

**Fort Bend County Tabulation**  
**Bid 25-046**  
**Term Contract for Purchase of Weed, Brush and Insect Control Chemicals**

**Term: April 1, 2025 through March 31, 2026**

**Recommendation: 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>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	8879	No Bid	\$18.45	\$15.55	\$16.60	No Bid	\$20.00	No Bid
minimum order			5 gals	2.5 gal	2.5 gal.		50 Gal	
returnable			No	No	No		No	
30 gallon container	8880	No Bid	\$17.35	\$15.25	\$16.40	No Bid	\$19.50	No Bid
minimum order			30 gals	30 gal	30 gal.		120 Gal	
returnable			No	No	No		No	
270 gallon container	10041	No Bid	\$16.80	\$15.00	\$16.30	No Bid	\$19.00	No Bid
minimum order			265 gals	270 gal	265 gal.		270 Gal	
returnable			Yes	No	No		No	

<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	8903	No Bid	\$56.45	\$56.50	\$44.68	\$87.85	\$65.00	No Bid
minimum order			5 gals	2.5 gal	2.5 gal.	1 container	25 Gal	
returnable			No	No	No		No	
5 gallon container	9678	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
15 gallon container	8904	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
30 gallon container	9679	No Bid	\$56.45	\$56.50	\$44.30	No Bid	\$64.50	No Bid
minimum order			30 gals	30 gal	30 gal.			
returnable			No	No	No			
250 gallon container	9680	No Bid	\$56.00	\$54.50	No Bid	No Bid	No Bid	No Bid
minimum order			265 gals	270 gal				
returnable			Yes	No				



<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
4 pound container	8910	No Bid	\$26.75	\$25.48	\$24.44	No Bid	\$29.90	No Bid
minimum order			4 pound	4 pounds	4 pound jug		64 Lbs	
12 pound container	8911	No Bid	No Bid	\$25.48	\$24.44	No Bid	\$29.90	No Bid
minimum order				12 pounds	12 pound jug		48 Lbs	
25 pound container	9682	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								

<b>Item #4: Escort, price per Ounce</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
1 oz. container	8920	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
8 oz. container	9683	No Bid	\$1.85	\$1.85	\$1.89	No Bid	\$3.32	No Bid
minimum order			8 containers	8 oz	8 oz. Bottle		64 oz	
16 oz. container	8921	No Bid	\$1.85	\$1.85	\$1.89	No Bid	\$3.32	No Bid
minimum order			8 containers	16 oz	16 oz. Bottle		128 oz	
64 oz. container	9684	No Bid	\$1.85	\$1.85	\$1.87	No Bid	No Bid	No Bid
minimum order			8 containers	64 oz	64 oz Botttle			

<b>Item #5: Garlon 3A, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	8930	No Bid	\$51.35	\$36.55	\$48.04	\$92.00	\$59.00	\$79.86
minimum order			5 gals	2.5 gal	2.5 gal.	1 container	100 Gal	2 Jugs
returnable			No	No	No	No	No	NA
5 gallon container	8931	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
30 gallon container	8932	No Bid	\$51.35	\$36.55	\$48.04	No Bid	\$59.00	No Bid
minimum order			30 gals	30 gal	30 gal.		120 Gal	
returnable			No	No	No		No	



<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	14140	No Bid	\$67.90	\$66.50	\$62.98	No Bid	\$70.00	\$85.89
minimum order			5 gals	2.5 gal	2.5 gal.		50 Gal	2 Jugs
returnable			No	No	No		No	NA

<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	8942	No Bid	\$16.50	\$12.95	\$12.99	\$17.75	\$15.00	\$18.32
minimum order				2.5 gal	2.5 gal.	1 container	50 Gal	2 jugs
returnable			No	No	No	No	No	NA
Brand Bid			Ranger Pro	Gly Star Plus	Credit 41 Extra	Ranger Pro	Gly Star Plus	Ranger Pro
5 gallon container	10060	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$18.26
minimum order								Case (5 gallons)
returnable								NA
Brand Bid								Ranger Pro
30 gallon container	8943	No Bid	\$15.95	\$12.25	\$12.45	\$16.85	\$14.50	\$17.57
minimum order			30 gals	30 gal	30 gal.	1 container	150 Gal	1 drum
returnable			No	No	No	No	No	NA
Brand Bid			Ranger Pro	Gly Star Plus	Credit 41 Extra	Ranger Pro	Gly Star Plus	Ranger Pro
275 gallon container	10063	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								
265 gallon container	9688	No Bid	\$15.50	\$12.00	\$12.00	\$16.50	\$14.00	\$17.03
minimum order			265 gals	265 gal	265 gal.	1 container	265 Gal	tote
returnable			Yes	No	No	No	No	Yes
Brand Bid			Ranger Pro	Gly Star Plus	Credit 41 Extra	Ranger Pro	Gly Star Plus	Ranger Pro

<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	8953	No Bid	\$34.05	\$24.75	\$34.48	\$38.00	No Bid	\$37.52
minimum order			5 gals	2.5 gal	2.5 gal.	1 container		2 Jugs
returnable			No	No	No	No		NA



Item #9: Milestone VM, price per gallon	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA	ES OPCO USA LLC dba Veseris Chicago, IL
2.5 gallon container	8955	No Bid	\$321.00	\$321.00	\$321.00	No Bid	\$321.00	No Bid
minimum order			5 gals	2.5 gal	2.5 gal.		5 Gal	
returnable			No	No	No		No	

Item #10: Outrider, price per ounce	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners	ES OPCO USA LLC dba Veseris Chicago, IL
20 oz. container	8961	No Bid	\$13.89	\$11.05	\$12.00	No Bid	\$14.00	\$17.59
minimum order			1 container	20 oz	20 oz. bottle / Cryder		20 oz	1 bottle

Item #11: Pro-Mate Accuracy 30%, price per quart	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA	ES OPCO USA LLC dba Veseris Chicago, IL
1 quart container	8966	No Bid	\$10.95	\$10.18	\$8.88	No Bid	No Bid	No Bid
minimum order			12 containers	1 qt	1 quart / Bidding Elite			
returnable			No	No	No			

Item #12: Rodeo Herbicide, price per gallon	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA	ES OPCO USA LLC dba Veseris Chicago, IL
2.5 gallon container	8971	No Bid	No Bid	\$21.75	No Bid	No Bid	No Bid	No Bid
minimum order				2.5 gal				
returnable				No				



<b>Item #13: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete with performance technology surfactant, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	8974	No Bid	\$19.45	\$16.40	\$16.98	No Bid	\$20.00	\$24.19
minimum order			5 gals	2.5 gal	2.5 gal. / Credit 5.4		100 Gal	2 jugs
returnable			No	No	No		No	NA
30 gallon container	8975	No Bid	\$19.05	\$16.15	\$16.46	No Bid	\$19.50	\$23.27
minimum order			30 gals	30 gal	30 gal. / Credit 5.4 Extra		120 Gal	\$1.00
returnable			No	No	No		No	NA

<b>Item #14: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
1 gallon container	8988	No Bid	\$16.95	\$13.00	No Bid	No Bid	No Bid	\$12.32
minimum order			4 gals	1 gal				1 jug
returnable			No	No				NA
2.5 gallon container	8989	No Bid	\$15.80	\$11.50	\$18.44	No Bid	No Bid	\$10.72
minimum order			5 gals	2.5 gal	2.5 gal./ Elite Platinum			2 jugs
returnable			No	No	No			NA
30 gallon container	8990	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid			Inlet	Scanner				Surf-AC 820

<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	8993	No Bid	No Bid	\$9.00	No Bid	No Bid	No Bid	No Bid
minimum order				2.5 gal				
returnable				No				
Brand Bid				Force 90				



<b>Item #16: Tordon 22K, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	8994	No Bid	\$80.65	\$52.25	\$55.64	No Bid	\$72.00	No Bid
minimum order			5 gals	2.5 gal	2.5 gal.		25 Gal	
returnable			No	No	No		No	
5 gallon container	8996	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
30 gallon container	16137	No Bid	No Bid	\$52.25	\$55.64	No Bid	\$72.00	No Bid
minimum order				30 gal	30 gal.		120 Gal	
returnable				No	No		No	
250 gallon container	10080	No Bid	No Bid	\$51.25	No Bid	No Bid	No Bid	No Bid
minimum order				270 gal				
returnable				No				

<b>Item #17: Opensight by Dow AgroScience, price per ounce</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
20 oz bottle container	9010	No Bid	\$6.25	\$6.25	\$100.00	No Bid	\$6.25	No Bid
minimum order			1 Bottle	20 oz	1.25 pounds		7.5 lb or 120 oz	
Brand Bid			Opensight	Opensight			Opensight	Opensight
1.25 pound container	9011	No Bid	\$6.25	\$6.25	\$100.00	No Bid	\$6.25	\$7.87
minimum order			1 Bottle	1.25 pounds	1.25 pounds		7.5 lb or 120 oz	1 bottle
Brand Bid			Opensight	Opensight			Opensight	
10 pound container	9700	No Bid	\$6.25	\$6.25	\$100.00	No Bid	\$6.25	No Bid
minimum order			1 container	10 pounds	10 pounds		10 Lb	
Brand Bid			Opensight	Opensight			Opensight	

<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri- Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	10461	No Bid	\$22.50	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order			5 gals					
returnable			No					



<b>Item #19: Hardball, 2,4-D Acid, No Subs price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	10462	No Bid	\$35.00	No Bid	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	No Bid	No Bid
minimum order								
returnable								

<b>Item #20: Plateau, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
1 gallon container	11505	No Bid	\$107.95	\$98.50	\$97.40	No Bid	\$115.00	\$127.27
minimum order			4 gals	1 gal	1 gal.		4 Gal	2 jugs
returnable			No	No	No			NA

<b>Item #21: Droplex Xtra, No Subs price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	13127	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								

<b>Item #22: Vastlan, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	13128	No Bid	\$102.00	\$102.00	\$102.00	No Bid	\$102.00	No Bid
minimum order			5 gallons	2.5 gal	2.5 gal.		60 Gal	
returnable			No	No	No		No	
30 gallon container	13129	No Bid	\$102.00	No Bid	\$102.00	No Bid	\$102.00	No Bid
minimum order			30 gallons		30 gal.		60 Gal	
returnable			No		No		No	



<b>Item #23: Trycera Selective Herbicide, No Subs price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	13121	No Bid	\$90.00	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order			5 gals					
returnable			No					
265 gallon container	14356	No Bid	\$84.00	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order			265 gals					
returnable			Yes					

<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
1 gallon container	10474	No Bid	\$610.00	\$679.00	\$679.00	No Bid	No Bid	No Bid
minimum order			2 gallons	1 gal	1 gal.			
returnable			No	No	No			

<b>Item #25: AquaKing Plus, 95% Active Spreaded-Activator with Buffering Agents for Aquatic Use, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	10471	No Bid	No Bid	\$17.60	No Bid	No Bid	No Bid	No Bid
minimum order				2.5 gal				
returnable				No				

<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	10472	No Bid	No Bid	\$24.00	No Bid	No Bid	No Bid	No Bid
minimum order				2.5 gal				
returnable				No				



Item #27: Roundup Custom price per gallon	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners	ES OPCO USA LLC dba Vesperis Chicago, IL
2.5 gallon container	14141	No Bid	\$23.85	\$21.75	\$21.99	No Bid	\$24.80	\$31.16
minimum order			5 gals	2.5 gal	2.5 gal.		50 Gal	2 jugs
Brand Bid			Roundup Custom	AquaNeat	Aquaneat		Bayer Aquamaster	Roundup Custom
returnable			No	No	No		No	NA

Item #28: Method 240SL, price per gallon	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA	ES OPCO USA LLC dba Vesperis Chicago, IL
2.5 gallon container	13126	No Bid	\$364.80	\$364.80	\$364.80	No Bid	\$364.80	\$432.00
minimum order			5 gallons	2.5 gal	2.5 gal.		2.5 Gal	2 jugs
Brand Bid			Method	Method 240SL	Method 240 SL		Envu Method	Method 240SL
20 gallon container	New	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	NA
minimum order								
Brand Bid								NA

Item #29: Derigo (by Bayer Environmental Science), price per ounce	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA	ES OPCO USA LLC dba Vesperis Chicago, IL
60 ounce container	14142	No Bid	\$9.69	\$9.69	\$9.69	No Bid	\$9.69	No Bid
minimum order			1 container	60 oz	60 oz.		60 Oz	
Brand Bid			Derigo	Derigo	Derigo		Bayer Derigo	

Item #30: Telar XP (by Bayer Environmental Science), price per ounce	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA	ES OPCO USA LLC dba Vesperis Chicago, IL
16 ounce container	14144	No Bid	\$17.50	\$13.00	\$14.15	No Bid	\$14.00	\$2.83
minimum order			1 case	8 oz	1 bottle		128 oz	24- 8oz bottles
Brand Bid			Telar XP	Telar XP	Telar XP		Bayer Telar XP	Telar XP Herbicide



<b>Item #31: EcoMIGHT price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
1 gallon container	16138	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
Brand Bid								
2.5 gallon container	16139	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
Brand Bid								
55 gallon container	16140	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
Brand Bid								

<b>Item #32: 1% Solution, Drift Control Agent, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
1 gallon container	10468	No Bid	\$38.00/ Accuracy	\$11.50	No Bid	No Bid	No Bid	No Bid
minimum order			1 case	1 gal				
returnable			No	No				
2.5 gallon container	10469	No Bid	No Bid	\$10.50	\$7.88	No Bid	No Bid	No Bid
minimum order				2.5 gal	2.5 gal.			
returnable				No	No			

<b>Item #33: Droplex, Deposition Aid and Drift Control Agent, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
1 gallon container	10470	No Bid	\$51.00/Justified	\$19.00	\$28.89	No Bid	No Bid	No Bid
minimum order			4 gals	1 gal	1 gal. / Elite Secure Ultra			
returnable			No	No	No			

<b>Item #34: Liberate by Loveland Products, Inc., price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	12054	No Bid	No Bid	\$18.00	No Bid	No Bid	No Bid	No Bid
minimum order				2.5 gal				
returnable				No				







<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
1 quart container	8905	No Bid	No Bid	\$19.00	\$12.88	No Bid	No Bid	\$9.18
minimum order				1 qt	1 quart			4 quarts

<b>Item #40: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	8922	\$27.35	No Bid	No Bid	No Bid	No Bid	No Bid	\$24.56
minimum order		5 gallon (2x2.5 gl case)						1 jug
returnable		No						NA
Brand Bid		PermaSease 4-4						Kontrol 4-4
5 gallon container	8923	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$24.56
minimum order								2 X 2.5 GL
returnable								NA
Brand Bid								Kontrol 4-4
15 gallon container	10050	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	\$24.43
minimum order								1 drum
returnable								NA
Brand Bid								Kontrol 4-4
55 gallon container	8925	\$26.94	No Bid	No Bid	No Bid	No Bid	No Bid	\$24.56
minimum order		55 gallon drum						1 drum
returnable		No						NA
Brand Bid		PermaSease 4-4						Kontrol 4-4
250 gallon container	8926	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	No Bid	No Bid	No Bid	No Bid	No Bid	\$24.23
minimum order		275 gallon tote						1 tote
returnable		No						Yes
Brand Bid		PermaSease 4-4						Kontrol 4-4



<b>Item #41: Mosquitomist 1.5 ULV, or equivalent, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
30 gallon container	8958	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$95.04
minimum order								1 drum
returnable								yes
Brand Bid								Zenivex E4
55 gallon container	8959	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$225.66
minimum order								63 gallons
returnable								NA
Brand Bid								Riptide
275 gallon container	8960	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$88.51
minimum order								1 tote
returnable								yes
Brand Bid								Zenivex E4

<b>Item #42: PyreNone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	8968	No bid	No bid	No bid	No bid	No bid	No bid	No Bid
minimum order								
returnable								
Brand Bid								
5 gallon container	8969	\$253.54	No bid	No bid	No bid	No bid	No bid	\$227.61
minimum order		5 gallon pail						\$1.00
returnable		Not returnable						NA
Brand Bid		Evergreen 5-25 Gound						Evergreen ULV 5-25 Ground
30 gallon container	8970	No bid	No bid	No bid	No bid	No bid	No bid	\$224.34
minimum order								\$1.00
returnable								NA
Brand Bid								Evergreen ULV 5-25
55 gallon container	16426	\$198.63	No bid	No bid	No bid	No bid	No bid	\$211.74
minimum order		55 gallon drum						\$1.00
returnable		Returnable						
Brand Bid		Evergreen 5-25 Gound						Evergreen ULV 5-25 Ground



<b>Item #43 Duet by Clarke Mosquito Control, or equivalent price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	9005	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$98.14
minimum order								\$2.00
returnable								NA
Brand Bid								Zenivex E4
5 gallon container	9006	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$98.14
minimum order								case 2 X 2.5 gl
returnable								NA
Brand Bid								Zenivex E4
30 gallon container	9007	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$95.04
minimum order								\$1.00
returnable								yes
Brand Bid								Zenivex E4
55 gallon container	9008	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$303.48
minimum order								\$1.00
returnable								NA
Brand Bid								Evergreen Mosquito
275 gallon container	9009	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$206.25
minimum order								1 tote
returnable								yes
Brand Bid								Riptide

<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
30 gallon container	11859	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$514.67
minimum order								\$1.00
Brand Bid								Evergreen ULV 12-60 Concentrate
55 gallon container	16145	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$469.36
minimum order								\$1.00
Brand Bid								Evergreen ULV 12-60 Concentrate
275 gallon container	16146	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$208.34
minimum order								\$1.00
Brand Bid								Evergreen ULV 5-25 Ground







<b>Item #47: Fyfanon ULV (96.5% malathion), or equivalent price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	16395	\$92.12	No Bid	No Bid	No Bid	No Bid	No Bid	\$75.92
minimum order		2 x 2.5 gal case						\$2.00
returnable		No						NA
Brand Bid		Fyfanon ULV						Fyfanon ULV
5 gallon container	New	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$75.92
minimum order								Case 2 X 2.5 GL
returnable								NA
Brand Bid								Fyfanon ULV
15 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								
30 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								
55 gallon container	16396	\$87.70	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order		55 gal drum						
returnable		Yes, 4 drum minimum						
Brand Bid		Fyfanon ULV						
250 gallon container	New	\$84.99	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order		260 gallon tote						
returnable		Yes, one tote						
Brand Bid		Fyfanon ULV						
275 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								



<b>Item #48: Vectobac WDG, or equivalent price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	16401	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								
5 gallon container	16402	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								
15 gallon container	16403	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								
30 gallon container	16404	\$45.13/lb	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order		25 lb drum						
returnable		No						
Brand Bid		Vectobac WDG OMRI						
55 gallon container	16405	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	28.04 / #
minimum order								\$1.00
returnable								NA
Brand Bid								AquaBac 3000
250 gallon container	16406	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								
275 gallon container	16407	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								



<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	16408	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,074.40
minimum order								\$2.00
returnable								NA
Brand Bid								Altosid SR-5
5 gallon container	16409	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,074.40
minimum order								1 Case
returnable								NA
Brand Bid								Altosid SR 20
15 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								
30 gallon container		No Bid	No Bid	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
minimum order								
returnable								
Brand Bid								
250 gallon container		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
minimum order								
returnable								
Brand Bid								



<b>Item #50: Vectobac 12AS, or equivalent price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
2.5 gallon container	16410	\$39.95	No Bid	No Bid	No Bid	No Bid	No Bid	\$37.05
minimum order		5 gallons (2x2.5 gl case)						\$2.00
returnable		No						NA
Brand Bid		Vectobac 12AS						Aquabac XT
30 gallon container	16411	\$39.95	No Bid	No Bid	No Bid	No Bid	No Bid	\$35.97
minimum order		30 gallon drum						\$1.00
returnable		Yes, if 4 or more drums						NA
Brand Bid		Vectobac 12AS						Aquabac XT
264 gallon container	16412	\$39.95	No Bid	No Bid	No Bid	No Bid	No Bid	\$35.97
minimum order		264 gallon tote						\$1.00
returnable		Yes						NA
Brand Bid		Vectobac 12AS						Aquabac XT

<b>Item #51: Sumilarv 0.5G WSP, or equivalent price per bag</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Vesperis Chicago, IL</b>
1 KG bag	16413	No Bid	No Bid	No Bid	No Bid	\$47.80	No Bid	\$65.90
minimum order						1 bag		\$1.00
returnable						No		NA
Brand Bid						MGK		Sumilarv 0.5 WSP
5 KG bag	16414	No Bid	No Bid	No Bid	No Bid	\$237.88	No Bid	\$65.90
minimum order						1 bag		5 X 1KG bag
returnable						No		NA
Brand Bid						MGK		Sumilarv 0.5 WSP



Item #52: AquaPerm-X UL 30-30 (30% Permethrin, 30% Piperonyl Butoxide), or equivalent, price per gallon	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA	ES OPCO USA LLC dba Veseris Chicago, IL
2.5 gallon container	16415	No Bid	No Bid	No Bid	No Bid	\$105.00	No Bid	\$149.03
minimum order						1 container		\$2.00
returnable						No		NA
Brand Bid						Zoecon		Aqua Kontrol 30-30
5 gallon container	16416	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
minimum order								
returnable								
Brand Bid								
30 gallon container	16417	No Bid	No Bid	No Bid	No Bid	\$99.00	No Bid	\$146.45
minimum order						1 container		\$1.00
returnable						No		NA
Brand Bid						Zoecon		Aqua Kontrol 30-30
55 gallon container	16418	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$146.45
minimum order								\$1.00
returnable								NA
Brand Bid								Aqua Perm-X 30-30
250 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
minimum order								
returnable								
Brand Bid								
275 gallon container	16419	No Bid	No Bid	No Bid	No Bid	\$98.00	No Bid	No Bid
minimum order						1 container		
returnable						No		
Brand Bid						Zoecon		



<b>Item #53: Perm-X UL 31-66 (31% Permethrin, 66% Piperonyl Butoxide), or equivalent, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	16420	\$145.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$170.27
minimum order		5 gallons (2x2.5 gl case)						\$2.00
returnable		No						NA
Brand Bid		PermaSease 31-67						Kontrol 31-67
5 gallon container		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
minimum order								
returnable								
Brand Bid								
30 gallon container	16421	\$145.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$154.54
minimum order		30 gallon drum						\$1.00
returnable		No						NA
Brand Bid		PermaSease 31-67						Perm-X 31-66
55 gallon container		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
minimum order								
returnable								
Brand Bid								
275 gallon container	16422	\$145.00	No Bid	No Bid	No Bid	No Bid	No Bid	\$154.00
minimum order		275 gl tote						\$1.00
returnable		No						Yes
Brand Bid		PermaSease 31-67						Perm-X 31-66



Item #54: Smmitt Mosquito Dunks (Bti, 10.31%), price per dunk	Lawson Number	Adapco LLC. Lake Mary, FL	Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX	Nutrien Ag Solutions Inc Houston, TX	Red River Specialties LLC. Shreveport, LA	SiteOne Landscape Supply, LLC Chicago, IL	Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA	ES OPCO USA LLC dba Veseris Chicago, IL
2 Pack	16423	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5.04
minimum order								\$12.00
returnable								NA
Brand Bid								Summit
6 Pack	16424	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$7.49
minimum order								\$12.00
returnable								NA
Brand Bid								Summit
12 Pack		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	NA
minimum order								
returnable								
Brand Bid								
20 Pack	16425	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$108.56
minimum order								\$1.00
returnable								NA
Brand Bid								Summit HD Briquets AMVAC



<b>Item #55: ReMoa Tri (Abamectin, Fenpropathrin, C8910) or equivalent, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
2.5 gallon container	NEW	\$315.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Minimum order		2x2.5 gl case						
Returnable		No						
Brand bid		Remoa Tri						
5 gallon container		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
Minimum order								
Returnable								
Brand bid								
30 gallon container	NEW	\$300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Minimum order		30 gal drum						
Returnable		Yes, 4 drum minimum						
Brand bid		Remoa Tri						
55 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Minimum order								
Returnable								
Brand bid								
250 gallon container	NEW	\$300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Minimum order		264 gal tote available						
Returnable		Yes						
Brand bid		Remoa Tri						
275 gallon container		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Minimum order								
Returnable								
Brand bid								

<b>Item #56: DeltaGuard (2% Deltamethrin) or equivalent, price per gallon</b>	<b>Lawson Number</b>	<b>Adapco LLC. Lake Mary, FL</b>	<b>Marubeni America Corporation dba Helena Agri-Enterprises Waller, TX</b>	<b>Nutrien Ag Solutions Inc Houston, TX</b>	<b>Red River Specialties LLC. Shreveport, LA</b>	<b>SiteOne Landscape Supply, LLC Chicago, IL</b>	<b>Asplundh Tree Expert LLC dba VM Distribution Partners Atlanta, GA</b>	<b>ES OPCO USA LLC dba Veseris Chicago, IL</b>
No Bids Received								

\*Orion Solutions, LLC disqualified due to incorrect bid unit of measurement



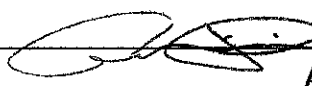


**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	<b>ADAPCO, LLC</b>												
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. #	<b>59-2574523</b>	SAM.gov Unique Entity ID #	<b>CEPEATYY6ZG8</b>										
SAM.gov CAGE / NCAGE	<b>OLM71</b>												
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	<b>PO Box 736662</b>												
City/State/Zip	<b>Dallas, TX 75373-6662</b>												
Physical Address	<b>100 Colonial Center Pkwy, Ste 170</b>												
City/State/Zip	<b>Lake Mary, FL 32746-4769</b>												
Phone Number	<b>(407) 328-6519 or (800) 367-0659</b>												
E-mail	<b>aes.vectorbids@azelis.com</b>												
Contact Person	Please see attached ADAPCO, LLC W-9 form filled in.												
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												
_____	_____												
_____	_____												
_____	_____												
_____	_____												
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 <input type="checkbox"/> ADAPCO	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 <input checked="" type="checkbox"/>											
NAICs codes (Please enter all that apply)	424690; 325320; 67540; 644545; 334511; 98872; 56170; 67500; 423840; 334516; 87500; 33311												
Signature of Authorized Representative													
Printed Name	<b>Andy Pierce</b>												
Title	<b>Sr. VP of Sales</b>												
Date	<b>02/18/2025</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 25-046**

**SUBMIT BIDS TO:**

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

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

**SUBMIT NO LATER THAN:**

Tuesday, February 25, 2025  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 25-046  
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: ay



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, February 18, 2025 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:     *AS*



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:   *LP*



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: RP



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: at



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: ajf



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 twelve (12) 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: AA



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: ap



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: AP



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, 2025 through March 31, 2026** renewable annually for four (4) years (through March 31, 2030) 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: AL



## **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: B25-046.
- 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: AP



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 SPECIFICATIONS & BID PRICING:**

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Contractors shall 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 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

Initials of Bidder:     *MT*



**Contract Sheet  
Bid 25-046**

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

This memorandum of agreement made and entered into on the 8 day of April, 20 25,  
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 8 day of April, 20 25.

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. <b>Please see attached ADAPCO, LLC W-9 form filled in.</b>	
	2 Business name/disregarded entity name, if different from above <b>59-2574523</b>	
	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 checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" 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.) <b>ADAPCO, LLC</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>100 Colonial Center Parkway, Ste 170, Lake Mary, FL 32744</b>	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> on page 3. <b>Note.</b> 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> [ ][ ]-[ ][ ]-[ ][ ][ ][ ][ ][ ] <b>or</b> <b>Employer identification number</b> [ ][ ]-[ ][ ][ ][ ][ ][ ][ ][ ]
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<b>Part II Certification</b> 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. <b>Certification instructions.</b> 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 ▶	<b>Date ▶</b>

### 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 1088 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1098-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.



**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>2</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 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@ftc.gov](mailto:spam@ftc.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.



**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**

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>ADAPCO LLC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>100 Colonial Center Parkway Suite 170</b>		
<b>6</b> City, state, and ZIP code <b>Lake Mary, FL 32746</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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
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.

<b>Sign Here</b>	Signature of U.S. person <i>[Signature]</i>	Date <i>10/12/2024</i>
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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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Job No.: RFO

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

Taxpayer Identification Number (T.I.N.): 59-2574523

Company Name submitting Bid/Proposal: ADAPCO, LLC

Mailing Address: 100 Colonial Center Parkway, Ste 170, Lake Mary, FL 32746

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 ADAPCO, LLC is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Lake Mary, FL.  
[Company Name] [City and State]



**Fort Bend County Pricing Form**  
**Bid 25-046**  
**Term Contract for Purchase of Weed, Brush and Insect Control Chemicals**

**Term: April 1, 2025 through March 31, 2026**

<b>Herbicides</b>	<b>Vendor Name: ↓ ADAPCO, LLC</b>
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</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	



	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
275 gallon container	
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	



	Vendor Name: ↓
	ADAPCO, 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	
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	



	Vendor Name: ↓
	ADAPCO, LLC
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	
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	
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	
minimum order	
returnable	
<b>Item #21: Droplex Xtra, No Subs</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	
minimum order	
returnable	
<b>Item #22: Vastlan,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	
minimum order	
returnable	
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	
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	
Brand Bid	
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	
Brand Bid	
2.5 gallon container	
minimum order	
Brand Bid	
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 quart</b>	
4 quarts (1 gallon container)	
minimum order	
returnable	
10 quarts (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	
160 ounces (10 pound case)	
minimum order	
returnable	



Insecticides	Vendor Name: ↓
	ADAPCO, LLC
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	
minimum order	
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/220	
minimum order	
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	
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 1.5 ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	
minimum order	
returnable	
Brand Bid	
55 gallon container	
minimum order	
returnable	
Brand Bid	
275 gallon container	
minimum order	
returnable	
Brand Bid	



	Vendor Name: ↓
	ADAPCO, LLC
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
minimum order	
returnable	
Brand Bid	
5 gallon container	\$253.54/gl
minimum order	5 gallon Pail
returnable	Not Returnable
Brand Bid	Evergreen 5-25 Gound
30 gallon container	
minimum order	
returnable	
Brand Bid	
55 gallon container	\$198.63/gl
minimum order	55 gallon Drum
returnable	Returnable - Brand Evergreen 5-25
Brand Bid	
<b>Item #43 Duet by Clarke Mosquito Control, 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	
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	
minimum order	
Brand Bid	
55 gallon container	
minimum order	
Brand Bid	
275 gallon container	
minimum order	
Brand Bid	
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet /case	
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	\$295.77/gl
Minimum order	30 gallon Drum
Returnable	Yes, 8 drum minimum
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 ULV (96.5% malathion) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$92.12/gl
Minimum order	2x2.5 gl case
Returnable	No
Brand bid	Fyfanon 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	\$87.70/gl
Minimum order	55 gl drum
Returnable	Yes, 4 drum minimum
Brand bid	Fyfanon ULV
250 gallon container	\$84.99/gl
Minimum order	260 gallon tote
Returnable	Yes, one tote
Brand bid	Fyfanon ULV
275 gallon container	
Minimum order	
Returnable	
Brand bid	



	<b>Vendor Name: ↓</b>
	<b>ADAPCO, LLC</b>
<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	
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>ADAPCO, LLC</b>
<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
Brand bid	Vectobac 12AS
30 gallon container	\$39.95/gl
Minimum order	30 gallon Drum
Returnable	Yes if 4 or more Drums
Brand bid	Vectobac 12AS
264 gallon container	\$39.95/gl
Minimum order	264 gallon tote
Returnable	Yes
Brand bid	Vectobac 12AS
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	
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	
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>ADAPCO, LLC</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	\$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	
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	



	<b>Vendor Name: ↓</b>
	<b>ADAPCO, LLC</b>
<b>Item #55: ReMoa Tri (Abamectin, Fenpropathrin, C8910) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$315.00/gl
Minimum order	2x2.5 gl case
Returnable	No
Brand bid	Remoa Tri
5 gallon container	
Minimum order	
Returnable	
Brand bid	
15 gallon container	
Minimum order	
Returnable	
Brand bid	
30 gallon container	\$300.00/gl
Minimum order	30 gl drum
Returnable	Yes, 4 drum minimum
Brand bid	Remoa Tri
55 gallon container	
Minimum order	
Returnable	
Brand bid	
250 gallon container	\$300.00/gl
Minimum order	264 gl tote available
Returnable	Yes
Brand bid	Remoa Tri
275 gallon container	
Minimum order	
Returnable	
Brand bid	
<b>Item #56: DeltaGuard (2% Deltamethrin) 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	



# 2025 | AMGUARD (AMVAC) Dibrom® Concentrate and Trumpet® EC Drum Return Instructions



## *Please read and follow all instructions.*

This service is provided through an exclusive contractor with the goal of delivering a consistent level of national service, while using the best available carriers offering varying degrees of local response time and services.

All Dibrom® Concentrate and Trumpet® EC drums are HDPE, non PFAs, and DOT classified as hazardous. Failure to meet recycling requirements for any portion of the pick-up order will result in the return of all affected drums, subsequent disposal fees, and potential DOT fines. We ask that you prepare accordingly, communicate thoroughly, and be patient.

### Confirm the following before requesting pick-up from Container Services Network (CSN):

- Each drum weighs 29 lbs. or less and all openings are tightly sealed.
- Each pallet includes four drums, securely wrapped to the pallet.
- All pallets are staged for clear access by the carrier's truck.
- Your loading dock, forklift/pallet jack are available for loading.
- You are prepared to load the trailer with no driver assistance.
- Prep a minimum of eight drums to return. 24-32 is an ideal quantity for LTL pick-up.
- Allow 7-21 days for carrier pick-up, depending on your location and time of year.
- Provide your hours of gate access with a mobile number for your person on-site.

### Email [logistics@containerservicesnetwork.com](mailto:logistics@containerservicesnetwork.com) to request your Bill of Lading (BOL).

- Expect an email within the same or next business day from a CSN representative with anticipated details for your load.
- Your BOL will be emailed to you the day before the shipment is to be picked up.
- When received, carefully review your BOL for accuracy and driver pertinent notes.
- Please contact CSN, your distributor, or AMGUARD with any questions.



