimum order	
Returnable	
Brand bid	
6 pack	NO BID
Minimum order	
Returnable	
Brand bid	
12 Pack	NO BID
Minimum order	
Returnable	
Brand bid	
20 pack	\$21.92
Minimum order	5 EACH - 20PACK
Returnable	NO
Brand bid	SUMMIT BTI

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**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

**Certificate Number:**  
2024-1134792

**Date Filed:**  
03/14/2024

**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

**Date Acknowledged:**  
05/14/2024

**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.**  
B24-048  
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.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
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			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business? 75+ years	
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt		
Federal ID # or S.S. #	71-0293688	SAM.gov Unique Entity ID #	FE77AERVAF58	
SAM.gov CAGE / NCAGE	1EMN8			
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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 Number	979-268-5206			
E-mail	BennettR@helenaagri.com			
Contact Person	Rick Bennett			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	Cert Date	Exp Date
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	_____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/> _____	
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name	Rick Bennett			
Title	Branch Manager			
Date	3/13/24			

**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 24-048*

**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, March 19, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountvtx.gov](mailto:Melissa.Stavinoha@fortbendcountvtx.gov)

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

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


If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a 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. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, March 12, 2024 at 11:00 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 trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even 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, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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](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: B24-048.
  - 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 24-048**

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

This memorandum of agreement made and entered into on the 14 day of May, 20 24,  
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 14 day of May 20 24.

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

By: [Signature] Signature of Contractor

By: Rick Bennett Branch Manager  
Printed Name and Title

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this form and above this line only.  
**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 with the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**225 SCHILLING BLVD, STE 300**

6 City, state, and ZIP code  
**COLLIERVILLE, TN 38017**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

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

**Social security number**

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or

**Employer identification number**

1	3	-	5	6	4	3	1	9	0
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**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.

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**      Signature of U.S. person ▶ *[Signature]*      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](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

**Form W-9 Line 1 (Name) Instructions:**

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

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

**Line 2**

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

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

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Job No.: B24-048

**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

NA

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**
	<u>NA</u>

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

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

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

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

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

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

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

**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

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

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

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

Helena Agri Enterprises  
(Company/Contractor)

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

[Signature]  
Contractor Signature

3/13/24  
Date

Rick Bennett  
Printed Name

Branch Manager  
Title



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

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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](mailto:stewartm@helenaagri.com) or 901-537-7359.

**Fort Bend County Pricing Form**

**Bid 24-048**

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

**Term: April 1, 2024 through March 31, 2025**

<b>Herbicides</b>	<b>Vendor Name: ↓</b>
	<b>Helena Agri Enterprises</b>
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$22.00
minimum order	5 gal
returnable	no
30 gallon container	\$22.00
minimum order	30 gals
returnable	no
270 gallon container	\$22.00
minimum order	265 gals
returnable	yes
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$59.50
minimum order	5 gal
returnable	no
5 gallon container	
minimum order	
returnable	
15 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
250 gallon container	
minimum order	
returnable	
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	\$34.50
minimum order	4lb
12 pound container	
minimum order	
25 pound container	
minimum order	

	Vendor Name: ↓
	Helena Agri Enterprises
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	
minimum order	
8 oz. container	
minimum order	
16 oz. container	\$4.00
minimum order	1 case
64 oz. container	\$3.90
minimum order	1 case
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$62.75
minimum order	5 gal
returnable	no
5 gallon container	
minimum order	
returnable	
30 gallon container	\$62.75
minimum order	30gals
returnable	no
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	\$80.50
minimum order	5 gal
returnable	no
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$16.85
minimum order	5gal
returnable	no
Brand Bid	Ranger Pro
5 gallon container	
minimum order	
returnable	
Brand Bid	
30 gallon container	\$16.50
minimum order	30gals
returnable	no
Brand Bid	Ranger Pro
275 gallon container	

	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	
minimum order	
returnable	
Brand Bid	
265 gallon container	\$16.10
minimum order	265 gals
returnable	yes
Brand Bid	Ranger Pro
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$33.80
minimum order	5 gals
returnable	no
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$329.00
minimum order	5 gals
returnable	no
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$284.00
minimum order	1 container
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	No Bid
minimum order	
returnable	
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$19.85
minimum order	5 gals
returnable	no
30 gallon container	\$19.20
minimum order	30gals
returnable	no

	Vendor Name: ↓
	Helena Agri Enterprises
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$16.85
minimum order	4 gals
returnable	no
2.5 gallon container	\$15.55
minimum order	5gals
returnable	no
30 gallon container	
minimum order	
returnable	
Brand Bid	Inlet
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$74.75
minimum order	5 gals
returnable	no
5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
250 gallon container	
minimum order	
returnable	
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	\$6.13
minimum order	1 case
Brand Bid	Opensight
1.25 pound container	\$6.13
minimum order	1 case
Brand Bid	Opensight
10 pound container	
minimum order	
Brand Bid	

	Vendor Name: ↓
	Helena Agri Enterprises
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$22.50
minimum order	5 gals
returnable	no
<b>Item #19: Hardball, 2,4-D Acid, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$35.00
minimum order	5 gals
returnable	no
30 gallon container	
minimum order	
returnable	
<b>Item #20: Plateau, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$112.00
minimum order	1 case
returnable	no
<b>Item #21: Droplex Xtra, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #22: Vastlan, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$105.00
30 gallon container	\$105.00
minimum order	30 gals
returnable	no
<b>Item #23: Trycera Selective Herbicide, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$90.00
minimum order	5 gals
returnable	no
265 gallon container	\$83.00
minimum order	\$265.00
returnable	yes

	<b>Vendor Name: ↓</b>
	<b>Helena Agri Enterprises</b>
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$606.43
minimum order	1 case
returnable	no
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$22.50/Induce pH
minimum order	5 gals
returnable	no
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$37.50/ Dynamic
minimum order	5gals
returnable	no
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$24.80
minimum order	5 gals
Brand Bid	Roundup Custom
returnable	no
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$357.12
minimum order	5 gals
20 gallon container	
minimum order	
Brand Bid	Method 240SL
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	\$9.69
minimum order	1 case
Brand Bid	Derigo
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	\$17.20
minimum order	1 case
Brand Bid	Telar XP

	Vendor Name: ↓
	<b>Helena Agri Enterprises</b>
<b>Item #31: EcoMIGHT</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	No Bid
minimum order	
2.5 gallon container	
minimum order	
55 gallon container	
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$35.00/Accuracy
minimum order	1 case
returnable	no
2.5 gallon container	
minimum order	
returnable	
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$51.00/Justified
minimum order	5gal
returnable	no
<b>Item #34: Liberate by Loveland Products, Inc.,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$415.36/quart
minimum order	1 case
returnable	no
2.5 gallon container	\$1,509.12
minimum order	5 gals
returnable	no
<b>Item #36: TerraVue, No Subs</b>	<b>Bid Price</b>
<b>price per ounce</b>	
20 ounce container	\$6.50
minimum order	1 case
returnable	no
10 pound case	
minimum order	
returnable	

<b>Insecticides</b>	<b>Vendor Name: ↓</b>
	<b>Helena Agri Enterprises</b>
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	No Bid
minimum order	
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220	No Bid
minimum order	
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	\$23.45
minimum order	1 case
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	No Bid
minimum order	
returnable	
55 gallon container	
minimum order	
returnable	
275 gallon container	
minimum order	

returnable	
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	Vendor Name: ↓
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	No Bid
minimum order	
55 gallon container	
minimum order	
275 gallon container	
minimum order	
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	No Bid
minimum order	

	<b>Vendor Name: ↓</b>
	<b>Helena Agri Enterprises</b>
<b>Item #46: Dibrom (Naled), or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #47: Fyfanon EW (40.9% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	

	<b>Vendor Name: ↓</b>
	<b>Helena Agri Enterprises</b>
<b>Item #48: Vectobac WDG, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Bid Price</b>
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	
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	Vendor Name: ↓
	Helena Agri Enterprises
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
Minimum order	
Returnable	
Brand bid	
30 gallon container	
Minimum order	
Returnable	
Brand bid	
264 gallon container	
Minimum order	
Returnable	
Brand bid	
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	No Bid
Minimum order	
Returnable	
Brand bid	
5 KG bag	
Minimum order	
Returnable	
Brand bid	
<b>Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
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
<b>Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #54:Summit Mosquito Dunks (Bti, 10.31%), price per dunk</b>	<b>Bid Price</b>
2 Pack	No Bid
Minimum order	
Returnable	
Brand bid	
6 pack	
Minimum order	
Returnable	
Brand bid	
12 Pack	
Minimum order	
Returnable	
Brand bid	
20 pack	
Minimum order	
Returnable	
Brand bid	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Helena Agri Enterprises, LLC  
 Waller, TX United States

**Certificate Number:**  
 2024-1134362

**Date Filed:**  
 03/13/2024

**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

**Date Acknowledged:**  
 05/14/2024

**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.**  
 B24-048  
 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.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)




**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Heritage Landscape Supply Group		
Business Name (if different from legal name)	Heritage Professional Products Group		
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?
Federal ID # or S.S. #	46-1116383	SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE			
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	PO BOX 841382		
City/State/Zip	Dallas, TX, 75824		
Physical Address	7440 State Highway 121		
City/State/Zip	McKinney, TX, 75070		
Phone Number	713-805-0562		
E-mail	chris.smith@heritageppg.com		
Contact Person	Heritage Landscape Supply Group		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u> _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Exp Date</u> _____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 <u>PO B</u>	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <u>X</u>
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name	Chris Smith		
Title	Territory Manager		
Date	3/18/2024		

**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 24-048**

**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, March 19, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov)

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

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

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a 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. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, March 12, 2024 at 11:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by


Initials of Bidder:



the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder:



is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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

Initials of Bidder:



that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

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

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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:



County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

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

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

Initials of Bidder:



excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

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



and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

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

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with 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, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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](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: B24-048.
  - 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



**Contract Sheet  
Bid 24-048**

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

This memorandum of agreement made and entered into on the 14 day of May, 2024  
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 Heritage Landscape Supply Group (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 14 day of May 2024.