## LEADING AERIAL ADULTICIDES

AMGUARD Environmental Technologies is committed to providing proven and trusted solutions for public health professionals. For more than 65 years, Dibrom® Concentrate has been the leading aerial adulticide for adult mosquito control. Dibrom® Concentrate and Trumpet® EC are proudly manufactured in the United States.



Scan code for product details

**DIBROM® CONCENTRATE**

**TRUMPET® EC**

DIBROM CONCENTRATE and TRUMPET EC are EPA registered products of AMVAC Chemical Corporation and restricted use pesticides. Important: Always read and follow label instructions. Some products may not be registered for sale or use in all states or counties. Please check with your state agency responsible for pesticide registration to ensure registration status.

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**AMGUARD™**  
ENVIRONMENTAL TECHNOLOGIES



# PermaSease<sup>TM</sup> 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:

**Permethrin:** (3-phenoxyphenyl) methyl (+/-) Cis/trans 3-(2,2-dichloroethenyl)

2,2-Dimethyl-cyclopropanecarboxylate: ..... 4.6%

**Piperonyl Butoxide\*:** ..... 4.6%

**OTHER INGREDIENTS\*\*:** ..... 90.8%

**TOTAL:** ..... 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.

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



EPA Reg. No. 86291-3-96263  
EPA Est. No. 53883-TX-002

  
**ADAPCO**  
Preserving Public Health

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



## 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 ( $D_v 0.5 < 30\mu m$ ) 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, 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.

<b>Ground Application Rate Chart – For Use of PermaSease™ 4-4: Undiluted</b>						
<b>Conditions and Rates to PermaSease™ 4-4 Undiluted for Mosquito Control</b>						
<b>lbs. A.I. acre</b>		<b>Application Rates Fluid Ounces per Minute</b>				<b>Fluid Ounces and (milliliters) per acre</b>
<b>Permethrin</b>	<b>PBO</b>	<b>5 mph</b>	<b>10 mph</b>	<b>15 mph</b>	<b>20 mph</b>	
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)

<b>Ground Application Rate Chart – Dilute (1) Part PermaSease™ 4-4 in (1) Part Mineral Oil</b>						
<b>Amounts to Use After Diluting 1 PermaSease™ 4-4 With 1 Parts Mineral Oil</b>						
<b>lbs. A.I. acre</b>		<b>Application Rates Fluid Ounces per Minute</b>				<b>Fluid Ounces and (milliliters) per acre</b>
<b>Permethrin</b>	<b>PBO</b>	<b>5 mph</b>	<b>10 mph</b>	<b>15 mph</b>	<b>20 mph</b>	
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

- 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.
- 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.

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



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

**SECTION 10: STABILITY AND REACTIVITY****Reactivity**

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



**ADAPCO LLC**

**PERMASEASE® 4-4**

## **SAFETY DATA SHEET**

**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.





## 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 ( $Dv\ 0.5 < 30\ \mu m$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $Dv\ 0.9 < 50\ \mu m$ ). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

Aerial applications for wide-area mosquito abatement application:

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

#### 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 ( $D_v 0.5 < 30\mu m$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $D_v 0.9 < 50\mu m$ ).

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 ( $D_v 0.5 < 60\mu m$ ) and that 90% of the spray is contained in droplets smaller than 80 microns ( $D_v 0.9 < 80$ ).

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. 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

EPA Est. No. 1021-MN-2

Rev. 1017-0218

Manufactured for MGK®.

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8810 Tenth Avenue North, Minneapolis, MN 55427





Issue Date: 05-Oct-2017

Revision Date: 05-Oct-2017

Version: 1

# SAFETY DATA SHEET

## 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

#### **FAX #:**

(763) 544-6437

**Telephone Number:** (800) 645-6466, or (763) 544-0341

**e-Mail Address:** mgk-sds@mgk.com

### 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 CO<sub>2</sub>, 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:**

**Eye contact:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

**Skin Contact:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

**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 a doctor. Never give anything by mouth to an unconscious person.

**Inhalation:** Remove affected person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

**Self-protection of the First Responder:** Use personal protective equipment as required.

**Note to physicians:** 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

<b>Personal precautions:</b>	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.
<b>Environmental precautions:</b>	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

<b>Methods for containment:</b>	Prevent further leakage or spillage if safe to do so.
<b>Methods for cleaning up:</b>	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

<b>Advice on safe handling:</b>	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.
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### Conditions for safe storage, including any incompatibilities

<b>Storage Conditions:</b>	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.
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## 8. EXPOSURE CONTROLS/ PERSONAL PROTECTION

### Control parameters

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

<b>9. PHYSICAL AND CHEMICAL PROPERTIES</b>
--

**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

**Property:****Values:****Comment: • Method****pH:**

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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



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

**Other Information:**

VOC Content (%): 9.66

**Miscibility/ Solubility:**

Water:	Immiscible
Alcohol	Miscible
Aromatic solvents:	Miscible
Petroleum distillates:	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**

Oral LD <sub>50</sub>	>16,000 mg/kg (rat)
Dermal LD <sub>50</sub>	>20,000 mg/kg (rabbit)
Inhalation LC <sub>50</sub>	>20.31 mg/L, (rat; 4 hours)
Eye contact:	Irritation clearing in 24 hours. (rabbit).
Skin Contact:	Moderate irritation at 72 hours. (rabbit).
Skin Irritation Index:	4.84

**Sensitization:** Negative. (guinea pig).

**Comment:** Toxicology data was bridged from a similar formula.

**Piperonyl Butoxide:** 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:

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**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.**



**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.)

**FIRST AID****Organophosphate**

<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.





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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 ( $D_v 0.5 < 60 \mu m$ ) 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.

#### **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.



## 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  $\frac{1}{2}$  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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## 1. Identification

<b>Product identifier</b>	<b>Dibrom Concentrate</b>	
<b>Other means of identification</b>		
SDS number	260	
Product registration number	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>		
Company name	AMVAC Chemical Corporation	
Address	4695 MacArthur Court Suite 1200 Newport Beach, CA 92660	
Telephone	AMVAC Chemical Corp	949-260-1200
	AMVAC Chemical Corp	949-260-6270(FAX)
Website	www.amvac.com	
E-mail	CustServ@amvac.com	
<b>Emergency phone number</b>	Medical	888-681-4261
	CHEMTREC®	800-424-9300
	(USA+Canada)	
	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.	

### Label elements



**Signal word**                      Danger



<b>Hazard statement</b>	<p>Causes severe skin burns and eye damage.</p> <p>Causes serious eye damage.</p> <p>Toxic if swallowed.</p> <p>Harmful if inhaled.</p> <p>May cause an allergic skin reaction.</p> <p>Combustible liquid.</p> <p>Very toxic to aquatic life.</p> <p>Very toxic to aquatic life with long lasting effects.</p>
<b>Precautionary statement</b>	
<b>Prevention</b>	<p>Do not breathe mist or vapor.</p> <p>Do not get in eyes, on skin, or on clothing.</p> <p>Wash thoroughly after handling.</p> <p>Do not eat, drink or smoke when using this product.</p> <p>Use only outdoors or in a well-ventilated area.</p> <p>Wear protective gloves/protective clothing.</p> <p>Wear eye/face protection.</p> <p>Contaminated work clothing must not be allowed out of the workplace.</p>
<b>Response</b>	<p>If swallowed: Immediately call a poison center/doctor.</p> <p>Rinse mouth.</p> <p>If on skin: Wash with plenty of water.</p> <p>Take off contaminated clothing and wash before reuse.</p> <p>Immediately call a POISON CENTER or doctor/physician.</p> <p>If inhaled: Remove person to fresh air and keep comfortable for breathing.</p> <p>If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.</p> <p>Immediately call a poison center/doctor.</p> <p>Specific treatment is urgent (see this label).</p> <p>Collect spillage.</p>
<b>Storage</b>	<p>Store in a well-ventilated place. Keep container tightly closed.</p> <p>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.



<b>Skin contact</b>	Remove contaminated clothing immediately and wash skin with soap and water. Get medical attention immediately. Wash contaminated clothing before reuse.
<b>Eye contact</b>	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.
<b>Ingestion</b>	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.
<b>Most important symptoms/effects, acute and delayed</b>	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 pneumonia.
<b>Indication of immediate medical attention and special treatment needed</b>	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.  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.
<b>General information</b>	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.
<b>5. Fire-fighting measures</b>	
<b>Suitable extinguishing media</b>	Use fire-extinguishing media appropriate for surrounding materials.
<b>Unsuitable extinguishing media</b>	None known.
<b>Specific hazards arising from the chemical</b>	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.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire fighting equipment/instructions</b>	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.
<b>Specific methods</b>	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/m3
Solvent naphtha (petroleum), heavy arom. (CAS 64742-94-5)	PEL	400 mg/m3
		100 ppm
Impurities	Type	Value
Dichlorvos (DDVP) (CAS 62-73-7)	PEL	1 mg/m3

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Naled (CAS 300-76-5)	TWA	0.1 mg/m3	Inhalable fraction and vapor.
Solvent naphtha (petroleum), heavy arom. (CAS 64742-94-5)	TWA	200 mg/m3	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**

Type	Value
Naled (CAS 300-76-5)	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.
---------------------------------	-----------------------------------

**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)



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

## 10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions. Unstable in the presence of iron. Corrosive to aluminum and magnesium
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials. Excessive heat.
Incompatible materials	Strong oxidizing agents. Strong acids. Strong bases. May be corrosive to metals.
Hazardous decomposition products	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

Inhalation	Harmful if inhaled.
Skin contact	Causes severe skin burns and eye damage. May cause an allergic skin reaction.
Eye contact	Causes serious eye damage.
Ingestion	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
Impurities		Species	Test Results
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**

<b>Disposal instructions</b>	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.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	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).
<b>Contaminated packaging</b>	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>	
Class	8
Subsidiary risk	6.1(PGIII)
Label(s)	8, 6.1
Packing group	III
<b>Environmental hazards</b>	
Marine pollutant	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)**

<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>	No.
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.
<b>Other information</b>	

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

**Cargo aircraft only** Allowed with restrictions.

Read safety instructions, SDS and emergency procedures before handling.

**IMDG**

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

**Packing group** III

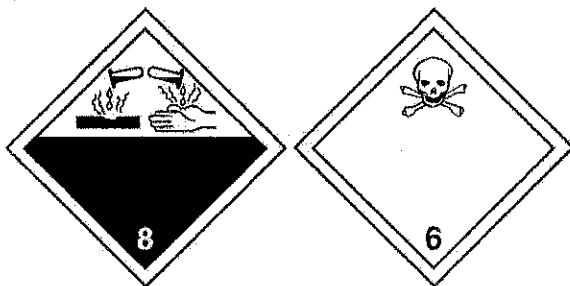
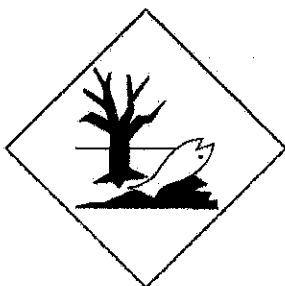
**Environmental hazards**

**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		
<b>SARA 311/312 Hazardous chemical</b>	<b>Yes</b>				



**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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HMS 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



# FYFANON<sup>®</sup> ULV MOSQUITO

## INSECTICIDE

### ULTRA LOW VOLUME CONCENTRATE 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.

**ACTIVE INGREDIENT:**

\*Malathion ..... 96.5%

**INERT INGREDIENTS:** ..... 3.5%

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

\*O,O-dimethyl phosphorodithioate of diethyl mercaptosuccinate  
Contains 9.9 lbs. malathion per gallon

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

IN CASE OF MEDICAL EMERGENCY INVOLVING THIS PRODUCT, CALL TOLL FREE, DAY OR NIGHT 1-866-303-6950

SEE ADDITIONAL PRECAUTIONARY STATEMENTS AND DIRECTIONS FOR USE IN BOOKLET.

**Net Contents: 5 Gallons**

EPA Reg. No. 67760-34

EPA Est. No. 39578-TX-1

Cheminova, Inc.  
P.O. Box 110566  
Research Triangle Park, NC 27709  
Product of Denmark  
800-548-6113

10038481 03192015



# PRECAUTIONARY STATEMENTS

## HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Harmful by swallowing, inhalation or skin contact. Avoid contact with skin. Avoid breathing spray mist.

<b>FIRST AID</b> This product is an organophosphate and is a cholinesterase inhibitor.	
<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 by a poison control center or doctor.</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 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 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 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>
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-866-303-6950 for emergency medical treatment information.	

### NOTE TO PHYSICIAN:

This product is a cholinesterase inhibitor. Treat symptomatically. Atropine is antidotal.

### PERSONAL PROTECTIVE EQUIPMENT

Some materials that are chemical-resistant to this product are barrier laminate, butyl rubber, nitrile rubber, and viton. If you want more options, follow the instructions for category F on an EPA chemical-resistance category selection chart.

**For all formulations and use patterns – mixers, loaders, applicators, flaggers, and other handlers must wear:**

- Long-sleeved shirt and long pants
- Chemical-resistant gloves
- 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.

### ENGINEERING CONTROLS STATEMENTS

Pilots must use an enclosed cockpit in a manner that is consistent with the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d)(4-6)]. Pilots must wear the PPE required on this labeling for applicators.

### 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 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 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 ULV Mosquito should be stored in the original unopened container in a secure, dry place. Do not contaminate with other pesticides or fertilizers. Fyfanon ULV Mosquito 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 DISPOSAL:

**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.

**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 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 and store rinsate for later use or disposal. Repeat this procedure two more times.

## 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.

## MOSQUITO CONTROL IN POPULATED AND RURAL AREAS PRECAUTIONS AND RESTRICTIONS

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.

### RESTRICTIONS

- Do not apply more than 0.23 lb/ai/A/day.
- Only treat when mosquitoes are swarming or biting. 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 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 greater than or equal to 1 mph.
- Do not apply by fixed wing aircraft at 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.

### PRECAUTIONS

- **IMPORTANT: IN AREAS WHERE AUTOMOBILES, TRAILERS, TRUCKS AND PLEASURE BOATS ARE PRESENT,** undiluted spray droplets of Fyfanon ULV Mosquito will permanently damage vehicle paint finishes unless the aircraft used for the ultra low volume application meets all of the specifications listed under **AERIAL APPLICATION.**

### AERIAL APPLICATION

#### **Adult Mosquitoes on Rangeland, Pasture, and Other Uncultivated Non-Agricultural Areas (Wastelands, Roadsides)**

Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ( $Dv\ 0.5 < 60\ \mu m$ ) and that 90% of the spray is contained in droplets smaller than 100 microns ( $Dv\ 0.9 < 100\ \mu m$ ). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated. Adult mosquito control over cities, towns, and other areas where automobiles, trailers, trucks, and pleasure boats are present: Apply 2.6 to 3.0 fluid ounces of Fyfanon ULV Mosquito per acre. Apply only when weather conditions are favorable. Wind and rising air currents may cause undesirable spray drift and reduce insect control. See Precautions and Restrictions for additional instructions.

### GROUND-BASED APPLICATION

Spray equipment must be adjusted so that the volume median diameter is less than 30 microns ( $Dv\ 0.3 < 30\ \mu m$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $Dv\ 0.9 < 50\ \mu m$ ). Directions from the equipment manufacturer or vendor, pesticide registrant or test facility using 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.



### Thermal Aerosols or Fogs

For control of adult mosquitoes with thermal aerosols or fogs, Apply Fyfanon ULV Mosquito at the rate of 3.9 - 5.2 gallons Fyfanon ULV Mosquito in 100 gallons of finished solution by ground equipment delivering 40 gallons per hour at a vehicle speed of 5 miles per hour to treat a swath width of 300 feet (equivalent to 180 acres per hour). At 3.9 gallons Fyfanon per 100 gallons of finished solution this is equivalent to 0.08 lbs active/acre. At 5.2 gallons per 100 gallons of finished solution, this is equivalent to 0.11 lbs active/acre.

\*There is a great variation in the chemical composition of fuel oils which may be used as thermal fog solvents. These differences may cause sludge and/or affect the solubility of the Fyfanon ULV Mosquito.

### Nonthermal Aerosols

Adult Mosquito Control - Control of adult mosquitoes over a 300-foot swath can be obtained with nonthermal aerosols of Fyfanon ULV Mosquito using the following rates at the indicated vehicle speeds:

Rates for Fyfanon ULV Mosquito					
Undiluted Apply as follows:					
Lbs.A.I./Acre/Day	Application Rates Fluid Ounces per Minute at Vehicle Speeds				Fluid Ounces of Fyfanon ULVMosquito per acre
	5 mph	10 mph	15 mph	20 mph	
0.03 - 0.06*	1.0 - 2.1	2.0 - 4.3	3.0 - 6.3	4.0 - 8.6	0.38 - 0.75

\*Use higher rate of application when vegetation is dense and/or mosquito populations are heavy.

### OPERATING EQUIPMENT

Each nonthermal aerosol generator used for dispersal of Fyfanon ULV Mosquito to control adult mosquitoes must have minimum capability of producing the droplet spectrum described under GRUND-BASED APPLICATION. The initial determination of droplet size is made after the unit is installed in a vehicle and prior to its use in mosquito control operations. Recheck the unit frequently to insure that proper droplet size is maintained for each operation. Determination of droplet size every two months is usually sufficient if the unit has been maintained in good operating condition. Equipment manufacturer's instructions setting forth cleaning and maintenance of the unit must be followed. The unit must be inspected before each operation to correct any leaks or obstructions in the spray system; to detect whether the nozzle, hoses, or other parts are worn and need replacement; to insure that the flow meter is properly calibrated and to determine that the pressure recommended by the manufacturer is being maintained.

- Flow Rate** - Must be regulated by accurate flow meter  
- Not greater than 1 gallon per hour at 5 mph; 2 gallons per hour at 10 mph; 3 gallons per hour at 15 mph, or 4 gallons per hour at 20 mph
- Nozzle Direction** - Rear of the vehicle  
- Upward at an angle of 45° or more
- Vehicle Speed** - Not greater than 20 mph  
- Shut off spray equipment when vehicle is stopped

**IMPORTANT:** Spray droplets of undiluted Fyfanon ULV Mosquito will permanently damage automobile paint unless all the conditions described and recommended in this label are met. If accidental exposure does occur, the vehicle should be washed at once.

### WARRANTY DISCLAIMER

Cheminova warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, CHEMINOVA MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

### INHERENT RISKS OF USE

It is impossible to eliminate all risks associated with use of this product. Crop injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Cheminova or the Seller. All such risks shall be assumed by Buyer and User. Buyer and User agree to hold Cheminova and the Seller harmless for any claims related to such factors.

### LIMITATION OF REMEDIES

To the extent consistent with applicable law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to one of the following, at Cheminova's election:

- (1) Refund of purchase price paid by buyer or user for product bought, or
- (2) Replacement of amount of product used.

To the extent consistent with applicable law, Cheminova shall not be liable for consequential, incidental, or special damages or losses in any matter.

The terms of the Warranty Disclaimer above and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Cheminova or the Seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.



## SAFETY DATA SHEET

### SECTION 1 – IDENTIFICATION

**Product Identifier** : **FYFANON ULV MOSQUITO**

**EPA Reg. No.** : **67760-34**

**Product Use** : **Insecticide**

**Supplier's name and address:**

**Cheminova, Inc.**

One Park Drive, Suite 150

PO Box 110566

Research Triangle Park, NC, USA

27709

Phone #: (919) 474-6600 (8:00 AM to 5:00 PM EST, Monday to Friday)

**Emergency Telephone #:** 1-866-303-6950 (Medical Emergencies)  
1-800-424-9300 (24 Hr. Chemtrec Number)

**Manufacturer's name and address:**

**Cheminova A/S**

PO Box 9

DK-7620

Lemvig, Denmark

**SDS Prepared by:** Cheminova Inc.

**SDS Preparation date:** August 19, 2003

**Revision date:** May 27, 2015

**Revision reason:** GHS Revision

### SECTION 2 – HAZARDS IDENTIFICATION

**GHS Signal Word:**

Warning

**Classification:**

Health	Environmental	Physical
Skin Irritation – Category 2 Eye Irritation – Category 2B	Aquatic Toxicity – Acute 1 Aquatic Toxicity – Chronic 1	Not applicable

**GHS Pictogram:**



**Hazard Statements:**

Causes skin irritation.

Causes eye irritation.

Very toxic to aquatic life.

Very toxic to aquatic life with long lasting effects.

**Precautionary Statements:**

**Prevention:**

Wash hands thoroughly after handling.

Wear protective gloves.

Avoid release to the environment.

**Response:**

If on skin: Wash with plenty of water.



For specific treatment, refer to product label.  
If skin irritation occurs: Get medical advice/attention.  
Take off contaminated clothing and wash it before reuse.  
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.  
Collect spillage.

**Storage:**

Not applicable.

**Disposal:**

Dispose of contents/container according to label directions.

**SECTION 3 – COMPOSITION/INFORMATION ON INGREDIENTS**

<u>Ingredients</u>	<u>CAS #</u>	<u>% (weight)</u>
<b>Malathion</b> (O,O-dimethyl phosphorodithioate of diethyl mercaptosuccinate)	121-75-5	60.00 – 100.00

This material is classified as hazardous under OSHA regulations (29 CFR 1910.1200).

**SECTION 4 – FIRST AID MEASURES**

- IF SWALLOWED:**
- Call a poison control center or doctor immediately for treatment advice.
  - Have a person sip a glass of water if able to swallow.
  - Do not induce vomiting unless told to do so by a poison control center or doctor.
  - Do not give anything by mouth to an unconscious person.
- IF INHALED:**
- Move person to fresh air.
  - If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible.
  - Call 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 eye.
  - Call a poison control center or doctor for treatment advice.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-866-303-6950 for emergency medical treatment information.

**Note to physician:** This product is a cholinesterase inhibitor. Treat symptomatically. Atropine is antidotal.

**Signs and symptoms of short-term (acute) exposure**

*Inhalation* : Fyfanon (malathion) is a cholinesterase inhibitor of low mammalian toxicity. However storage at too high temperature may induce formation of the much more toxic and synergistic contaminant isomalathion (LD50 acute oral, rat = 89 mg/kg). Malathion and isomalathion can affect you when breathed in and can cause organophosphorous poisoning. Symptoms of poisoning may include headache, nausea, vomiting, blurred vision, tightness in chest, drooling, frothing of mouth and nose, convulsions, coma and death.



- Skin** : Direct skin contact may result in little or no irritation. Malathion and isomalathion can be rapidly absorbed through all skin surfaces. Causes symptoms similar to those listed for inhalation.
- Eyes** : Direct contact causes eye irritation. Malathion and isomalathion can be rapidly absorbed through all skin and eye surfaces. Causes symptoms similar to those listed for inhalation.
- Ingestion** : Malathion and isomalathion are poisons through ingestion. Causes symptoms similar to those listed for inhalation.

**Effects of long-term (chronic) exposure**

- : Repeated ingestion may cause severe weight loss.

**Conditions aggravated by overexposure**

- : Prolonged or repeated overexposures may cause behavioral changes.

**SECTION 5 – FIRE FIGHTING MEASURES**

**Fire hazards/conditions of flammability**

- : This product is considered non-flammable. Material will decompose rapidly when exposed to heat (>212° F/100° C) and flame, increasing the risk of explosion. Heat of decomposition may cause closed containers to build up pressure and explode.

**Flammability classification (OSHA 29 CFR 1910.1200)**

- : Non-flammable.

**Oxidizing properties**

- : None known

**Explosion data: Sensitivity to mechanical impact / static discharge**

- : Not expected to be sensitive to mechanical impact or static discharge.

**Suitable extinguishing media**

- : Carbon dioxide or dry chemical for small fires. For large fires, use water spray or foam.

**Special fire-fighting procedures/equipment**

- : Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. Move containers from fire area if safe to do so. Water spray may be useful in cooling equipment exposed to heat and flame. Avoid spreading burning liquid with water spray used for cooling purposes.

**Hazardous combustion products**

- : Carbon oxides; Oxides of phosphorus; oxides of sulfur; dimethyl sulfide; irritating fumes and smoke.

<b>NFPA Rating</b>	:	0 – Minimal	1 – Slight	2 – Moderate	3 – Serious	4 – Severe
		Health: 1	Flammability: 1	Instability: 1	Special Hazards:	None

**SECTION 6 – ACCIDENTAL RELEASE MEASURES**

- Personal precautions** : Restrict access to area until completion of clean-up. Ensure clean-up is conducted by trained personnel only. All persons dealing with clean-up should wear the appropriate protective equipment including self-contained breathing apparatus. Refer to Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION, for additional information on acceptable personal protective equipment.
- Environmental precautions** : Ensure spilled product does not enter drains, sewers, waterways or confined spaces. If necessary, dike well ahead of the spill to prevent



runoff into drains, sewers, or any natural waterway or drinking supply. Do not flush into surface water or sanitary sewer system. Uncontrolled discharge into water courses may be alerted to the appropriate regulatory body.

**Spill response/cleanup** : Remove all sources of ignition. Ventilate area of release. Stop the spill at source if it is safe to do so. Contain and absorb spilled material with inert, non-combustible absorbent material, such as sand. Sweep up and shovel into suitable containers for disposal. For a water spill, confine the spill immediately with booms. Notify the appropriate authorities as required. Carefully cover spilled material with soda ash or quicklime to neutralize. Do not flush into surface water or sanitary sewer system. For large spills on surfaces other than pavement (e.g. soil or sand), spills may be handled by digging up and removing the affected surface and placing it in approved containers.

**Prohibited materials** : None known.

**Special spill response procedures**

: In case of spill/release in excess of the EPA reportable quantity is made into the environment, immediately notify the national response center in the United States (phone: 1-800-424-8002)  
US CERCLA Reportable quantity (RQ): Malathion (100 lbs/45.4 kg)

## SECTION 7 – HANDLING AND STORAGE

**Safe handling procedures** : This material is a toxic liquid. Wear chemically resistant protective equipment during handling. Use only in well-ventilated areas. Avoid contact with skin, eyes and clothing. Do not breathe vapors or spray mist. Do not use near welding operations, flames or hot surfaces. Malathion should never be heated above 131° F (55° C) and also local heating above this temperature should be avoided. Keep away from acids and other incompatibles. Keep containers tightly closed when not in use. Wash thoroughly after handling. Use caution when opening cap.

**Storage requirements** : Store in a cool, dry, well ventilated area. Keep away from incompatibles. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Inspect periodically for damage or leaks. Product should be stored at temperatures not exceeding 68 to 77° F (20 to 25° C). protect against physical damage.

**Incompatible materials** : Strong alkalis, amines and strong oxidizing compounds. The product can corrode iron, steel, tin plate and copper. Fyfanon is rapidly hydrolyzed at pH > 7.0.

**Special packaging materials:** Always keep in containers made of the same materials as the supply container.

## SECTION 8 – EXPOSURE CONTROLS AND PERSONAL PROTECTION

### Exposure Limits

<u>Ingredients</u>	<u>ACGIH TLV</u>		<u>OSHA PEL</u>	
	<u>TWA</u>	<u>STEL</u>	<u>PEL</u>	<u>STEL</u>
Malathion	1 mg/m <sup>3</sup> (inhalable)	N/Av	15 mg/m <sup>3</sup> (total dust)	N/Av



**Ventilation and engineering measures**

: Provide sufficient ventilation to keep vapor concentration below the given TLV and/or PEL.

**Respiratory protection** : Respiratory protection is required if the concentrations exceed the TLV. Wear a pesticide respirator jointly approved by the MSHA and NIOSH. Seek advice from respiratory protection specialists.

**Skin protection** : Wear impervious gloves, such as barrier laminate, butyl rubber, nitrile rubber or viton. Advice should be sought from glove suppliers.

**Eye / face protection** : Safety glasses with side-shields or chemical splash goggles.

**Other protective equipment** : Wear appropriate protective clothing to prevent skin contact, such as coveralls or long sleeved shirt, long pants, and shoes and socks. Other protective equipment, such as an eyewash station and safety shower, may be required depending on exposure and on workplace standards.

**General hygiene considerations**

: Avoid contact with skin, eyes and clothing. Remove soiled clothing and wash it thoroughly before reuse. Separate contaminated work clothes from street clothes. Always wash hands, face and arms with soap and water before smoking, eating or drinking. After work, take off all protective equipment, work clothes and shoes, and wash with soap and water. Respirator should be cleaned and filter replaced according to manufacturer's instructions. Wear only clean, uncontaminated clothes when leaving place of work. Persons working with this product for a longer period should have frequent blood tests for cholinesterase levels. If the cholinesterase levels fall below a critical point, no further exposure should be allowed until it has been determined, by means of blood tests, that cholinesterase levels have returned to normal.

**SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES**

**Appearance:** Colorless to light yellow liquid

**Odor:** Slightly aromatic

**Odor threshold:** ND

**pH:** 3.7 – 3.8 (equal amounts Fyfanon and distilled water)

**Melting point/Freezing point:** 37.1° F (2.85° C)

**Initial boiling point and boiling range:** 313 – 315° F (156 – 157° C)

**Flash point:** 325° F (163° C)

**Evaporation rate:** ND

**Flammability:** Non-flammable

**Upper/lower flammability and explosive limits:** NA

**Vapor pressure:**  $3.4 \times 10^{-06}$  mmHg @ 25° C;  $1.4 \times 10^{-04}$  mmHg @ 45° C

**Vapor density:** ND

**Bulk density:** ND

**Specific gravity:** 1.23 g/mL @ 20° C

**Solubility(ies):** in water 148.2 mg/L @ 25° C

**Partition coefficient (n-octanol/water):** Kow = 560

**Auto-ignition temperature:** 532° F (278° C)

**Decomposition temperature:** ND

**Viscosity:** ND

ND=Not determined



NA=Not applicable

## SECTION 10 – STABILITY AND REACTIVITY

- Stability and reactivity** : Stable if handled below 131 F (55 C). At higher temperatures decomposition may take place, and the released heat from decomposition can raise the temperature further and accelerate decomposition. Malathion can corrode iron, steel, tin plate and copper. It can be rapidly hydrolyzed at pH > 7.
- Hazardous polymerization** : Above 284 F (140 C) Fyfanon will decompose rapidly, significantly increasing the risk of inducing explosions. Direct local heating such as electric heating or by steam must be avoided. The decomposition is to a considerable extent dependant on time as well as temperature due to self-accelerating exothermic and autocatalytic reactions. The reactions involve rearrangements and polymerization releasing volatile, malodorous and inflammable compounds such as dimethyl sulfide.
- Conditions to avoid** : Open flames, sparks, high heat, direct sunlight, and close proximity to incompatible substances.
- Materials to avoid and incompatibility** : Incompatible materials (see Section 7).
- Hazardous decomposition products** : Storage at too high temperatures may induce formation of the more toxic and synergistic contaminant isomalathion. Refer to hazardous combustion products in Section 5.

## SECTION 11 – TOXICOLOGICAL INFORMATION

- Target organs** : Eyes, skin, respiratory system, digestive system, central nervous system.
- Routes of exposure** : *Inhalation*: YES *Skin absorption*: YES *Skin & Eyes*: YES *Ingestion*: YES
- Toxicological data** : Fyfanon:  
LC50 Inhalation (rat): >5.2 mg/L / 4 Hrs  
LD50 Oral (rat): 5500 mg/kg  
LD50 Dermal (rat): >2000 mg/kg  
Eye irritation: Slight  
Skin irritation: Slight  
Skin sensitizer: Not a skin sensitizer
- Carcinogenic status** : No components are listed as carcinogens by ACGIH, IARC, OSHA or NTP.
- Reproductive effects** : Not expected to have other reproductive effects.
- Teratogenicity** : Not expected to be a teratogen.
- Mutagenicity** : Not expected to be mutagenic in humans.
- Epidemiology** : Not available.
- Sensitization to material** : None known.
- Synergistic materials** : Not available.
- Irritancy** : May cause eye and skin irritation. May cause irritation to upper respiratory system.
- Other important hazards** : Cholinesterase inhibitor may cause central nervous system depression. Contains a material which can cause peripheral nervous system damage.
- Conditions aggravated by exposure** : None known.



## SECTION 12 – ECOLOGICAL INFORMATION



- Ecotoxicity** : The toxicity of the active ingredients to wildlife species is measured to be:  
Fish – 96-Hr LC50, Rainbow Trout (*Salmo gairdneri*) = 0.18 mg/L  
37-day NOEC, Rainbow Trout (*Salmo gairdneri*) = 21 µg/L  
Invertebrates – 48-hr EC50, Daphnids (*Daphnia magna*) = 0.72 mg/L  
21-day NOEC, Daphnids (*Daphnia magna*) = 0.06 µg/L  
Algae – 72-Hr LC50, Green Algae (*Selenastrum capricornutum*) = 4.06 mg/L  
Birds – LD50, Bobwhite quail (*Colinus virginianus*) = 359 mg/kg  
5-day dietary LC50, Bobwhite quail (*Colinus virginianus*) = 3497 mg/kg  
Earthworms – 14-day LC50, *Eisenia faetida foetida* = 613 mg/kg soil  
Bees – LD50, worker honey-bees, acute oral = 0.38 µg/bee  
LD50, worker honey-bees, topical = 0.27 µg/bee
- Mobility** : Under normal conditions, the active ingredient is of medium mobility in soil, but is degraded rapidly.
- Persistence** : The active ingredient, Malathion, is readily biodegradable. It undergoes rapid degradation in the environment and, without problems, in sewage treatment plants. No adverse effects are observed at concentrations up to 100 mg/L in waste water treatment plants. Degradation occurs both aerobically and anaerobically, and biologically as well as abiologically. Under normal conditions, Malathion is of medium mobility in soil, but is degraded rapidly. The product should not be allowed to enter drains or water courses or be deposited where it can affect ground or surface waters. Do not discharge product unmonitored into the environment.
- Bioaccumulation potential** : The bioconcentration factor (BCF) of Malathion is 95 (average for several fish species).
- Other adverse environmental effects** : This product is an insecticide. Malathion is toxic to birds, fish, aquatic invertebrates, aquatic life stages of amphibians and highly toxic to bees. The product should not be allowed to enter drains or water courses, or be deposited where it can affect ground or surface waters.

## SECTION 13 – DISPOSAL CONSIDERATIONS

- Handling for disposal** : Handle wastes according to recommendations in Section 7.
- Methods for disposal** : Do not contaminate water, foodstuffs, feed or seed by storage or disposal. Triple rinse (or equivalent) containers, then offer for recycling or recondition, or puncture and dispose of in a sanitary landfill. Dispose in accordance with all applicable federal, state, provincial and local regulations. Contact your local, state, provincial or federal environmental agency for specific rules.
- RCRA** : If this product, as supplied, becomes a waste in the United States, it may meet the criteria of a hazardous waste as defined under RCRA, Title 40 CFR 261. It is the responsibility of the waste generator to determine the proper waste identification and disposal method.



**SECTION 14 – TRANSPORT INFORMATION**

Regulatory Information	UN Number	Shipping Name	Class	Packing Group	Label
49CFR/DOT	UN3082	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (malathion)	9	III	
49CFR/DOT Additional information	None.				
TDG	UN3082	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (malathion)	9	III	
TDG Additional information	Only regulated for marine transport.				

**SECTION 15 – REGULATORY INFORMATION**

**US Federal Information:**

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

**CAUTION**

Harmful by swallowing, inhalation or skin contact.  
Avoid contact with skin.  
Avoid breathing spray mist.

OSHA: This material is classified as hazardous under OSHA regulations (29CFR 1910.1200).

CERCLA Reportable Quantity (RQ) (40 CFR 117.302): Malathion (100 lbs/45.4 kg)

SARA TITLE III: Sec. 302, Extremely Hazardous Substances, 40 CFR 355: No Extremely Hazardous Substances are present in this material.

SARA TITLE III: Sec. 311 and 312, MSDS Requirements, 40 CFR 370 Hazard Classes: Immediate (Acute) Health Hazard; Chronic Health Hazard. Under SARA Sections 311 and 312, the EPA has established threshold quantities for the reporting of hazardous chemicals. The current thresholds are 500 pounds for the threshold planning quantity (TPQ), whichever is lower, for extremely hazardous substances and 10,000 pounds for all other hazardous chemicals.

SARA TITLE III: Sec. 313, Toxic Chemicals Notification, 40 CFR 372: This material may be subject to SARA notification requirements, since it contains Toxic Chemical constituents above their de minimus concentrations. This product contains: Malathion

**US State Right to Know Laws:**

California Proposition 65: To the best of our knowledge, this product does not contain any chemicals known to the State of California to cause cancer or reproductive harm.



**International Information:**

This product is a Pest Control Product and is not regulated as a Controlled Product under the Hazardous Products Act (HPA). For informational purposes, this product would have the following WHMIS classification:

Class D2B (Materials Causing Other Toxic Effects, Toxic Materials)

Class F (Dangerously Reactive Material)

**This product has been classified according to the hazard criteria of the CPR and the SDS contains all of the information required by the CPR.**

**SECTION 16 – OTHER INFORMATION**

<b>HMIS Rating</b>	:	*-Chronic Hazard	0 – Minimal	1 – Slight	2 – Moderate	3 – Serious	4 – Severe
		Health: * 1		Flammability: 1		Reactivity: 1	

**Prepared by:** Cheminova Inc.

**Telephone #:** (919) 474-6600 (8:00 AM to 5:00 PM EST, Monday to Friday)

**SDS Preparation date:** August 19, 2003

**Revision date:** May 27, 2015

**Revision reason:** US GHS Revision





**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	<b>FIRST AID</b>	
	<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>
	<b>HOTLINE 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 1-800-892-0099 (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*
------------------	--------------------------

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)

VectoBac WDG				
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.





## SAFETY DATA SHEET

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### 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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**ISSUED 03/11/16**

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

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.





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### VectoBac® WDG Biological Larvicide

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#### 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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**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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### VectoBac® WDG Biological Larvicide

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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



## VectoBac® WDG Biological Larvicide

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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**

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

**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.





# OMRI Listed®

The following product is OMRI Listed. It may be used in certified organic production or food processing and handling according to the USDA National Organic Program regulations.

## Product

VectoBac® WDG Biological Larvicide Water Dispersible Granule

## Company

Valent BioSciences® LLC  
Maria Pilar Herrero  
1910 Innovation Way, Suite 100  
Libertyville IL 60048 United States

## Status

Allowed with Restrictions

## Categories

NOP: Bacillus thuringiensis

## Date Listed

8-Oct-2001

## Product code

abb-9528

## Use Class

Crop Pest, Weed, and  
Disease Control

## Expiration

1-Mar-2025

## Restrictions

May only be used if the requirements of 205.206(e) are met, which require the use of preventive, mechanical, physical, and other pest, weed, and disease management practices.

Executive Director/CEO

Product review is conducted according to the policies in the current *OMRI Policy Manual*® and based on the standards in the current *OMRI Standards Manual*®. This certificate may be out of date. Verify the current certificate online at [OMRI.org](http://OMRI.org), or contact OMRI for verification. OMRI listing is not equivalent to organic certification and is not a product endorsement, and cannot be construed as such. Final decisions on the acceptability of a product for use in a certified organic system are the responsibility of a USDA accredited certification agent. It is the operator's responsibility to properly use the product, including following any restrictions.



Organic Materials Review Institute  
P.O. Box 11558, Eugene, OR 97440-3758, USA  
541.343.7600 · [info@omri.org](mailto:info@omri.org) · [OMRI.org](http://OMRI.org)





**Active Ingredient:**

<i>Bacillus thuringiensis</i> , subsp. <i>israelensis</i> , 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

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**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

1.0 FIRST AID	
<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>
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-877-315-9819 (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.

Mosquito Habitat	Suggested Rate Range*
<i>(Such as the following examples):</i>	
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.	0.25 - 2 pts/acres
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
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\*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.

Blackflies Habitat	Suggested Rate Range
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

Nuisance Fly Habitat	Suggested Rate Range*
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

Nuisance Midge Habitat	Suggested Rate Range*
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)

#### VectoBac 12AS

##### Rate in Pints

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

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

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





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#### 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.



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**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.



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**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





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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 & 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/ICAO 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.



**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)]

**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 = Extreme

REASON FOR ISSUE: Updated List #'s

APPROVAL DATE: 03/08/16

SUPERSEDES DATE: 04/14/15

LEGEND: N/A = Not Applicable

N/L = Not Listed

C = Ceiling

N/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.



## 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.



# PERMASEASE® 31-67

# SAFETY DATA SHEET

**NFPA Hazard Classification:**

## HEALTH

1

# FIRE

0

## REACTIVITY

0

## SPECIAL

N/A

**NFPA Hazard Rating Codes:**

**INSIGNIFICANT**

0

**SLIGHT**

1

**MODERATE**

2

HIGH

3

**EXTREME**

4

**Special Codes:**

**OX = oxidizer, SA = simple asphyxiant, # = 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

<b>Ingredient</b>	<b>CAS No.</b>	<b>Acute Toxicity:</b>
<b>Permethrin</b> (31.15%)	52645-53-1	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.)



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

**CAS No.**  
51-03-6

**Acute Toxicity:**

Ingestion/Oral-Rat:  
Inhalation-Rat:  
Skin-Rat LD50:

4300 mg/kg;  
>5 mg/L 4 Hour(s);  
>2000 mg/kg;

**Irritation:**

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.



# ADAPCO LLC

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**RCRA Information:** Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State, and local laws and are the user's responsibility. RCRA classification may apply. 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.



FENPROPATHRIN	GROUP	3A	INSECTICIDE
ABAMECTIN	GROUP	6	INSECTICIDE



**FOR NON-CROP GROUND APPLICATIONS.  
TRIPLE MODE OF ACTION INSECTICIDE TO PROVIDE  
OPERATIONAL CONTROL OF BOTH SUSCEPTIBLE AND  
PERMETHRIN-RESISTANT *Aedes* AND *Culex* MOSQUITOES.**

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, or as allowed by State regulations for persons treating private property.

**Active Ingredients:**

Fenpropathrin	4.0%
Abamectin	1.5%
C-8910	1.0%
<b>Other Ingredients</b>	<b>93.5%</b>
<b>Total</b>	<b>100.0%</b>

Contains 0.3 lbs of Fenpropathrin, 0.11 lbs of Abamectin and 0.08 lbs of C-8910 per gallon.

EPA Reg. No. 73049-526

EPA Est. No. 33762-IA-001

List No. A560205

**INDEX:**

- 1.0 First Aid
- 2.0 Precautionary Statements
  - 2.1 Hazard to Humans and Domestic Animals
  - 2.2 Physical or Chemical Hazards
  - 2.3 Personal Protective Equipment (PPE)
  - 2.4 User Safety Requirements
  - 2.5 User Safety Recommendations
  - 2.6 Environmental Hazards
- 3.0 Directions for Use
- 4.0 Application Instructions
- 5.0 Storage and Disposal
- 6.0 Notice To User: Warranty and Disclaimer Statement

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

**1.0**

FIRST AID	
If swallowed	<ul style="list-style-type: none"> <li>Call a poison control center or doctor 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>
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.</li> <li>Call a poison control center or doctor for immediate treatment advice.</li> </ul>
HOT LINE NUMBER	
<p>Have the product container label with you when calling a poison control center or doctor or going for treatment. For emergency medical treatment and or transportation emergency information contact 1-877-315-9819 or contact the National Pesticides Information Center (NPIC) at 1-800-858-7378, Monday through Friday, 8 AM to 12 PM PST, or at <a href="http://npic.orst.edu">http://npic.orst.edu</a>. For general information about this product, call 1-800-323-9597.</p>	

**2.0 PRECAUTIONARY STATEMENTS**

**2.1 HAZARDS TO HUMANS AND DOMESTIC ANIMALS  
CAUTION**

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

**2.2 Physical or Chemical Hazards**

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

**2.3 Personal Protective Equipment (PPE)**

Mixers, loaders, applicators and other handlers must wear:

- Long-sleeved shirt and long pants.
- Shoes plus socks.

**2.4 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.

**2.5 User Safety Recommendations**

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.

**2.6 Environmental Hazards**

This product is extremely toxic to fresh water and estuarine fish and invertebrates. Runoff from treated areas into a body of water may be hazardous to fish and aquatic invertebrates. This pesticide is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow drift when bees 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.



### 3.0 DIRECTIONS FOR USE

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

Before making the first application in a season, 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 water when disposing of equipment rinsate or wash waters.

#### **Resistance Management:**

For resistance management, please note that ReMoa Tri, TRIPLE ACTION INSECTICIDE SPACE SPRAY (from here on simply indicated as ReMoa Tri) contains both Group 3A and Group 6 insecticides. Any insect population may contain individuals naturally resistant to ReMoa Tri and other Group 3A and Group 6 insecticides. The resistant individuals may dominate the insect population if these insecticides are used repeatedly in the same fields. Hence appropriate resistance-management strategies should be followed.

To delay insecticide resistance, take the following steps: Avoid application of more than 30 applications and consecutive sprays of ReMoa Tri or other insecticides in the same group in a year.

Adopt an integrated pest management program for insecticide use that includes scouting, uses historical information related to pesticide use, record keeping, and which considers cultural, biological and other chemical control practices.

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 certified pest control advisor.

Note: When applications require dilution, ReMoa Tri can only be diluted with manufacturer-provided diluent. ReMoa Tri cannot be diluted with water or any other diluent.

### 4.0 APPLICATION INSTRUCTIONS

ReMoa Tri can be applied as an Ultra-Low Volume (ULV), or non-thermal aerosol spray (cold fog) in mosquito adulticiding programs involving outdoor residential, urban, industrial, and recreational areas, to control adult mosquitoes.

#### **Wide Area and Space Spray Application for Mosquito Control Over Non-Crop Areas**

Do not apply more than 1.018 fl oz of ReMoa Tri per acre in any two-day period. Do not make more than 30 applications

per site per year (For a maximum rate 30.54 fl oz of ReMoa Tri per acre per year). More frequent applications per site 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 the product through a **ULV Fogger** (also known as ULV cold fogger), which is a piece of equipment designed to disperse pesticide chemicals in the air as a mist or fog.

Use ReMoa Tri for control of mosquitoes in: residential areas, industrial areas, urban areas (utility tunnels, sewers, storm drains and catch basins, pipe chases, basements, underground passages, parking decks, crawl spaces, or uninhabited buildings), parks, campsites, woodlands, athletic fields, golf courses, playgrounds, recreational and overgrown waste areas, roadsides, swamps, marshes, tidal areas, corrals, feed lots, swine lots, poultry ranges, zoos, animal quarters, barns, dumps, junkyards, tire dumps, and other areas where adult mosquitoes may be found. For best results, apply when insects are most active and meteorological conditions are conducive to keeping the spray cloud in the air column close to the ground. An inversion of air temperatures and a light breeze is preferable. Apply during the cooler hours of the night or early morning. Apply when wind speed is equal to or greater than 1 mph.

#### **Droplet Size Determination for Ground Application Equipment**

Spray equipment must be adjusted so that the volume median diameter (VMD) is between 8-30 microns ( $8\mu \leq Dv0.5 \leq 30\mu$ ) and that 90% of the spray volume is contained in droplets smaller than 50 microns ( $Dv 0.9 < 50\mu$ ). A laser-based measurement instrument, or a 'hot wire' based droplet analyzer such as KLD labs DC-IV system, 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**

Create an optimum swath when possible. An optimum swath width can be achieved when ReMoa Tri is applied from a truck that is being driven perpendicular to the wind direction. Direct the spray head of equipment to ensure even distribution of the spray cloud throughout the area.

- FOR BEST RESULTS treat when mosquitoes or insects are most active and weather 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 is recommended.



To control mosquitoes and other listed insects, apply ReMoa Tri at a flow rate of 2.02 to 6.08 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. Do not apply in calm air conditions. Apply only when ground wind speed is greater than or equal to 1 mph. Conduct all types of applications at temperatures above 50°F. When targeting permethrin-resistant *Aedes* and *Culex* mosquitoes use a flow rate of 4.03 fluid ounces per minute at an average vehicle speed of 10 mph. If a different vehicle speed is used, adjust rate

accordingly. These rates are equivalent to 0.00080/0.00030/0.00020 to 0.00239/0.00089/0.00060 pounds of Fenpropathrin/Abamectin/C8910 respectively per air column acre. Vary flow rate according to vegetation density and mosquito population. Use higher flow rate in heavy vegetation or when populations are high. ReMoa Tri may also be diluted with the manufacturer's provided diluent (water or mineral oil should not be used as a diluent for ReMoa Tri) and applied by ground ULV equipment. Do not exceed 0.00239/0.00089/0.00060 pounds of Fenpropathrin/Abamectin/C8910 respectively per air column acre. Refer to the dilution tables on this label for flow rate calculations for diluted end-use formulations of ReMoa Tri. Use the following tables to calculate application rates:

**Flow Rate Based on a 300-Foot Swath Width (Fluid Ounces Per Minute)**

Application Rates (Pounds of Fenpropathrin AI per Air Column Acre)	Application Rates (Pounds of Abamectin AI per Air Column Acre)	Application Rates (Pounds of C-8910 AI per Air Column Acre)	ReMoa Tri (fl oz Per Air Column Acre)	Vehicle Speed (MPH)	Undiluted	Diluted 1:0.5	Diluted 1:1	Diluted 1:2
0.0008	0.0003	0.0002	0.341 (Low)	5	1.03	1.55	2.07	3.10
				10	2.07	3.10	4.13	6.20
				15	3.10	4.65	6.20	9.29
				20	4.13	6.20	8.26	12.39
0.00157	0.00059	0.00039	0.669 (Mid)	5	2.03	3.04	4.05	6.08
				10	4.05	6.08	8.11	12.16
				15	6.08	9.12	12.16	18.24
				20	8.11	12.16	16.21	24.32
0.00239	0.00089	0.0006	1.018 (High)	5	3.09	4.63	6.17	9.26
				10	6.17	9.26	12.34	18.51
				15	9.26	13.88	18.51	27.77
				20	12.34	18.51	24.68	37.02

When targeting permethrin-resistant *Aedes* and *Culex* mosquitoes, or other difficult to control species of mosquitoes, use the mid to high label rate. ReMoa Tri can not exceed the maximum rates of active ingredient per air column acre listed above.



## 5.0 STORAGE AND DISPOSAL

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

**Pesticide Storage:** Store in a cool, dry place.

**Pesticide Disposal:** Wastes resulting from the use of this product may be disposed of onsite or at an approved waste disposal facility.

**Container Disposal:** Non-refillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with mineral oil and recap. Shake for 10 seconds. Pour rinsate into application equipment or a rinse tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities.

## 6.0 NOTICE TO USER: WARRANTY AND DISCLAIMER STATEMENT

To the extent consistent with applicable law, seller makes no warranty, express or implied, of merchantability, fitness or otherwise concerning the use of this product other than as indicated on the label. To the extent consistent with applicable law, user assumes all risks of use, storage or handling not in strict accordance with accompanying directions.

*ReMoa Tri* is a trademark of Valent BioSciences LLC  
©2023

Registrant:  
**Valent BioSciences LLC**  
1910 Innovation Way, Suite 100  
Libertyville, IL 60048, U.S.A.  
1-800-323-9597

44-1044/R1 (Pkg. 99-1803/R2 B)

SPECIMEN



ReMoa Tri

SDS# VBC-0586 Revision 10

ISSUED 03/28/2023

[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:** ReMoa Tri, Triple Action Insecticide Space Spray**Synonyms:** VBC-60748 Insecticide**EPA Reg No.:** 73049-526**Code Number:** N/A**List Number:** N/A**Chemical Family:** Pyrethroid and macrocyclic lactone**Substance Registration Number(s)[REACH]:** N/A**1.2 Relevant Identified Uses and Uses Advised Against****Identified Uses:** Mosquito spray over urban areas**Uses Advised Against:** .**1.3 Details of the supplier of the Safety Data Sheet****Supplied By:** Valent BioSciences LLC

1910 Innovation Way, Suite 100

Libertyville, Illinois 60048

**1.4 EMERGENCY TELEPHONE NUMBERS****Emergency Health or Spill:**

VBC Product Information: (800)323-9597

Health Emergency (24 hours): 800-892-0099

Transportation (24 hr): CHEMTREC: 800-424-9300

**2. HAZARDS IDENTIFICATION****2.1 Classification of the Substance or Mixture**

Combustible Liquid (Category 4)

Acute toxicity - Oral (Category 4)

Specific target organ toxicity - single exposure - (Category 3)

Specific target organ toxicity - repeat exposure (Nervous System) - (Category 2)

**2.2 Labeling Elements****Symbol(s)**



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**Signal Word**

WARNING

**Hazard Statement(s)**

Harmful if swallowed  
Causes damage to the nervous system  
Causes damage to nervous system through prolonged or repeated exposure  
Combustible liquid

**Precautionary Statements:**
**Prevention**

Wash hands and face thoroughly after handling.  
Do not eat, drink or smoke when using this product.  
Wear protective gloves and clothing.  
Wear protective eyewear.  
Keep away from heat, hot surfaces, sparks, open flames and other ignition sources.  
No smoking.  
Take precautionary measures against static discharge.  
Avoid breathing dust, gas, mist, vapors or spray.

**Response**

In case of fire: Use water fog, carbon dioxide or dry chemical to extinguish.  
If SWALLOWED: Call a poison control center or doctor.  
Rinse mouth.  
If EXPOSED: Call a poison control center or doctor.  
Get medical advice/attention if you feel unwell.

**Disposal**

Dispose of contents/container in accordance with local/regional/national/international regulations.

**2.3 Other Hazards**

None known

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

CAS #	Ingredients	Percent
39515-41-8	Fenpropathrin	4.0
71751-41-2	Abamectin	1.5
	Other Ingredients	94.5





## SAFETY DATA SHEET

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### 4. FIRST AID MEASURES

#### 4.1 Description of First Aid Measures

**GENERAL:** In all cases of doubt, seek medical attention.

**INHALATION:** Using proper respiratory protection, immediately remove victim to fresh air and keep at rest in a position comfortable for breathing. Provide symptomatic/supportive care as necessary. Administer artificial respiration if breathing is stopped.

**SKIN:** Remove from source of exposure. Take off contaminated clothing. Flush with copious amounts of water. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.

**EYES:** Rinse with water as soon as possible and rinse cautiously for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention. Provide symptomatic /supportive care as necessary.

**INGESTION:** Rinse mouth. Do NOT induce vomiting. Do not give victim anything to drink if he/she is unconscious. Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get immediate medical advice/attention.

#### 4.2 Most important Symptoms and Effects, both Acute and Delayed

##### Acute

Tremors

##### Delayed

Tremors

#### NOTE TO PHYSICIAN:

• Early signs of intoxication include mydriasis (dilated pupils), ataxia (unsteadiness), and muscle tremors. Toxicity follows accidental ingestion of Abamectin and can be minimized by promptly administering activated charcoal.

#### 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

CAUTION: Carbon dioxide will displace air in confined spaces and may create an oxygen deficient atmosphere. Use water fog, carbon dioxide or dry chemical.



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**Unsuitable Extinguisher Media**

DO NOT use a solid stream of water directly on the fire as the water may spread the fire to a larger area.

**5.2 Specific Hazards Arising from the Chemical**

COMBUSTIBLE LIQUID. Vapors are heavier than air. Vapors may settle in low or confined areas, or travel long distances along the ground or surface to an ignition source where they may ignite, flashback, or explode. Keep away from heat, sparks, flames or other sources of ignition (e.g., static electricity, pilot lights, mechanical/electrical equipment). Contact with strong oxidizing agents may cause fire. Rags soaked in solvent can present a fire hazard and should be stored in UL listed or Factory Mutual approved, covered containers. Improperly stored rags, under certain conditions can lead to spontaneous combustion.

**Thermal decomposition products**

Carbon oxides, nitrogen oxides

**5.3 Advice to Firefighters****Protective Equipment and precautions for firefighters**

Evacuate area of unprotected personnel. Wear protective clothing including NIOSH-approved self-contained breathing apparatus. Remain upwind of fire to avoid hazardous vapors and decomposition products. Use water spray to cool fire-exposed containers and disperse vapors. CAUTION: Spilled material is slippery.

**Fire & Explosive hazard**

Inhalation, ingestion or contact with vapors or substance may cause irritation. Containers may explode when heated. Runoff and fire-control water may pollute waters.

**6. ACCIDENTAL RELEASE MEASURES****6.1 Personal Precautions, Protective Equipment and Emergency Procedures**

COMBUSTIBLE LIQUID. Eliminate all sources of ignition. Evacuate unprotected personnel from area. Maintain adequate ventilation. Follow personal protective equipment recommendations found in Section 8. Never exceed any occupational exposure limit.

**6.2 Environmental Precautions**

Keep out of drains, sewers, ditches and waterways. Avoid runoff to waterways and sewers. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.



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**6.3 Methods and Materials for Containment and Cleaning Up**

Contain spill, place into drums for proper disposal. Soak up residue with non-flammable absorbent material. DO NOT use sawdust or other cellulose-type material. Place in non-leaking containers for immediate disposal. Flush remaining area with water to remove trace residue and dispose of properly. Avoid direct discharge to sewers and surface waters. Notify authorities if entry occurs.

**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, and clothing. Use with adequate ventilation. Do not swallow. Avoid breathing vapors, mists, or dust. Do not eat, drink, or smoke in work area. Wash thoroughly after handling. Empty containers retain product residue (vapor, dust, or liquid) 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 source of ignition. They may explode and cause injury or death. Always open containers slowly to allow any excess pressure to vent. Use non-sparking tools and equipment. Properly dispose of any contaminated rags or cleaning materials in order to prevent fires.

**7.2 Conditions for Safe Storage**

COMBUSTIBLE LIQUID. Store in a cool, well ventilated area away from all sources of ignition and out of direct sunlight. Store in a dry location away from heat. Keep away from incompatible materials. Keep containers tightly closed. Do not store in unlabeled or mislabeled containers. Static electricity may accumulate and create a fire hazard. Ground fixed equipment. Bond and ground transfer containers and equipment. Protect containers against physical damage.

**Incompatibilities**

Avoid contact with heat, sparks, electric arcs, other hot surfaces, and open flames. Avoid other ignition sources.

**7.3 Specific End Use(s)**

Experimental Use Only by qualified researchers.



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## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1 Control Parameters

**Component Exposure Limits (Note: Exposure limits are not additive)**

Component	CAS-No.	Value	Basis
BHT	128-37-0	TWA 10 mg/m <sup>3</sup>	OSHA, ACGIH (TLV)

### 8.2 Exposure Controls

#### Appropriate Engineering Controls

Provide general ventilation. Where adequate general ventilation is unavailable use process enclosure, local exhaust ventilation, or other engineering controls.

**SKIN PROTECTION:** Wear protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact. Wear PVC, Viton, Nitrile gloves (AS2161).

**EYE PROTECTION:** Use chemical safety goggles and/or a full face shield where splashing is possible.

**RESPIRATORY PROTECTION:** Wear a dust/mist respirator if needed.

**Specific Hygiene Measures:** Avoid contact with skin and eyes. Do not eat, drink or smoke during work. Wash thoroughly after handling and before eating or drinking. Contaminated work clothing should not be allowed out of the workplace.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Liquid	Odor:	Not Determined
pH:	4.8 - 5.2	Color:	Clear Light Yellow to Tan
Melting Point:	Not Determined	Boiling Point:	Not Determined
Specific Gravity:	Not Determined	Solubility (H <sub>2</sub> O):	Not Determined
Density:	.916 g/cm <sup>3</sup> at 20.00°C	Evaporation Rate:	Not Determined
Octanol/H <sub>2</sub> O Coeff:	Not Determined	Decomposition Temp.:	Not Determined
Auto Ignition:	245°C	Flammability Class:	Not Determined
Flash Point:	62°C – 65°C	LFL:	Not Determined
Vapor Density:	Not Determined	UFL:	Not Determined
VOC:	Not Determined	Vapor Pressure:	Not Determined
Kinematic Viscosity:	Not Determined	Oxidation or Reduction Action	No significant oxidizing or reducing action or chemical incompatibility

## 10. CHEMICAL STABILITY AND REACTIVITY

### 10.1 Reactivity



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Stable under ordinary conditions of use and storage.

**10.2 Chemical Stability**

Stable under ordinary conditions of use and storage.

**10.3 Possibility of Hazardous Reactions**

Does not undergo hazardous polymerization.

**10.4 Conditions to Avoid**

Ignition sources (open flame, spark, heat, hot surface, static discharge, etc.), incompatibles, heating accumulation of static electricity

**10.5 Incompatible Materials**

Strong oxidizers, strong bases and strong acids.

**10.6 Hazardous Decomposition Products**

Carbon monoxide, carbon dioxide.

**11. TOXICOLOGICAL INFORMATION****11.1 Information on Toxicological Effects**

Product (and or TGAI) Toxicology

Acute Effects

Oral: LD<sub>50</sub> 1030 mg/kg

Dermal: LD<sub>50</sub> >5000 mg/kg

Inhalation: LC<sub>50</sub> > 5.57 mg/L in male and female rats.

Eye Irritation: Minimally irritating; cleared by 48hrs

Skin Irritation: Slightly irritating; cleared by day 7

Skin Sensitization: Not a contact sensitizer

**12. ECOLOGICAL INFORMATION****12.1 Ecotoxicity**

This product has not been tested for eco-toxicological effects. Treat with extreme caution and do not allow into waterways or lakes.

**12.2 Persistence and Degradability**

Environmental persistence and fate not evaluated.

**12.3 Bioaccumulation potential**

No data available



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**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: Regulated

UN PROPER SHIPPING NAME: NA1993 Combustible liquids n.o.s (Contains Ethyl Lactate Solution), 3, III

REMARKS: NOT REGULATED FOR DOMESTIC GROUND TRANSPORT BY US DOT FOR NON-BULK SHIPMENTS OF LESS THAN 450 LITERS (119 GALLONS). SEE 49 CFR 173.150(f)(2).

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





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SARA STATUS: Acute: No Chronic: No Fire: No CDT: No  
RCRA STATUS: Not regulated as hazardous

Consult applicable national, state provincial or local laws to determine regulations, laws or ordinances which may be applicable.

State Right-To-Know:

### Massachusetts Right To Know Components

2,6-Di-Tert-Butyl-P-Cresol CAS-No.:128-37-0

### Pennsylvania Right To Know Components

2,6-Di-Tert-Butyl-P-Cresol CAS-No.: 128-37-0

Abamectin CAS-No.: 71751-41-2

Ethyl L-lactate CAS No.: 687-47-8

### New Jersey Right To Know Components

2,6-Di-Tert-Butyl-P-Cresol CAS-No.: 128-37-0

Abamectin CAS-No.: 71751-41-2

Ethyl L-lactate CAS No.: 687-47-8

## 15.2 FIFRA – Pesticide Labeling

EPA : **CAUTION**

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

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

### Physical or Chemical Hazards

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

### Environmental Hazards

This pesticide is extremely toxic to aquatic organisms. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to aquatic organisms.

This pesticide is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow drift when bees 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.



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[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

### STORAGE AND DISPOSAL

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

**Pesticide Storage:** Store in a cool, 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:** [For 2.5-gallon Jugs]: Non-refillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with mineral oil and recap. Shake for 10 seconds. Pour rinsate into application equipment or a rinse tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

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

### 16. OTHER INFORMATION

#### **NFPA Hazard Ratings**

Health: N/D  
Flammability: Combustible  
Instability: N/D

#### **HMIS Hazard Ratings**

Health: N/D  
Flammability: N/D  
Instability: N/D

0 = minimal  
1 = slight  
2 = moderate  
3 = serious  
4 = Extreme

REASON FOR ISSUE: Updated section 14.

APPROVAL DATE: 03/28/2023



ReMoa Tri

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[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

SUPERSEDES DATE: 08/12/2022

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 LLC

(TM) = Registered Trademark of Valent BioSciences LLC

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, Valent BioSciences LLC 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, neither Valent BioSciences LLC 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. 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 LLC to confirm that you have the most current product label and SDS.

This Safety Data Sheet (SDS) may provide more information than the product label but does not replace or modify the product labeling (attached to and accompanying the product container). The product SDS and the product label both provide consistent and important health, safety, and environmental information as required by the Occupational Health and Safety Act (29 CFR 1910.1200, "Hazcom"). This requirement covers employers, employees, emergency responders, users and others handling the product. All necessary hazard classification and appropriate precautionary, use, storage, and disposal information is set forth on the labeling and the SDS.



# PermaSease™ 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

## 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.

## 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.



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 ≤ 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. 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.



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### **WARRANTY NOTICE**

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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.



**LEGAL NOTICE  
INVITATION TO BIDDERS**

Sealed Bids will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, FEBRUARY 25, 2025 at 2:00 P.M.** (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. All addendums will be posted on Purchasing Agent's website located at [www.fortbendcountytexas.gov](http://www.fortbendcountytexas.gov).

- 1. BID 25-041 - TERM CONTRACT FOR PURCHASE AND HAULING EARTHEN ROAD MATERIALS**
- 2. BID 25-042 - TERM CONTRACT FOR CONCRETE LIFTING**
- 3. BID 25-043 - TERM CONTRACT FOR WATER SOFTENER MAINTENANCE**
- 4. BID 25-045 - TERM CONTRACT FOR THERMOPLASTIC TRAFFIC COATING**
- 5. BID 25-046 - TERM CONTRACT FOR WEED, BRUSH AND INSECT CONTROL CHEMICALS**

Unit pricing required; payment will be by check. Bonds are not required. Fort Bend County reserves the right to reject any or all bids.

Signed:  
Jaime Kovar, Purchasing Agent  
Fort Bend County, Richmond, Texas  
281-341-8640



# 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:**  
2025-1270639

**Date Filed:**  
02/18/2025

**Date Acknowledged:**  
04/08/2025

**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

**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.**

B25-046  
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)



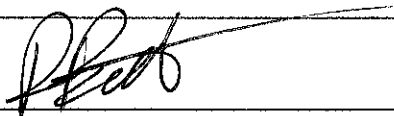


**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	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"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 75+ years	
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, TX 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"/> 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 # _____	Cert Date _____ _____ _____ _____	Exp Date _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 _____ \$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	2/21/25			

**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 25-046*

**SUBMIT BIDS TO:**

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

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

**SUBMIT NO LATER THAN:**

Tuesday, February 25, 2025  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 25-046  
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: RB



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, February 18, 2025 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 twelve (12) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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

## **2.0 TERMS & CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

Initials of Bidder: RB



County.

2.7 Invoices and Payments:

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

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

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


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

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

2.10 Warranty/Price:

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

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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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, 2025 through March 31, 2026** renewable annually for four (4) years (through March 31, 2030) 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: B25-046.
- 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 SPECIFICATIONS & BID PRICING:**

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Contractors shall 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 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

Initials of Bidder:



**Contract Sheet  
Bid 25-046**

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

This memorandum of agreement made and entered into on the 8 day of April, 2025,  
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 8 day of April 20 25.

**Fort Bend County, Texas**

By: \_\_\_\_\_

*KP George*

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**

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**MARUBENI AMERICA CORPORATION**

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

**HELENA AGRI-ENTERPRISES, LLC**

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

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

**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.

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

**Social security number**

-

or

**Employer identification number**

-

**Part II Certification**

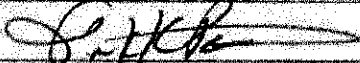
Under penalties of perjury, I certify that:

- 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

1/1/2026

**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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they





Job No.: Bid 25-046

**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\*\*

NA

\* 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]





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

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January 1, 2025

To Valued Business Partner:

Helena Agri-Enterprises, LLC ("Helena") is a single member LLC (in tax terminology, disregarded entity or "DRE") of Marubeni America Corporation for Federal income tax purposes. As a DRE, Helena has retained its EIN (71-0293688) and we encourage vendors to retain this EIN in their system. The IRS has issued a form confirming that the EIN belongs to Helena. 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 the DRE status.

As Helena Agri-Enterprises, LLC 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, it may be issued to Helena Agri-Enterprises, LLC (EIN 71-0293688).

If there are any questions or concerns regarding the W-9, please reach out to Michelle McCollum, Helena's Tax Senior Manager at 901-537-7359.