**Fort Bend County, Texas**  
By: KP George  
County Judge, KP George  
By: [Signature]  
Signature of Contractor  
By: Chris Smith - Territory Manager  
Printed Name and Title

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. HERITAGE LANDSCAPE SUPPLY GROUP, INC.	
<b>2</b> Business name/disregarded entity name, if different from above HERITAGE PROFESSIONAL PRODUCTS GROUP	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. PO BOX 841382	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code DALLAS, TX 75284	
<b>7</b> 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.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
4	6		-	1	1	1	6	3	8	3

### 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 ▶ 1/3/2023

### 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
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 <sup>1</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>\*</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

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

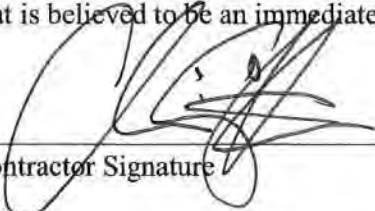
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels,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

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

**Heritage Landscape Supply Group**

(Company/Contractor)

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

  
Contractor Signature

**3/18/2024**

Date

**Chris Smith**

Printed Name

**Territory Manager**

Title

**Fort Bend County Pricing Form**  
**Bid 24-048**  
**Term Contract for Purchase of Weed, Brush and Insect Control Chemicals**

**Term: April 1, 2024 through March 31, 2025**

<b>Herbicides</b>	<b>Vendor Name: ↓</b>
	<b>Heritage</b>
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$18.00
minimum order	5 gallons
returnable	no
30 gallon container	\$12.25
minimum order	30 gallons
returnable	no
270 gallon container	\$11.70
minimum order	270 gallons
returnable	no
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$57.95
minimum order	5 gallons
returnable	NO
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	
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	\$30.95
minimum order	4 pounds
12 pound container	NO BID
minimum order	
25 pound container	NO BID
minimum order	

	Vendor Name: ↓
	<b>Heritage</b>
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	\$2.49
minimum order	8 OZ
8 oz. container	\$2.49
minimum order	8 OZ
16 oz. container	\$2.49
minimum order	16 OZ
64 oz. container	\$2.49
minimum order	64 OZ
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$65.96
minimum order	5 gallons
returnable	NO
5 gallon container	NO BID
minimum order	
returnable	
30 gallon container	\$65.96
minimum order	30 gallons
returnable	NO
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	\$84.67
minimum order	5 GALLONS
returnable	NO
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$14.65
minimum order	5 gallons
returnable	NO
Brand Bid	Ranger Pro
5 gallon container	NO BID
minimum order	
returnable	
Brand Bid	
30 gallon container	\$14.05
minimum order	30 gallons
returnable	NO
Brand Bid	Ranger Pro
275 gallon container	NO BID

	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
minimum order	
returnable	
Brand Bid	
265 gallon container	\$13.56
minimum order	265 gallons
returnable	NO
Brand Bid	Ranger Pro
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$29.98
minimum order	5 gallons
returnable	NO
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$329.00
minimum order	5 gallons
returnable	NO
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$287.23
minimum order	20 oz
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	NO BID
minimum order	
returnable	
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$22.57
minimum order	5 gallons
returnable	NO
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$17.96
minimum order	5 gallons
returnable	NO
30 gallon container	\$17.30
minimum order	30 gallons
returnable	NO

	Vendor Name: ↓
	Heritage
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$12.95
minimum order	4 gallons
returnable	NO
2.5 gallon container	\$12.75
minimum order	5 gallons
returnable	NO
30 gallon container	\$12.25
minimum order	30 gallons
returnable	NO
Brand Bid	Windsurf Pro
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
Brand Bid	
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$68.75
minimum order	5 gallons
returnable	NO
5 gallon container	NO BID
minimum order	
returnable	
30 gallon container	NO BID
minimum order	
returnable	
250 gallon container	NO BID
minimum order	
returnable	
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	\$6.12
minimum order	20 oz
Brand Bid	Opensight
1.25 pound container	\$6.12
minimum order	1.25 pounds
Brand Bid	Opensight
10 pound container	\$6.12
minimum order	10 pounds
Brand Bid	

	<b>Vendor Name: ↓</b>
	<b>Heritage</b>
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
30 gallon container	NO BID
minimum order	
returnable	
<b>Item #20: Plateau, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$133.00
minimum order	4 gallons
returnable	NO
<b>Item #21: Droplex Xtra, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$40.00
minimum order	5 gallons
returnable	NO
<b>Item #22: Vastlan, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$105.00
30 gallon container	\$105.00
minimum order	5 gallons
returnable	NO
<b>Item #23: Trycera Selective Herbicide, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	
returnable	
265 gallon container	NO BID
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>Heritage</b>
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	
returnable	
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$25.00
minimum order	5 gallons
returnable	NO
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$35.00
minimum order	5 gallons
returnable	NO
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$22.57
minimum order	5 gallons
Brand Bid	Round Up Custom
returnable	NO
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$357.12
minimum order	5 gallons
20 gallon container	NO BID
minimum order	
Brand Bid	Method 240SL
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	\$9.69
minimum order	60 oz
Brand Bid	Derigo
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	\$13.97
minimum order	16 oz
Brand Bid	Telar XP

	<b>Vendor Name: ↓</b>
	<b>Heritage</b>
<b>Item #31: EcoMIGHT</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	NO BID
minimum order	
2.5 gallon container	NO BID
minimum order	
55 gallon container	NO BID
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	NO BID
minimum order	
returnable	
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$55.00
minimum order	4 gallons
returnable	NO
<b>Item #34: Liberate by Loveland Products, Inc.,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	NO BID
minimum order	
returnable	
2.5 gallon container	\$1,509.12
minimum order	2.5 gallons
returnable	NO
<b>Item #36: TerraVue, No Subs</b>	<b>Bid Price</b>
<b>price per ounce</b>	
20 ounce container	no bid, container size not available
minimum order	
returnable	
10 pound case	\$6.50
minimum order	10 pounds
returnable	NO

<b>Insecticides</b>	<b>Vendor Name: ↓</b>
	<b>Heritage</b>
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	\$692.48
minimum order	1 case
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220	NO BID
minimum order	
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	\$11.25
minimum order	12 quarts
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$29.00
minimum order	5 gallons
returnable	NO
Brand Bid	Perm-X 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	NO BID
minimum order	
returnable	
Brand Bid	
55 gallon container	\$24.42
minimum order	55 gallons
returnable	NO
Brand Bid	Perm-X 4-4
250 gallon container	
minimum order	
returnable	
Brand Bid	
275 gallon container	
minimum order	
returnable	
Brand Bid	
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	NO BID
minimum order	
returnable	
55 gallon container	NO BID
minimum order	
returnable	
275 gallon container	NO BID
minimum order	
returnable	

	Vendor Name: ↓
	Heritage
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
returnable	NO BID
2.5 gallon container	
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	
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	NO BID
minimum order	
55 gallon container	NO BID
minimum order	
275 gallon container	NO BID
minimum order	
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	NO BID
minimum order	

	Vendor Name: ↓
	Heritage
<b>Item #46: Dibrom (Naled), or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #47: Fyfanon EW (40.9% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
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: ↓
	<b>Heritage</b>
<b>Item #48: Vectobac WDG, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Bid Price</b>
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: ↓
	<b>Heritage</b>
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$53.50
Minimum order	5 gallons
Returnable	NO BID
Brand bid	Vectobac 12AS
30 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
264 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	NO BID
Minimum order	
Returnable	
Brand bid	
5 KG bag	NO BID
Minimum order	
Returnable	
Brand bid	
<b>Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$299.95
Minimum order	5 gallons
Returnable	NO
Brand bid	Aqua Perm-X UL 30-30
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: ↓
	Heritage
<b>Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #54: Summit Mosquito Dunks (Bti, 10.31%), price per dunk</b>	<b>Bid Price</b>
2 Pack	NO BID
Minimum order	
Returnable	
Brand bid	
6 pack	NO BID
Minimum order	
Returnable	
Brand bid	
12 Pack	NO BID
Minimum order	
Returnable	
Brand bid	
20 pack	NO BID
Minimum order	
Returnable	
Brand bid	

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2024-1146361

**Date Filed:**  
 04/15/2024

**Date Acknowledged:**  
 05/14/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Heritage Landscape Supply Group  
 Mckinney, 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.**  
 B24-048  
 Weed, Brush and 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.**     

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Nutrien Ag Solutions, Inc.												
Business Name (if different from legal name)													
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 16										
Federal ID# or S.S. #	04-3769161	SAM.gov Unique Entity ID #	ETC3YG6348B5										
SAM.gov CAGE/NCAGE													
Publicly Traded Business	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Ticker Symbol _____												
Remittance Address	P.O. Box 10												
City/State/Zip	Wall Lake, IA 51466												
Physical Address	13622 E. Hardy Road												
City/State/Zip	Houston, TX 77039												
Phone Number	832-328-4734												
E-mail	kevin.evans@nutrien.com      kevin.evans@nutrien.com												
Contact Person	Kevin Evans												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"> <thead> <tr> <th>Exp Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Exp Date	Exp Date								
Exp 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)	541620/8748      325320/2879												
Signature of Authorized Representative													
Printed Name	Tim Smith												
Title	Sr. Director												
Date	3/12/2024												

**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 24-048**

**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, March 19, 2024  
2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov)**

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

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

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, March 12, 2024 at 11:00 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 trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: NAS

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, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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](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: B24-048.
  - 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

Initials of Bidder: NAS

**Contract Sheet  
Bid 24-048**

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


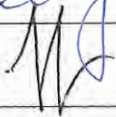
This memorandum of agreement made and entered into on the 14 day of May, 2024,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein  
by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court,  
and Nutrien Ag Solutions, 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 14 day of May, 2024.

By: 	Fort Bend County, Texas
By: 	County Judge, KP George
By: _____	Signature of Contractor
By: <u>Tim Smith, Sr. Director</u>	Printed Name and Title

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nutrien Ag Solutions, Inc	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input checked="" type="checkbox"/> C Corporation  <input type="checkbox"/> S Corporation  <input type="checkbox"/> Partnership  <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. 3005 Rocly Mountain Avenue	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code Loveland, CO 80538	
<b>7</b> 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.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
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 ▶

Date ▶ 01/01/2024

### 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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), ABL 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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

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 <sup>4</sup>
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

For this type of account:	Give name and EIN of:
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**

**(for Advertised Projects)**

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

Company Name submitting Bid/Proposal: Nutrien Ag Solutions, Inc.

Mailing Address: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

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

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

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

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

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

I certify that Nutrien Ag Solutions, Inc. 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:

Nutrien Ag Solutions, Inc.

(Company Contractor)

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

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

Contractor Signature

3/12/2024

Date

Tim Smith

Printed Name

Sr. Director

Title

**Fort Bend County Pricing Form**  
**Bid 24-048**  
**Term Contract for Purchase of Weed, Brush and Insect Control Chemicals**

**Term: April 1, 2024 through March 31, 2025**

<b>Herbicides</b>	<b>Vendor Name: ↓</b>
	<b>Nutrien Solutions</b>
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$10.99
minimum order	
returnable	
30 gallon container	\$10.50
minimum order	
returnable	
270 gallon container	\$10.25
minimum order	
returnable	
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$62.25
minimum order	
returnable	
5 gallon container	\$64.00
minimum order	
returnable	
15 gallon container	\$63.00
minimum order	
returnable	
30 gallon container	\$63.00
minimum order	
returnable	
250 gallon container	\$61.05
minimum order	
returnable	
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	\$26.45
minimum order	
12 pound container	\$26.45
minimum order	
25 pound container	\$26.45
minimum order	

	<b>Vendor Name: ↓</b>
	<b>Nutrien Solutions</b>
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	\$2.01
minimum order	
8 oz. container	\$2.01
minimum order	
16 oz. container	\$2.01
minimum order	
64 oz. container	\$2.01
minimum order	
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$42.00
minimum order	
returnable	
5 gallon container	\$44.00
minimum order	
returnable	
30 gallon container	\$40.00
minimum order	
returnable	
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	\$52.00
minimum order	
returnable	
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$12.65
minimum order	
returnable	
Brand Bid	GLYSTAR
5 gallon container	\$13.00
minimum order	
returnable	
Brand Bid	GLYSTAR
30 gallon container	\$12.20
minimum order	
returnable	
Brand Bid	GLYSTAR
275 gallon container	\$12.00

	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
minimum order	
returnable	
Brand Bid	GLYSTAR
265 gallon container	\$12.50
minimum order	
returnable	
Brand Bid	GLYSTAR
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$25.99
minimum order	
returnable	
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$329.00
minimum order	
returnable	
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$12.99
minimum order	
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	\$24.00
minimum order	
returnable	
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	AQUNEAT - 19.70
minimum order	RODEO DISCONTIUNED
returnable	
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$20.55
minimum order	
returnable	
30 gallon container	\$19.75
minimum order	
returnable	

	Vendor Name: ↓
	<b>Nutrien Solutions</b>
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$22.25
minimum order	
returnable	
2.5 gallon container	\$21.00
minimum order	
returnable	
30 gallon container	\$19.00
minimum order	
returnable	
Brand Bid	
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$8.99
minimum order	
returnable	
Brand Bid	EP90
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$63.00
minimum order	
returnable	
5 gallon container	\$63.00
minimum order	
returnable	
30 gallon container	\$63.00
minimum order	
returnable	
250 gallon container	\$63.00
minimum order	
returnable	
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	\$98.00
minimum order	
Brand Bid	Dow Opensight
1.25 pound container	\$98.00
minimum order	
Brand Bid	Dow Opensight
10 pound container	\$98.00
minimum order	
Brand Bid	Dow Opensight

	<b>Vendor Name: ↓</b>
	<b>Nutrien Solutions</b>
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	\$15.50
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	\$25.00
minimum order	
returnable	
30 gallon container	\$22.00
minimum order	
returnable	
<b>Item #20: Plateau,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$100.05
minimum order	
returnable	
<b>Item #21: Droplex Xtra, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	\$24.00
minimum order	
returnable	
<b>Item #22: Vastlan,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	\$105.00
30 gallon container	\$105.00
minimum order	
returnable	
<b>Item #23: Trycera Selective Herbicide, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	\$80.00
minimum order	
returnable	
265 gallon container	\$78.00
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>Nutrien Solutions</b>
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$606.03
minimum order	
returnable	
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$21.05
minimum order	
returnable	
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$20.05
minimum order	
returnable	
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$22.99
minimum order	
Brand Bid	
returnable	
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$343.04
minimum order	
20 gallon container	\$343.04
minimum order	
Brand Bid	Envu Method 240SL
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	\$9.69
minimum order	
Brand Bid	Envu Derigo
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	\$13.45
minimum order	
Brand Bid	Envu Telar XP

	Vendor Name: ↓
	<b>Nutrien Solutions</b>
<b>Item #31: EcoMIGHT</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	NO BID
minimum order	
2.5 gallon container	NO BID
minimum order	
55 gallon container	NO BID
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$11.95
minimum order	
returnable	
2.5 gallon container	\$11.95
minimum order	
returnable	
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$28.99
minimum order	
returnable	
<b>Item #34: Liberate by Loveland Products, Inc.,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	\$19.99
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$1,509.12
minimum order	
returnable	
2.5 gallon container	\$1,509.12
minimum order	
returnable	
<b>Item #36: TerraVue, No Subs</b>	<b>Bid Price</b>
<b>price per ounce</b>	
20 ounce container	6.50/oz
minimum order	
returnable	
10 pound case	104.00/lb
minimum order	
returnable	

<b>Insecticides</b>	<b>Vendor Name: ↓</b>
	<b>Nutrien Solutions</b>
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	NO BID
minimum order	
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220	NO BID
minimum order	
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	NO BID
minimum order	
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	NO BID
minimum order	
returnable	
55 gallon container	NO BID
minimum order	
returnable	
275 gallon container	NO BID
minimum order	
returnable	

	<b>Vendor Name: ↓</b>
	<b>Nutrien Solutions</b>
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
returnable	NO BID
2.5 gallon container	
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	
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	NO BID
minimum order	
55 gallon container	NO BID
minimum order	
275 gallon container	NO BID
minimum order	
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	NO BID
minimum order	

	<b>Vendor Name: ↓</b>
	<b>Nutrien Solutions</b>
<b>Item #46: Dibrom (Naled), or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #47: Fyfanon EW (40.9% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
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 Solutions
<b>Item #48: Vectobac WDG, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Bid Price</b>
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	

	<b>Vendor Name: ↓</b>
	<b>Nutrien Solutions</b>
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
30 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
264 gallon container	NO BID
Minimum order	
Returnable	
Brand bid	
<b>Item #51: Sumilary 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	NO BID
Minimum order	
Returnable	
Brand bid	
5 KG bag	NO BID
Minimum order	
Returnable	
Brand bid	
<b>Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	

	<b>Vendor Name: ↓</b>
	<b>Nutrien Solutions</b>
<b>Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #54: Summit Mosquito Dunks (Bti, 10.31%), price per dunk</b>	<b>Bid Price</b>
2 Pack	NO BID
Minimum order	
Returnable	
Brand bid	
6 pack	NO BID
Minimum order	
Returnable	
Brand bid	
12 Pack	NO BID
Minimum order	
Returnable	
Brand bid	
20 pack	NO BID
Minimum order	
Returnable	
Brand bid	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2024-1146350

**Date Filed:**  
 04/15/2024

**Date Acknowledged:**  
 05/14/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Nutrien Ag Solutions  
 Houston, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 B24-048  
 Herbicides

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.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Rentokil North America Inc.		
Business Name (if different from legal name)	Target Specialty Products		
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 50+ years
Federal ID # or S.S. #	23-1568350	SAM.gov Unique Entity ID #	S38BNW2EHUV3
SAM.gov CAGE / NCAGE	1GTH8		
Publicly Traded Business	___ No <u>Y</u> Yes Ticker Symbol <u>RTO</u>		
Remittance Address	P.O. BOX 14084		
City/State/Zip	READING, PA, 19612		
Physical Address	1225 Nort Post Oak Rd		
City/State/Zip	Houston, TX		
Phone Number	713-306-0566 - Chris	77055	
E-mail	Chris.Fredregill@Target-Specialty.com		
Contact Person	Chris Fredregill		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification #	<u>                    </u> <small>Cert Date</small>
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification #	<u>                    </u> <small>Exp Date</small>
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification #	<u>                    </u>
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification #	<u>                    </u>
Company's gross annual receipts	<\$500,000 <u>          </u>	\$500,000-\$4,999,999 <u>          </u>	
	\$5,000,000-\$16,999,999 <u>          </u>	\$17,000,000-\$22,399,999 <u>          </u>	>\$22,400,000 <u>  ✓  </u>
NAICs codes (Please enter all that apply)	424690, 424910		
Signature of Authorized Representative	<i>Kirsti Rodney</i>		
Printed Name	Kirsti Rodney		
Title	Vector Customer Service Representative		
Date	03/14/2024		

**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 24-048*

**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, March 19, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountvtx.gov](mailto:Melissa.Stavinoha@fortbendcountvtx.gov)

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

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

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a 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. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytx.gov](mailto:Melissa.Stavinoha@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, March 12, 2024 at 11:00 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:     KR

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: KR

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: KR

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: KR

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: KR

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: KR

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 trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

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

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with 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, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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](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: B24-048.
  - 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

**Contract Sheet  
Bid 24-048**

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

This memorandum of agreement made and entered into on the 14 day of May, 2024,  
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 14 day of May 2024.