**Fort Bend County Pricing Form**

**Bid 25-046**

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

**Term: April 1, 2025 through March 31, 2026**

<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	\$18.45
minimum order	5 gals
returnable	no
30 gallon container	\$17.35
minimum order	30 gals
returnable	no
270 gallon container	\$16.80
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	\$56.45
minimum order	5 gals
returnable	no
5 gallon container	
minimum order	
returnable	
15 gallon container	
minimum order	
returnable	
30 gallon container	\$56.45
minimum order	30 gals
returnable	no
250 gallon container	\$56.00
minimum order	265 gals
returnable	yes
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	\$26.75
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	\$1.85
minimum order	8 containers
16 oz. container	\$1.85
minimum order	8 containers
64 oz. container	\$1.85
minimum order	8 containers
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$51.35
minimum order	5 gals
returnable	no
5 gallon container	
minimum order	
returnable	
30 gallon container	\$51.35
minimum order	30 gals
returnable	no
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	\$67.90
minimum order	5 gals
returnable	no
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$16.50
minimum order	
returnable	no
Brand Bid	Ranger Pro
5 gallon container	
minimum order	
returnable	
Brand Bid	
30 gallon container	\$15.95
minimum order	30 gals
returnable	no
Brand Bid	Ranger Pro



	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
275 gallon container	
minimum order	
returnable	
Brand Bid	
265 gallon container	\$15.50
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	\$34.05
minimum order	5 gals
returnable	no
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$321.00
minimum order	5 gals
returnable	no
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$13.89
minimum order	1 container
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	\$10.95
minimum order	12 containers
returnable	no
<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	\$19.45
minimum order	5 gals
returnable	no
30 gallon container	\$19.05
minimum order	30 gals
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	\$16.95
minimum order	4 gals
returnable	no
2.5 gallon container	\$15.80
minimum order	5 gals
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	\$80.65
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	\$6.25
minimum order	1 bottle
Brand Bid	Opensight
1.25 pound container	\$6.25
minimum order	1 bottle
Brand Bid	Opensight
10 pound container	\$6.25
minimum order	1 container
Brand Bid	Opensight



	<b>Vendor Name: ↓</b>
	<b>Helena Agri Enterprises</b>
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b> <b>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</b> <b>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,</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$107.95
minimum order	4 gals
returnable	no
<b>Item #21: Droplex Xtra, No Subs</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #22: Vastlan,</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$102.00
minimum order	5 gallons
returnable	no
30 gallon container	\$102.00
minimum order	30 gallons
returnable	no
<b>Item #23: Trycera Selective Herbicide, No Subs</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$90.00
minimum order	5 gals
returnable	no
265 gallon container	\$84.00
minimum order	265 gals
returnable	yes



	Vendor Name: ↓
	Helena Agri Enterprises
<b>Item #24: Dow Frequency, Bareground Herbicide, price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$610.00
minimum order	2 gallons
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	\$23.85
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	\$364.80
minimum order	5 gallons
Brand Bid	Method
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	\$9.69
minimum order	1 container
Brand Bid	Derigo
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	\$17.50
minimum order	1 case
Brand Bid	Telar XP



	Vendor Name: ↓
	Helena Agri Enterprises
<b>Item #31: EcoMIGHT</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	No Bid
minimum order	
Brand Bid	
2.5 gallon container	
minimum order	
Brand Bid	
55 gallon container	
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent,</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$38.00/ 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>price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$51.00/Justified
minimum order	4 gals
returnable	no
<b>Item #34: Liberate by Loveland Products, Inc.,</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs</b> <b>price per quart</b>	<b>Bid Price</b>
4 quarts (1 gallon container)	\$415.36
minimum order	1 quart
returnable	no
10 quarts (2.5 gallon container)	\$415.36
minimum order	2.5 gallons
returnable	no
<b>Item #36: TerraVue, No Subs</b> <b>price per ounce</b>	<b>Bid Price</b>
20 ounce container	\$6.56
minimum order	1 container
returnable	no
160 ounces (10 pound case)	\$6.56
minimum order	1 container
returnable	no



Insecticides	Vendor Name: ↓
	Helena Agri Enterprises
<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 case</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 1.5 ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
55 gallon container	
minimum order	
returnable	
Brand Bid	
275 gallon container	



Fort Bend County  
Bid 25-046

minimum order	
returnable	
Brand Bid	



	Vendor Name: ↓
	Helena Agri Enterprises
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), 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	
<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	
Brand Bid	
55 gallon container	
minimum order	
Brand Bid	
275 gallon container	
minimum order	
Brand Bid	
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet /case	No Bid



Fort Bend County  
Bid 25-046

minimum order	
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	Vendor Name: ↓
	Helena Agri Enterprises
<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 ULV (96.5% 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: ↓
	Helena Agri Enterprises
<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: ↓
	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
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		
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 #54: Summit Mosquito Dunks (Bti, 10.31%), price per dunk		Bid Price
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		



Vendor Name: ↓	
Helena Agri Enterprises	
Item #55: ReMoa Tri (Abamectin, Fenpropathrin, C8910) 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 #56: DeltaGuard (2% Deltamethrin) 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	



# 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:**  
2025-1289020

**Date Filed:**  
03/31/2025

**Date Acknowledged:**  
04/08/2025

**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.**

B25-046  
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)



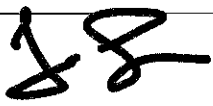


**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**

**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? 30+ years										
Federal ID # or S.S. #	04-3769161	SAM.gov Unique Entity ID # ETC3YG6348B5											
SAM.gov CAGE / NCAGE	5KY21												
Publicly Traded Business	___ No <u>X</u> Yes Ticker Symbol <u>NTR</u>												
Remittance Address	P.O. Box 10												
City/State/Zip	Wall Lake / IN / 51466												
Physical Address	13622 East Hardy Road												
City/State/Zip	Houston / TX / 77039												
Phone Number	(512) 492 - 5897												
E-mail	duane.whittaker@nutrien.com												
Contact Person	Duane Whittaker												
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												
_____	_____												
_____	_____												
_____	_____												
_____	_____												
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____	>\$22,400,000 <u>X</u>										
NAICs codes (Please enter all that apply)	325320, 115115, 115310, 424910, 541620, 561730												
Signature of Authorized Representative													
Printed Name	Tim Smith												
Title	Sr. Director												
Date	19 Feb 2025												

**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 25-046*

**SUBMIT BIDS TO:**

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

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

**SUBMIT NO LATER THAN:**

Tuesday, February 25, 2025  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 25-046  
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

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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, February 18, 2025 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 twelve (12) 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.
- TS 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, 2025 through March 31, 2026** renewable annually for four (4) years (through March 31, 2030) 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: B25-046.
- 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 SPECIFICATIONS & BID PRICING:**

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Contractors shall 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 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



**Contract Sheet  
Bid 25-046**

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

This memorandum of agreement made and entered into on the 8 day of April, 2025,  
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 8 day of April, 2025.

Fort Bend County, Texas

By: KP George County Judge, KP George

By: TS Signature of Contractor

By: Tim Smith, Sr. Director Printed Name and Title



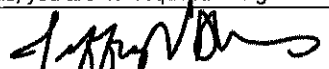
**Request for Taxpayer  
Identification Number and Certification**  
Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Nutrien Ag Solutions Inc</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) <b>5</b> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>3005 Rocky Mountain Avenue</b> <b>6</b> City, state, and ZIP code <b>Loveland, CO 80538</b> <b>7</b> List account number(s) here (optional)	Requester's name and address (optional)

<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ] - [ ][ ] - [ ][ ][ ][ ] or <b>Employer identification number</b> <b>0 4 - 3 7 6 9 1 6 1</b>
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<b>Part II Certification</b> 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. <b>Certification instructions.</b> 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>1/1/2025</b>

**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).  
**What's New**  
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).



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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN](http://www.irs.gov/EIN). 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**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 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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to [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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. 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: 13622 E. Hardy Road, Houston, TX, 77039

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

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

\_\_\_\_\_

\_\_\_\_\_

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

Fort Bend County Tax Acct. No.\*

9960-03-0001-906

Property address or location\*\*

7724 Brinkmeyer, Needville, TX 77461

\* 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 Loveland, Colorado.  
[Company Name] [City and State]





To Whom It May Concern,

Thank you for the opportunity to bid for Bid 25-046 Weed Brush Insect Chemicals.

Nutrien has been one of North America's largest retailers of herbicides for many years and, is uniquely positioned to deliver quality products at competitive prices. We have one facility located in Fort Bend County and another just north of Fort Bend County allowing for quick response time for the County's needs.

Bid document General Requirements 1.18 states:

"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."

Pursuant to this clause Nutrien is offering equivalent products to many Name Brands requested.

Included in this bid packet is a document labeled "Brand Bid". This document shows the bid item number, and the brand Nutrien is bidding. Also included is the front page of the label for brands bid. It is Nutrien's intent to be as clear as possible about the products being offered. Hopefully you find this helpful when considering this bid.

If you'd like to discuss any of the products in more detail or have any vegetation management issues my contact information is:

Duane Whittaker  
Sales Representative – Vegetation Management  
(512) 492-5897  
Duane.Whittaker@nutrien.com

Thank you for considering our bid and I look forward to working with the you.

**Duane Whittaker**





## Brand Bid

Item Number	Brand Bid
1	Platoon
2	Ecomazapyr 2SL
3	Oust Extra
4	Escort
5	Tricolpyr 3
6	Garlon 4 Ultra
7	Gly Star Plus
8	Target 6 Plus
9	Milestone VM
10	Outrider
11	Reign LC
12	AquaNeat
13	Mad Dog 5.4
14	Scanner
15	Scanner
16	Triumph 22K
17	Opensight
18	No Bid
19	No Bid
20	Plateau
21	No Bid
22	Vaslan
23	No Bid
24	Frequency
25	Li-700
26	Phase
27	AquaNeat
28	Method 240 SL
29	Derigo
30	Telar XP
31	No Bid
32	Reign
33	Liberate
34	Liberate
35	Esplanande 200 SC
36	TerraVue
37	No Bid
38	No Bid
39	Turf Trax Blue HC
40-56	No Bid





# PLATOON®

## A SELECTIVE WEED KILLER

FOR CONTROL OF MANY BROADLEAF WEEDS AND BRUSH CONTROL IN CORN, SOYBEANS (PRE-PLANT), SMALL GRAINS, PASTURES, RANGELANDS, AND OTHER LISTED CROPS AND IN NON-CROP AREAS SUCH AS LAWNS, ORNAMENTAL TURF, DRAINAGE DITCHBANKS, FENCE ROWS, RIGHTS-OF-WAY. ALSO FOR AQUATIC WEED CONTROL, CONTROL OF TREES BY INJECTION, AND TANK MIXES.

### ACTIVE INGREDIENT:

Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid\* ..... 46.80%

OTHER INGREDIENTS: ..... 53.20%

TOTAL ..... 100.00%

Isomer Specific AOAC Method, Equivalent to:

\*2,4-Dichlorophenoxyacetic Acid ..... 39.3%, 3.8 lbs./gal.

### 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.)

SEE INSIDE BOOKLET FOR FIRST AID  
AND ADDITIONAL PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300.

For Medical Emergencies Only, Call (877) 325-1840.

EPA REG. NO. 228-145

EPA EST. NO. 228-IL-1

Manufactured for Nufarm Americas Inc., 150 Harvester Drive, Burr Ridge, IL 60527





# ECOMAZAPYR 2 SL

For control of undesirable emergent and floating aquatic vegetation in and around standing and flowing water, including estuarine and marine sites.

For control of undesirable vegetation growing in or around surface water in wetland, riparian and terrestrial habitats and can be used for cut stump, cut stem and frill and girdle treatments within aquatic sites.

For basal bark and stem application of brush and trees in noncropland areas.

For control of undesirable vegetation in grass pasture, rangeland and for establishment and maintenance of wildlife openings (except in the state of California). For control of undesirable vegetation in unimproved industrial non-cropland Bermudagrass and Bahiagrass, and industrial non-cropland areas such as railroad, utility, pipeline and highway rights-of-way, utility plant sites, petroleum tank farms, pumping installations, transmission lines, fence rows, storage areas, around commercial and industrial building perimeters, non-irrigation ditchbanks, access roads, airfields, airports, industrial bare ground areas, and under paved surfaces.

For control of undesirable vegetation as a spot treatment of undesirable brush and hardwood vegetation.

## ACTIVE INGREDIENT:

## % BY WT.

Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)\* . . . . 27.8%

OTHER INGREDIENTS: . . . . . 72.2%

TOTAL: . . . . . 100.0%

\*Equivalent to 22.6% or 2 pounds acid equivalent per gallon. Alligare

Ecomezapyr 2 SL is an aqueous solution.

EPA Reg. No. 81927-22 EPA Est. No. 37429-GA-001<sup>BT</sup>; 81927-AL-001<sup>PM</sup>  
75640-COL-001<sup>PC</sup>; 39578-TX-001<sup>ST</sup>; 7401-TX-001<sup>TX</sup>  
Letter(s) in lot number correspond(s) to superscript in EPA Est. No.

## KEEP OUT OF REACH OF CHILDREN CAUTION/ PRECAUCION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

## PRECAUTIONARY STATEMENTS

### HAZARD TO HUMANS AND DOMESTIC ANIMALS

**CAUTION!** Harmful if swallowed or 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.

## Manufactured for:

Alligare, LLC  
1565 5<sup>th</sup> Avenue  
Opelika, AL 36801

**Net Contents: 2.5 Gallons (9.46 liters)**

## FIRST AID

**If swallowed:** Call a poison control center or doctor for further treatment advice. Have person sip a glass of water if able to swallow. **DO NOT** induce vomiting unless told to do so by a poison control center or doctor. **DO NOT** give anything 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 further treatment advice.

## HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor or going for treatment. For medical emergencies involving this product, call 1-800-424-9300.

See inside label booklet for additional Precautionary Statements and Directions for Use.

EPA 20240614



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**OUST**<sup>®</sup>  
EXTRA Herbicide

**GROUP 2 HERBICIDE**

**Dispersible Granules**

**Active Ingredient**

**By Weight**

Sulfometuron-methyl  
{Methyl 2-[[[(4,6-dimethyl-2- pyrimidinyl)  
amino]-carbonyl]amino] sulfonyl]benzoate} .....56.25%  
Metsulfuron-methyl  
Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-  
triazin-2-yl)amino]-carbonyl]amino]sulfonyl]  
benzoate .....15.00%

**Other Ingredients**.....28.75%

**Total** 100%

**EPA Reg. No. 101563-173**

**EPA Est. No.**

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

**85787128**

**85805304F 221216AV1**

**Nonrefillable Container**

**Net Weight:**

**4 Pounds**

See Back Panel for First  
Aid Instructions and  
Booklet for Complete  
Precautionary Statements  
and Directions for Use.

**envu**<sup>™</sup>





METSULFURON-METHYL GROUP 2 HERBICIDE

## Herbicide

Dry Flowable

Active Ingredient

Metsulfuron methyl

Methyl 2-[[[4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate .....60%

Other Ingredients .....40%

TOTAL 100%

EPA Reg. No. 101563-167

EPA Est. No. 67545-AZ-002

By Weight

D00000928

DPM00000773A 221216AV1a

Nonrefillable Container

Net Weight:

1 Pound

envu™

### KEEP OUT OF REACH OF CHILDREN CAUTION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail.)

See Panel for First Aid Instructions and Booklet for Complete Precautionary Statements and Directions for Use.

#### FIRST AID

**IF ON SKIN OR CLOTHING:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for further 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 further 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 1-800-424-9300 for emergency medical treatment information.

PRODUCED FOR  
Environmental Science U.S., LLC  
5000 CentreGreen Way, Suite 400  
Cary, NC 27513



**GROUP 4 HERBICIDE**

# TRICLOPYR 3

Herbicide for Control of Woody Plants, Aquatic Plants and Annual and Perennial Broadleaf Weeds in Forests; Industrial Non-crop areas including industrial manufacturing and storage sites; Rights-of-way such as electrical power lines, communication lines, pipelines, roadsides, and railroads; Fence rows; Non-irrigation ditch banks; Non-crop areas around farm buildings; on Christmas tree plantations; Chemical mowing\*; on Wetland sites in production forests and industrial non-crop areas; in Aquatic sites such as ponds, lakes, reservoirs, non-irrigation canals, and ditches which have little or no continuous outflow.

\*Not approved for this use in California.

**ACTIVE INGREDIENT:**

Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid,  
triethylamine salt\* ..... 44.4%  
**OTHER INGREDIENTS:** ..... 55.6%  
**TOTAL:** ..... 100.0%

\*Contains 3 pounds of Triclopyr acid equivalent per gallon (31.8%)

EPA Reg. No. 81927-13

EPA Est. No. 42750-MO-001<sup>ALB</sup>  
81927-AL-001<sup>PM</sup>; 75640-COL-001<sup>PC</sup>  
7401-TX-001<sup>TX</sup>; 51896-MS-19<sup>NT</sup>

Letter(s) in lot number correspond(s) to superscript in EPA Est. No.

## 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).

### PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS DANGER

Corrosive. Causes irreversible eye damage. Harmful if absorbed through skin or swallowed. Do not get in eyes, on skin, or on clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. 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.

Manufactured for:  
Alligare, LLC  
1565 5th Avenue  
Opelika, AL 36801

**Net Contents: 2.5 Gallons (9.46 liters)**

**FIRST AID**

<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>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 by mouth to an unconscious person.</li></ul>

**HOT LINE NUMBER**

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

**NOTE TO APPLICATOR:** Allergic skin reaction is not expected from exposure to spray solutions of Alligare Triclopyr 3 herbicide when used as directed.

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

See label booklet for additional Precautionary Statements and Directions for Use.

EPA 20210806



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# Specimen Label

TRICLOPYR

GROUP

4

HERBICIDE



# Garlon® 4 Ultra

HERBICIDE

™/®Trademarks of Corteva Agriscience and its affiliated companies

**For the control of woody plants and vines, and annual and perennial broadleaf weeds on:**

- forest sites;
- non cropland areas including: electrical power and utility rights-of-way, industrial sites, non-irrigation ditch banks, pipelines, railroads, roadsides; and
- natural areas and wildlife habitat and management areas;
- including grazed areas on all of these listed sites.

Active Ingredient:

triclopyr: 2-[(3,5,6-trichloro-2-pyridinyl)oxy]

acetic acid, butoxyethyl ester ..... 60.45%

Other Ingredients..... 39.55%

Total ..... 100.00%

Acid equivalent: triclopyr – 43.46% – 4 lb/gal

## Precautionary Statements

### Hazards to Humans and Domestic Animals

EPA Reg. No. 62719-527

**Keep Out of Reach of Children**

## CAUTION

**Causes Moderate Eye Irritation • Harmful If Swallowed • 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.**

### Personal Protective Equipment (PPE)

**Applicators and other handlers who handle this pesticide must wear:**

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of barrier laminate, nitrile rubber ≥14 mils, neoprene rubber ≥14 mils, or viton ≥14 mils
- Shoes plus socks

Follow the 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.

### Engineering Controls

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

## User Safety Recommendations

Users should:

- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

## First Aid

**If 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 swallowed:** Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-992-5994 for emergency medical treatment information.

## Environmental Hazards

This pesticide is toxic to fish. Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

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

## Directions for Use

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

Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation.

## Agricultural Use Requirements

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

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

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

- Coveralls
- Chemical-resistant gloves made of barrier laminate, nitrile rubber ≥14 mils, neoprene rubber ≥14 mils, or viton ≥14 mils
- Shoes plus socks

## Non-Agricultural Use Requirements

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

**Entry Restrictions for Non-WPS Uses:** Do not enter or allow others to enter the treated area until sprays have dried.

## Storage and Disposal

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

**Pesticide Storage:** Store above 28°F or agitate before use.

**Pesticide Disposal:** Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility. Open dumping is prohibited.



# GLY STAR PLUS<sup>®</sup>

## SPECIMEN LABEL

Read the "CONDITIONS OF SALE AND WARRANTY" statement at the end of the label before buying or using this product. If terms are not acceptable, return at once unopened.

**ACTIVE INGREDIENT:**

\*Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt .....41.0%

**OTHER INGREDIENTS:** .....59.0%

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

\*Contains 480 grams per litre or 4 pounds per U.S. gallon of the active ingredient, glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per litre or 3 pounds per U.S. gallon of the acid, glyphosate.

**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

See inside booklet for complete First Aid, Precautionary Statements, Directions For Use, Storage and Disposal, and Conditions of Sale and Warranty.

For 24-hour chemical spill, leak, fire, exposure or accident response information, call CHEMTREC toll free at 1-800-424-9300.

**AVOID CONTACT OF HERBICIDE WITH FOLIAGE, GREEN STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION MAY RESULT.**

Manufactured by:  
**ALBAUGH, LLC**

1525 NE 36th Street, Ankeny, IA 50021



**NON-SELECTIVE  
HERBICIDE**

EPA Reg. No. 42750-61  
AD020223X

**ALBAUGH<sup>®</sup>**  
your alternative



# TARGET<sup>®</sup> 6 Plus

**MSMA Plus Surfactant for Postemergence Weed Control in Cotton, Golf Courses, Sod Farms and Highway Rights of Way**

**ACTIVE INGREDIENT:**

Monosodium acid methanearsonate\* (MSMA).....48.30%

OTHER INGREDIENTS: .....51.70%

TOTAL: .....100.00%

Total arsenic (as elemental) all in water soluble form 22.30%

\*Product contains 6.0 lbs MSMA per gallon

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

**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 do so 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.

**IF INHALED:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

**HOT LINE NUMBER**

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

**SEE PRODUCT LABEL FOR ADDITIONAL PRECAUTIONARY STATEMENTS**

FOR CHEMICAL SPILL, LEAK, FIRE OR EXPOSURE CALL TOLL FREE: **1-800-424-9300**  
**AGRICULTURAL CHEMICAL DO NOT SHIP OR STORE WITH FOODS, FEEDS, DRUGS, OR CLOTHING**

EPA Reg. No.: 42519-3

EPA Est. No.: 42519-ISR-1

**Net contents: 2.5 Gallons**



Manufactured for:

**LUXEMBOURG-PAMOL, INC.**

3647 Willowbend Boulevard, Suite 810

Houston, TX 77054, U.S.A., Tel. 877-343-4239

**MADE IN ISRAEL**

5003-4/130206\_1/11



# Specimen Label



# Milestone<sup>®</sup> VM

## Specialty Herbicide

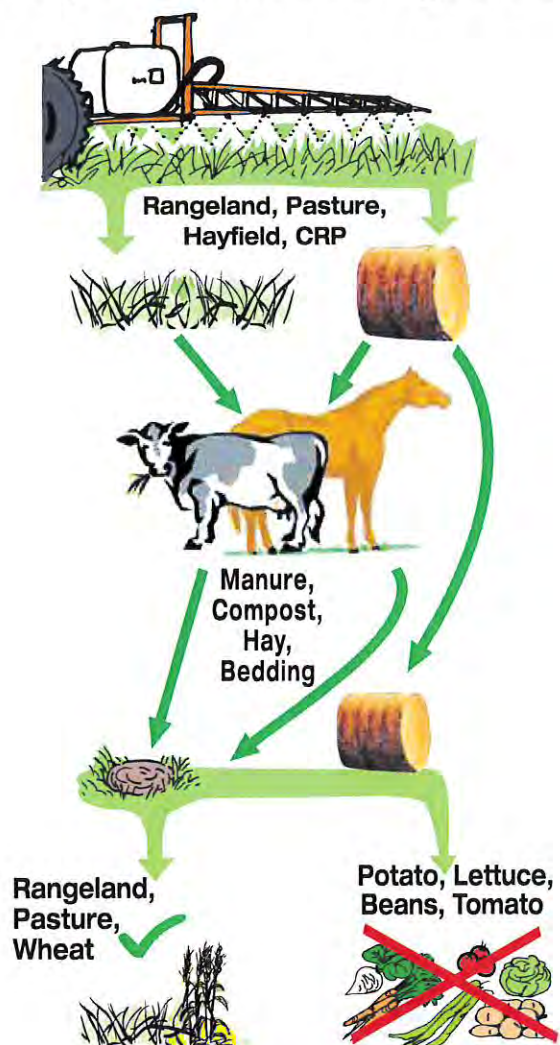
®Trademark of Dow AgroSciences LLC

For control of susceptible weeds and certain woody plants, including many invasive and noxious weeds, on non-cropland areas including industrial sites, rights-of-way (such as roadsides, electric utility and communication transmission lines, pipelines, and railroads), non-irrigation ditch banks, natural areas (such as wildlife management areas, wildlife openings, wildlife habitats, recreation areas, campgrounds, trailheads and trails), and grazed areas in and around these sites.

### IMPORTANT ADVISORY TO PREVENT INJURY TO DESIRABLE PLANTS

- It is mandatory to follow the **"Use Precautions and Restrictions"** section of this product label.
- Carefully read the section **"Plant Residues or Manure."**
- Manure and urine from animals consuming treated grass or hay may contain enough aminopyralid to cause injury to sensitive broadleaf plants.
- Inform the recipient of hay or manure from animals grazing pastures or feeding on hay from areas treated with aminopyralid of the label use precautions and restrictions.
- Consult with a Dow AgroSciences representative if you do not understand the "Use Precautions and Restrictions".  
**Call [1-(800) 263-1196]**  
**Customer Information Group.**

### Hay and Manure Management





Not For Sale, Distribution, or Use in New York State.

GROUP	4	HERBICIDE
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**Active Ingredient:**

Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro-.....	40.6%
Other Ingredients .....	59.4%
Total.....	100.0%

Acid Equivalent: aminopyralid (2-pyridine carboxylic acid, 4-amino-3,6-dichloro-) - 21.1% - 2 lb/gal

EPA Reg. No. 62719-537

## Keep Out of Reach of Children

# CAUTION

Refer to inside of label booklet for Directions for Use.

**Notice:** Read the entire label. Use only according to label directions. Before using this product, read Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies at end of label booklet. If terms are unacceptable, return at once unopened.

In case of emergency endangering health or the environment involving this product, call 1-800-992-5994.

Agricultural Chemical: Do not ship or store with food, feeds, drugs or clothing.

### First Aid (Cont.)

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-800-992-5994 for emergency medical treatment information

### Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater or rinsate.

### Directions for Use

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

Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

Not For Sale, Distribution, or Use in New York State.

**Entry Restrictions:** For applications on non-cropland areas, do not enter or allow worker entry into treated areas until sprays have dried.

### Storage and Disposal

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

**Pesticide Storage:** If this product is exposed to subfreezing temperatures, the active ingredient may crystallize and settle out of solution. Under these conditions the product should be warmed to at least 40°F and agitated well to dissolve any crystallized active ingredient prior to use.

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

#### Nonrefillable containers 5 gallons or less:

**Container Handling:** Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse** as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. **Pressure rinse** as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

#### Refillable containers larger than 5 gallons:

**Container Handling:** Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full with water. Agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

#### Nonrefillable containers larger than 5 gallons:

**Container Handling:** Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available, or puncture and dispose of in

### Precautionary Statements

#### Hazards to Humans and Domestic Animals

# CAUTION

Causes Moderate Eye Irritation

Avoid contact with eyes or clothing.

#### Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks

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

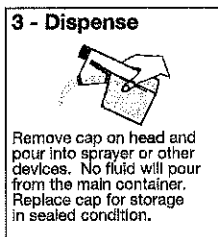
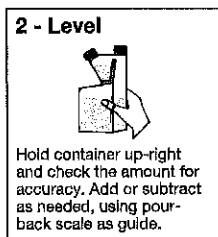
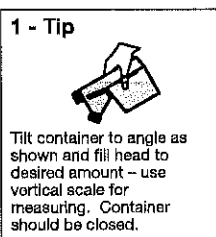
### User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.

### 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.







**OUTRIDER®**  
Herbicide

### Complete Directions for Use Pamphlet

EPA Reg. No. 59639-223

#### WATER DISPERSIBLE GRANULE

**Outrider® Herbicide is a selective herbicide for the control of certain annual and perennial grasses and broadleaf weeds in select pasture grasses and rangelands, non-crop areas and in winter and spring wheat.**

Read the entire label before using this product.

Use only according to label instructions.

Not all products referred to in this label are registered for use in California. Check the registration status of each product in California before using.

Read **LIMIT OF WARRANTY AND LIABILITY** before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. VALENT U.S.A. CORPORATION DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION OR REPACKAGING.

### 1.0 INGREDIENTS

#### ACTIVE INGREDIENT:

Sulfosulfuron .....	75.0%
OTHER INGREDIENTS .....	25.0%
	100.0%

### 2.0 IMPORTANT PHONE NUMBERS

FOR PRODUCT INFORMATION OR  
ASSISTANCE IN USING THIS PRODUCT,  
CALL TOLL-FREE, 800-682-5368

IN CASE OF AN EMERGENCY  
INVOLVING THIS PRODUCT,  
OR FOR MEDICAL ASSISTANCE,  
CALL, DAY OR NIGHT, 800-892-0099

### 3.0 PRECAUTIONARY STATEMENTS

#### 3.1 Hazards to Humans and Domestic Animals

**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

CAUSES MODERATE EYE IRRITATION

Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

#### FIRST AID

**IF IN EYES** Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes.

Call a poison control center or physician for treatment advice.

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

In case of an emergency involving this product, call, day or night, **800-892-0099**.

This product is identified as **Outrider Herbicide, EPA Reg. No. 59639-223**.

### PERSONAL PROTECTIVE EQUIPMENT (PPE):

**Applicators and other handlers must wear:** long-sleeved shirt and long pants and shoes plus socks. 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.

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

#### User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- 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.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

### 3.2 Environmental Hazards

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

This pesticide is highly toxic to non-target plants. Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Drift and runoff may be hazardous to plants in neighboring areas. Do not contaminate water when cleaning equipment or disposing of washwaters or rinsate.





## DEPOSITION AID DRIFT CONTROL AGENT

### Principal Functioning Agents:

Polyvinyl polymer (polyacrylamide) .....	30%
Constituents ineffective as spray adjuvants .....	70%
<b>TOTAL</b> .....	<b>100%</b>

CA Reg. No. 34704-50048

**KEEP OUT OF REACH OF  
CHILDREN**



## WARNING

**Precautionary Statements:** Causes eye irritation. Causes skin irritation. May be harmful if swallowed. Wash hands thoroughly after handling. Wear protective gloves and eye/face protection. May be harmful if inhaled. **Environmental Precautions:** Prevent further leakage or spillage if safe to do so. Do not contaminate water. Do not allow to enter drains, sewers, or watercourses.



**NET CONTENTS: 1 QT (946 mL)**

Manufactured for:  
**LOVELAND PRODUCTS, INC.**  
PO Box 1286 • Greeley, CO 80632-1286



G0814

### PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS & DOMESTIC ANIMALS

**Personal Protective Equipment:** Wear protective gloves and eye/face protection.

**First Aid:** **If on Skin or Clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice. **If in Eyes:** Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. **If Swallowed:** Call a poison control center or doctor immediately for treatment advice. Have a person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. **If 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.

**FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT, CALL 1-866-944-8565.**

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

REIGN® LC is an effective, easy-to-use adjuvant for deposition improvement and drift retardation in spraying operations. REIGN LC is compatible with most water soluble and wettable powder pesticides, desiccants and cotton defoliants when applied by aerial application or standard ground equipment.

### REIGN LC Directions for Use - Suggested Use Rates

Pressure	Ground/Aerial rate / 100 gallons
Below 20 psi .....	1 to 2 ounces
Below 40 psi .....	1.5 to 3 ounces
Above 40 psi .....	2 to 4 ounces

**Turf, Ornamental and Industrial Spraying:** Use approximately 1 tablespoon of REIGN LC per 5 gallons of spray solution.

**REIGN LC use precautions:** The degree of drift hazard varies with the type of pesticide, application conditions and vegetation near the sprayed area. Consult your local agricultural advisor. Remember, pesticide drift is no accident. Common sense and sound application technology must be followed when spraying pesticides. REIGN LC will retard, but not totally eliminate, drift.

To avoid product degradation and equipment corrosion, do not use iron, copper, or aluminum containers or equipment. This material reacts slowly with iron, copper and aluminum, resulting in corrosion and product degradation. Do not store near oxidizing agents.

**Environmental Hazards:** Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

**THIS PRODUCT CAN BE USED IN THE FOLLOWING SETTINGS: AGRICULTURAL, AQUATIC, FORESTRY, INDUSTRIAL, MUNICIPAL, NON-CROPLAND, ORNAMENTAL, RIGHTS-OF-WAY AND TURF.**

### STORAGE AND DISPOSAL

**STORAGE:** Store in cool, dry place. Store in original container. Keep container tightly closed. Do not reuse empty container. **DISPOSAL:** Do not contaminate water, food or feed by storage or disposal. Dispose of contents/container on-site or at an approved waste disposal facility. Triple rinse (or equivalent) adding rinse water to spray tank. Offer container for recycling or dispose of container in sanitary landfill, or by other procedures approved by appropriate authorities. Recycling decontaminated containers is the best option of container disposal. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at [www.acrcycle.org](http://www.acrcycle.org).

**For help with any spill, leak, fire or exposure involving this material, call day or night CHEMTREC 1-800-424-9300.**

### CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

**BEFORE BUYING OR USING THIS PRODUCT,** read the Directions for Use and the following Conditions of Sale and Limitation of Warranty and Liability. By buying or using this product, the buyer or user accepts the following Conditions of Sale and Limitation of Warranty and Liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary. LOVELAND PRODUCTS, INC. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, when the product is used in accordance with such Directions for Use under normal conditions of use. LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.



GROUP 9 HERBICIDE

# AquaNeat®

## Aquatic Herbicide

FOR USE ON EMERGED AQUATIC WEEDS AND BRUSH IN AQUATIC SITES. FOR USE IN FORESTRY (INCLUDING WEED CONTROL IN CHRISTMAS TREE PLANTATIONS), PASTURES, RANGELANDS, RIGHTS-OF-WAY, HABITAT RESTORATION AREAS, NON-CROP AND OTHER LISTED APPLICATION SITES.

**ACTIVE INGREDIENT:**

Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt\* ..... 53.8%

**OTHER INGREDIENTS:** ..... 46.2%

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

\*Contains 648 grams per litre or 5.4 pounds per U.S. gallon of the active ingredient, glyphosate, in the form of its isopropylamine salt. Equivalent to 480 grams per litre or 4 pounds per U.S. gallon of the acid, glyphosate.

### KEEP OUT OF REACH OF CHILDREN CAUTION / PRECAUCION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.  
(If you do not understand the label, find someone to explain it to you in detail.)