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

By: Kirsti Rodney **Signature of Contractor**

By: Kirsti Rodney - Vector Customer Service Representative **Printed Name and Title**

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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**

6 City, state, and ZIP code

**Reading, PA 19612**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## 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.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	3	-	1	5	6	8	3	5	0

## Part II Certification

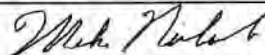
Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ▶



Date ▶ 01/01/2024

## 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](http://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 . . .
<ul style="list-style-type: none"> <li>▪ Corporation</li> </ul>	Corporation
<ul style="list-style-type: none"> <li>▪ Individual</li> <li>▪ Sole proprietorship, or</li> <li>▪ Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> <li>▪ LLC treated as a partnership for U.S. federal tax purposes,</li> <li>▪ LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>▪ 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.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> <li>▪ Partnership</li> </ul>	Partnership
<ul style="list-style-type: none"> <li>▪ Trust/estate</li> </ul>	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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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), ABLÉ 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 <sup>1</sup>
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 <sup>2</sup>
5. 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 <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
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 <sup>4</sup>
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

For this type of account:	Give name and EIN of:
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.



**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:

Rentokil North America Inc., dba Target Specialty Products

(Company/Contractor)

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

Kirsti Rodney  
Contractor Signature

03/14/2024

Date

Kirsti Rodney

Printed Name

Vector Customer Service Representative

Title

**Fort Bend County Pricing Form**  
**Bid 24-048**  
**Term Contract for Purchase of Weed, Brush and Insect Control Chemicals**

Term: April 1, 2024 through March 31, 2025

<b>Herbicides</b>	<b>Vendor Name: ↓</b>
	<b>Target Specialty Products</b>
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$15.98 / gallon
minimum order	2.5 gallons
returnable	No
30 gallon container	NO BID
minimum order	N/A
returnable	N/A
270 gallon container	NO BID
minimum order	N/A
returnable	N/A
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$75.52 / gallon
minimum order	2.5 gallons
returnable	No
5 gallon container	\$75.52 / 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
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	\$47.35 / 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
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	NO BID
minimum order	N/A
8 oz. container	\$2.97 / ounce
minimum order	8 ounces
16 oz. container	NO BID
minimum order	N/A
64 oz. container	NO BID
minimum order	N/A
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$76.90 / gallon
minimum order	2.5 gallons
returnable	No
5 gallon container	\$76.90 / gallon
minimum order	5 gallons
returnable	No
30 gallon container	NO BID
minimum order	N/A
returnable	N/A
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	\$49.26 / gallon
minimum order	2.5 gallons
returnable	No
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$17.60 / gallon
minimum order	2.5 gallons
returnable	No
Brand Bid	Ranger Pro
5 gallon container	\$17.60 / gallon
minimum order	5 gallons
returnable	No
Brand Bid	Ranger Pro
30 gallon container	\$16.90 / gallon
minimum order	30 gallons
returnable	No
Brand Bid	Ranger Pro
275 gallon container	NO BID

	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
minimum order	N/A
returnable	N/A
Brand Bid	N/A
265 gallon container	\$16.30 / gallon
minimum order	265 gallons
returnable	No
Brand Bid	Ranger Pro
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$38.88 / gallon
minimum order	2.5 gallons
returnable	No
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$329.00 / gallon
minimum order	2.5 gallons
returnable	No
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$19.40 / ounce
minimum order	20 ounces
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	NO BID
minimum order	N/A
returnable	N/A
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$30.96 / gallon
minimum order	2.5 gallons
returnable	No
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$24.64 / gallon
minimum order	2.5 gallons
returnable	No
30 gallon container	\$23.74 / gallon
minimum order	30 gallons
returnable	No

	Vendor Name: ↓
	Target Specialty Products
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
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
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
Brand Bid	N/A
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$66.60 / gallon
minimum order	2.5 gallons
returnable	No
5 gallon container	\$66.60 / gallon
minimum order	5 gallons
returnable	No
30 gallon container	NO BID
minimum order	N/A
returnable	N/A
250 gallon container	NO BID
minimum order	N/A
returnable	N/A
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	\$6.125 / ounce
minimum order	20 ounces
Brand Bid	Opensight
1.25 pound container	\$6.125 / ounce
minimum order	20 ounces / 1.25 lbs
Brand Bid	Opensight
10 pound container	NO BID
minimum order	N/A
Brand Bid	N/A

	Vendor Name: ↓
	Target Specialty Products
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
<b>Item #19: Hardball, 2,4-D Acid, No Subs price per gallon</b>	<b>Bid Price</b>
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
<b>Item #20: Plateau, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$136.90 / gallon
minimum order	2.5 gallons
returnable	No
<b>Item #21: Droplex Xtra, No Subs price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
<b>Item #22: Vastlan, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$105.00 / gallon
30 gallon container	NO BID
minimum order	2.5 gallons
returnable	No
<b>Item #23: Trycera Selective Herbicide, No Subs price per gallon</b>	<b>Bid Price</b>
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

	Vendor Name: ↓
	Target Specialty Products
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	N/A
returnable	N/A
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$30.96 / gallon
minimum order	2.5 gallons
Brand Bid	Roundup Custom
returnable	No
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$357.12 / gallon
minimum order	2.5 gallons
20 gallon container	NO BID
minimum order	N/A
Brand Bid	Method 240SL
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	\$9.69 / ounce
minimum order	60 ounces
Brand Bid	Derigo
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	\$20.32 / ounce
minimum order	8 ounces
Brand Bid	Telar XP

	<b>Vendor Name: ↓</b>
	<b>Target Specialty Products</b>
<b>Item #31: EcoMIGHT</b>	<b>Bid Price</b>
<b>price per gallon</b>	
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
<b>Item #32: 1% Solution, Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
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
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$38.36 / gallon
minimum order	2.5 gallons
returnable	No
<b>Item #34: Liberate by Loveland Products, Inc.,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	\$39.80 / gallon
minimum order	2.5 gallons
returnable	No
<b>Item #35: Esplanade, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$415.36 / quart
minimum order	1 quart / 32 ounces
returnable	No
2.5 gallon container	\$1,509.12 / gallon
minimum order	2.5 gallons
returnable	No
<b>Item #36: TerraVue, No Subs</b>	<b>Bid Price</b>
<b>price per ounce</b>	
20 ounce container	\$6.5625 / ounce
minimum order	70.4 ounces / 4.4 lbs
returnable	No
10 pound case	\$6.5625 / ounce
minimum order	70.4 ounces / 4.4 lbs
returnable	No

<b>Insecticides</b>	<b>Vendor Name: ↓</b>
	<b>Target Specialty Products</b>
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	\$536.00 / case
minimum order	1 case
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220	\$842.60 / case
minimum order	1 case
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	\$25.35 / quart
minimum order	1 quart
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$36.90 / gallon
minimum order	2.5 gallons
returnable	No
Brand Bid	Perm-X UL 4-4
5 gallon container	\$36.90 / 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	\$48.16 / gallon
minimum order	30 gallons
returnable	Yes
Brand Bid	Permanone RTU
55 gallon container	\$28.00 / 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	\$26.60 / gallon
minimum order	275 gallons
returnable	Yes
Brand Bid	Perm-X UL 4-4
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
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

	Vendor Name: ↓
	Target Specialty Products
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
returnable	No
2.5 gallon container	NO BID
minimum order	N/A
returnable	N/A
5 gallon container	\$250.00 / gallon
minimum order	5 gallons
returnable	No
30 gallon container	\$245.00 / gallon
minimum order	30 gallons
returnable	No
55 gallon container	\$230.00 / gallon
minimum order	55 gallons
returnable	No
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$277.50 / gallon
minimum order	2.5 gallons
returnable	No
Brand Bid	DeltaGard and Imperium
5 gallon container	\$277.50 / gallon
minimum order	5 gallons
returnable	No
Brand Bid	DeltaGard and Imperium
30 gallon container	\$270.50 / gallon
minimum order	30 gallons
returnable	Yes
Brand Bid	DeltaGard and Imperium
55 gallon container	NO BID
minimum order	N/A
returnable	N/A
Brand Bid	N/A
275 gallon container	\$268.50 / gallon
minimum order	250 gallons
returnable	Yes
Brand Bid	DeltaGard and Imperium
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
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
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	NO BID
minimum order	N/A

	Vendor Name: ↓
	Target Specialty Products
<b>Item #46: Dibrom (Naled), or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$277.50 / gallon
Minimum order	2.5 gallons
Returnable	NO BID
Brand bid	Imperium
5 gallon container	\$277.50 / gallon
Minimum order	5 gallons
Returnable	NO BID
Brand bid	Imperium
15 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
30 gallon container	\$270.50 / gallon
Minimum order	30 gallons
Returnable	Yes
Brand bid	Imperium
55 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
250 gallon container	\$268.50 / gallon
Minimum order	250 gallons
Returnable	Yes
Brand bid	Imperium
275 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
<b>Item #47: Fyfanon EW (40.9% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
5 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
15 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
30 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
55 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
250 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
275 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A

	Vendor Name: ↓
	Target Specialty Products
Item #48: Vectobac WDG, or equivalent, price per gallon	Bid Price
2.5 gallon container	\$26.50 / pound
Minimum order	25 pounds
Returnable	No
Brand bid	Fallout WDG
5 gallon container	\$26.50 / pound
Minimum order	25 pounds
Returnable	No
Brand bid	Fallout WDG
15 gallon container	\$26.50 / pound
Minimum order	25 pounds
Returnable	No
Brand bid	Fallout WDG
30 gallon container	\$26.50 / pound
Minimum order	25 pounds
Returnable	No
Brand bid	Fallout WDG
55 gallon container	\$26.50 / pound
Minimum order	25 pounds
Returnable	No
Brand bid	Fallout WDG
250 gallon container	\$26.50 / pound
Minimum order	25 pounds
Returnable	No
Brand bid	Fallout WDG
275 gallon container	\$26.50 / pound
Minimum order	25 pounds
Returnable	No
Brand bid	Fallout WDG
Item #49: Altosid Liquid SR-20, price per gallon	Bid Price
2.5 gallon container	\$1,048.20 / gallon
Minimum order	5 gallons
Returnable	No
Brand bid	Altosid Liquid Concentrate SR-20
5 gallon container	\$1,048.20 / gallon
Minimum order	5 gallons
Returnable	No
Brand bid	Altosid Liquid Concentrate SR-20
15 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
30 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
55 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
250 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
275 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A

	<b>Vendor Name: ↓</b>
	<b>Target Specialty Products</b>
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$34.30 / gallon
Minimum order	2.5 gallons
Returnable	No
Brand bid	Fallout LQ
30 gallon container	\$34.30 / gallon
Minimum order	30 gallons
Returnable	No
Brand bid	Fallout LQ
264 gallon container	\$34.30 / gallon
Minimum order	250 gallons
Returnable	No
Brand bid	Fallout LQ
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	\$64.61 / 1 kg bag (40 pouches)
Minimum order	1 kg bag (40 pouches)
Returnable	No
Brand bid	Sumilarv WSP
5 KG bag	\$233.20 / 5 kg bag
Minimum order	2 x 5kg bags (one case)
Returnable	No
Brand bid	Sumilarv 0.5G
<b>Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$130.00/gallon
Minimum order	2.5 gallons
Returnable	No
Brand bid	Aqua Perm-X UL 30-30
5 gallon container	\$130.00 / gallon
Minimum order	5 gallons
Returnable	No
Brand bid	Aqua Perm-X UL 30-30
15 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
30 gallon container	\$130.00 / gallon
Minimum order	30 gallons
Returnable	Yes
Brand bid	Aqua-Reslin
55 gallon container	\$124.00 / gallon
Minimum order	55 gallons
Returnable	Yes
Brand bid	Aqua Perm-X UL 30-30
250 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
275 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A

	Vendor Name: ↓
	Target Specialty Products
Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon	Bid Price
2.5 gallon container	\$142.00 / gallon
Minimum order	1 gallon
Returnable	No
Brand bid	Permanone 31-66
5 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
15 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
30 gallon container	\$140.00 / gallon
Minimum order	30 gallons
Returnable	Yes
Brand bid	Permanone 31-66
55 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
250 gallon container	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
275 gallon container	\$140.00 / gallon
Minimum order	275 gallons
Returnable	Yes
Brand bid	Permanone 31-66
Item #54: Summit Mosquito Dunks (Bti, 10.31%), price per dunk	Bid Price
2 Pack	\$5.32 / 2-pack
Minimum order	12 x 2-packs (one case)
Returnable	No
Brand bid	Summit Mosquito Dunks
6 pack	\$7.74 / 6-pack
Minimum order	12 x 6-packs (one case)
Returnable	No
Brand bid	Summit Mosquito Dunks
12 Pack	NO BID
Minimum order	N/A
Returnable	N/A
Brand bid	N/A
20 pack	\$19.00 / 20-pack
Minimum order	5 x 20-pack (one case)
Returnable	No
Brand bid	Summit Mosquito Dunks

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2024-1134745

**Date Filed:**  
03/14/2024

**Date Acknowledged:**  
05/14/2024

**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.**

B24-048  
Weed, Brush, & Insect Chemicals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gelting, Bruce	Reading, PA United States	X	
	Coyle, Jason	Reading, PA United States	X	
	Paulsen, Brad	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)



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	SiteOne Landsc...		
Business Name (if different from legal name)			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 23 yrs.
Federal ID # or S.S. #	36-4485550	SAM.gov Unique Entity ID #	29K7Y5KB5V78
SAM.gov CAGE / NCAGE	31SN5		
Publicly Traded Business	___ No <input checked="" type="checkbox"/> Yes Ticker Symbol ___		
Remittance Address	24110 NETWORK PLACE		
City/State/Zip	Chicago, IL 60673		
Physical Address	SiteOne Landscape Supply 1385 East 36th Street Cleveland, Ohio 44114		
City/State/Zip			
Phone Number	216-706-9250		
E-mail	bids@SiteOne.com		
Contact Person	Bids Department		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification #	<u>Cert Date</u>
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification #	<u>Exp Date</u>
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification #	
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification #	
Company's gross annual receipts	<\$500,000 ___	\$500,000-\$4,999,999 ___	
	\$5,000,000-\$16,999,999 ___	\$17,000,000-\$22,399,999 ___	>\$22,400,000 <input checked="" type="checkbox"/>
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name	Monique Potts		
Title	Sr. Bid Rep		
Date	3/18/24		

**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 24-048*

**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, March 19, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov)

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

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

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a 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.

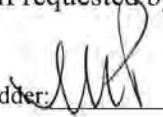
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort 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



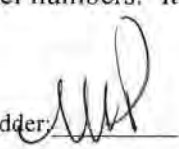
bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytx.gov](mailto:Melissa.Stavinoha@fortbendcountytx.gov). 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, March 12, 2024 at 11:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

Initials of Bidder: 

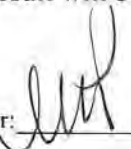
the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It

Initials of Bidder: 

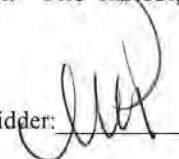
is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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

Initials of Bidder: 

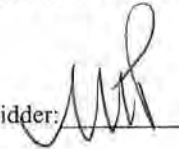
that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

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

Initials of Bidder: 

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

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

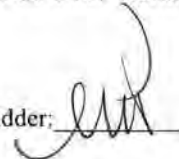
Initials of Bidder: 

name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first three (3) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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

## 2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: 

County.

2.7 Invoices and Payments:

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

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

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

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

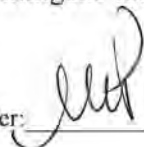
2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become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

2.10 Warranty/Price:

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

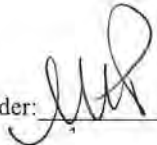
2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

Initials of Bidder:

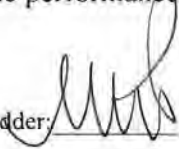


excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

Initials of Bidder: 

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

Initials of Bidder: 

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

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

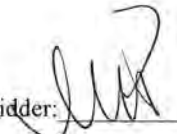
### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with all vendors meeting or exceeding specifications to provide Weed, Brush and Insect Control Chemicals as stated herein.

### **4.0 TERM OF CONTRACT:**

The term of this contract is **April 1, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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](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: B24-048.
  - 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.

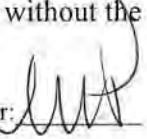
- 6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 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.

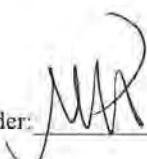
**12.0 VENDOR STATUS:**

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: 

**Contract Sheet  
Bid 24-048**

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

This memorandum of agreement made and entered into on the 14 day of May, 2024,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein  
by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court,  
and SiteOne Landscape Supply (hereinafter designated Contractor).  
(company name)

WITNESSETH:

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

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

Executed at Richmond, Texas this 14 day of May 2024.

Fort Bend County, Texas

By: KP George  
County Judge, KP George

By: Monique Potts  
Signature of Contractor

By: Monique Potts **Sr. Bid Rep**  
Printed Name and Title

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

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

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) ► **C**

**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.  
**1385 East 36th St**

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

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

			-			-			
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**or**

**Employer identification number**

3	6	-	4	4	8	5	5	5	0
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## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**    Signature of U.S. person ►     Date ► **3/18/24**

## 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](http://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 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3876).

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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>3</sup>  The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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 tax 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.: 24-048

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

Taxpayer Identification Number (T.I.N.): 36-4485550

Company Name submitting Bid/Proposal: SiteOne Landscape Supply

Mailing Address: 1385 East 36th Street  
Cleveland, Ohio 44114

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

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

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

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

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.  
\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?  
Yes  No  If yes, attach a separate page explaining the debt.

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

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

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

I certify that SiteOne Landscape Supply is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Roswell, GA.  
[City and State]

**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

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

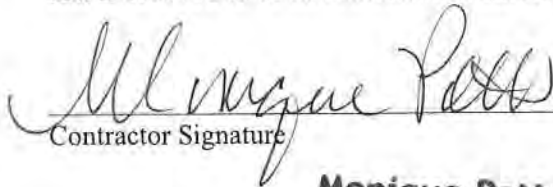
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels,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

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

**SiteOne Landscape Supply**

(Company/Contractor)

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

  
Contractor Signature

3/18/24  
Date

**Monique Potts**

Printed Name

**Sr. Bid Rep**

Title

Fort Bend County Pricing Form  
 Bid 24-048  
 Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2024 through March 31, 2025

<b>Herbicides</b>	Vendor Name: ↓ SiteOne Landscape Supply
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
30 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
270 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$88.00
minimum order	2.5 Gallon container
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	
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	NO BID
minimum order	NO BID
12 pound container	NO BID
minimum order	NO BID
25 pound container	NO BID
minimum order	NO BID

	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	NO BID
minimum order	NO BID
8 oz. container	NO BID
minimum order	NO BID
16 oz. container	NO BID
minimum order	NO BID
64 oz. container	NO BID
minimum order	
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$88.00
minimum order	1 Container
returnable	no
5 gallon container	
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	NO BID
2.5 gallon container	
minimum order	
returnable	
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$17.75
minimum order	1 2.5 Container
returnable	NO
Brand Bid	Ranger Pro
5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
30 gallon container	\$16.90
minimum order	1 30 gal container
returnable	NO
Brand Bid	Ranger Pro
275 gallon container	No bid

	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
265 gallon container	\$16.50
minimum order	1 tote
returnable	No
Brand Bid	Ranger Pro
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$38.00
minimum order	1 Container
returnable	no
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO Bid
minimum order	NO Bid
returnable	NO Bid
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	NO BID
minimum order	NO BID
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$25.00
minimum order	1 Container
returnable	NO
30 gallon container	\$23.50
minimum order	1 Container
returnable	no

	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
30 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
30 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
250 gallon container	NO BID
minimum order	NO BID
returnable	
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	NO BID
minimum order	NO BID
Brand Bid	NO BID
1.25 pound container	NO BID
minimum order	NO BID
Brand Bid	NO BID
10 pound container	NO BID
minimum order	NO BID
Brand Bid	