SEE INSIDE BOOKLET FOR FIRST AID AND ADDITIONAL PRECAUTIONARY STATEMENTS

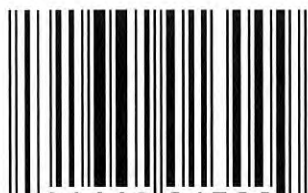
For Medical Emergencies, Call (877) 325-1840

For Chemical Spill, Leak, Fire, or Exposure, Call CHEMTREC (800) 424-9300

EPA Reg No. 228-365

Manufactured for  
Nufarm Americas Inc.  
11901 S. Austin Avenue  
Alsip, IL 60803

 **Nufarm**  
Grow a better tomorrow



1 91662 01300 9

**Net Contents**  
**2.5 Gal.**  
**(9.46 L)**  
**Nonrefillable Container**

14501000





Avoid contact of herbicide with foliage, green stems, exposed non-woody roots or fruit of crops, desirable plants and trees, because severe injury or destruction may result.

**ACTIVE INGREDIENT:**

Glyphosate\*, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt..... 53.80%

**OTHER INGREDIENTS:**..... 46.20%

**TOTAL** 100.00%

\*Contains 648 grams per liter or 5.4 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 480 grams per liter or 4.0 pounds per U.S. gallon of the acid, glyphosate.

**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

For Additional Precautionary Statements, Complete First Aid, Directions for Use, Storage and Disposal and Other Use Information, See Inside This Label Booklet

**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 treatment advice.</li></ul>
<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 a person sip a 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><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 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 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.

**FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1-866-944-8565.**

EPA REG. NO. 34704-929  
EPA EST. NO. 34704-XX-XXX  
NET CONTENTS 2.5 GAL (9.46 L)

081016 V2D 06B17





## NON-IONIC SURFACTANT ANTIFOAMING AGENT

### Principal Functioning Agents:

3-oxapentane-1,5-diol, propane-1,2,3-triol, alkylphenol ethoxylate, polydimethylsiloxane .....	80%
Constituents Ineffective as Spray Adjuvants .....	20%
<b>TOTAL</b> .....	<b>100%</b>

CA Reg. No. 34704-50064; WA Reg. No. 34704-09003

**KEEP OUT OF REACH OF CHILDREN**



## WARNING

**Precautionary Statements:** Harmful if swallowed. Causes skin irritation. Causes serious eye irritation. Wash hands thoroughly after handling. Do not eat, drink or smoke when using this product. **Environmental Precautions:** Prevent further leakage or spillage if safe to do so. Do not contaminate water when cleaning equipment or disposing of equipment washwaters. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not allow to enter drains, sewers, or watercourses.

**NET CONTENTS: 2.5 GAL. (9.46 L)**



0 21077 94981 8

12311

Loveland Products, Inc. • PO Box 1286 • Greeley, CO 80632-1286

**Personal Protective Equipment:** Wear protective gloves/protective clothing/eye protection/face protection.

**First Aid:** **If on skin or clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. **If in eyes:** Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. **If swallowed:** Call a poison control center or doctor immediately for treatment advice. Have the person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. **If 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.

**FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT, CALL 1-866-944-8565.**

**GENERAL:** SCANNER® is a low-foaming, non-ionic type surfactant. It is used as a spray tank adjuvant to reduce surface tension of spray solutions and to improve wetting and distribution of pesticides on plants and into soil.

**DIRECTIONS FOR USE:** When added in the spray tank, SCANNER Non-Ionic Surfactant provides more thorough and uniform wetting by reducing surface tension of the spray mixture. Also follow precautions and directions for all the spray materials used. Variations in conditions, such as result from water type, equipment, plant maturity, weather conditions and other factors, may cause some variation in the amount of SCANNER needed. The application rates on this label are based on pesticide labels which recommend the use of a non-ionic surfactant. Rates of this product may be increased or decreased. For optimum results, follow pesticide labeling for proper recommendations. Before using SCANNER where a non-ionic surfactant may not be recommended, the user or applicator advisor must have experience with the combination or must have conducted a phytotoxicity trial.

**MIXING INSTRUCTIONS:** For wettable powders and water soluble materials, add SCANNER in water before adding pesticide to spray tank. For emulsifiable products, add SCANNER after a good emulsion is formed.

**For Use with Acaricides, Insecticides, Fungicides, Miticides (livestock sprays):** Use 3-8 fl. oz. per 100 gallons of water.

**For Use with Herbicides, Defoliants, Desiccants, Wettable Powders:** Use 1 to 4 pints per 100 gallons of water.

**For use in Utility and Highway R.O.W. and in Forest Site Preparation:** Use 1 to 4 pints per 100 gallons of water.

**Foliar Nutrients:** Use 1 pint per 100 gallons of water.

In difficult wetting situations (such as hard water on mature waxy foliage) the higher rates may be required.

**NOT FOR AQUATIC USE IN WASHINGTON STATE.**

### STORAGE AND DISPOSAL

**STORAGE:** Store in cool, dry place. Store in original container. Keep container tightly closed. Do not reuse empty container.

**DISPOSAL:** Do not contaminate water, food, or feed by storage or disposal. Dispose of contents/container at an approved waste disposal facility. Triple rinse (or equivalent) adding rinse water to spray tank. Offer container for recycling or dispose of container in sanitary landfill, or by other procedures approved by appropriate authorities. Recycling decontaminated containers is the best option of container disposal. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at [www.acrecycle.org](http://www.acrecycle.org).

**For help with any spill, leak, fire or exposure involving this material, call day or night CHEMTREC 1-800-424-9300.**

### CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

**BEFORE BUYING OR USING THIS PRODUCT,** read the Directions for Use and the following Conditions of Sale and Limitation of Warranty and Liability. By buying or using this product, the buyer or user accepts the following Conditions of Sale and Limitation of Warranty and Liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary. LOVELAND PRODUCTS, INC. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, when the product is used in accordance with such Directions for Use under normal conditions of use. LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.

SCANNER® is a registered trademark of Crop Production Services, Inc.

SCANNER 2.5GL [G0814]



# RESTRICTED USE PESTICIDE

May injure (phytotoxic) susceptible, non-target plants. 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. Commercial certified applicators must also ensure that all persons involved in these activities are informed of the precautionary statements.



## TRIUMPH<sup>®</sup> 22K HERBICIDE

For control of susceptible annual and perennial broadleaf weeds, woody plants, and vines on rangeland and permanent grass pastures, fallow cropland, spring seeded wheat, barley and oats not underseeded with a legume (Montana Only), non-crop areas including forest planting sites, industrial manufacturing sites, rights-of-way such as electrical power lines, communication lines, pipelines, roadsides, railroads, and wildlife openings in forest and non-crop areas, and on Conservation Reserve Program (CRP) acres.

Not for sale, use, or distribution in Nassau and Suffolk Counties in New York State.

### ACTIVE INGREDIENT:

Picloram: 4-amino-3,5,6-trichloropicolinic acid,  
potassium salt .....24.4%

**OTHER INGREDIENTS:** .....75.6%

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

Alligare Triumph 22K Herbicide contains the following acid equivalent:

Picloram: 4-amino-3,5,6-trichloropicolinic acid – 21.1% (2 lbs./gal.)

EPA Reg. No. 81927-18

EPA Est. No. 37429-GA-001<sup>BT</sup>

5905-IA-001<sup>HD</sup>; 42750-MO-001<sup>ALB</sup>; 75640-COL-001<sup>PC</sup>

81927-AL-001<sup>PM</sup>; 7401-TX-001<sup>TX</sup>; 95606-TX-001<sup>AF</sup>

Letter(s) in lot number correspond(s) to superscript in EPA Est. No.

**KEEP OUT OF REACH OF CHILDREN**

## WARNING / AVISO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail).

See label booklet for additional Precautionary Statements and Directions for Use.

### Manufactured for:

Alligare, LLC  
1565 5th Avenue  
Opelika, AL 36801

**Net Contents: 2.5 Gallons (9.46 liters)**

### FIRST AID

<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>
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### HOT LINE NUMBER

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

### PRECAUTIONARY STATEMENTS

#### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

**WARNING:** Causes substantial but temporary eye injury. Do not get in eyes or on clothing. Prolonged or frequent repeated skin contact may cause allergic reactions in some individuals.



EPA 20181211

1 92702 25271 6



# Specimen Label

AMINOPYRALID	GROUP	4	HERBICIDE
METSULFURON-METHYL	GROUP	2	HERBICIDE



# Opensight®

## HERBICIDE

™®Trademarks of Corteva Agriscience and its affiliated companies

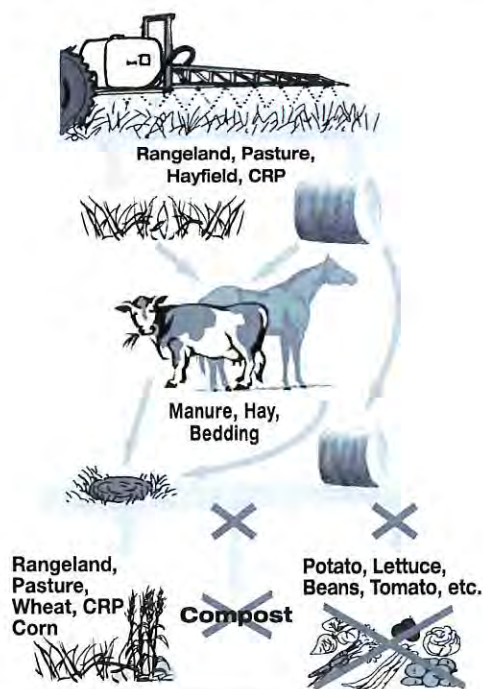
For control of susceptible weeds and certain woody plants, including invasive and noxious weeds, on rangeland, permanent grass pastures, Conservation Reserve Program (CRP) acres, non-cropland areas including industrial sites, rights-of-way (such as roadsides, electric utility and communication transmission lines, pipelines, and railroads), non-irrigation ditch banks, natural areas (such as wildlife management areas, wildlife openings, wildlife habitats, recreation areas, campgrounds, trailheads and trails), and grazed areas in and around these sites.

Hay from grass treated with Opensight within the preceding 18 months can only be used on the farm or ranch where product is applied unless allowed by supplemental labeling.

### IMPORTANT USE PRECAUTIONS AND RESTRICTIONS TO PREVENT INJURY TO DESIRABLE PLANTS

- Carefully read the section "**Restrictions in Hay or Manure Use.**"
- It is mandatory to follow the "**Use Restrictions**" section of this label.
- Manure and urine from animals consuming grass or hay treated with this product may contain enough aminopyralid to cause injury to sensitive broadleaf plants.
- Hay can only be used on the farm or ranch where product is applied unless allowed by supplemental labeling.
- Consult with a Corteva Agriscience representative if you do not understand the Use Precautions and Restrictions. **Call 800-258-3033 Customer Information Group.**

### Forage and Manure Management



**Not For Sale, Distribution, or Use in New York State.**

#### Active Ingredients:

Potassium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro-	62.13%
Metsulfuron methyl (Methyl 2-[[[4-methoxy-6-methyl-1,3,5-triazin-2-yl)-amino]carbonyl] amino)sulfonyl]benzoate)	9.45%
Other Ingredients	28.42%
Total	100.0%

Acid Equivalent: aminopyralid (2-pyridine carboxylic acid, 4-amino-3,6-dichloro-) - 52.5%

Contains 0.62 pound potassium salt of aminopyralid active ingredient (0.525 pound acid equivalent) and 0.0945 pound metsulfuron methyl per pound of product



SPECIMEN

Imazapic

Group

2

Herbicide

# Plateau®

## Herbicide

**For weed control, native grass establishment and turf growth suppression on pastures, rangeland and noncrop areas and conifer plantation site preparation**

**Active Ingredient:**

Ammonium salt of imazapic (±)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid\* ..... 23.6%

**Other Ingredients:** ..... 76.4%

**Total:** ..... 100.0%

\* Equivalent to 22.2% (±)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid  
(1 gallon contains 2.0 pounds of active ingredient as the free acid)

EPA Reg. No. 241-365

EPA Est. No.

### KEEP OUT OF REACH OF CHILDREN CAUTION/PRECAUCION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.  
(If you do not understand the label, find someone to explain it to you in detail.)

See full label for complete **First Aid, Precautionary Statements, Directions For Use, Conditions of Sale and Warranty**, and state-specific crop and/or use site restrictions.

**In case of an emergency endangering life or property involving this product,  
call day or night 1-800-832-HELP (4357).**

**Net Contents:**

BASF Corporation  
26 Davis Drive  
Research Triangle Park, NC 27709

 **BASF**  
We create chemistry



# Specimen Label

TRICLOPYR CHOLINE GROUP 4 HERBICIDE



# Vastlan®

## HERBICIDE

™Trademarks of Corteva Agriscience and its affiliated companies

For the control of woody plant species and annual and perennial broadleaf weeds on

- range and permanent grass pastures, grasses grown for hay, Conservation Reserve Program (CRP) sites;
- forest sites, conifer and tree plantations, and Christmas tree plantations;
- non-crop areas for example, airports, barrow ditches, communication transmission lines or structures, manufacturing and storage sites, electrical power and utility rights-of-way, fencerows, gravel pits, industrial sites, military lands, mining and drilling areas, non-irrigation ditch banks, oil and gas pads, parking lots, petroleum tank farms, pipelines, railroads, roadsides, storage areas, storm water retention areas, substations, unimproved rough turf grasses, vacant lots and other non-crop residential areas, and around farm buildings;
- natural areas (open space) for example, campgrounds, parks, prairie management, trails and trailheads, recreation areas, wildlife openings and wildlife habitat and management areas;
- including grazed areas on these sites; and
- aquatic sites

For use in New York State, comply with Section 24(c) Special Local Need labeling for Vastlan, SLN NY-160004.

Active Ingredient:

Triclopyr choline: 2-[(3,5,6-trichloro-2-pyridinyl)oxy]

acetic acid, choline salt..... 54.72%

Other Ingredients..... 45.28%

Total..... 100.0%

Acid equivalent: triclopyr - 39.02% - 4 lb/gal

### Precautionary Statements

#### Hazard to Humans and Domestic Animals

EPA Reg. No. 62719-687

Keep Out of Reach of Children

## WARNING

May be fatal if swallowed • Causes substantial but temporary eye injury • Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

Do not get in eyes, on skin, or on clothing. Wash thoroughly after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

### Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Protective eyewear
- Long-sleeved shirt and long pants
- Shoes plus socks
- Waterproof gloves

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

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

### Engineering Controls

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

### User Safety Recommendations

Users should:

- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

### First Aid

**If in eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

**If swallowed:** Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-992-5994 for emergency medical treatment information.

### Environmental Hazards

Do not contaminate water when cleaning equipment or disposing of equipment washwaters. Under certain conditions, treatment of aquatic weeds can result in oxygen depletion or loss due to decomposition of dead plants, which may contribute to fish suffocation. This loss can cause fish suffocation. Therefore, to minimize this hazard, do not treat more than one-third to one-half of the water area in a single operation and wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Consult with the State agency for fish and game before applying to public water to determine if a permit is needed.

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

### Directions for Use

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

Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation

### Agricultural Use Requirements

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

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 24 hours.



# Frequency<sup>®</sup>

## Herbicide

For preemergence and postemergence weed control in Christmas tree, conifer, and hardwood plantations; field-grown ornamental production; and noncropland areas such as railroad, utility, highway, and pipeline rights-of-way; highway guardrails, delineators, and sign posts; utility substations, petroleum tank farms, pumping installations, farmyards and around farm buildings; fence rows, storage areas, airports, and nonirrigation ditchbanks

**Active Ingredient:**

topramezone: [3-(4,5-dihydro-isoxazolyl)-2-methyl-4-(methylsulfonyl)  
phenyl](5-hydroxy-1-methyl-1H-pyrazol-4-yl)methanone

29.7%

**Other Ingredients:**

70.3%

**Total:**

100.0%

1 gallon contains 2.8 pounds of topramezone free acid.

**EPA Reg. No. 7969-281****EPA Est. No.****KEEP OUT OF REACH OF CHILDREN  
CAUTION/PRECAUCION**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.  
(If you do not understand the label, find someone to explain it to you in detail.)

See inside for complete **First Aid, Precautionary Statements, Directions For Use, Conditions of Sale and Warranty**, and state-specific crop and/or use site restrictions.

**In case of an emergency endangering life or property involving this product,  
call day or night 1-800-832-HELP (4357).**

**Net Contents:**





# LI 700®



**PENETRANT • ACIDIFIER  
DEPOSITION AID • DRIFT CONTROL AGENT**

**Principal Functioning Agents:**

Phosphatidylcholine, methylacetic acid and alkyl polyoxyethylene ether.....	80%
Constituents Ineffective as Spray Adjuvant.....	20%
<b>TOTAL.....</b>	<b>100%</b>

CA Reg. No. 34704-50035; WA Reg. No. 34704-04007

**KEEP OUT OF REACH OF CHILDREN**



**DANGER**

**Hazard and Precautionary Statements:** Causes serious eye damage. Causes severe skin burns. Harmful if inhaled. Avoid breathing dust/fume/gas/mist/vapors/spray. Wash Hands thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. **Environmental Precautions:** Prevent further leakage or spillage if safe to do so. Do not contaminate water. Do not allow to enter drains, sewers, or watercourses.

**Personal Protective Equipment:** Wear protective gloves / protective clothing / eye protection.

**First Aid:** **If in eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. **If on skin:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. **If swallowed:** Call a poison control center or doctor immediately for treatment advice. Have the person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. **If inhaled:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

**Note to Physician:** Probable mucosal damage may contraindicate the use of gastric lavage.

**FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1-866-944-8565**

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

**GENERAL:** LI 700® is a non-ionic, low foaming penetrant. LI 700 may be used to enhance the activity and effectiveness of agricultural and industrial chemicals. LI 700 provides more uniform coverage of spray solutions and aids in penetration. LI 700 may be used to acidify (lower pH) of spray solutions thus preventing alkaline hydrolysis of pesticides sensitive to high pH. LI 700 improves deposition and retards drift by producing a more uniform spray pattern. The degree of drift hazard varies with the type of pesticide and application conditions. Common sense and sound application technology must be followed when spraying pesticides. LI 700 will retard, but not eliminate, drift. LI 700 is compatible with most pesticide formulations including water-soluble, flowable and wettable powders. For tank mix compatibility concerns, conduct a jar test of the proposed mixture to ensure compatibility of all components. Mix components in the same ratio as the proposed tank mix. Application may be by ground or air.

**DIRECTIONS FOR USE:** LI 700 may be used on a wide variety of crops including fruits, vegetables, row crops, tree nut crops, citrus, small grains, forage crops, vine crops, turf or in non-crop sites, aquatic (including wetlands), forestry (site preparation and release), industrial (storage areas, plant sites, and other similar areas including governmental and private lands), grasslands (including pastures, rangeland and fence rows), rights-of-way (utility, railroad and roadsides), turf (golf courses, parks, and sod farms), and ornamentals (container, field or greenhouse). Some pesticides have stated adjuvant use rates. In all cases, the pesticide manufacturer's label should be consulted regarding specific adjuvant use recommendations and that rate followed. Do not add adjuvant at a level that would exceed 5% of the finished spray volume unless otherwise specified by the pesticide label.

**Acidifying Agent:** **Highly alkaline water (pH 8 or higher)** 8 to 16 ounces per 100 gallons of spray mixture. **Mildly alkaline/acid water (pH 6.5 to 8)** 4 to 8 ounces per 100 gallons of spray mixture.

**NOTE:** LI 700 is an acidifier and may be physically or chemically incompatible with alkaline spray materials.

**General Use:** **Herbicides (terrestrial or aquatic), Defoliants, Desiccants:** 1 to 4 pints per 100 gallons of spray mixture when used as a penetrant. 12 ounces to 2 pints per acre when used in place of crop oil concentrates. **Insecticides, Fungicides, Acaricides, Plant Growth Regulators, Foliar Nutrients:** ½ to 2 pints per 100 gallons of spray mixture. **Drift Reduction:** 1 to 2 quarts per 100 gallons of spray mixture.

**Non Crop Sites:** 1 to 8 pints per 100 gallons (1 to 6 fluid ounces per 5 gallons) of spray mixture.

**Turf and Ornamentals:** 1 to 4 pints per 100 gallons (1 to 3 fluid ounces per 5 gallons) of spray mixture.

**NOTE:** This product has demonstrated excellent plant safety; however, not all species of ornamentals have been tested. Before treating a large area, test on a small area and observe prior to full scale application.

## STORAGE AND DISPOSAL

**STORAGE:** Suggested storage above 40°F. If frozen, warm product before use. Store in cool, dry place. Store in original container. Keep tightly closed. Do not reuse empty container.

**DISPOSAL:** Do not contaminate water, food or feed by storage or disposal. Dispose of contents/container on-site or at an approved waste disposal facility. Triple rinse (or equivalent) adding rinse water to spray tank. Offer container for recycling or dispose of container in sanitary landfill, or by other procedures approved by appropriate authorities. Recycling decontaminated containers is the best option of container disposal. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at [www.acrcycle.org](http://www.acrcycle.org). **For help with any spill, leak, fire or exposure involving this material, call day or night CHEMTREC 1-800-424-9300.**

### CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

**BEFORE BUYING OR USING THIS PRODUCT,** read the Directions for Use and the following Conditions of Sale and Limitation of Warranty and Liability. By buying or using this product, the buyer or user accepts the following Conditions of Sale and Limitation of Warranty and Liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary. LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.

### NET CONTENTS.

☐ 30 GAL. (113 L)

☐ 275 GAL. (1040 L)

GAL. ( ) L



# PHASE®

## SURFACTANT — ANTIFOAMING AGENT ENHANCES COVERAGE IMPROVES CONTACT

### Principal Functioning Agents:

Methylated esters of fatty acids, alcohol ethoxylate, and polyether modified polysiloxane ..... 100%

**TOTAL** ..... 100%

Contains an organosilicone surfactant

CA Reg. No. 34704-50037; WA Reg No. 34704-05007

## KEEP OUT OF REACH OF CHILDREN WARNING

**Hazard and Precautionary Statements:** Causes eye irritation. May be harmful if swallowed, in contact with skin, or if inhaled. Wash hands thoroughly after handling. **Environmental Precautions:** Prevent further leakage or spillage if safe to do so. Do not contaminate water. Do not allow to enter drains, sewers, or watercourses.

**PERSONAL PROTECTIVE EQUIPMENT:** Wear protective gloves/eye protection.

**FIRST AID:** **If in Eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. **If on Skin or Clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. **If Swallowed:** Call a poison control center or doctor immediately for treatment advice. Have the person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. **If Inhaled:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

**FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT, CALL 1-866-944-8565.**

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

### NET CONTENTS:

☐ 30 GL (113.6 L)

☐ \_\_\_\_\_



Loveland Products, Inc.® • PO Box 1286 • Greeley, CO 80632-1286

**GENERAL:** PHASE® is a blend of methylated esters of fatty acids and organosilicone surfactant. The organosilicone surfactant enhances the spread of the water portion of a spray solution to yield a more uniform coverage. Methylated esters of fatty acids enhance coverage and contact with foliage of oil components.

**This product can be used in the following settings:** Agricultural, Aquatic (Wetlands) Forestry, Industrial, Municipal, Non-Cropland, Ornamental, Rights-of-Way and Turf.

**DIRECTIONS FOR USE:** PHASE should be utilized with agricultural chemicals and biological controls to improve coverage. In aerial or ground equipment: Fill spray tank 1/2 full with water. Begin agitation, add selected agricultural chemicals in proper sequence. Eliminate any existing foam with approved defoamer (UNFOAMER®). To minimize foam from organosilicone surfactant, fill tank to desired water volume before adding PHASE.

**SUGGESTED USE RATE:** 1 to 4 pints / 100 gallons

Increase rate of PHASE as spray volume decreases to obtain desired coverage. Some pesticides have stated adjuvant use rates. In all cases the pesticide manufacturer's label should be consulted regarding specific adjuvant use recommendations and that rate followed.

### STORAGE AND DISPOSAL

**STORAGE:** Store in cool, dry place. Store in original container. Keep container tightly closed. Do not reuse empty container.

**DISPOSAL:** Do not contaminate water, food, or feed by storage or disposal. Dispose of contents/container on-site or at an approved waste disposal facility. Triple rinse (or equivalent), adding rinse water to spray tank. Offer container for recycling or dispose of container in sanitary landfill, or by other procedures approved by appropriate authorities. Recycling decontaminated containers is the best option of container disposal. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at [www.acrecycle.org](http://www.acrecycle.org).

**For help with any spill, leak, fire or exposure involving this material, call day or night CHEMTREC 1-800-424-9300.**

### CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

**BEFORE BUYING OR USING THIS PRODUCT,** read the Directions for Use and the following Conditions of Sale and Limitation of Warranty and Liability. By buying or using this product, the buyer or user accepts the following Conditions of Sale and Limitation of Warranty and Liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary. LOVELAND PRODUCTS, INC. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, when the product is used in accordance with such Directions for Use under normal conditions of use. LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.

PHASE and UNFOAMER are registered trademarks of Loveland Products, Inc.



**DO NOT USE PLANT MATERIAL TREATED WITH  
METHOD® 240SL HERBICIDE FOR MULCH OR COMPOST**



# METHOD®

## 240SL

### Herbicide

Soluble Liquid  
**For Non-Crop Use**

Active Ingredient	By Weight
Potassium salt of aminocyclopyrachlor:	
Potassium salt of 6-amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid*	25%
Other Ingredients	75%
<b>TOTAL</b>	<b>100%</b>

\*Acid Equivalent: 6-Amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid - 2 pounds acid per gallon or 21.2%

EPA Reg. No. 101563-177 EPA Est. No.

## KEEP OUT OF REACH OF CHILDREN CAUTION

Not for sale, sale into, distribution, and/or use in Nassau and Suffolk counties of New York State.

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail.)

See Back Panel for First Aid Instructions and Booklet for Complete Precautionary Statements and Directions for Use.

**84099295**  
84942561G 231116AV1  
Nonrefillable Container  
Net Contents:  
**2.5 Gallons**

**PRODUCED FOR**  
Environmental Science U.S., LLC  
5000 CentreGreen Way, Suite 400  
Cary, NC 27513







# DERIGO®

Herbicide



Broadleaf Weeds  
Grassy Weeds

SKU # 81785031  
84127191E 221216AV1  
Net Weight  
3.75 Pounds (1.7Kg)

envu™

FORAMSULFURON &  
IODOSULFURON-METHYL &  
THIENCARBAZONE-METHYL

GROUP 2 HERBICIDE

**ACTIVE INGREDIENTS:**

Foramsulfuron (CAS Number 173159-57-4).....24.0%

Iodosulfuron-methyl (CAS Number 144550-36-7) ..... 2.4%

Thiencarbazone-methyl (CAS Number 317815-83-1).....10.0%

**OTHER INGREDIENTS:**.....63.6%

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

Derigo® Herbicide is formulated as a 36.4% water dispersible granule

EPA Reg. No. 101563-154

EPA Est. No. 264-DEU-1

See Back Panel for First Aid Instructions  
and Booklet for Complete Precautionary  
Statements and Directions for Use.

**STOP - READ THE LABEL  
BEFORE USE  
KEEP OUT OF REACH OF  
CHILDREN  
CAUTION**

PRODUCED FOR  
Environmental Science U.S., LLC  
5000 CentreGreen Way, Suite 400  
Cary, NC 27513  
Product of Germany

(01)08101121000862







CHLORSULFURON	GROUP 2	HERBICIDE
---------------	---------	-----------

Dry flowable  
Active Ingredient

By Weight

Chlorsulfuron	
2-Chloro-N-[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)aminocarbonyl]benzenesulfonamide .....	75%
Other Ingredients .....	25%
Total .....	100%

EPA Reg. No. 101563-176

EPA Est. No.

## KEEP OUT OF REACH OF CHILDREN CAUTION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you **DO NOT** understand this label, find someone to explain it to you in detail.)

See Panel for First Aid Instructions and Booklet for Complete  
Precautionary Statements and Directions for Use.

**86796112**

86779862E 221216AV1

Nonrefillable Container

Net Weight

**8 Ounces**

PRODUCED FOR

Environmental Science U.S., LLC

5000 CentreGreen Way, Suite 400

Cary, NC 27513

envu™





## DEPOSITION AID DRIFT CONTROL AGENT

### Principal Functioning Agents:

Polyvinyl polymer (polyacrylamide) .....	1%
Constituents Ineffective as Spray Adjuvants .....	99%
<b>TOTAL</b> .....	<b>100%</b>

CA Reg. No. 34704-50045; WA Reg. No. 34704-05010

KEEP OUT OF REACH OF CHILDREN



## WARNING

**Precautionary Statements:** Causes eye irritation. Causes mild skin irritation. May be harmful if swallowed. Wear eye protection/face protection. Wash hands, face, and other affected areas thoroughly after handling. **Environmental Precautions:** Prevent further leakage or spillage if safe to do so. Do not contaminate water. Do not allow to enter drains, sewers, or watercourses.

NET CONTENTS: 2.5 GAL. (9.46 L)



Loveland Products, Inc. • PO Box 1286 • Greeley, CO 80632-1286



### PERSONAL PROTECTIVE EQUIPMENT: Wear eye protection/face protection.

**First Aid: If in Eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. **If on Skin or Clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. **If Swallowed:** Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. 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 by mouth-to-mouth, if possible.

### FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT, CALL 1-866-944-8565.

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

REIGN is an effective, easy-to-use adjuvant for deposition improvement and drift retardation in spraying operations. REIGN is compatible with most water soluble and wettable powder pesticides, desiccants and cotton defoliants when applied by aerial application or standard ground equipment. REIGN will retard, but not totally eliminate drift.

**THIS PRODUCT CAN BE USED IN THE FOLLOWING SETTINGS: AGRICULTURAL, AQUATIC, FORESTRY, INDUSTRIAL, MUNICIPAL, NON-CROPLAND, ORNAMENTAL, RIGHTS-OF-WAY AND TURF. (NOT FOR AQUATIC USE IN WASHINGTON.)**

### REIGN DIRECTIONS FOR USE

- Step 1: Select correct rate from chart below.  
Step 2: Fill mix tank with water and pesticide. Then start to agitate.  
Step 3: Add REIGN.  
Step 4: If additional surfactant or other spray adjuvants are used, they should be added after REIGN.  
Step 5: Continue to agitate mix tank at least 2 minutes before spraying.  
Step 6: Follow all cleanup precautions on label of pesticide used.

### SUGGESTED USE RATES

Spray Pressure .....	Nozzle Orientation .....	Amount of REIGN*
<b>AERIAL APPLIED</b>		
below 45 psi .....	Straight Back .....	2 to 4 qts
below 45 psi .....	45° Angle Back .....	3 to 5 qts
<b>GROUND APPLIED</b>		
low (below 30 psi) .....	Flat Fan, Flood .....	1 to 3 qts
medium (30 to 50 psi) .....	Off-Center .....	2 to 3 qts
medium (30 to 50 psi) .....	Flat Fan, Flood .....	2 to 3 qts
medium (30 to 50 psi) .....	Off-Center .....	3 to 4 qts
medium (30 to 50 psi) .....	Spray Guns .....	3 to 5 qts
high (50 to 150 psi) .....	Spray Guns** .....	3 to 10 qts

\*per 100 gallons of spray solution

\*\*for home and garden sprayers, use approximately 1/4 cup of REIGN per 5 gallons spray solution

### STORAGE AND DISPOSAL

**STORAGE:** Store in cool, dry place. Store in original container. Keep tightly closed. Do not reuse empty container. Take care to prevent water from being introduced to the contents of this container. Keep away from sparks, flame, static electricity or other ignition sources. Shake well before use. Keep from freezing. **DISPOSAL:** Do not contaminate water, food or feed by storage or disposal. Dispose of contents/container at an approved waste disposal facility. Triple rinse (or equivalent) adding rinse water to spray tank. Offer container for recycling or dispose of container in sanitary landfill, or by other procedures approved by appropriate authorities. Recycling decontaminated containers is the best option of container disposal. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at [www.acrecycle.org](http://www.acrecycle.org).

For help with any spill, leak, fire or exposure involving this material, call day or night CHEMTREC 1-800-424-9300.

### CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

**BEFORE BUYING OR USING THIS PRODUCT,** read the Directions for Use and the following Conditions of Sale and Limitation of Warranty and Liability. By buying or using this product, the buyer or user accepts the following Conditions of Sale and Limitation of Warranty and Liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary. LOVELAND PRODUCTS, INC. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, when the product is used in accordance with such Directions for Use under normal conditions of use. LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.





# Liberate®



**PENETRANT • DEPOSITION AID  
DRIFT CONTROL AGENT**

**Principal Functioning Agents:**

Lecithin, methyl esters of fatty acids, and alcohol ethoxylate.....100%

**TOTAL**.....100%

CA Reg. No. 34704-50030; WA Reg. No. 34704-04008

Patent No. 6,797,673

**KEEP OUT OF REACH OF CHILDREN**



## WARNING

**Hazard and Precautionary Statements:** May be harmful in contact through skin. Harmful if inhaled. Causes eye irritation. Wash hands thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid breathing dust/fume/gas/mist/vapors/spray. Avoid release to the environment. **Environmental Precautions:** Prevent further leakage or spillage if safe to do so. Do not contaminate water. Do not allow to enter drains, sewers, or watercourses.

**Personal Protective Equipment:** Wear protective gloves and eye protection.

**FIRST AID:** **If in eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. **If on skin or clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. **If swallowed:** Call a poison control center or doctor immediately for treatment advice. Have a person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. **If inhaled:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

**FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1-866-944-8565.**

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

### NET CONTENTS.

☐ 30 GAL. (113.55 L)

☐ 275 GAL. (1040.87 L)

\_\_\_\_\_ GAL. (\_\_\_\_\_ L)

**GENERAL:** LIBERATE® is a non-ionic, low foam penetrating surfactant. LIBERATE may be used as a surfactant to enhance the activity and effectiveness of agricultural and industrial chemicals. LIBERATE provides more uniform coverage of spray solutions and aids in penetration. LIBERATE improves deposition and retards drift by producing a more uniform spray pattern. The degree of drift hazard varies with the type of pesticide and application conditions. Common sense and sound application technology must be followed when spraying pesticides. LIBERATE will retard, but not eliminate drift. LIBERATE is compatible with most pesticide formulations including water-soluble, flowable and wettable powders. For tank mix compatibility concerns, conduct a jar test of the proposed mixture to ensure compatibility of all components. Mix components in the same ratio as the proposed tank mix. Application may be by ground or air.