	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	NO BID
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
30 gallon container	NO BID
minimum order	NO BID
returnable	
<b>Item #20: Plateau,</b>	<b>Bid Price</b>
price per gallon	
1 gallon container	\$147.00
minimum order	1 container
returnable	NO
<b>Item #21: Droplex Xtra, No Subs</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #22: Vastlan,</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	NO BID
30 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #23: Trycera Selective Herbicide, No Subs</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
265 gallon container	NO BID
minimum order	NO BID
returnable	

	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	NO BID
Brand Bid	NO BID
returnable	NO BID
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	NO BID
20 gallon container	NO BID
minimum order	NO BID
Brand Bid	NO BID
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	NO BID
minimum order	NO BID
Brand Bid	NO BID
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	NO BID
minimum order	NO BID
Brand Bid	

	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #31: EcoMIGHT</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	NO BID
minimum order	NO BID
2.5 gallon container	NO BID
minimum order	NO BID
55 gallon container	NO BID
minimum order	NO BID
Brand Bid	NO BID
<b>Item #32: 1% Solution, Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #34: Liberate by Loveland Products, Inc.,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #35: Esplanade, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #36: TerraVue, No Subs</b>	<b>Bid Price</b>
<b>price per ounce</b>	
20 ounce container	NO BID
minimum order	NO BID
returnable	NO BID
10 pound case	NO BID
minimum order	NO BID
returnable	NO BID

<b>Insecticides</b>	<b>Vendor Name: ↓</b>
	<b>SiteOne Landscape Supply</b>
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	NO BID
minimum order	
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220	NO BID
minimum order	
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	NO BID
minimum order	
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No BID
minimum order	No BID
returnable	No BID
Brand Bid	No BID
5 gallon container	No BID
minimum order	No BID
returnable	No BID
Brand Bid	No BID
15 gallon container	No BID
minimum order	No BID
returnable	No BID
Brand Bid	No BID
30 gallon container	No BID
minimum order	No BID
returnable	No BID
Brand Bid	No BID
55 gallon container	No BID
minimum order	No BID
returnable	No BID
Brand Bid	No BID
250 gallon container	No BID
minimum order	No BID
returnable	No BID
Brand Bid	No BID
275 gallon container	No BID
minimum order	No BID
returnable	No BID
Brand Bid	No BID
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
55 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
275 gallon container	NO BID
minimum order	NO BID
returnable	

	Vendor Name: ↓ SiteOne Landscape Supply
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
returnable	NO BID
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
30 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
55 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
30 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
55 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
275 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	NO BID
minimum order	NO BID
55 gallon container	NO BID
minimum order	NO BID
275 gallon container	NO BID
minimum order	NO BID
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	NO BID
minimum order	

	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #46: Dibrom (Naled), or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
5 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
15 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
30 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
55 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
250 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
275 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
<b>Item #47: Fyfanon EW (40.9% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
Minimum order	
Returnable	
Brand bid	
5 gallon container	
Minimum order	
Returnable	
Brand bid	
15 gallon container	
Minimum order	
Returnable	
Brand bid	
30 gallon container	
Minimum order	
Returnable	
Brand bid	
55 gallon container	
Minimum order	
Returnable	
Brand bid	
250 gallon container	
Minimum order	
Returnable	
Brand bid	
275 gallon container	
Minimum order	
Returnable	
Brand bid	

	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #48: Vectobac WDG, or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
5 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
15 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
30 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
55 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
250 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
275 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
5 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
15 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
30 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
55 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
250 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
275 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID

	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
30 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
264 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
<b>Item #51: Sumilary 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
5 KG bag	NO BID
Minimum order	
Returnable	
Brand bid	
<b>Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
5 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
15 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
30 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
55 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
250 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
275 gallon container	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID

	Vendor Name: ↓
	SiteOne Landscape Supply
Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon	Bid Price
2.5 gallon container	No BID
Minimum order	No BID
Returnable	No BID
Brand bid	No BID
5 gallon container	No BID
Minimum order	No BID
Returnable	No BID
Brand bid	No BID
15 gallon container	No BID
Minimum order	No BID
Returnable	No BID
Brand bid	No BID
30 gallon container	No BID
Minimum order	No BID
Returnable	No BID
Brand bid	No BID
55 gallon container	No BID
Minimum order	No BID
Returnable	No BID
Brand bid	No BID
250 gallon container	No BID
Minimum order	No BID
Returnable	No BID
Brand bid	No BID
275 gallon container	No BID
Minimum order	No BID
Returnable	No BID
Brand bid	No BID
Item #54:Summit Mosquito Dunks (Bti, 10.31%), price per dunk	Bid Price
2 Pack	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
6 pack	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
12 Pack	NO BID
Minimum order	NO BID
Returnable	NO BID
Brand bid	NO BID
20 pack	\$0.80
Minimum order	Pack of 20
Returnable	
Brand bid	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 SiteOne Landscape Supply, LLC  
 Cleveland, OH United States

**Certificate Number:**  
 2024-1146362

**Date Filed:**  
 04/15/2024

**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

**Date Acknowledged:**  
 05/14/2024

**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.**  
 24-048  
 Weed, Brush and Insect Control 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.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	<b>ES OPCO USA LLC</b>		
Business Name (if different from legal name)	<b>Veseris</b>		
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? >=100, with name changes
Federal ID # or S.S. #	<b>84-3689531</b>	SAM.gov Unique Entity ID #	<b>PU8JGZBV9L89</b>
SAM.gov CAGE / NCAGE	<b>8J7G2</b>		
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	<b>P.O. Box 7410137</b>		
City/State/Zip	<b>Chicago, IL 60674-0137</b>		
Physical Address	<b>10800 Pecan Park Blvd #300</b>		
City/State/Zip	<b>Austin, TX 78750</b>		
Phone Number	<b>713-203-0436</b>		
E-mail	<b>keith.haas@veseris.com</b>		
Contact Person	<b>Keith L. Haas</b>		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	<b>Certification #</b> _____	<u>Cert Date</u> _____
	SBE-Small Business Enterprise <input type="checkbox"/>	<b>Certification #</b> _____	<u>Exp Date</u> _____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	<b>Certification #</b> _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	<b>Certification #</b> _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 <input type="checkbox"/> <small>ESOPCOU</small>	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/>
NAICs codes (Please enter all that apply)	<b>42469</b>		
Signature of Authorized Representative	<i>Keith L. Haas</i>		
Printed Name	<b>Keith L. Haas</b>		
Title	<b>Public Health Specialist</b>		
Date	<b>14 March 2024</b>		

**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 24-048*

**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, March 19, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountytx.gov](mailto:Melissa.Stavinoha@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.

**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. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, March 12, 2024 at 11:00 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 trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even 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, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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](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: B24-048.
  - 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 24-048**

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

This memorandum of agreement made and entered into on the 14 day of May, 2024,  
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 Veseris (hereinafter designated Contractor).  
(company name)

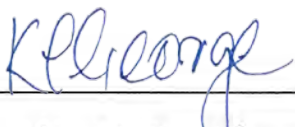
WITNESSETH:


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 14 day of May 2024.

Fort Bend County, Texas

By:   
County Judge, KP George

By:   
Signature of Contractor

By: Keith L. Haas, Public Health Specialist  
Printed Name and Title

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ES OPCO USA LLC</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>Veseris</b>	
<b>3</b> 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.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>10800 Pecan Park Blvd #300</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Austin, TX 78750</b>	
<b>7</b> 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													
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or													
Employer identification number													
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8	4	-	3	6	8	9	5	3	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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>1/16/23</b>
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## 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](http://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.*



**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:

**Veseris**

(Company/Contractor)

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

*Keith L. Haas*

Contractor Signature

14 March 2024

Date

**Keith L. Haas**

Printed Name

**Public Health Specialist**

Title

Fort Bend County Pricing Form  
 Bid 24-048  
 Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2024 through March 31, 2025

Herbicides	Vendor Name: ↓
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Veseris</b>
	<b>Bid Price</b>
2.5 gallon container	No bid
minimum order	No bid
returnable	No bid
30 gallon container	No bid
minimum order	No bid
returnable	No bid
270 gallon container	No bid
minimum order	No bid
returnable	No bid
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	No Bid
returnable	No Bid
5 gallon container	No Bid
minimum order	No Bid
returnable	No Bid
15 gallon container	No Bid
minimum order	No Bid
returnable	No Bid
30 gallon container	No Bid
minimum order	No Bid
returnable	No Bid
250 gallon container	No Bid
minimum order	No Bid
returnable	No Bid
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	No Bid
minimum order	
12 pound container	No Bid
minimum order	
25 pound container	No Bid
minimum order	

	Vendor Name: ↓
	Veseris
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
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	
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$80.00
minimum order	2 containers
returnable	no
5 gallon container	No bid
minimum order	No bid
returnable	No bid
30 gallon container	No bid
minimum order	No bid
returnable	No bid
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	\$90.23
minimum order	2 containers
returnable	no
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$25.22
minimum order	2 containers
returnable	no
Brand Bid	Ranger Pro
5 gallon container	No bid
minimum order	No bid
returnable	No bid
Brand Bid	No bid
30 gallon container	\$20.67
minimum order	\$1.00
returnable	No
Brand Bid	Ranger Pro
275 gallon container	No bid

	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
minimum order	No bid
returnable	No bid
Brand Bid	No bid
265 gallon container	No bid
minimum order	No bid
returnable	No bid
Brand Bid	No bid
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$48.00
minimum order	2 containers
returnable	no
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
minimum order	No bid
returnable	No bid
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$21.11
minimum order	10 Bottles
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	No bid
minimum order	
returnable	
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
minimum order	
returnable	
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$39.14
minimum order	2 containers
returnable	no
30 gallon container	No bid
minimum order	No bid
returnable	No bid

	Vendor Name: ↓
	Veseris
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
minimum order	
returnable	
Brand Bid	
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
minimum order	
returnable	NO bid
5 gallon container	
minimum order	
returnable	
30 gallon container	No bid
minimum order	
returnable	
250 gallon container	No bid
minimum order	
returnable	
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
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	

	Vendor Name: ↓
	Veseris
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	No bid
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	No bid
minimum order	
returnable	
30 gallon container	No bid
minimum order	
returnable	
<b>Item #20: Plateau,</b>	<b>Bid Price</b>
price per gallon	
1 gallon container	\$170.00
minimum order	2 containers
returnable	no
<b>Item #21: Droplex Xtra, No Subs</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	No bid
minimum order	
returnable	
<b>Item #22: Vastlan,</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	No bid
30 gallon container	No bid
minimum order	
returnable	
<b>Item #23: Trycera Selective Herbicide, No Subs</b>	<b>Bid Price</b>
price per gallon	
2.5 gallon container	No bid
minimum order	
returnable	
265 gallon container	No bid
minimum order	
returnable	

	Vendor Name: ↓
	Veseris
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	No bid
minimum order	
returnable	
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
minimum order	
returnable	
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
minimum order	
returnable	
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$40.00
minimum order	2 containers
Brand Bid	RoundUp Custom
returnable	no
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$440.00
minimum order	2 containers
20 gallon container	No bid
minimum order	No bid
Brand Bid	Method 240SL
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	No bid
minimum order	
Brand Bid	
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	No bid
minimum order	
Brand Bid	

	Vendor Name: ↓
	Veseris
<b>Item #31: EcoMIGHT</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	No bid
minimum order	
2.5 gallon container	No bid
minimum order	
55 gallon container	No bid
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	No bid
minimum order	
returnable	
2.5 gallon container	No bid
minimum order	
returnable	
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	No bid
minimum order	
returnable	
<b>Item #34: Liberate by Loveland Products, Inc.,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	No bid
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	No bid
minimum order	No bid
returnable	No bid
2.5 gallon container	\$1,820.43
minimum order	1 container
returnable	no
<b>Item #36: TerraVue, No Subs</b>	<b>Bid Price</b>
<b>price per ounce</b>	
20 ounce container	No bid
minimum order	
returnable	
10 pound case	No bid
minimum order	
returnable	

<b>Insecticides</b>	<b>Vendor Name: ↓</b>
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Veseris</b>
1 case/400 minimum order	<b>Bid Price</b> \$536.00 1 case
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220 minimum order	\$842.60 1 case
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container minimum order	No bid
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container minimum order returnable	\$27.27 2 units No
Brand Bid	Kontrol 4-4
5 gallon container minimum order returnable	No bid No bid No bid
Brand Bid	No bid
15 gallon container minimum order returnable	No bid No bid No bid
Brand Bid	No bid
30 gallon container minimum order returnable	\$27.27 1 unit No
Brand Bid	Kontrol 4-4
55 gallon container minimum order returnable	\$27.27 1 unit No
Brand Bid	Kontrol 4-4
250 gallon container minimum order returnable	No bid No bid No bid
Brand Bid	No bid
275 gallon container minimum order returnable	\$27.27 1 unit Yes
Brand Bid	Kontrol 4-4
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container minimum order returnable	No bid No bid No bid
55 gallon container minimum order returnable	No bid No bid No bid
275 gallon container minimum order returnable	No bid No bid No bid

	Vendor Name: ↓
	<b>Veseris</b>
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
returnable	No bid
2.5 gallon container	No bid
minimum order	No bid
returnable	No bid
5 gallon container	\$218.96
minimum order	1 unit
returnable	No
30 gallon container	\$218.96
minimum order	1 unit
returnable	No
55 gallon container	\$211.47
minimum order	1 unit
returnable	No
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$98.14
minimum order	2 units
returnable	No
Brand Bid	Zenivex E4
5 gallon container	No bid
minimum order	No bid
returnable	No bid
Brand Bid	No bid
30 gallon container	\$95.04
minimum order	1 unit
returnable	Yes
Brand Bid	Zenivex E4
55 gallon container	No bid
minimum order	No bid
returnable	No bid
Brand Bid	No bid
275 gallon container	\$88.50
minimum order	1 unit
returnable	Yes
Brand Bid	Zenivex E4
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	No bid
minimum order	No bid
55 gallon container	No bid
minimum order	No bid
275 gallon container	No bid
minimum order	No bid
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	No bid
minimum order	No bid

	Vendor Name: ↓
	Veseris
<b>Item #46: Dibrom (Naled), or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$90.00
Minimum order	2 units
Returnable	No
Brand bid	Fyfanon ULV
5 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
15 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
30 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
55 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
250 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
275 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
<b>Item #47: Fyfanon EW (40.9% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
5 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
15 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
30 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
55 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
250 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
275 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid

	Vendor Name: ↓
	<b>Veseris</b>
<b>Item #48: Vectobac WDG, or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
5 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
15 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
30 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
55 gallon container	\$36.23
Minimum order	1 unit
Returnable	No
Brand bid	AquaBac WDG 3000
250 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
275 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$1,048.20
Minimum order	2 units
Returnable	No
Brand bid	Altosid Liquid SR-20
5 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
15 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
30 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
55 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
250 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
275 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid

	Vendor Name: ↓
	Veseris
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$46.15
Minimum order	2 units
Returnable	No
Brand bid	AquaBac XT
30 gallon container	\$46.15
Minimum order	1 unit
Returnable	No
Brand bid	AquaBac XT
264 gallon container	\$46.15
Minimum order	1 unit ( 250 gals)
Returnable	No
Brand bid	AquaBac XT
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	\$64.61
Minimum order	1 unit
Returnable	No
Brand bid	Sumilarv 0.5 WSP
5 KG bag	\$233.20
Minimum order	1 unit
Returnable	No
Brand bid	Sumilarv 0.5 g
<b>Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$139.23
Minimum order	2 unit
Returnable	No
Brand bid	AquaPerm-X UL or Aqua Kontrol
5 gallon container	No bid
Minimum order	No bid
Returnable	No
Brand bid	No bid
15 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
30 gallon container	\$139.23
Minimum order	1 unit
Returnable	No
Brand bid	Aqua Kontrol
55 gallon container	\$139.23
Minimum order	1 unit
Returnable	No
Brand bid	Aqua Perm-X UL
250 gallon container	No Bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
275 gallon container	\$139.23
Minimum order	1 unit
Returnable	Yes
Brand bid	Aqua Kontrol (special request)

	Vendor Name: ↓
	Veseris
<b>Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$149.96
Minimum order	2 units
Returnable	No
Brand bid	Kontrol 31-67
5 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
15 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
30 gallon container	\$149.96
Minimum order	1 unit
Returnable	No
Brand bid	Kontrol 31-67orPerm-X UL 31-66
55 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
250 gallon container	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
275 gallon container	\$149.96
Minimum order	1 unit
Returnable	No
Brand bid	Perm-X UL 31-66
<b>Item #54: Summit Mosquito Dunks (Bti, 10.31%), price per dunk</b>	<b>Bid Price</b>
2 Pack	\$5.15
Minimum order	12 units
Returnable	no
Brand bid	Summit
6 pack	\$8.19
Minimum order	12 units
Returnable	no
Brand bid	Summit
12 Pack	No bid
Minimum order	No bid
Returnable	No bid
Brand bid	No bid
20 pack	\$20.00
Minimum order	5 units
Returnable	No
Brand bid	AMVAC

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Veseris  
Houston, TX United States

**Certificate Number:**  
2024-1146310

**Date Filed:**  
04/14/2024

**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

**Date Acknowledged:**  
05/14/2024

**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.**  
B24-048  
Weed, Brush, & Insect Chemicals.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Haas, Keith	Houston, TX United States		X
	Gibbs, Doug	Houston, TX United States		X
	Walker , Chris	Houston, TX United States		X

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Asplundh Tree Expert LLC												
Business Name (if different from legal name)	VM Distribution Partners (A Division of Asplundh Tree Expert LLC)												
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 95 yrs										
Federal ID # or S.S. #	23-1277550	SAM.gov Unique Entity ID #											
SAM.gov CAGE / NCAGE													
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	PO Box 532729												
City/State/Zip	Atlanta, GA 30353-2729												
Physical Address	805 Decatur St												
City/State/Zip	Newton, MS 39345												
Phone Number	601-683-6466												
E-mail	orders@vmdistributionpartners.com												
Contact Person	Bryce Davidson												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
Cert Date	Exp Date												
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_____	_____												
_____	_____												
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	\$5,000,000-\$16,999,999 _____										
		\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/> _____										
NAICs codes (Please enter all that apply)	42490												
Signature of Authorized Representative													
Printed Name	Will McMillan												
Title	President												
Date	3/14/2024												

**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 24-048*

**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, March 19, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 24-048  
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:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov)

**Vendor Responsibilities:**

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

**1.0 GENERAL REQUIREMENTS:**

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

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytx.gov](mailto:Melissa.Stavinoha@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, March 12, 2024 at 11:00 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: MD

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: BD

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: BD

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: BD

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: BD

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: BJ

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: BD

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.

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

Initials of Bidder: BD

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, 2024 through March 31, 2025** renewable annually for four (4) years (through March 31, 2029) 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.

**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](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: B24-048.
  - 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

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

**Contract Sheet  
Bid 24-048**

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

This memorandum of agreement made and entered into on the 14 day of May, 2024,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein  
by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court,  
and VM Distribution Partners (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 14 day of May 2024.