**DIRECTIONS FOR USE:** LIBERATE may be used on and has demonstrated excellent plant safety on a wide variety of crops including fruits, tree fruits, vegetables, row crops, citrus, small grains, forage crops, vine crops and others. LIBERATE may be used in a variety of non-crop sites including Aquatic (wetlands), Forestry (site preparation and release), Industrial (storage areas, plant sites, and other similar areas including governmental and private lands), Grasslands (including pastures, rangeland and fence rows), Rights-of-way (utility, railroad and roadsides), Turf (Golf Courses, parks, and Sod farms), Ornamentals (container, field or greenhouse) and other turf, ornamental and landscaping sites. Some pesticides have stated adjuvant use rates. In all cases, the pesticide manufacturer's label should be consulted regarding specific adjuvant use recommendations and that rate followed. Do not add adjuvant at a level that would exceed 5% of the finished spray volume unless otherwise specified by the pesticide label.

**GENERAL USE:**

**Herbicides (Terrestrial or Aquatic), Defoliants, Desiccants:** 1 to 4 pints per 100 gallons of spray mixture when used as a penetrant.

**Insecticides, Fungicides, Acaricides, Plant Growth Regulators, Foliar Nutrients:** ½ to 2 pints per 100 gallons of spray mixture.

**Drift Reduction:** 1 to 2 quarts per 100 gallons of spray mixture.

**Non Crop Sites:** 1 to 8 pints per 100 gallons (1 to 6 fluid ounces per 5 gallons) of spray mixture.

**Turf and Ornamentals:** ½ to 2 pints per 100 gallons (1/2 to 1-1/2 fluid ounces per 5 gallons) of spray mixture.

**Note:** This product has demonstrated excellent plant safety; however, not all species and varieties of plants have been tested. Before treating a large area, test on a small area and observe prior to full-scale application. **Do not use on pears.**

## STORAGE AND DISPOSAL

**STORAGE:** Store in a cool, dry place. Store in original container. Keep tightly closed. Do not reuse empty container. Product will become thicker at cold temperatures but effectiveness of the product will not be affected. Warm product before use.

**DISPOSAL:** Do not contaminate water, food or feed by storage or disposal. Dispose of contents/container on-site or at an approved waste disposal facility. Triple rinse (or equivalent) adding rinse water to spray tank. Offer container for recycling or dispose of container in sanitary landfill, or by other procedures approved by appropriate authorities. Recycling decontaminated containers is the best option of container disposal. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler, visit the ACRC web page at [www.acrcycle.org](http://www.acrcycle.org).

**For help with any spill, leak, fire or exposure involving this material, call day or night CHEMTREC 1-800-424-9300.**

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LIBERATE® and LECI-TECH® are registered trademarks of Loveland Products, Inc.





# ESPLANADE<sup>®</sup>

## 200 SC

### Herbicide

**Suspension Concentrate**  
**Preemergence Herbicide for the Control of Annual Grasses and Broadleaf Weeds in Non-Crop Areas, Conifer and Hardwood Production Areas, and Field Grown Christmas Trees.**

**ACTIVE INGREDIENT:**

Indaziflam (CAS No: 730979-19-8) ..... 19.05%

OTHER INGREDIENTS: ..... 80.95%

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

**EPA Reg. No. 101563-144**

Contains 1.67 pounds of indaziflam per gallon

**EPA Est. No.**

## KEEP OUT OF REACH OF CHILDREN CAUTION

For MEDICAL and TRANSPORTATION Emergencies ONLY Call  
 24 Hours A Day 1-800-424-9300  
 For PRODUCT USE Information Call 1-800-331-2867

See Panel for First Aid Instructions and Booklet for Complete Precautionary Statements and Directions for Use.

**Nonrefillable Container**

**D00000125**

61380637E 221216AV1

**Net Contents**

**2.5 Gallons**

**PRODUCED FOR**  
**Environmental Science U.S., LLC**  
 5000 CentreGreen Way, Suite 400  
 Cary, NC 27513





# Specimen Label

AMINOPYRALID	GROUP	4	HERBICIDE
FLORPYRAUXIFEN-BENZYL	GROUP	4	HERBICIDE



**TerraVue™**  
with Rinskor™ active

**HERBICIDE**

®™ Trademarks of Dow AgroSciences, DuPont or Pioneer and their affiliated companies or respective owners

For control of annual and perennial broadleaf weeds including invasive and noxious weeds, certain annual grasses, and certain woody plants and vines, on:

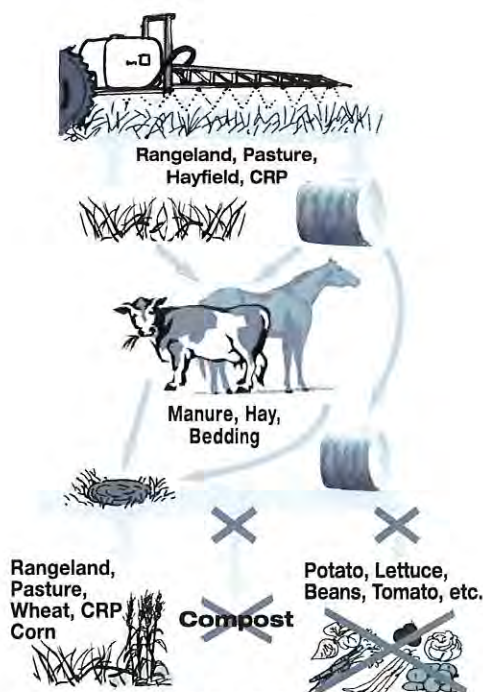
- rangeland, permanent grass pastures (including grasses grown for hay\*), and Conservation Reserve Program (CRP);
- non-crop areas for example, airports, barrow ditches, communication transmission lines, electric power and utility rights-of-way, fencerows, gravel pits, industrial sites, military sites, mining and drilling areas, oil and gas pads, non-irrigation ditch banks, parking lots, petroleum tank farms, pipelines, roadsides, railroads, storage areas, dry storm water retention areas, substations, and
- natural areas (open space) for example, campgrounds, parks, prairie management, trailheads and trails, recreation areas, wildlife openings, and wildlife habitat and management areas including seasonally dry flood plains, deltas, marshes, prairie potholes, or vernal pools;
- including grazed areas in and around these sites.

\* Hay from grass treated with TerraVue within the preceding 18 months can only be used on the farm or ranch where the product is applied unless allowed by supplemental labeling

## IMPORTANT USE PRECAUTIONS AND RESTRICTIONS TO PREVENT INJURY TO DESIRABLE PLANTS

- Carefully read the section *Restrictions in Hay or Manure Use*.
- It is mandatory to follow the Use Precautions and Use Restrictions on this label.
- Manure and urine from animals consuming grass or hay treated with this product may contain enough aminopyralid and florypyrauxifen-benzyl to cause injury to sensitive broadleaf plants.
- Hay can only be used on the farm or ranch where product is applied unless allowed by supplemental labeling.
- Consult with a Dow AgroSciences representative if you do not understand the Use Precautions and Use Restrictions. Call 1-800-258-3033 Customer Information Group.

## Forage and Manure Management



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Not For Sale, Distribution, or Use in New York State.



# TurfTrax®

## BLUE HC

### High Concentrate Blue Spray Indicator for Turf Use

Highly visible color helps prevent skips, overlaps and helps minimize drift leaving turf looking lush and healthy after treatment

**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

Manufactured for:

**Loveland**  
PRODUCTS

**NET CONTENTS:**  
**1 QUART**  
(946 mL)

Loveland Products, Inc. • PO Box 1286 • Greeley, CO 80632

80312

**CAUTION:** Harmful if inhaled or absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Avoid breathing spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or smoking tobacco. Remove and wash contaminated clothing before reuse. **PERSONAL PROTECTIVE EQUIPMENT:** Wear chemical-resistant gloves, long-sleeved shirt and long pants, shoes plus socks when mixing or applying TURF TRAX® BLUE HC.

**First Aid:** **If in Eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. **If on Skin or Clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. **If Swallowed:** Call a poison control center or doctor immediately for treatment advice. Have the person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. **If Inhaled:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

**FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT, CALL 1-866-944-8565.**

#### SUGGESTED USE RATES

##### SPRAY TANK VOLUME

1 to 3 gallons  
15 to 50 gallons  
100 to 200 gallons  
300+ gallons

##### RATE

1/2 to 1 ounces  
2 to 4 ounces  
6 to 12 ounces  
18 to 24 ounces

**For Best Results:** Flat fan spray nozzles are recommended when applying TURF TRAX BLUE HC. Application equipment should be clean, in good operating condition, and properly calibrated to deliver the recommended spray volume per measured area treated. Increasing the total volume of spray solution will enhance the visual marking of non-uniform surfaces, such as longer or thinner stands of turf, or applications made over a broad range of ornamental vegetation and tree canopies.

#### STORAGE AND DISPOSAL

**STORAGE:** Store in cool, dry place. Store in original container. Keep container tightly closed. Do not reuse empty container.

**DISPOSAL:** Do not contaminate water, food, or feed by storage or disposal. Wastes may be disposed of on-site or at an approved waste disposal facility. Triple rinse (or equivalent) adding rinse water to spray tank. Offer container for recycling or dispose of container in sanitary landfill, or by other procedures approved by appropriate authorities. Recycling decontaminated containers is the best option of container disposal. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at [www.acrcycle.org](http://www.acrcycle.org).

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TURF TRAX BLUE HC 1 QUART-B0312



**Fort Bend County Pricing Form**  
**Bid 25-046**  
**Term Contract for Purchase of Weed, Brush and Insect Control Chemicals**

**Term: April 1, 2025 through March 31, 2026**

<b>Herbicides</b>	<b>Vendor Name: ↓ Nutrien Ag Solutions, Inc</b>
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$15.55
minimum order	2.5 gal
returnable	No
30 gallon container	\$15.25
minimum order	30 gal
returnable	No
270 gallon container	\$15/gal (265 gal container)
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	\$56.50
minimum order	2.5 gal
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
15 gallon container	No Bid
minimum order	
returnable	
30 gallon container	\$56.50
minimum order	30 gal
returnable	No
250 gallon container	\$54.50 / (270 gal container)
minimum order	270 gal
returnable	No
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	\$25.48
minimum order	4 pounds
12 pound container	\$25.48
minimum order	12 pounds
25 pound container	No Bid
minimum order	



	Vendor Name: ↓
	Nutrien Ag Solutions, Inc
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	No Bid
minimum order	
8 oz. container	\$1.85
minimum order	8 oz
16 oz. container	\$1.85
minimum order	16 oz
64 oz. container	\$1.85
minimum order	64 oz
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$36.55
minimum order	2.5 gal
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	\$36.55
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	\$66.50
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	\$12.95
minimum order	2.5 gal
returnable	No
Brand Bid	Gly Star Plus
5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	\$12.25
minimum order	30 gal
returnable	No
Brand Bid	Gly Star Plus



	Vendor Name: ↓ Nutrien Ag Solutions, Inc
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
275 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
265 gallon container	\$12.00
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	\$24.75
minimum order	2.5 gal
returnable	No
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$321.00
minimum order	2.5 gal
returnable	No
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$11.05
minimum order	20 oz
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	\$10.18
minimum order	1 qt
returnable	No
<b>Item #12: Rodeo Herbicide, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$21.75
minimum order	2.5 gal
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	\$16.40
minimum order	2.5 gal
returnable	No
30 gallon container	\$16.15
minimum order	30 gal
returnable	No



	Vendor Name: ↓
	Nutrien Ag Solutions, Inc
<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	\$13.00
minimum order	1 gal
returnable	No
2.5 gallon container	\$11.50
minimum order	2.5 gal
returnable	No
30 gallon container	No Bid
minimum order	
returnable	
Brand Bid	Scanner
<b>Item #15: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$9.00
minimum order	2.5 gal
returnable	No
Brand Bid	Force 90
<b>Item #16: Tordon 22K, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$52.25
minimum order	2.5 gal
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	\$52.25
minimum order	30 gal
returnable	No
250 gallon container	\$51.25/gal (270 gal container)
minimum order	270 gal
returnable	No
<b>Item #17: Oversight by Dow AgroScience, price per ounce</b>	<b>Bid Price</b>
20 oz bottle container	\$6.25
minimum order	20 oz
Brand Bid	Oversight
1.25 pound container	\$6.25
minimum order	1.25 pounds
Brand Bid	Oversight
10 pound container	\$6.25
minimum order	10 pounds
Brand Bid	Oversight



	<b>Vendor Name: ↓</b>
	<b>Nutrien Ag Solutions, Inc</b>
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b> <b>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</b> <b>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,</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$98.50
minimum order	1 gal
returnable	No
<b>Item #21: Droplex Xtra, No Subs</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #22: Vastlan,</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$102.00
minimum order	2.5 gal
returnable	No
30 gallon container	No Bid
minimum order	
returnable	
<b>Item #23: Trycera Selective Herbicide, No Subs</b> <b>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	



	Vendor Name: ↓
	Nutrien Ag Solutions, Inc
<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	\$17.60
minimum order	2.5 gal
returnable	No
<b>Item #26: Turbulance, Surfactant, Crop Oil Concentrate, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$24.00
minimum order	2.5 gal
returnable	No
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$21.75
minimum order	2.5 gal
Brand Bid	AquaNeat
returnable	No
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$364.80
minimum order	2.5 gal
Brand Bid	Method 240SL
20 gallon container	No Bid
minimum order	
Brand Bid	
<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/oz (8oz container)
minimum order	8 oz
Brand Bid	Telar XP



	Vendor Name: ↓
	Nutrien Ag Solutions, Inc
<b>Item #31: EcoMIGHT</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	No Bid
minimum order	
Brand Bid	
2.5 gallon container	No Bid
minimum order	
Brand Bid	
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	\$11.50
minimum order	1 gal
returnable	No
2.5 gallon container	\$10.50
minimum order	2.5 gal
returnable	No
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$19.00
minimum order	1 gal
returnable	No
<b>Item #34: Liberate by Loveland Products, Inc.,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
2.5 gallon container	\$18.00
minimum order	2.5 gal
returnable	No
<b>Item #35: Esplanade, No Subs</b>	<b>Bid Price</b>
<b>price per quart</b>	
4 quarts (1 gallon container)	\$415.36
minimum order	1 qt
returnable	No
10 quarts (2.5 gallon container)	\$377.28
minimum order	2.5 gal
returnable	No
<b>Item #36: TerraVue, No Subs</b>	<b>Bid Price</b>
<b>price per ounce</b>	
20 ounce container	\$6.5625/oz (1.1 lb container)
minimum order	20 oz
returnable	No
160 ounces (10 pound case)	6.5625/oz
minimum order	160 oz
returnable	No



Insecticides	Vendor Name: ↓
	Nutrien Ag Solutions
<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 case</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	\$19.00
minimum order	1 qt
<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	
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 1.5 ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	
minimum order	
returnable	
Brand Bid	
55 gallon container	
minimum order	
returnable	
Brand Bid	
275 gallon container	
minimum order	
returnable	







	Vendor Name: ↓
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), 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	
30 gallon container	
minimum order	
returnable	
Brand Bid	
55 gallon container	
minimum order	
returnable	
Brand Bid	
<b>Item #43 Duet by Clarke Mosquito Control, 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	
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	
minimum order	
Brand Bid	
55 gallon container	
minimum order	
Brand Bid	
275 gallon container	
minimum order	
Brand Bid	
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet /case	
minimum order	



	Vendor Name: ↓
<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	
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 ULV (96.5% 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: ↓
<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	
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	
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: ↓
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	
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	
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	
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: ↓
<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	
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	
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	



	Vendor Name: ↓
<b>Item #55: ReMoa Tri (Abamectin, Fenpropathrin, C8910) <span style="color: red;">or</span> 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	
<b>Item #56: DeltaGuard (2% Deltamethrin) <span style="color: red;">or</span> 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	



# 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.**

Nutrien Ag Solutions, Inc  
Houston, TX United States

**Certificate Number:**  
2025-1269500

**Date Filed:**  
02/13/2025

**Date Acknowledged:**  
04/08/2025

**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.**

B25-046  
Weed, Brush & Insect Chemicals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Smith, Tim	Monticello, AR United States		X
	Whittaker, Duane	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)	Red River Specialties 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? 34	
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 / 409-224-9332			
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"/> 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 # _____	Cert Date _____ _____ _____ _____	Exp Date _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 <input type="checkbox"/>	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____	>\$22,400,000 x _____	
NAICs codes (Please enter all that apply)	325320			
Signature of Authorized Representative				
Printed Name	Chad Chambliss			
Title	Bid Manager			
Date	2/20/2025			

**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 25-046*

**SUBMIT BIDS TO:**

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

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

**SUBMIT NO LATER THAN:**

Tuesday, February 25, 2025  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 25-046  
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.

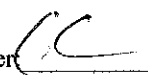


## 1.0 GENERAL REQUIREMENTS:

- 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, February 18, 2025 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: CC



is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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

Initials of Bidder: LC



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

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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 twelve (12) 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

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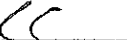
excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 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, 2025 through March 31, 2026** renewable annually for four (4) years (through March 31, 2030) 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: B25-046.
- 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 SPECIFICATIONS & BID PRICING:**

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Contractors shall 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 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



**Contract Sheet  
Bid 25-046**

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

This memorandum of agreement made and entered into on the 8 day of April, 20 25,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein  
by County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court,  
and Red River Specialties LLC (hereinafter designated Contractor).  
(company name)

WITNESSETH:

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

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

Executed at Richmond, Texas this 8 day of April 20 25.

Fort Bend County, Texas

By: KP George

County Judge, KP George

By: [Signature]

Signature of Contractor

By: Bid Manager Chad Chambers

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.

**Red River Specialties LLC.**

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

**72-1115450**

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

- ☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☒ S Corporation  
☐ Partnership  
☐ Trust/estate  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **C**  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

5 Address (number, street, and apt. or suite no.)

**1324 North Hearne Ave. Ste., 120**

Requester's name and address (optional)

6 City, state, and ZIP code

**Shreveport, LA 71107**

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

**72 - 1115450**

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

**2/20/25**

### 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.



**Nota.** 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>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@ftc.gov](mailto:spam@ftc.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.): 72-1115450

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

<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  
[Company Name]  
§2252.001.

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



**Fort Bend County Pricing Form**

**Bid 25-046**

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

**Term: April 1, 2025 through March 31, 2026**

<b>Herbicides</b>	<b>Vendor Name: ↓ Red River Specialties LLC.</b>
<b>Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$16.60
minimum order	2.5 gal.
returnable	No
30 gallon container	\$16.40
minimum order	30 gal.
returnable	No
270 gallon container	\$16.30
minimum order	265 gal.
returnable	No
<b>Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$44.68
minimum order	2.5 gal.
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
15 gallon container	No Bid
minimum order	
returnable	
30 gallon container	\$44.30
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	\$24.44
minimum order	4 pound jug
12 pound container	\$24.44
minimum order	12 pound jug
25 pound container	No Bid
minimum order	



	Vendor Name: ↓ Red River Specialties LLC.
<b>Item #4: Escort, price per ounce</b>	<b>Bid Price</b>
1 oz. container	No Bid
minimum order	
8 oz. container	\$1.89
minimum order	8 oz. Bottle
16 oz. container	\$1.89
minimum order	16 oz. Bottle
64 oz. container	\$1.87
minimum order	64 oz Bottle
<b>Item #5: Garlon 3A, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$48.04
minimum order	2.5 gal.
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	\$48.04
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	\$62.98
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	\$12.99
minimum order	2.5 gal.
returnable	No
Brand Bid	Credit 41 Extra
5 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
30 gallon container	\$12.45
minimum order	30 gal.
returnable	No
Brand Bid	Credit 41 Extra



	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
275 gallon container	No Bid
minimum order	
returnable	
Brand Bid	
265 gallon container	\$12.00
minimum order	265 gal.
returnable	No
Brand Bid	Credit 41 Extra
<b>Item #8: MSMA 6 Plus 47.60% Active, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$34.48
minimum order	2.5 gal.
returnable	No
<b>Item #9: Milestone VM, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$321.00
minimum order	2.5 gal.
returnable	No
<b>Item #10: Outrider, price per ounce</b>	<b>Bid Price</b>
20 oz. container	\$12.00
minimum order	20 oz. bottle / Cryder
<b>Item #11: Pro-Mate Accuracy 30%, price per quart</b>	<b>Bid Price</b>
1 quart container	\$8.88
minimum order	1 quart / Bidding Elite Secure Ultra
returnable	No
<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	\$16.98
minimum order	2.5 gal. / Credit 5.4 Extra
returnable	No
30 gallon container	\$16.46
minimum order	30 gal. / Credit 5.4 Extra
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	\$18.44
minimum order	2.5 gal./ Elite Platinum
returnable	No
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	\$55.64
minimum order	2.5 gal.
returnable	No
5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	\$55.64
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	\$100.00
minimum order	1.25 pounds
Brand Bid	
1.25 pound container	\$100.00
minimum order	1.25 pounds
Brand Bid	
10 pound container	\$100.00
minimum order	10 pounds
Brand Bid	



	Vendor Name: ↓ Red River Specialties LLC.
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b> price per gallon	
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs</b> price per gallon	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	
minimum order	
returnable	
<b>Item #20: Plateau,</b> price per gallon	<b>Bid Price</b>
1 gallon container	\$97.40
minimum order	1 gal.
returnable	No
<b>Item #21: Droplex Xtra, No Subs</b> price per gallon	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
<b>Item #22: Vastlan,</b> price per gallon	<b>Bid Price</b>
2.5 gallon container	\$102.00
minimum order	2.5 gal.
returnable	No
30 gallon container	\$102.00
minimum order	30 gal.
returnable	No
<b>Item #23: Trycera Selective Herbicide, No Subs</b> price per gallon	<b>Bid Price</b>
2.5 gallon container	No Bid
minimum order	
returnable	
265 gallon container	
minimum order	
returnable	



	Vendor Name: ↓ Red River Specialties LLC.
<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	\$21.99
minimum order	2.5 gal.
Brand Bid	Aquaneat
returnable	No
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$364.80
minimum order	2.5 gal.
Brand Bid	Method 240 SL
20 gallon container	No Bid
minimum order	
Brand Bid	
<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	\$14.15
minimum order	1 bottle
Brand Bid	Telar XP



	Vendor Name: ↓
	Red River Specialties LLC.
<b>Item #31: EcoMIGHT</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	No Bid
minimum order	
Brand Bid	
2.5 gallon container	No Bid
minimum order	
Brand Bid	
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	\$7.88
minimum order	2.5 gal.
returnable	No
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b>	<b>Bid Price</b>
<b>price per gallon</b>	
1 gallon container	\$28.89
minimum order	1 gal. / Elite Secure Ultra
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 quart</b>	
4 quarts (1 gallon container)	\$415.36
minimum order	1 quart
returnable	No
10 quarts (2.5 gallon container)	\$1,509.12
minimum order	2.5 gal.
returnable	No
<b>Item #36: TerraVue, No Subs</b>	<b>Bid Price</b>
<b>price per ounce</b>	
20 ounce container	\$ 105.00 pound
minimum order	1.1 lb. container
returnable	No
160 ounces (10 pound case)	105.00 pound
minimum order	10 lb. container
returnable	No



Insecticides	Vendor Name: ↓
	Red River Specialties LLC.
<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 case</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	\$12.88
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	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 1.5 ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	



Fort Bend County  
Bid 25-046

Brand Bid	
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	Vendor Name: ↓ Red River Specialties LLC.
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), 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	
<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	
Brand Bid	
55 gallon container	No Bid
minimum order	
Brand Bid	
275 gallon container	No Bid
minimum order	
Brand 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: ↓
	Red River Specialties LLC.
<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 ULV (96.5% 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: ↓ 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	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: ↓ 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	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	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: ↓ 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	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	



	Vendor Name: ↓ Red River Specialties LLC.
<b>Item #55: ReMoa Tri (Abamectin, Fenpropathrin, C8910) 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 #56: DeltaGuard (2% Deltamethrin) 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	



# 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:**  
2025-1272222

**Date Filed:**  
02/20/2025

**Date Acknowledged:**  
04/08/2025

**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.**

25-046  
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)	SiteOne Landscape Supply, 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? 24	
Federal ID # or S.S. #	36-4485550	SAM.gov Unique Entity ID #		
SAM.gov CAGE / NCAGE	31SN5			
Publicly Traded Business	___ No <u>x</u> Yes Ticker Symbol _____			
Remittance Address	24110 Network Place			
City/State/Zip	Chicago, IL 60673			
Physical Address	1385 East 36th Street			
City/State/Zip	Cleveland, Ohio 44114			
Phone Number	216-706-9250 ext. 2			
E-mail	bids@siteone.com			
Contact Person	SiteOne Landscape Supply			
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 # _____	Cert Date _____ _____ _____ _____	Exp Date _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 <input type="checkbox"/> <small>SiteOne+</small>	\$17,000,000-\$22,399,999 _____ >\$22,400,000 <u>x</u> _____		
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative	<i>Rosalin Santiago</i>			
Printed Name	Rosalin Santiago			
Title	Sr. Bid Representative			
Date	02-21-2025			

**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 25-046*

**SUBMIT BIDS TO:**

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

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

**SUBMIT NO LATER THAN:**

Tuesday, February 25, 2025  
2:00 PM (Central)

**LABEL ENVELOPE:**

**BID 25-046  
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: RS



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, February 18, 2025 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: RS



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: RS



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,

Initials of Bidder: RS



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 twelve (12) 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, 2025 through March 31, 2026** renewable annually for four (4) years (through March 31, 2030) 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: B25-046.
  - 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 SPECIFICATIONS & BID PRICING:**

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Contractors shall 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 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

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**Contract Sheet  
Bid 25-046**

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

This memorandum of agreement made and entered into on the 8 day of April, 2025,  
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 8 day of April 20 25.

Fort Bend County, Texas

By: KP George  
County Judge, KP George

By: Rosalin Santiago  
Signature of Contractor

By: Rosalin Santiago,  
**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.

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. <b>SiteOne Landscape Supply</b>	
	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 checked="" type="checkbox"/> <b>C</b> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <b>C</b> <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.) <b>SiteOne Landscape Supply</b>	
	6 City, state, and ZIP code <b>1385 East 36th Street, Cleveland, Ohio 44114</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
or								
Employer identification number								
3	6		-	4	4	8	5	5
							0	

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Rosalin Santiago*

Date ▶ 02-21-2025

### 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)(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>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.): 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  
02-21-2025

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 SiteOne Landscape Supply is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Roswell, GA.  
[Company Name] [City and State]



Nufarm

**POLARIS®**

## Herbicide

Applications may be made for the control of undesirable emergent and floating aquatic vegetation in estuarine marine surface water. For the control of undesirable vegetation in fencerows, non-irrigation ditch banks, for establishment and maintenance of wildlife openings, grass pastures and rangeland, unimproved industrial noncropland Bermudagrass and Bahiagrass, under certain paved areas, and industrial noncropland areas including railroad, utility, pipeline and highway rights-of-way, utility plant sites, petroleum tank farms, pumping installations, storage areas, non-irrigation ditchbanks, roads, transmission lines, and industrial bareground areas.

### ACTIVE INGREDIENT:

Isopropylamine salt of Imazapyr: (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)\* .....

27.7%

### OTHER INGREDIENTS:

72.3%

### TOTAL:

100.0%

\*Equivalent to 22.62% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.

## KEEP OUT OF REACH OF CHILDREN CAUTION / PRECAUCION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

SEE INSIDE BOOKLET FOR ADDITIONAL  
PRECAUTIONARY STATEMENTS

For Chemical Spill, Leak, Fire, or  
Exposure, Call CHEMTREC  
(800) 424-9300

For Medical Emergencies Only,  
Call (877) 325-1840

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

EPA Reg. No. 228-534

Manufactured for  
Nufarm Americas Inc.  
150 Harvester Drive  
Burr Ridge, IL 60527

  
**Nufarm**





# Garlon® 3A

## Specialty Herbicide

For the control of woody plants, broadleaf weeds in range and pasture, forests and non-crop areas, including manufacturing and storage sites, rights-of-way such as electrical power lines, communication lines, pipelines, roadsides, railroads, fence rows, non-irrigation ditch banks, and around farm buildings; and applications to grazed areas, and establishment and maintenance of wildlife openings, and in Christmas tree plantations and aquatic sites.

For use in New York State, comply with Section 24(c) Special Local Need labeling for Garlon 3A, SLN NY-110005.

### Active Ingredient:

triclopyr: 3,5,6-trichloro- 2-pyridinyloxyacetic acid, triethylamine salt .....	44.4%
Other Ingredients .....	55.6%
Total .....	100.0%

Acid equivalent: triclopyr - 31.8% - 3 lb/gal

## 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.)

### Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. Refer to label booklet under "Agricultural Use Requirements" in the Directions for Use section for information about this standard.

For additional Precautionary Statements, First Aid, Storage and Disposal and other use information see inside this label.

**Notice:** Read the entire label. Use only according to label directions. **Before using this product, read Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies at end of label booklet. If terms are unacceptable, return at once unopened.**

In case of emergency endangering health or the environment involving this product, call 1-800-992-5994.

Agricultural Chemical: Do not ship or store with food, feeds, drugs or clothing.

EPA Reg. No. 62719-37 900-016418 / 00014282

®Trademark of Dow AgroSciences LLC

Produced for  
Dow AgroSciences LLC  
9330 Zionsville Road  
Indianapolis, IN 46268

Net Contents **2.5 gal**



(01) 0 06 62974 04861 9

PEEL FILM HERE



## ATTENTION:

This specimen label is provided for general information only.

- This pesticide product may not yet be available or approved for sale or use in your area.
- It is your responsibility to follow all Federal, state and local laws and regulations regarding the use of pesticides.
- Before using any pesticide, be sure the intended use is approved in your state or locality.
- Your state or locality may require additional precautions and instructions for use of this product that are not included here.
- Monsanto does not guarantee the completeness or accuracy of this specimen label. The information found in this label may differ from the information found on the product label. You must have the EPA approved labeling with you at the time of use and must read and follow all label directions.
- You should not base any use of a similar product on the precautions, instructions for use or other information you find here.
- Always follow the precautions and instructions for use on the label of the pesticide you are using.

21225G1-13



## Complete Directions for Use

The complete broad-spectrum postemergence professional herbicide for industrial, turf and ornamental weed control.

EPA Reg. No. 524-517

2007-1

**AVOID CONTACT OF HERBICIDE WITH FOLIAGE, GREEN STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION IS LIKELY TO RESULT.**

Read the entire label before using this product.

Use only according to label instructions.

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

Not all products recommended on this label are registered for use in California. Check the registration status of each product in California before using.

Read the "LIMIT OF WARRANTY AND LIABILITY" statement at the end of the label before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. MONSANTO DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION. SEE INDIVIDUAL CONTAINER LABEL FOR REPACKAGING LIMITATIONS.

## 1.0 INGREDIENTS

### ACTIVE INGREDIENT:

\*Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt..... 41.0%  
OTHER INGREDIENTS (including surfactant): ..... 59.0%  
100.0%

\*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

This product is protected by U.S. Patent Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No license granted under any non-U.S. patent(s).

## 2.0 IMPORTANT PHONE NUMBERS

FOR PRODUCT INFORMATION OR ASSISTANCE  
IN USING THIS PRODUCT,  
CALL TOLL-FREE, 1-800-332-3111.  
IN CASE OF AN EMERGENCY INVOLVING THIS PRODUCT,  
OR FOR MEDICAL ASSISTANCE,  
CALL COLLECT, DAY OR NIGHT, (314)-694-4000.

## 3.0 PRECAUTIONARY STATEMENTS

## 3.1 Hazards to Humans and Domestic Animals

Keep out of reach of children.

## CAUTION!

CAUSES EYE IRRITATION.

Avoid contact with eyes or clothing.

**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.

- Have the product container or label with you when calling a poison control center or doctor, or going for treatment.
- You may also contact (314) 694-4000, collect day or night, for emergency medical treatment information.
- This product is identified as **Ranger PRO® herbicide, EPA Registration No. 524-517.**

**DOMESTIC ANIMALS:** This product is considered to be relatively nontoxic to dogs and other domestic animals; however, ingestion of this product or large amounts of freshly sprayed vegetation may result in temporary gastrointestinal irritation (vomiting, diarrhea, colic, etc.). If such symptoms are observed, provide the animal with plenty of fluids to prevent dehydration. Call a veterinarian if symptoms persist for more than 24 hours.

### Personal Protective Equipment (PPE)

**Applicators and other handlers must wear:** long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining Personal Protective Equipment (PPE). If there are no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

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

### User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

## 3.2 Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

## 3.3 Physical or Chemical Hazards

Spray solutions of this product should be mixed, stored and applied using only stainless steel, aluminum, fiberglass, plastic or plastic-lined steel containers.

**DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS.** This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

## DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. This product can only be used in accordance with the Directions for Use on this label or in separately published Monsanto Supplemental Labeling.




Drexel

# MSMA 6.6

MSMA Liquid

MSMA liquid herbicide for selective post-emergent weed control on Cotton, Golf courses and Sod farms, and Highway Rights-of-Way.

**ACTIVE INGREDIENT:**

Monosodium acid methanearsonate\* ..... 51.3%

**OTHER INGREDIENTS:** ..... 48.7%

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

Total Arsenic (as elemental) all in water soluble form is 23.61%.

\* This product contains 6.6 pounds of MSMA per gallon.

**KEEP OUT OF REACH OF CHILDREN**

## CAUTION

See FIRST AID Below

EPA Reg. No. 19713-41

Net Content:

EPA Est. No. 19713-MS-1

2.5 Gals. (9.46 L)

### 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 do so by a poison control center or doctor.
- Do not give anything by mouth to an unconscious or convulsing person.

**IF ON SKIN OR CLOTHING:**

- Take off contaminated clothing.
- Rinse skin immediately with plenty of water for 15 to 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 to 20 minutes.
- Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.
- Call a poison control center or doctor for treatment advice.

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

### PRECAUTIONARY STATEMENTS

#### Hazards To Humans And Domestic Animals

**CAUTION:** Harmful if swallowed. Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Some materials that are chemical-resistant to this product are polyethylene or polyvinyl chloride. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.

**All mixers, loaders, applicators and other handlers must wear:** Long-sleeved shirt and long pants, chemical-resistant gloves, and shoes plus socks.

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

### USER SAFETY RECOMMENDATIONS

**Users should:** 1) Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. 2) Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. 3) 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

Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water by cleaning equipment or disposal of wastes. Do not contaminate water used by wildlife or aquatic life or water used for domestic or irrigation purposes.

### USE INFORMATION

MSMA 6.6 herbicide is useful for selective post-emergent weed control, particularly for grassy weeds in Cotton, Golf courses and Sod farms, and Highway Rights-of-Way. Its activity is enhanced by addition of a suitable surfactant, cleared for application to growing crops, to the spray solution. Best results are obtained on young actively growing weeds at air temperature above 70°F.

This product applied properly will kill or control noxious weeds susceptible to MSMA such as:

Bahiagrass	Fall panicum	Oats (Wild)
Barnyardgrass	Fiddleneck	Pigweed
Beggartick (Hairy)	Florida beggarweed	Puncturevine
<i>Brachiaria</i> spp.	Foxtail	Purslane (Common)
Broomsedge	(Green and Yellow)	Ragweed
Chickweed	Goosegrass	Sandbur
Cocklebur	Guineagrass	Sicklepod
Crabgrass	Jimsonweed	Spurge
(Smooth and Large)	Johnsongrass	Watergrass
Dallisgrass	Morningglory	Witchgrass
Dandelion	Mustard (Wild)	Wood sorrel
Dayflower	Nutsedge	

### RESISTANCE MANAGEMENT

#### GROUP 17 HERBICIDE

This product is a Group 17 herbicide. Any weed population may contain or develop plants naturally resistant to this product and other Group 17 herbicides. Weed species with acquired resistance to Group 17 may eventually dominate the weed population if Group 17 herbicides are used repeatedly in the same field or in successive years as primary method of control for targeted species. This may result in partial or total loss of control of those species by this product or other Group 17 herbicides.

Manufactured By:

**Drexel Chemical Company**

P.O. BOX 13327, MEMPHIS, TN 38113-0327

**SINCE 1972**

The DREXEL logo is a registered trademark of Drexel Chemical Company.





# 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





# Sumilarv<sup>®</sup> 0.5G

PYRIPROXYFEN

GROUP

7C

INSECTICIDE

Specimen Label

- Controlled release insect growth regulator formulation to break mosquito life-cycle
- Prevents adult mosquito emergence (*including those which may transmit West Nile Virus*)
- Prevents mosquitoes from becoming breeding, biting adults
- Easy to apply sand granule

**ACTIVE INGREDIENTS:**

2-[1-Methyl-2-(4-phenoxyphenoxy) ethoxy] pyridine.....	0.50%
OTHER INGREDIENTS .....	99.50%
	100.00%

**DIRECTIONS FOR USE**

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

**READ ALL DIRECTIONS COMPLETELY BEFORE USE.**

Before making the first application of the 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 more than 0.1 lbs. pyriproxyfen per acre per year or (20 lbs. of Sumilarv<sup>®</sup> 0.5G/acre/year).

Do not apply or allow drift onto pastureland, cropland, or potable water supplies.

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

**MOSQUITO SPECIES CONTROLLED:**

Pyriproxyfen effectively controls several mosquito species which can vector West Nile Virus, Dengue, Eastern equine encephalitis (EEE), Western equine encephalitis (WEE), and St. Louis encephalitis (SLE), and dog heartworm in the USA. These include:

*Aedes aegypti*

*Ae. albopictus*

*Ae. vexans*

*Anopheles quadrimaculatus*

*Culex pipiens*

*Cx. quinquefasciatus*

*Cx. tarsalis*

*Cx. restuans and other Cx. spp.*

*Ochlerotatus stimulans*

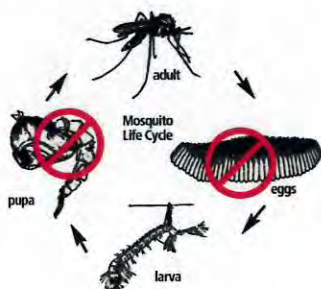
*Ochlerotatus nigromaculis*

*Ochlerotatus taeniorhynchus*

*Ochlerotatus sollicitans*

*Ochlerotatus triseriatus*

*Psorophora columbiae*



KEEP OUT OF REACH OF CHILDREN

**CAUTION**

See Inside for First Aid and Precautionary Statements



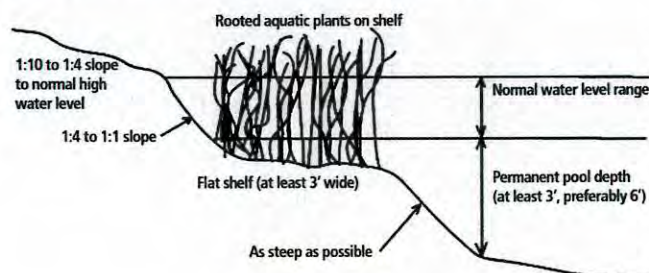
Introduction of Sumilarv 0.5G into larval habitats where mosquitoes breed and develop will prevent adult mosquito emergence and affects reproductive viability of exposed mosquito eggs and adult female mosquitoes. Frequency of application will depend on three factors: dose rate, water quality (e.g. pollution) and dilution caused by rainfall or removal and replenishment of water within the treatment site. Generally repeat treatment every 4 to 5 weeks, if rain events are frequent or significant. Note: presence of actively swimming larvae after a Sumilarv 0.5G treatment is normal. Sumilarv 0.5G does not act until the pupal stage of a mosquito.

**APPLICATION TO CATCH BASINS & WATER RETENTION PONDS**

Individual catch basins are one of the main breeding sites for mosquitoes that can transmit West Nile virus and cause biting nuisance in urban, suburban and rural environments. Sumilarv 0.5G can be applied to catch basins at the rate specified on this label.

The granules may be applied as a pre-treatment to mosquito breeding catch basins or during the season to catch basins containing mosquito larvae. Once applied, Sumilarv 0.5G will be unaffected by dry, hot, cold or sunny conditions and will begin working when the catch basin is flooded during rain events until the active ingredient degrades below effective levels.

Treatments should be repeated every 4-5 weeks (28-35 days). More frequent applications may be necessary to achieve control of mosquito larvae if frequent rain events flush pyriproxyfen out of the catch basins.

**Typical Water Retention Pond or Storm Water Catch Basin**



**Fort Bend County Pricing Form**

**Bid 25-046**

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

**Term: April 1, 2025 through March 31, 2026**

Herbicides	Vendor Name: ↓
	SiteOne Landscape Supply
Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon	Bid Price
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
30 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
270 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Item #2: Arsenal EUP, Habitat, Polaris (Aquatic), price per gallon	Bid Price
2.5 gallon container	\$87.85
minimum order	1 container
returnable	No
5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
15 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
30 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
250 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Item #3: Dupont Oust Extra, price per pound	Bid Price
4 pound container	NO BID
minimum order	NO BID
12 pound container	NO BID
minimum order	NO BID
25 pound container	NO BID
minimum order	NO BID



	Vendor Name: ↓
	SiteOne Landscape Supply
Item #4: Escort, price per ounce	Bid Price
1 oz. container	NO BID
minimum order	NO BID
8 oz. container	NO BID
minimum order	NO BID
16 oz. container	NO BID
minimum order	NO BID
64 oz. container	NO BID
minimum order	NO BID
Item #5: Garlon 3A, price per gallon	Bid Price
2.5 gallon container	\$92.00
minimum order	1 container
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
Item #6: Garlon 4 Ultra, price per gallon	Bid Price
Lawson # 8935	NO BID
2.5 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
	NO BID
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	Bid Price
2.5 gallon container	\$17.75
minimum order	1 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	\$16.85
minimum order	1 container
returnable	No
Brand Bid	Ranger Pro



	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
275 gallon container	NO BID
minimum order	NO BID
returnable	NO BID
Brand Bid	NO BID
265 gallon container	\$16.50
minimum order	1 container
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	
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	



	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	
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>SiteOne Landscape Supply</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
minimum order	
returnable	
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	



	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	
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	
Brand Bid	
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	



	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #31: EcoMIGHT price per gallon</b>	<b>Bid Price</b>
1 gallon container	NO BID
minimum order	
Brand Bid	
2.5 gallon container	
minimum order	
Brand Bid	
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 quart</b>	<b>Bid Price</b>
4 quarts (1 gallon container)	NO BID
minimum order	
returnable	
10 quarts (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	
160 ounces (10 pound case)	
minimum order	
returnable	



Insecticides	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	\$735.00
minimum order	1 case
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per case</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 1.5 ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	NO BID
minimum order	
returnable	
Brand Bid	
55 gallon container	
minimum order	
returnable	
Brand Bid	
275 gallon container	
minimum order	
returnable	
Brand Bid	



	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>
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	
<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	
Brand Bid	
55 gallon container	
minimum order	
Brand Bid	
275 gallon container	
minimum order	
Brand 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
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 ULV (96.5% 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: ↓
	SiteOne Landscape Supply
Item #48: Vectobac WDG, 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 #49: Altosid Liquid SR-20, 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: ↓ 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	
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	\$47.80
Minimum order	1 bag
Returnable	No
Brand bid	MGK
5 KG bag	\$237.88
Minimum order	1 bag
Returnable	No
Brand bid	MGK
<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	\$105.00
Minimum order	1 container
Returnable	No
Brand bid	Zoecon
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	\$99.00
Minimum order	1 container
Returnable	No
Brand bid	Zoecon
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	\$98.00
Minimum order	1 container
Returnable	No
Brand bid	Zoecon



	Vendor Name: ↓
	SiteOne Landscape Supply
<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	



	Vendor Name: ↓
	SiteOne Landscape Supply
<b>Item #55: ReMoa Tri (Abamectin, Fenpropathrin, C8910) 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 #56: DeltaGuard (2% Deltamethrin) 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	



# 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  
Cleveland , OH United States

**Certificate Number:**  
2025-1272654

**Date Filed:**  
02/21/2025

**Date Acknowledged:**  
04/08/2025

**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.**

B25-046  
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)	Asplunsh 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"/> Partnership	Age in Business?																	
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt																		
Federal ID # or S.S. #	3-1277550	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"/>	<table border="1"><thead><tr><th>Certification #</th><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table>	Certification #	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Certification #	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	02/19/2025																			

**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 25-046*

**SUBMIT BIDS TO:**

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

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

**SUBMIT NO LATER THAN:**

Tuesday, February 25, 2025  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 25-046  
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: BDe text here



bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Melissa Stavinocha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail [Melissa.Stavinocha@fortbendcountytexas.gov](mailto:Melissa.Stavinocha@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, February 18, 2025 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: BD



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 twelve (12) 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: BD



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.

Initials of Bidder: BD



- 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, 2025 through March 31, 2026** renewable annually for four (4) years (through March 31, 2030) 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: BD



## **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: B25-046.
  - 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: BD



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 SPECIFICATIONS & BID PRICING:**

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Contractors shall 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 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



**Contract Sheet  
Bid 25-046**

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

This memorandum of agreement made and entered into on the 8 day of April, 2025,  
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 8 day of April 20 25.

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



# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ASPLUNDH TREE EXPERT LLC</b>	
	2 Business name/disregarded entity name, if different from above <b>VM DISTRIBUTION PARTNERS (A DIVISION OF ASPLUNDH TREE EXPERT LLC)</b>	
	3 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 type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> <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) ►	
	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.) See instructions. <b>805 DECATUR ST</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>NEWTON, MS 39345</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
			-				-			
or										
Employer identification number										
2	3	-	1	2	7	7	5	5	0	

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Will McMillan</i>	Date ► <b>01/01/2025</b>

## 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.



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  
[Company Name]  
§2252.001.

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



**Fort Bend County Pricing Form**  
**Bid 25-046**  
**Term Contract for Purchase of Weed, Brush and Insect Control Chemicals**

**Term: April 1, 2025 through March 31, 2026**

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	\$20.00
minimum order	50 Gal
returnable	No
30 gallon container	\$19.50
minimum order	120 Gal
returnable	No
270 gallon container	\$19.00
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	
returnable	
250 gallon container	NB
minimum order	
returnable	
<b>Item #3: Dupont Oust Extra, price per pound</b>	<b>Bid Price</b>
4 pound container	\$29.90
minimum order	64 Lbs
12 pound container	\$29.90
minimum order	48 Lbs
25 pound container	NB
minimum order	



	Vendor Name: ↓
	VM Distribution Partners
Item #4: Escort, price per ounce	Bid Price
1 oz. container	NB
minimum order	
8 oz. container	\$3.32
minimum order	64 Oz
16 oz. container	\$3.32
minimum order	128 oz
64 oz. container	NB
minimum order	
Item #5: Garlon 3A, price per gallon	Bid Price
2.5 gallon container	\$59.00
minimum order	100 Gal
returnable	No
5 gallon container	NB
minimum order	
returnable	
30 gallon container	\$59.00
minimum order	120 Gal
returnable	No
Item #6: Garlon 4 Ultra, price per gallon	Bid Price
Lawson # 8935	
2.5 gallon container	\$70.00
minimum order	50 Gal
returnable	No
Item #7: Glyphosate 41%+14% Surfactant, price per gallon	Bid Price
2.5 gallon container	\$15.00
minimum order	50 Gal
returnable	No
Brand Bid	Gly Star Plus
5 gallon container	NB
minimum order	
returnable	
Brand Bid	
30 gallon container	\$14.50
minimum order	150 Gal
returnable	No
Brand Bid	Gly Star Plus



	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
275 gallon container	
minimum order	
returnable	
Brand Bid	
265 gallon container	\$14.00
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	\$321.00
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	\$6.25
minimum order	7.5 lb or 120 oz
Brand Bid	Opensight
1.25 pound container	\$6.25
minimum order	7.5 lb or 120 oz
Brand Bid	Opensight
10 pound container	\$6.25
minimum order	10 Lb
Brand Bid	Opensight



	Vendor Name: ↓ VM Distribution Partners
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #19: Hardball, 2,4-D Acid, No Subs</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
30 gallon container	NB
minimum order	
returnable	
<b>Item #20: Plateau,</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$115.00
minimum order	4 Gal
returnable	
<b>Item #21: Droplex Xtra, No Subs</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #22: Vastlan,</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$102.00
minimum order	60 Gal
returnable	No
30 gallon container	\$102.00
minimum order	60 Gal
returnable	No
<b>Item #23: Trycera Selective Herbicide, No Subs</b> <b>price per gallon</b>	<b>Bid Price</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	
minimum order	NB
returnable	
<b>Item #27: Roundup Custom price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$24.80
minimum order	50 Gal
Brand Bid	Bayer Aquamaster
returnable	No
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$364.80
minimum order	2.5 Gal
Brand Bid	Envu Method
20 gallon container	NB
minimum order	
Brand Bid	
<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	Bayer Derigo
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	\$14.00
minimum order	128 oz
Brand Bid	Bayer Telar XP



	Vendor Name: ↓
	VM Distribution Partners
<b>Item #31: EcoMIGHT</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	NB
minimum order	
Brand Bid	
2.5 gallon container	NB
minimum order	
Brand Bid	
55 gallon container	NB
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent,</b> <b>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,</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	NB
minimum order	
returnable	
<b>Item #34: Liberate by Loveland Products, Inc.,</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NB
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs</b> <b>price per quart</b>	<b>Bid Price</b>
4 quarts (1 gallon container)	NB
minimum order	
returnable	
10 quarts (2.5 gallon container)	\$377.28
minimum order	2.5 Gal
returnable	No
<b>Item #36: TerraVue, No Subs</b> <b>price per ounce</b>	<b>Bid Price</b>
20 ounce container	\$6.56
minimum order	4.4 lb (4x1.1 lb)
returnable	No
160 ounces (10 pound case)	\$6.56
minimum order	17.6 lbs (4x4.4 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 case</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 1.5 ULV, or equivalent, price per gallon</b>	<b>Bid Price</b>
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	



	Vendor Name: ↓
	VM Distribution Partners
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), 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	
<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	
Brand Bid	
55 gallon container	NB
minimum order	
Brand Bid	
275 gallon container	NB
minimum order	
Brand Bid	
<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 ULV (96.5% 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
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
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	
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	NB
Minimum order	
Returnable	
Brand bid	
5 KG bag	NB
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	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	



	Vendor Name: ↓
	VM Distribution Partners
<b>Item #55: ReMoa Tri (Abamectin, Fenpropathrin, C8910) 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 #56: DeltaGuard (2% Deltamethrin) 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	



# 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.**

VM Distribution Partners  
Newton, MS United States

**Certificate Number:**  
2025-1289075

**Date Filed:**  
03/31/2025

**Date Acknowledged:**  
04/08/2025

**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.**

B25-046  
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)	ES OPCO USA LLC		
Business Name (if different from legal name)	Veseris		
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. #	84-3689531	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	ES OPCO USA LLC		
City/State/Zip	P.O. Box 7410137		
Physical Address			
City/State/Zip	Chicago, IL 60674-0137		
Phone Number	713-203-0436		
E-mail	keith.haas@veseris.com		
Contact Person	Keith L. Haas		
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 # _____	Cert Date _____ Exp Date _____ _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 <input checked="" type="checkbox"/> ES OPCO L	\$500,000-\$4,999,999 _____ \$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	Keith L Haas		
Title	Public Health Specialist		
Date	24 Feb 2025		

**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 25-046*

**SUBMIT BIDS TO:**

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

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

**SUBMIT NO LATER THAN:**

Tuesday, February 25, 2025  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 25-046  
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 Stavinocha, 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, February 18, 2025 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

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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 twelve (12) 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, 2025 through March 31, 2026** renewable annually for four (4) years (through March 31, 2030) 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: B25-046.
- 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 SPECIFICATIONS & BID PRICING:**

Specifications are available on the bid pricing form in Excel, downloadable from Fort Bend County's website. Contractors shall 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 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

Initials of Bidder: 



**Contract Sheet  
Bid 25-046**

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

This memorandum of agreement made and entered into on the 8 day of April, 2025,  
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 8 day of April, 2025.

Fort Bend County, Texas

By: KP George  
County Judge, KP George

By: Keith L. Haas  
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.

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

**ES OPCO USA LLC**

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

**dba Vesperis**

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.

**10800 Pecan Park Blvd STE 300**

6 City, state, and ZIP code

**Austin, TX 78750-1477**

Requester's name and address (optional)

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 4 - 3 6 8 9 5 3 1

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

*Robert Wong*

Date ►

*1-8-2024*

### 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.



Job No.: 221

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

Taxpayer Identification Number (T.I.N.): 84-3689531

Company Name submitting Bid/Proposal: ES OPCO USA LLC dba Vesperis

Mailing Address: 10800 Pecan Park Blvd STE 300, Austin, TX 78750-1477

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>
<u>NA</u>	<u>NA</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </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 Vesperis 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 Austin, Texas.  
[Company Name] [City and State]





## ULV 5-25 Air

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*.....	25.00%
OTHER INGREDIENTS** .....	70.00%
	100.00%

\* (butylcarbityl) (6-propylpiperonyl) ether

\*\* Contains petroleum distillate

This product contains 0.475 lb./gal. Pyrethrins and 2.375 lb./gal. Piperonyl Butoxide

KEEP OUT OF REACH OF CHILDREN

### CAUTION

See inside for first aid and precautionary statements

### DIRECTIONS FOR USE

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

### PRECAUTIONS AND 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.
- 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.

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, swamps, marshes, overgrown waste areas, roadsides and pastures where adult mosquitoes occur.

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.

Back pack 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 laser-based measurement instrument must be used to adjust equipment to product acceptable droplet size spectra. Application equipment must be tested 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 ( $D_v 0.5 < 30\mu m$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $D_v 0.9 < 50\mu m$ ).

#### Aerial Equipment:

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 80 microns ( $D_v 0.9 < 80$ ).

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

The maximum application rate for wide area mosquito adulticide applications is 0.0025 lbs. pyrethrin/acre, or 0.025 lbs. piperonyl butoxide/acre, whichever is lower. When targeting *Aedes Taeniorhynchus* and other difficult species applications may be made up to 0.008 lbs. pyrethrin /acre/day, or 0.08 lbs. piperonyl butoxide/acre/day, whichever is lower.

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.

More frequent treatments may be made to prevent or control a threat to public and/or animal health determined by state, tribal, or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

#### 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.



## 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,
- Shoes and socks
- Chemical-resistant gloves such as barrier laminate, nitrile rubber, neoprene rubber, or Viton.

In addition to the above PPE, applicators using high pressure hand wants in an enclosed area 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.

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

- A dust/mist filter with MSHA/NIOSH approval number prefix TC-21C, or
- A canister approved for pesticides (MSHA/NIOSH approval number prefix TC-14G), or
- Any R, P, or HE filter.

See engineering controls for additional requirements.

### 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.

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

### ENGINEERING CONTROLS

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

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

### ENVIRONMENTAL HAZARDS

This product is 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.

This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product when bees are visiting the treatment area, except when applications are made to prevent or control a threat to public and/or animal health determined by 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.

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.

### PHYSICAL OR CHEMICAL HAZARDS

Do not use or store near heat or open flame.

## FIRST AID

### IF ON SKIN OR CLOTHING:

- Take off contaminated clothing.
- Rinse skin immediately with plenty of water for 15-20 minutes.
- Call a poison control center or doctor for treatment advice.

### IF SWALLOWED:

- Call a poison control center or doctor immediately 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 a 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 eyes.
- Call a poison control center or doctor for treatment advice.

### IF INHALED:

- Move person to fresh air.
- If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible.
- Call a poison control center or doctor for further treatment advice.

**NOTE TO PHYSICIAN:** This product contains petroleum distillate and may pose an aspiration pneumonia hazard.

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.



## STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage and 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  $\frac{1}{4}$  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. 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  $\frac{1}{4}$  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.

*Storage and Disposal for Refillable Rigid Containers with a capacity greater than 5 gallons]*

## STORAGE AND DISPOSAL

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

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

**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 REUSE:** 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.

**CONTAINER DISPOSAL:** 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. Offer for recycling if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

**EVER GREEN**  
ULV 5-25 Air

EPA Reg. No. 1021-1569  
EPA Est. No. 1021-MN-2  
Rev. 1119-1221

**MGK**

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## ULV 12-60 Concentrate

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 .....	12.00%
Piperonyl butoxide, Technical* .....	60.00%
OTHER INGREDIENTS** .....	28.00%
	100.00%

\*Equivalent to 48.00% (butylcarbityl) (6-propylpiperonyl) ether and 12.00% related compounds

\*\*Contains petroleum distillates

KEEP OUT OF REACH OF CHILDREN

### CAUTION

See inside for first aid and precautionary statements

### DIRECTIONS FOR USE

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

This concentrate is formulated to be diluted with 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 bothersome 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 meteorological conditions favor an inversion of air temperatures in the area treated. 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.

### PRECAUTIONS AND RESTRICTIONS

- Not for use in outdoor residential misting systems.
- Not for use in metered release systems.
- 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. a.i./acre of Pyrethrin and/or 0.025 lbs./acre of PBO, whichever is lower. When targeting *Ochlerotatus Taeniorhynchus* and other difficult species applications may be made up to 0.008 lbs. of pyrethrin/acre/day or 0.08 lbs. piperonyl butoxide/acre/day, whichever is lower.
- Do not apply more than 0.2 lbs. of Pyrethrin/acre/year and/or 2.0 lbs. of PBO / 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.

### 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 manufacturer 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.

#### 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, chemigation) can influence pesticide drift. The applicator must evaluate all factors and make appropriate adjustments when applying this product.

#### Wind Speed:

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

#### 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).

#### 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.

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 and 2.0 lbs. of piperonyl butoxide per 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. Do not exceed 25 applications at 0.008 pounds of pyrethrins per acre in any given season.

Apply EverGreen® ULV 12-60 Concentrate 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.

More frequent treatments may be made to prevent or control a threat to public and/or animal health determined by state, tribal, or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.



PRECAUTIONARY STATEMENTS  
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

## CAUTION

Harmful if swallowed or absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. 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,
- Chemical-resistant gloves made of barrier laminate, nitrile rubber, neoprene rubber, or Viton.

In addition to the above PPE, applicators using a high pressure hand wand in an enclosed area 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.

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

- A dust/mist filtering cartridge (MSHA/NIOSH approval number prefix TC-21C), or
- A canister approved for pesticides (NIOSH approval number prefix TC-14G), or
- A cartridge or canister with any R, P or HE filter.

See engineering controls for additional requirements.

### 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.

### 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.

### 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 pesticide is 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.

This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply when bees are visiting the treatment area, except when applications are made to prevent or control a threat to public and/or animal health determined by 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.

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.

## FIRST AID

### IF SWALLOWED:

- Immediately call a poison control center or doctor.
- Do not induce vomiting unless told to do so by a poison control center or doctor.
- Do not give any liquid to the person.
- Do not give anything by mouth to an unconscious person.

### IF IN EYES:

- Hold eye open and rinse slowly and gently with water for 15–20 minutes.
- Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes.
- Call a poison control center or doctor for treatment advice.

### IF 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 – 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 the International Poison Center at 1-888-740-8712.

## STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage and 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 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. 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 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 puncture and dispose of in a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances.

[Storage and Disposal for Refillable Containers]

## STORAGE AND DISPOSAL

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

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

**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 REUSE:** 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.

**CONTAINER DISPOSAL:** 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. Offer for recycling if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

**EVER GREEN**

**ULV 12-60 Concentrate**

EPA Reg. No. 1021-1570  
EPA Est. No. 1021-MN-2  
Rev. 1119-1221

**MGK**

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# Zenivex® E4

## RTU

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.

- **FOR THE CONTROL OF ADULT MOSQUITOES, NON-BITING MIDGES, AND BLACK FLIES**
- **FOR USE AS A SPACE SPRAY BY AIR AND GROUND APPLICATION TO CONTROL ADULT MOSQUITOES**
- **APPROVED FOR USE OVER AGRICULTURAL CROPS (INCLUDING THOSE INTENDED FOR HUMAN CONSUMPTION), PASTURE AND RANGELAND**
- **READY TO USE WITHOUT DILUTION**
- **CONTROLS ADULT MOSQUITOES THAT MAY CARRY WEST NILE VIRUS, EASTERN EQUINE ENCEPHALITIS, ST. LOUIS ENCEPHALITIS**
- **CONTROLS NON-BITING MIDGES, NUISANCE AND BITING FLIES**
- **QUICK, PERMANENT KNOCKDOWN OF ADULT MOSQUITOES**

## SPECIMEN LABEL

### ACTIVE INGREDIENT:

Etofenprox (CAS #80844-07-1) . . . . . 4%

OTHER INGREDIENTS\*: . . . . . 96%

Total: . . . . . 100%

\*Contains petroleum distillates

Contains 0.30 lbs etofenprox per gallon

EPA Reg. No. 2724-807

EPA Est. No. 2724-TX-1

**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

See additional Precautionary Statements,

**PRECAUTIONARY STATEMENTS**

**HAZARDS TO HUMANS AND**

**DOMESTIC ANIMALS**

**CAUTION**

Harmful if swallowed. Causes moderate eye irritation. Avoid contact with eyes, skin, or clothing. Applicators and other handlers must wear long-sleeved shirt, 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. Remove contaminated clothing and launder before reuse. Repeated exposure to etofenprox can cause skin irritation.

### FIRST AID

**If swallowed** • Immediately call a poison control center or doctor. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give any liquid to the person. • Do not give anything by mouth to an unconscious person.

**If in eyes** • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes. • Call a poison control center or doctor for treatment advice.

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.

**NOTE TO PHYSICIAN:** May pose an aspiration pneumonia hazard. Contains petroleum distillate.

### ENVIRONMENTAL HAZARDS

This pesticide is toxic to aquatic organisms, including fish and aquatic invertebrates. Runoff from treated areas or deposition into bodies of water may be hazardous to fish and other aquatic organisms. 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 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. Time applications to provide the maximum possible interval between treatment and the next period of bee activity. Do not apply to blooming crops or weeds when bees are visiting the treatment area, except when applications are made to prevent or control a threat to public and/or animal health determined by 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/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. **READ AND FOLLOW ALL LABEL DIRECTIONS.** Before making the first application of the 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.

### GENERAL

**ZENIVEX® E4 RTU** is an effective insecticide used at low volumes to control adult mosquitoes, non-biting midges, biting and non-biting flies. Use **Zenivex® E4 RTU** undiluted as UltraLow Volume (ULV) for the control of pest species in or near residential, industrial, commercial, urban, recreational areas, woodlands, golf courses, and other areas where these pests are a problem. **Zenivex® E4 RTU** may be applied over agricultural areas prior to or following harvest for the control of adult mosquitoes within or adjacent to these areas. Apply **Zenivex® E4 RTU** aerially (both fixed and rotary aircraft) for low volume applications or through mist-blowers, backpack, and handheld sprayers for ground applications. **Zenivex® E4 RTU** will control mosquitoes and flies and can be used as part of a total integrated pest management program for controlling disease vectors. Apply **Zenivex® E4 RTU** at rates from 0.00175 to 0.0070 pounds of etofenprox per acre by ground ULV. Use this product undiluted only; do not mix with water. Apply when wind is  $\geq 1$  mph. Do not apply when wind speeds exceed 10 mph. A temperature inversion is preferable to keep the fog close to the ground and applications should be made when labeled insects are most active. Do not spray more than 0.18 lbs etofenprox per acre per site per year. Do not make more than 25 applications per site 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.

### GROUND APPLICATION

Use a vehicle-mounted cold aerosol ULV sprayer to apply the product. Direct the spray equipment nozzle to provide even distribution of the product. For best results, apply perpendicular to the wind direction using a swath width of 300 ft. Spray equipment must be adjusted so that the volume median diameter (VMD) is between 10-30 microns ( $10\mu \leq D_{v0.5} \leq 30\mu$ ) and that 90% of the spray is contained in droplets smaller than 50 microns ( $D_{v0.9} < 50\mu$ ). Directions from the equipment manufacturer or vendor, pesticide registrant, or 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.

The appropriate application rate can be achieved by using the following table. Refer to the following chart for examples.

Application rate pound A.I. per acre	Flow rates		Vehicle Speed
	Undiluted		
	Oz/Acre	Oz/Minute	
0.00175	0.75	2.25	5
		4.50	10
		7.00	15
0.00350	1.5	4.50	5
		9.00	10
		13.50	15
0.00700	3.0	9.00	5
		18.00	10

Use the higher label rates when spraying areas where dense vegetation is present. Conduct applications when temperatures are between 50-95° F.

### Backpack Sprayer ULV Application

Apply **Zenivex® E4 RTU** undiluted through non-thermal ULV backpack sprayer capable of applying the product in the 10 to 30 micron range. Apply product to the area as evenly as possible. Apply at the rate of 0.00175 to 0.0070 pounds etofenprox per acre.

### Urban ULV Mosquito Control Applications

For control of resting or flying adult mosquitoes, biting flies and non-biting midges in areas such as utility tunnels, sewers, storm drains and catch basins, pipe chases, underground basements, underground passages, parking decks, crawl spaces or uninhabited



buildings, apply **Zenivex® E4 RTU** using mechanical foggers, hand-held or truck-mounted ULV equipment, thermal foggers or other spray equipment suitable for this application. Apply **Zenivex® E4 RTU** at rates up to but not exceeding 0.0070 pounds of etofenprox per acre.

#### **Thermal Fogging Application**

Apply using a truck, dolly mounted, handheld, or other thermal fogging equipment. Following the equipment manufacturer's instructions, apply this product at a rate of 0.00175 to 0.0070 pounds etofenprox per acre. Direct fog to areas where mosquitoes and other pests are located. The volume median diameter (VMD) of droplets produced by thermal foggers is less than 60 microns ( $D_{v0.5} < 60\mu$ ) and 90% of the spray is contained in droplets smaller than 100 microns ( $D_{v0.9} < 100\mu$ ).

#### **AERIAL APPLICATION**

Apply **Zenivex® E4 RTU** aerially, undiluted, by fixed wing or rotary aircraft. Apply at the rate of 0.00175 to 0.0070 pounds of etofenprox per acre. Apply using ULV equipped and capable aircraft. Spray equipment must be adjusted so that the volume median diameter (VMD) produced is less than 60 microns ( $D_{v0.5} < 60\mu$ ) and that 90% of the spray is contained in droplets smaller than 100 microns ( $D_{v0.9} < 100\mu$ ). 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 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 annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated. Do not apply **Zenivex® E4 RTU** at altitudes below 100 feet. Apply at altitudes from 100-300 feet. Apply when wind speed on the ground is  $\geq 1$  mph. Apply when labeled insects are most active. For best results, use Global Positioning System (GPS) equipped aircraft.

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

#### **APPLICATIONS OVER CROPS OR TO AREAS FAVORING DRIFT OVER CROPS**

**Zenivex® E4 RTU** may be applied over crops (including row, tree, fruit, citrus, pasture and other areas where agricultural enterprises take place) or to areas, where drift over cropland could occur. **Zenivex® E4 RTU** can be applied to these areas by either ground or aerial application. Use label rates and follow directions for use as directed in this label. Applications over crops or where drift may occur over crops are limited to 4 applications per month to the same site but no more than two applications within a seven day interval. Do not apply more than 0.028 pounds of active

ingredient per month to the same site within a month. Do not spray more than 0.18 lbs etofenprox per acre per site per year. Do not make more than 25 applications per site per year.

#### **PESTICIDE STORAGE AND DISPOSAL**

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

**STORAGE AND SPILL PROCEDURES:** Store upright at room temperature. Avoid exposure to extreme temperatures. In case of spill or leakage, soak up with an absorbent material such as sand, sawdust, earth, fuller's earth, etc. Dispose of with chemical waste.