**Fort Bend County, Texas**

By: KP George  
County Judge, KP George

By: Will McMillan  
Signature of Contractor

By: Will McMillan, President  
Printed Name and Title

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**

**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): 23-1277550

Company Name submitting Bid/Proposal: VM Distribution Partners

Mailing Address: 805 Decatur St. Newton, MS 39345

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

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

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

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

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

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

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

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

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

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

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

**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

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

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

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

VM Distribution Partners  
(Company/Contractor)

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

Will McMillan  
Contractor Signature

3/14/2024  
Date

Will McMillan  
Printed Name

President  
Title

Fort Bend County Pricing Form  
 Bid 24-048  
 Term Contract for Purchase of Weed, Brush and Insect Control Chemicals

Term: April 1, 2024 through March 31, 2025

Herbicides	Vendor Name: ↓ VM Distribution Partners
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$14.00
minimum order	50 Gal
returnable	No
30 gallon container	\$13.50
minimum order	120 gal
returnable	No
270 gallon container	\$13.00
minimum order	270 gal
returnable	No
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$65.00
minimum order	25 Gal
returnable	No
5 gallon container	NB
minimum order	
returnable	
15 gallon container	NB
minimum order	
returnable	
30 gallon container	\$64.50
minimum order	120 gal
returnable	No
250 gallon container	NB
minimum order	
returnable	
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	\$30.00
minimum order	64 lb
12 pound container	\$30.00
minimum order	48 lb
25 pound container	NB
minimum order	

	Vendor Name: ↓
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	NB
minimum order	
8 oz. container	\$2.95
minimum order	64 oz
16 oz. container	\$2.90
minimum order	128 oz
64 oz. container	NB
minimum order	
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$62.00
minimum order	100 gal
returnable	No
5 gallon container	NB
minimum order	
returnable	
30 gallon container	\$62.00
minimum order	120 gal
returnable	No
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	\$76.75
minimum order	50 gal
returnable	No
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$14.50
minimum order	50 Gal
returnable	No
Brand Bid	Gly Star Plus
5 gallon container	NB
minimum order	
returnable	
Brand Bid	
30 gallon container	\$15.50
minimum order	150 gal
returnable	No
Brand Bid	Gly Star Plus
275 gallon container	NB

	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
minimum order	
returnable	
Brand Bid	
265 gallon container	\$15.25
minimum order	265 Gal
returnable	No
Brand Bid	Gly Star Plus
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$325.00
minimum order	5 gal
returnable	No
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$14.00
minimum order	20 oz
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	NB
minimum order	
returnable	
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$20.00
minimum order	100 Gal
returnable	No
30 gallon container	\$19.50
minimum order	120 gal
returnable	No

	Vendor Name: ↓
	VM Distribution Partners
<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NB
minimum order	
returnable	
2.5 gallon container	NB
minimum order	
returnable	
30 gallon container	NB
minimum order	
returnable	
Brand Bid	
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
Brand Bid	
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$72.00
minimum order	25 Gal
returnable	No
5 gallon container	NB
minimum order	
returnable	
30 gallon container	\$72.00
minimum order	120 Gal
returnable	No
250 gallon container	NB
minimum order	
returnable	
<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	\$6.13
minimum order	7.5 lb or 120 oz
Brand Bid	Opensight
1.25 pound container	\$6.13
minimum order	7.5 Lb or 120 oz
Brand Bid	Opensight
10 pound container	\$6.13
minimum order	10 Lb
Brand Bid	Opensight

	Vendor Name: ↓
	VM Distribution Partners
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NB
minimum order	
returnable	
30 gallon container	NB
minimum order	
returnable	
<b>Item #20: Plateau,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$119.00
minimum order	4 gal
returnable	No
<b>Item #21: Droplex Xtra, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #22: Vastlan,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	\$102.00
30 gallon container	\$102.00
minimum order	60 Gal
returnable	No
<b>Item #23: Trycera Selective Herbicide, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	NB
minimum order	
returnable	
265 gallon container	NB
minimum order	
returnable	

	Vendor Name: ↓
	VM Distribution Partners
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NB
minimum order	
returnable	
<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$26.00
minimum order	50 gal
Brand Bid	Roundup Custom
returnable	No
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$357.12
minimum order	2.5 Gal
20 gallon container	NB
minimum order	
Brand Bid	Method 240SL
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	\$9.69
minimum order	60 oz
Brand Bid	Derigo
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	\$13.50
minimum order	64 oz
Brand Bid	Telar

	Vendor Name: ↓
	<b>VM Distribution Partners</b>
<b>Item #31: EcoMIGHT price per gallon</b>	<b>Bid Price</b>
1 gallon container	NB
minimum order	
2.5 gallon container	NB
minimum order	
55 gallon container	NB
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NB
minimum order	
returnable	
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon</b>	<b>Bid Price</b>
1 gallon container	NB
minimum order	
returnable	
<b>Item #34: Liberate by Loveland Products, Inc., price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs price per gallon</b>	<b>Bid Price</b>
1 gallon container	NB
minimum order	
returnable	
2.5 gallon container	\$1,509.12
minimum order	2.5 Gal
returnable	No
<b>Item #36: TerraVue, No Subs price per ounce</b>	<b>Bid Price</b>
20 ounce container	NB
minimum order	
returnable	
10 pound case	\$6.50
minimum order	20 lb
returnable	No

Insecticides	Vendor Name: ↓
	VM Distribution Partners
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	NB
minimum order	
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per carton</b>	<b>Bid Price</b>
1 case/220	NB
minimum order	
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	NB
minimum order	
<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
Brand Bid	
5 gallon container	NB
minimum order	
returnable	
Brand Bid	
15 gallon container	NB
minimum order	
returnable	
Brand Bid	
30 gallon container	NB
minimum order	
returnable	
Brand Bid	
55 gallon container	NB
minimum order	
returnable	
Brand Bid	
250 gallon container	NB
minimum order	
returnable	
Brand Bid	
275 gallon container	NB
minimum order	
returnable	
Brand Bid	
<b>Item #41: Mosquitomist One ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	NB
minimum order	
returnable	
55 gallon container	NB
minimum order	
returnable	
275 gallon container	NB
minimum order	
returnable	

	Vendor Name: ↓
	<b>VM Distribution Partners</b>
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
returnable	
2.5 gallon container	NB
minimum order	
returnable	
5 gallon container	NB
minimum order	
returnable	
30 gallon container	NB
minimum order	
returnable	
55 gallon container	NB
minimum order	
returnable	
<b>Item #43 Duet by Clarke Mosquito Control, or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
Brand Bid	
5 gallon container	NB
minimum order	
returnable	
Brand Bid	
30 gallon container	NB
minimum order	
returnable	
Brand Bid	
55 gallon container	NB
minimum order	
returnable	
Brand Bid	
275 gallon container	NB
minimum order	
returnable	
Brand Bid	
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	NB
minimum order	
55 gallon container	NB
minimum order	
275 gallon container	NB
minimum order	
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet case	NB
minimum order	

	Vendor Name: ↓
	VM Distribution Partners
<b>Item #46: Dibrom (Naled), or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
15 gallon container	NB
Minimum order	
Returnable	
Brand bid	
30 gallon container	NB
Minimum order	
Returnable	
Brand bid	
55 gallon container	NB
Minimum order	
Returnable	
Brand bid	
250 gallon container	NB
Minimum order	
Returnable	
Brand bid	
275 gallon container	NB
Minimum order	
Returnable	
Brand bid	
<b>Item #47: Fyfanon EW (40.9% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
15 gallon container	NB
Minimum order	
Returnable	
Brand bid	
30 gallon container	NB
Minimum order	
Returnable	
Brand bid	
55 gallon container	NB
Minimum order	
Returnable	
Brand bid	
250 gallon container	NB
Minimum order	
Returnable	
Brand bid	
275 gallon container	NB
Minimum order	
Returnable	
Brand bid	

	Vendor Name: ↓
	VM Distribution Partners
Item #48: Vectobac WDG, or equivalent, price per gallon	Bid Price
2.5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
15 gallon container	NB
Minimum order	
Returnable	
Brand bid	
30 gallon container	NB
Minimum order	
Returnable	
Brand bid	
55 gallon container	NB
Minimum order	
Returnable	
Brand bid	
250 gallon container	NB
Minimum order	
Returnable	
Brand bid	
275 gallon container	NB
Minimum order	
Returnable	
Brand bid	
Item #49: Altosid Liquid SR-20, price per gallon	Bid Price
2.5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
15 gallon container	NB
Minimum order	
Returnable	
Brand bid	
30 gallon container	NB
Minimum order	
Returnable	
Brand bid	
55 gallon container	NB
Minimum order	
Returnable	
Brand bid	
250 gallon container	NB
Minimum order	
Returnable	
Brand bid	
275 gallon container	NB
Minimum order	
Returnable	
Brand bid	

	Vendor Name: ↓
	VM Distribution Partners
Item #50: Vectobac 12AS or equivalent, price per gallon	Bid Price
2.5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
30 gallon container	NB
Minimum order	
Returnable	
Brand bid	
264 gallon container	NB
Minimum order	
Returnable	
Brand bid	
Item #51: Sumilarv 0.5G WSP or equivalent, price per bag	Bid Price
1 KG bag	NB
Minimum order	
Returnable	
Brand bid	
5 KG bag	NB
Minimum order	
Returnable	
Brand bid	
Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide) or equivalent, price per gallon	Bid Price
2.5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
15 gallon container	NB
Minimum order	
Returnable	
Brand bid	
30 gallon container	NB
Minimum order	
Returnable	
Brand bid	
55 gallon container	NB
Minimum order	
Returnable	
Brand bid	
250 gallon container	NB
Minimum order	
Returnable	
Brand bid	
275 gallon container	NB
Minimum order	
Returnable	
Brand bid	

	Vendor Name: ↓
	VM Distribution Partners
<b>Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
5 gallon container	NB
Minimum order	
Returnable	
Brand bid	
15 gallon container	NB
Minimum order	
Returnable	
Brand bid	
30 gallon container	NB
Minimum order	
Returnable	
Brand bid	
55 gallon container	NB
Minimum order	
Returnable	
Brand bid	
250 gallon container	NB
Minimum order	
Returnable	
Brand bid	
275 gallon container	NB
Minimum order	
Returnable	
Brand bid	
<b>Item #54: Summit Mosquito Dunks (Bti, 10.31%), price per dunk</b>	<b>Bid Price</b>
2 Pack	NB
Minimum order	
Returnable	
Brand bid	
6 pack	NB
Minimum order	
Returnable	
Brand bid	
12 Pack	NB
Minimum order	
Returnable	
Brand bid	
20 pack	NB
Minimum order	
Returnable	
Brand bid	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2024-1148905

Date Filed:  
 04/18/2024

Date Acknowledged:  
 05/14/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 VM Distribution Partners  
 Newton, MS United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 B24-048  
 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.**

**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)