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

**CONTAINER DISPOSAL:** Refillable 30 Gallon Drums, 120 Gallon Mini-Tote and 275 Gallon Tote: 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. If not refilled, offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration. To clean the container before final disposal, triple rinse (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container  $\frac{1}{4}$  full with mineral oil or other suitable oil diluents. 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. **Non-refillable 2.5 gallon containers:** **Non-refillable container.** Triple rinse (or equivalent), promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or mix tank and drain container for 10 seconds after the flow begins to drip. Fill the container  $\frac{1}{4}$  full of with mineral oil or other suitable oil diluents and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank. Drain container for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Once triple rinsed, recycle if available, or puncture and dispose of in a sanitary landfill, or by incineration.



To the extent consistent with applicable law, seller makes no warranty, expressed or implied, concerning the use of this product other than indicated on the label. Buyer assumes all risks of use and handling of this material when such use and handling are contrary to label instructions.

In case of an emergency or for product use information, call **1-800-248-7763**.

**[www.zenivex.com](http://www.zenivex.com)**

**Wellmark International**  
1501 East Woodfield Road 200W  
Schaumburg, Illinois 60173





# AQUA-BAC WDG 3000

Bioinsecticide • Water Dispersible Granules

A microbial insecticide effective against mosquitoes, nuisance flies (*Psychoda* and *Chironomus* spp.) and nuisance aquatic midges (*Chironomine*) in a variety of habitats.

## ACTIVE INGREDIENT:

*Bacillus thuringiensis* subspecies *israelensis* strain BMP 144 solids, spores and insecticidal toxins..... 43%

OTHER INGREDIENTS ..... 57%

TOTAL ..... 100%

Equivalent to 3,000 ITU/mg of product (1.4 billion ITU/lb of product or 3.0 billion ITU/kg of product). The percent active ingredient does not indicate product performance and potency measurements are not federally standardized.

## KEEP OUT OF REACH OF CHILDREN CAUTION

FIRST AID	
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 by mouth-to-mouth, if possible.</li> <li>Call a poison control center or doctor for further treatment advice.</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 eye.</li> <li>Call a poison control center or doctor for treatment advice.</li> </ul>
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>
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For non-emergency information concerning this product call the National Pesticides Information Center (NPIC) at 1-800-858-7378 (NPIC website: www.npic.orst.edu). For medical emergencies call your local poison control center at 1-800-222-1222.	

See back panel for additional Precautionary Statements

EPA Reg. No. 62637-14

EPA Est. 93280-CAN-1

Net Contents: 25 lbs. (11.34 kgs)

Batch Code:

Manufactured For:

Becker Microbial Products, Inc.

3077 23rd Ave S suite C-107

Lake Worth Beach, FL 33461

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

**CAUTION:** Harmful if inhaled or absorbed through the skin. Avoid breathing dust. 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, using tobacco or using the toilet. Remove contaminated clothing and wash before reuse.

**PERSONAL PROTECTIVE EQUIPMENT (PPE):** Mixers/loaders and applicators not in enclosed cabs or aircraft must wear protective eyewear, a long-sleeved shirt, long pants, socks, shoes and a NIOSH-approved particulate respirator with any N, 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. When reduced PPE is worn in enclosed cabs or aircraft, handlers must be provided all PPE previously specified and have such PPE immediately available for use in an emergency, such as a spill or equipment breakdown. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

**USER SAFETY RECOMMENDATIONS:** Users should immediately remove clothing/PPE if pesticide gets inside, then wash thoroughly and put on clean clothing. Users should immediately remove PPE after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

**ENVIRONMENTAL HAZARDS:** For terrestrial uses: Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

## DIRECTIONS FOR USE

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

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

BMP 144 DF 3000 may be applied to any water sites except treated, finished drinking water reservoirs or drinking water receptacles. Do not apply to treated, finished drinking water reservoirs or drinking water receptacles when the water is intended for human consumption.

## MOSQUITOES:

Habitat	Rate Required for Control (Ounces per acre)
Flood water, roadside ditches, irrigation ditches, rice fields, pastures, woodland pools, snowmelt pools, standing pools, tidal water, salt marshes, catch basins and storm water retention areas	1.75 - 7 (50 - 200 g/acre) (125 - 500 g/ha)
Standing water in fields growing crops such as alfalfa, almonds, asparagus, corn, cotton, dates, grapes, peaches and walnuts may be treated to control mosquito larvae at the recommended rates. When applying BMP 144 DF 3000 to these fields, do not apply this product in a way that will contact workers or persons either directly or through drift. Only protected handlers may be in the area during application.	7 - 14 (200 - 400 g/acre) (0.5 - 1 kg/ha)
Polluted water (sewage lagoons, etc.), water with moderate organic matter and water with a high concentration of suspended solids	

Use the higher rate range when larvae are in the third or early fourth instar, mosquito populations are high, water is heavily polluted and/or algae are abundant.



Use the higher rate range when larvae are in the third or early fourth instar, mosquito populations are high, water is heavily polluted, and/or algae are abundant.

#### DILUTION RATES FOR SMALL QUANTITIES OF SPRAY:

Gallons of Spray Mixture per Acre (Ounces / grams needed per gallon of spray)

Ounces/Acre	Rates in		Final concentration, ounces/gallon of spray		
	Grams/Acre		10 Gal/Acre	25 Gal/Acre	50 Gal/Acre
1.75	50		0.175	0.07	0.04
3.50	100		0.35	0.14	0.07
7.00	200		0.70	0.28	0.14
14.00	400		1.40	0.565	0.28

#### SPECIFIC APPLICATION INSTRUCTIONS:

**General:** AQUABAC WDG 3000 may be applied in conventional aerial and ground application equipment with sufficient water to provide thorough coverage of the target area. The amount of water needed will be dependent on weather, type of spray equipment and mosquito habitat.

Ground applications should be made in 5-100 gallons per acre in conventional equipment. As low as one gallon per acre surface area can be used when the target area is open with light vegetative cover.

Aerial application: fill the mix tank or aircraft hopper with the appropriate volume of water and agitate before adding AQUABAC WDG 3000. Maintain agitation during loading and spraying. Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment and weather related factors determine the potential for spray drift. The applicator and the grower are responsible for considering all of these factors when making decisions.

**Mixing Instructions:** Fill tank with the required amount of water. Initiate moderate agitation and continue throughout mixing. Slowly pour AQUABAC WDG 3000 into the water where turbulence is the greatest. After the AQUABAC WDG 3000 is dispersed, the product will remain suspended for normal application periods. Additional agitation may be required if product sets for an extended period.

#### NUISANCE FLIES:

For control of the Nuisance Flies *Psychoda* spp. and *Chironomus* spp. in sewage treatment facilities utilizing trickling filter systems.

#### APPLICATION DIRECTIONS

##### Nuisance Fly Habitat

##### Suggested Use Rates <sup>(1)</sup>

Trickling filter system  
of wastewater treatment plants

4 – 20 mg per liter of wastewater  
feed to the system per 30 minutes.

1. Use higher rates for control of *Chironomus* spp. Apply undiluted with a pre-calibrated pump or other device into the wastewater feeding into the filters for a minimum period of 30 minutes. Repeat applications as needed. Control of *Chironomus* spp. may take two weeks.

#### NUISANCE AQUATIC MIDGES:

For control of *Chironomine* midges (*Chironominae: Chironomini*) inhabiting shallow, man-made and natural lakes and ponds.

#### APPLICATION DIRECTIONS

##### Nuisance Midge Habitat

##### Suggested Rate Range <sup>(1)</sup>

Shallow lakes and ponds  
Per sewage oxidation ponds  
(less than an acre 6 feet deep)

3.5 pounds / acre  
(1.6 kg / acre)

1. Apply diluted with water in a total volume of 5 gallons / acre by pouring or spraying over the surface to be treated with a pre-calibrated device. Repeat applications as necessary. Control of *Chironomini* midges may take up to two weeks.

#### STORAGE AND DISPOSAL

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

**Storage:** Store in a cool (59 – 86° F; 15 – 30° C), 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 Handling:** 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 in a sanitary landfill or by incineration. Do not burn, unless allowed by state and local ordinances. If burned, stay out of smoke.

#### NOTICE TO USER

Seller makes no warranty express or implied, of merchantability, fitness or otherwise concerning the 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 label instructions.

In case of emergency endangering life and property involving this product, call collect, day or night, (800) 759-1602.



# AQUABAC<sup>®</sup> WDG 3000

Biolarvicide • Water Dispersible Granules

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Standing water in fields growing crops such as alfalfa, almonds, asparagus, corn, cotton, dates, grapes, peaches and walnuts may be treated to control mosquito larvae at the recommended rates. When applying BMP 144 DF 3000 to these fields, do not apply this product in a way that will contact workers or persons either directly or through drift. Only protected handlers may be in the area during application.	7 - 14 (200 - 400 g/acre) (0.5 - 1 kg/ha)
Polluted water (sewage lagoons, etc.), water with moderate organic matter and water with a high concentration of suspended solids	

Use the higher rate range when larvae are in the third or early fourth instar, mosquito populations are high, water is heavily polluted and/or algae are abundant.



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3.50	100	0.35	0.14	0.07
7.00	200	0.70	0.28	0.14
14.00	400	1.40	0.565	0.28

**SPECIFIC APPLICATION INSTRUCTIONS:**

**General:** AQUABAC WDG 3000 may be applied in conventional aerial and ground application equipment with sufficient water to provide thorough coverage of the target area. The amount of water needed will be dependent on weather, type of spray equipment and mosquito habitat.

Ground applications should be made in 5-100 gallons per acre in conventional equipment. As low as one gallon per acre surface area can be used when the target area is open with light vegetative cover.

Aerial application, fill the mix tank or aircraft hopper with the appropriate volume of water and agitate before adding AQUABAC WDG 3000. Maintain agitation during loading and spraying. Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment and weather related factors determine the potential for spray drift. The applicator and the grower are responsible for considering all of these factors when making decisions.

**Mixing Instructions:** Fill tank with the required amount of water. Initiate moderate agitation and continue throughout mixing. Slowly pour AQUABAC WDG 3000 into the water where turbulence is the greatest. After the AQUABAC WDG 3000 is dispersed, the product will remain suspended for normal application periods. Additional agitation may be required if product sets for an extended period.

**NUISANCE FLIES:**

For control of the Nuisance Flies *Psychoda* spp. and *Chironomus* spp. in sewage treatment facilities utilizing trickling filter systems.

**APPLICATION DIRECTIONS**

**Nuisance Fly Habitat**

**Suggested Use Rates<sup>(1)</sup>**

Trickling filter system  
of wastewater treatment plants

4 – 20 mg per liter of wastewater  
feed to the system per 30 minutes.

1. Use higher rates for control of *Chironomus* spp. Apply undiluted with a pre-calibrated pump or other device into the wastewater feeding into the filters for a minimum period of 30 minutes. Repeat applications as needed. Control of *Chironomus* spp. may take two weeks.

**NUISANCE AQUATIC MIDGES:**

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**APPLICATION DIRECTIONS**

**Nuisance Midge Habitat**

**Suggested Rate Range<sup>(1)</sup>**

Shallow lakes and ponds  
Per sewage oxidation ponds  
(less than an acre 6 feet deep)

3.5 pounds / acre  
(1.6 kg / acre)

1. Apply diluted with water in a total volume of 5 gallons / acre by pouring or spraying over the surface to be treated with a pre-calibrated device. Repeat applications as necessary. Control of *Chironomini* midges may take up to two weeks.

**STORAGE AND DISPOSAL**

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

**Storage:** Store in a cool (59 – 86° F; 15 – 30° C), 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 Handling:** 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 in a sanitary landfill or by incineration. Do not burn, unless allowed by state and local ordinances. If burned, stay out of smoke.

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In case of emergency endangering life and property involving this product, call collect, day or night, (800) 759-1602.



# MasterLine®

By Univar

## KONTROL 4 – 4

### For Mosquitoes, Flies and Gnats

A Quick Knockdown, Low Odor, Non-Corrosive Synergized Synthetic Pyrethroid  
for the Control of Adult Mosquitoes in Residential, Recreational, and Other Areas.  
Also for Use Against Biting and Non-Biting Midge and Black Flies

For use only 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.

#### ACTIVE INGREDIENTS:

\*Permethrin ..... 4.6%  
\*\*Piperonyl Butoxide ..... 4.6%

OTHER INGREDIENTS: ..... 90.8%

Contains Petroleum Distillate

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

\*(3-phenoxyphenyl)methyl(+/-) *Cis/trans* 3-(2,2-dichloroethenyl)2,2-Dimethyl cyclopropanecarboxylate

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

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

Contains 0.3344 pounds of Permethrin and 0.3344 pounds of Piperonyl Butoxide per gallon.

EPA Registration No. 73748-4

### KEEP OUT OF REACH OF CHILDREN

### CAUTION

See Inside Attached Booklet For Additional Precautionary Statements.

“PRECAUCION AL USUARIO: Si usted no lee ingles, no use este producto hasta que la etiqueta haya sido explicado ampliamente”

Univar Environmental Sciences

11305 Four Points Drive

Building 1, Suite 210

Austin, Texas 78726



First Aid	
<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 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 by mouth-to-mouth, if possible. Call a poison control center or doctor for further advice.
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For additional information on this pesticide product (including health concerns, medical emergencies, or pesticide concerns), you may call 1-800-222-1222, twenty-four (24) hours a day, seven (7) days per week.	
<b>Note to Physician:</b> Contains petroleum distillate – vomiting may cause aspiration pneumonia.	

## PRECAUTIONARY STATEMENTS

### HAZARDS TO DOMESTIC ANIMALS AND HUMANS

Contains Petroleum Distillate. Causes moderate eye irritation. Avoid contact with eyes or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Wear long-sleeved shirt and long pants, socks and shoes, and chemical-resistant gloves (such as barrier laminate, nitrile rubber, neoprene rubber, or viton). Remove contaminated clothing and wash before reuse.

#### Personal Protective Equipment (PPE)

Some materials that are chemical-resistant to this product are barrier laminate, nitrile rubber greater or equal to 14 mils or neoprene rubber greater or equal to 14 mils. 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; Long pants; Shoes and socks; Chemical-resistant gloves for all handlers except for applicators using motorized ground equipment, pilots and flaggers; and Chemical-resistant apron for mixers/loaders, persons cleaning equipment, and persons exposed to the concentrate.

See engineering controls for additional information.

#### 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.

#### Engineering Controls

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

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

### ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to aquatic organisms, including fish and aquatic invertebrates. To protect the environment, do not allow pesticide to enter or run-off into storm drains, drainage ditches, gutters, or surface waters. Applying this product in calm weather when rain is not predicted for the next 24 hours will help to ensure that wind or rain does not blow or wash pesticide off the treatment area. Rinsing application equipment over the treated area will help avoid run-off to water bodies or drainage systems.

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 on blooming crops or weeds while bees are actively visiting the treatment areas.



## ENVIRONMENTAL HAZARDS FOR WIDE AREA MOSQUITO ADULTICIDE APPLICATIONS

This pesticide is extremely toxic to aquatic organisms, including fish and aquatic invertebrates. Run-off from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates.

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 with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

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.

## PHYSICAL AND CHEMICAL HAZARDS

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

## DIRECTIONS FOR USE

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

### Use Restrictions:

- Apply this product only as specified on this label.
- Do not contaminate food or feedstuffs.
- Application of this product using hand-held cold or thermal fogging equipment is prohibited.
- This product is not for use in outdoor residential misting systems (indoor and outdoor) and metered release misting devices.
- Do not apply as a broadcast or spot treatment to indoor surfaces at residential sites, including nurseries, day-care centers, schools, hospitals, and nursing homes.
- Except when applying for mosquito control, do not enter or allow others to enter treated area until sprays have dried.
- Except when applying for mosquito control, do not enter or allow others to enter until vapors, mists, and aerosols have dispersed, and the treated area has been thoroughly ventilated.
- Except when applying for mosquito control, do not apply this product in a way that will contact workers or other persons, either directly or through drift.
- Application of this product is prohibited directly into sewers or drains, or to any area like a gutter where drainage to storm sewers, storm drains, water bodies, or aquatic habitat can occur. Do not allow this product to enter any drain during or after application.
- Remove pets, birds, and cover fish aquariums and ornamental fish ponds before spraying, and turn aquarium systems off prior to use.
- Except when applying for mosquito control, only protected handlers may be in the area during application.
- **Aerial application of this product is prohibited in the State of Florida unless specifically authorized by the Bureau of Entomology and Pest Control, Florida Department of Agriculture and Consumer Services.**

## NON-AGRICULTURAL USE REQUIREMENTS

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

Keep unprotected persons out of treated areas until sprays have dried. Wear protective clothing when using or handling this product to help avoid exposure to eyes and skin. Eye protection, gloves, a long-sleeved shirt and long pants are recommended.

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

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

## CONDITIONS AND RATES TO USE FOR MOSQUITO CONTROL

**KONTROL 4 - 4** may be applied either diluted or undiluted as a non-thermal fog.

**KONTROL 4 - 4** is recommended for application in ultra low volume (ULV) non-thermal fog to control adult mosquitoes, flies and gnats in residential and recreational areas where these insects are a problem, such as parks, campsites, woodlands, athletic fields, golf courses, residential areas, municipalities, gardens, playgrounds, recreational areas and overgrown waste areas. For best results, treat when insects are most active and conditions are conducive to keeping the fog close to the ground.

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 only when ground wind speed is greater than 1 mph. Do not apply when wind speeds exceed 10 mph. Applications cannot exceed the recommended rates.

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.

Do not re-treat a site more than once in 3 days. Do not exceed 25 applications at 0.007 lbs. of permethrin per acre per application or 0.025 lbs. PBO



per acre per application, or 0.18 lbs. of permethrin per acre per season or 2.0 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.

**KONTROL 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 only be made where the following crops are present:

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

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. Do not contaminate non-approved sites with spray drift.

### GROUND-BASED APPLICATION INSTRUCTIONS (Non-Thermal Application)

**DROPLET SIZE CALIBRATION FOR GROUND-BASED APPLICATION EQUIPMENT:** Spray equipment must be adjusted so that the volume median diameter is less than 30 microns ( $D_v 0.5 < 30 \mu m$ ) and that 90% of the spray is contained in droplets smaller than 48 microns ( $D_v 0.9 < 48 \mu m$ ). 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.

#### Suggested Dilution Rates to Achieve 0.00175# a.i. per Acre

			HAND HELD THERMAL FOGGERS 50 FT SWATH AT 2 MPH 0.00318# A.I. PER ACRE	
MACHINE OUTPUT GAL/HOUR	DILUTION RATIO WITH FOG OIL 5MPH	DILUTION RATIO WITH FOG OIL 10 MPH	MACHINE OUTPUT	DILUTION RATE
10 gal/hr	1 : 9.5	1 : 4.25	0.25 gal/hr	1 : 1.2
20 gal/hr	1 : 20	1 : 9.5	2.0 gal/hr	1 : 16.4
30 gal/hr	1 : 30	1 : 14.75	5.0 gal/hr	1 : 42.4
			8.0 gal/hr	1 : 68.4

### NON-THERMAL AEROSOL FOGGER APPLICATION

**KONTROL 4 - 4 ULV Non-Thermal Aerosol Fogger Application:** To control mosquitoes, midges and blackflies, apply **KONTROL 4 - 4** using any standard ULV ground applicator capable of producing a non-thermal aerosol spray. Apply the product at a flow rate of 4.1 to 16.2 ounces per minute at an average vehicle speed of 10 mph. If different vehicle speed is used, adjust the rate accordingly. These rates are equivalent to 0.00175 to 0.007 pounds of permethrin and the same amount of 0.00175 to 0.007 pounds of synergist piperonyl butoxide per acre. Vary flow rates accordingly to vegetation density and mosquito population. Use higher flow rates in heavy vegetation or when populations are high. An accurate flow control system must be used to ensure proper flow rate. **KONTROL 4 - 4** may also be applied by diluting with a suitable solvent such as mineral oil and applying so as not to exceed the maximum pounds of active ingredient per acre as shown in the first column of the ULV table shown below. That table represents some suggested application rates for ground ULV applications. If an alternative dilution rate is used, adjust the flow rate accordingly.



Conditions and Rates to use KONTROL 4 - 4 Undiluted for Mosquito Control

PERMETHRIN/PBO LBS. A.I./ACRE	APPLICATION RATES/FLUID OUNCES TO USE PER MINUTE			
	5 mph	10 mph	15 mph	20 mph
0.007/0.007	8.1	16.2	24.4	32.5
0.0035/0.0035	4.0	8.1	12.2	16.2
0.00175/0.00175	2.0	4.1	6.1	8.2

### AERIAL APPLICATION INSTRUCTIONS

The use of aircraft specially equipped and capable of applying ULTRA LOW VOLUMES of KONTROL 4 - 4 may be necessary.

#### DROPLET SIZE CALIBRATION FOR AERIAL APPLICATION EQUIPMENT:

**Aerial Application made at  $\leq 200$  above ground elevation:** Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ( $D_v 0.5 < 60 \mu m$ ) and that 90% of the spray is contained in droplets smaller than 100 microns ( $D_v 0.9 < 100 \mu m$ ). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

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

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 at a sufficient airspeed to deliver the appropriate amount of a.i./acre (from 0.00175 to 0.007 # a.i./acre) and to achieve the appropriate droplet range. Flight speed and nozzle orientation must be considered in determining droplet size. Apply when wind speed is greater than 1 mph.

The spray boom should be mounted on the aircraft as to minimize drift caused by wingtip or rotor vortices. The minimum practical boom length should be used and must not exceed 75% of the wing span or 90% rotor diameter.



## STORAGE AND DISPOSAL

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

**Pesticide Storage and Spill Procedures:** Keep this product in its tightly closed original container when not in use. Store in a cool, dry (preferably locked) area that is designated for such insecticides and also inaccessible to children and animals. Avoid exposure to extreme temperatures. 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 Handling: Nonrefillable Container:** Metal or Plastic Container. Do not reuse or refill container. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. Offer for recycling, if available, reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

**Triple rinse as follows:**

**Containers 5 gallons or less:** Empty the remaining contents into application equipment 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 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, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill or by other procedures approved by State and local authorities. Do not cut or weld metal containers.

**Containers larger than 5 gallons:** Empty the remaining contents into application equipment. Fill the container  $\frac{1}{4}$  full with water. Replace and tighten closures. Tip container on its side and roll back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip 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. Once cleaned, 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.

**Pressure rinse as follows (all sizes):** 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.

## BULK STORAGE AND DISPOSAL

### AGITATE BEFORE USE

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

**Storage:** Ground water contamination may be reduced by diking and flooring of permanent liquid bulk storage sites with an impermeable material.

**Pesticide Disposal:** Pesticide spray mixture or rinsate that cannot be used according to label instructions must be disposed of according to Federal and local procedures under Subtitle C or the Resource Conservation and Recovery Act.

**NOTICE:** Buyer and user assume all risks and liability of use, storage and/or handling of this product not in accordance with the terms of this label.

## BUYER GUARANTEE LIMITED TO LABEL CLAIMS

Univar Environmental Sciences  
11305 Four Points Drive  
Building 1, Suite 210  
Austin, Texas 78726

EPA Registration Number: 73748-4



**Fort Bend County Pricing Form**

**Bid 25-046**

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

**Term: April 1, 2025 through March 31, 2026**

<b>Herbicides</b>	<b>Vendor Name: ↓</b>
	<b>Veseris</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	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	\$79.86
minimum order	2 Jugs
returnable	NA
5 gallon container	No Bid
minimum order	
returnable	
30 gallon container	NA
minimum order	
returnable	
<b>Item #6: Garlon 4 Ultra, price per gallon</b>	<b>Bid Price</b>
Lawson # 8935	
2.5 gallon container	\$85.89
minimum order	2 Jugs
returnable	NA
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$18.32
minimum order	2 jugs
returnable	NA
Brand Bid	Ranger Pro
5 gallon container	\$18.26
minimum order	Case (5 gallons)
returnable	NA
Brand Bid	Ranger Pro
30 gallon container	\$17.57
minimum order	1 drum
returnable	NA
Brand Bid	Ranger Pro



	Vendor Name: ↓
<b>Item #7: Glyphosate 41%+14% Surfactant, price per gallon (cont'd)</b>	<b>Bid Price</b>
275 gallon container	NA
minimum order	NA
returnable	NA
Brand Bid	NA
265 gallon container	\$17.03
minimum order	tote
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	\$37.52
minimum order	2 Jugs
returnable	NA
<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	\$17.59
minimum order	1 bottle
<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	\$24.19
minimum order	2 jugs
returnable	NA



For Bend County  
Bld 25-046

30-gallon container	\$23.27
minimum order	\$1.00
returnable	NA



	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	\$12.32
minimum order	1 jug
returnable	NA
2.5 gallon container	\$10.72
minimum order	2 jugs
returnable	NA
30 gallon container	No bid
minimum order	
returnable	
Brand Bid	Surf-AC 820
<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	No 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	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	No Bid
minimum order	
Brand Bid	Opensight
1.25 pound container	\$7.87
minimum order	1 bottle
Brand Bid	No Bid
10 pound container	



For Fort Bend County  
Bids 25-046

Minimum Order	
Brand Bid	No Bid



	<b>Vendor Name: ↓</b>
	<b>Veseris</b>
<b>Item #18: DLZ-MSO Surfactant Plus Drift, No Subs</b> <b>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</b> <b>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,</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	\$127.27
minimum order	2 jugs
returnable	NA
<b>Item #21: Droplex Xtra, No Subs</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
minimum order	
returnable	
<b>Item #22: Vastlan,</b> <b>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 #23: Trycera Selective Herbicide, No Subs</b> <b>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	



	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	\$31.16
minimum order	2 jugs
Brand Bid	Roundup Custom
returnable	NA
<b>Item #28: Method 240SL, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$432.00
minimum order	2 jugs
Brand Bid	Method 240SL
20 gallon container	NA
minimum order	
Brand Bid	NA
<b>Item #29: Derigo (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
60 ounce container	No
minimum order	
Brand Bid	
<b>Item #30: Telar XP (by Bayer Environmental Science), price per ounce</b>	<b>Bid Price</b>
16 ounce container	\$2.83
minimum order	24- 8oz bottles
Brand Bid	Telar XP Herbicide



	Vendor Name: ↓
	Veseris
<b>Item #31: EcoMIGHT</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	No Bid
minimum order	
Brand Bid	
2.5 gallon container	No Bid
minimum order	
Brand Bid	
55 gallon container	No Bid
minimum order	
Brand Bid	
<b>Item #32: 1% Solution, Drift Control Agent,</b> <b>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	
<b>Item #33: Droplex, Deposition Aid and Drift Control Agent,</b> <b>price per gallon</b>	<b>Bid Price</b>
1 gallon container	No bid
minimum order	
returnable	
<b>Item #34: Liberate by Loveland Products, Inc.,</b> <b>price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	No bid
minimum order	
returnable	
<b>Item #35: Esplanade, No Subs</b> <b>price per quart</b>	<b>Bid Price</b>
4 quarts (1 gallon container)	\$475.46
minimum order	4 bottles
returnable	NA
10 quarts (2.5 gallon container)	\$431.86
minimum order	jug
returnable	NA
<b>Item #36: TerraVue, No Subs</b> <b>price per ounce</b>	<b>Bid Price</b>
20 ounce container	No bid
minimum order	



For: Bend County  
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returnable	
160 ounces (10 pound case)	No bid
minimum order	
returnable	



Insecticides	Vendor Name: ↓
	Veseris
<b>Item #37: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/400	\$552.00
minimum order	1 case
<b>Item #38: Altosid XR (Mosquito Larvicide and Pupicide), price per case</b>	<b>Bid Price</b>
1 case/220	\$866.80
minimum order	1 case
<b>Item #39: Big Foot Dye SS, price per quart</b>	<b>Bid Price</b>
1 quart container	\$9.18
minimum order	4 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	\$24.56
minimum order	1 jug
returnable	NA
Brand Bid	Kontrol 4-4
5 gallon container	\$24.56
minimum order	2 X 2.5 GL
returnable	NA
Brand Bid	Kontrol 4-4
15 gallon container	No bid
minimum order	NA
returnable	NA
Brand Bid	NA
30 gallon container	\$24.43
minimum order	1 drum
returnable	NA
Brand Bid	Kontrol 4-4
55 gallon container	\$24.56
minimum order	1 drum
returnable	NA
Brand Bid	Kontrol 4-4
250 gallon container	NA
minimum order	NA
returnable	NA
Brand Bid	NA
275 gallon container	\$24.23
minimum order	1 tote
returnable	Yes
Brand Bid	Kontrol 4-4



Item #41: Mosquitomist 1.5 ULV, or equivalent, price per gallon	Bid Price
30 gallon container	\$95.04
minimum order	1 drum
returnable	yes
Brand Bid	Zenivex E4
55 gallon container	\$225.66
minimum order	63 gallons
returnable	NA
Brand Bid	Riptide
275 gallon container	\$88.51
minimum order	1 tote
returnable	yes
Brand Bid	Zenivex E4



	Vendor Name: ↓
	Veseris
<b>Item #42: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NA
minimum order	
returnable	
Brand Bid	
5 gallon container	\$227.61
minimum order	\$1.00
returnable	NA
Brand Bid	Evergreen ULV 5-25 Ground
30 gallon container	\$224.34
minimum order	\$1.00
returnable	NA
Brand Bid	Evergreen ULV 5-25 Ground
55 gallon container	\$211.74
minimum order	\$1.00
returnable	Evergreen ULV 5-25 Ground
Brand Bid	
<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	\$2.00
returnable	NA
Brand Bid	Zenivex E4
5 gallon container	\$98.14
minimum order	case 2 X 2.5 gl
returnable	NA
Brand Bid	Zenivex E4
30 gallon container	\$95.04
minimum order	\$1.00
returnable	yes
Brand Bid	Zenivex E4
55 gallon container	\$303.48
minimum order	\$1.00
returnable	NA
Brand Bid	Evergreen Mosquito Adulticide EC
275 gallon container	\$206.25
minimum order	1 tote
returnable	yes
Brand Bid	Riptide
<b>Item #44: Mosquito Master 4-12, or equivalent, price per gallon</b>	<b>Bid Price</b>
30 gallon container	\$514.67



Fort Bend County  
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minimum order	\$1.00
Brand Bid	Evergreen ULV 12-60 Concentrate
55 gallon container	\$469.36
minimum order	\$1.00
Brand Bid	Evergreen ULV 12-60 Concentrate
275 gallon container	\$208.34
minimum order	\$1.00
Brand Bid	Evergreen ULV 5-25 Ground
<b>Item #45: Natular DT Tablet Residential, 600/case, price per case</b>	<b>Bid Price</b>
600 tablet /case	NA
minimum order	



Vendor Name: ↓	
Veseris	
Item #46: Dibrom (Naled), or equivalent, price per gallon	Bid Price
2.5 gallon container	NA
Minimum order	
Returnable	
Brand bid	
5 gallon container	\$264.00
Minimum order	\$1.00
Returnable	NA
Brand bid	Evergreen 5-25 Air
15 gallon container	NA
Minimum order	
Returnable	
Brand bid	
30 gallon container	\$251.15
Minimum order	\$1.00
Returnable	NA
Brand bid	Evergreen 5-25 Air
55 gallon container	\$238.45
Minimum order	\$1.00
Returnable	NA
Brand bid	Evergreen 5-25 Air
250 gallon container	NA
Minimum order	
Returnable	
Brand bid	
275 gallon container	\$229.71
Minimum order	\$1.00
Returnable	yes
Brand bid	Evergreen 5-25 Air
Item #47: Fyfanon ULV (96.5% malathion) or equivalent, price per gallon	Bid Price
2.5 gallon container	\$75.92
Minimum order	\$2.00
Returnable	NA
Brand bid	Fyfanon ULV
5 gallon container	\$75.92
Minimum order	Case 2 X 2.5 GL
Returnable	NA
Brand bid	Fyfanon ULV
15 gallon container	NA
Minimum order	
Returnable	
Brand bid	
30 gallon container	NA
Minimum order	



Form Road Cattle  
Bid 23-046

Returnable	
Brand bid	
55 gallon container	NA
Minimum order	
Returnable	
Brand bid	
250 gallon container	NA
Minimum order	
Returnable	
Brand bid	
275 gallon container	NA
Minimum order	
Returnable	
Brand bid	



	Vendor Name: ↓
	Veseris
<b>Item #48: Vectobac WDG, or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NA
Minimum order	
Returnable	
Brand bid	
5 gallon container	NA
Minimum order	
Returnable	
Brand bid	
15 gallon container	NA
Minimum order	
Returnable	
Brand bid	
30 gallon container	NA
Minimum order	
Returnable	
Brand bid	
55 gallon container	28.04 / #
Minimum order	\$1.00
Returnable	NA
Brand bid	AquaBac 3000
250 gallon container	NA
Minimum order	
Returnable	
Brand bid	
275 gallon container	NA
Minimum order	
Returnable	
Brand bid	
<b>Item #49: Altosid Liquid SR-20, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$1,074.40
Minimum order	\$2.00
Returnable	NA
Brand bid	Altosid SR-5
5 gallon container	\$1,074.40
Minimum order	1 Case
Returnable	NA
Brand bid	Altosid SR 20
15 gallon container	NA
Minimum order	
Returnable	
Brand bid	
30 gallon container	NA
Minimum order	



Form Bond County  
Bid 23-045

Returnable	
Brand bid	
55 gallon container	NA
Minimum order	
Returnable	
Brand bid	
250 gallon container	NA
Minimum order	
Returnable	
Brand bid	
275 gallon container	NA
Minimum order	
Returnable	
Brand bid	



Vendor Name: ↓	
<b>Veseris</b>	
<b>Item #50: Vectobac 12AS or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	\$37.05
Minimum order	\$2.00
Returnable	NA
Brand bid	Aquabac XT
30 gallon container	\$35.97
Minimum order	\$1.00
Returnable	NA
Brand bid	Aquabac XT
264 gallon container	\$35.97
Minimum order	\$1.00
Returnable	NA
Brand bid	Aquabac XT
<b>Item #51: Sumilarv 0.5G WSP or equivalent, price per bag</b>	<b>Bid Price</b>
1 KG bag	\$65.90
Minimum order	\$1.00
Returnable	NA
Brand bid	Sumilarv 0.5 WSP
5 KG bag	\$65.90
Minimum order	5 X 1KG bag
Returnable	NA
Brand bid	Sumilarv 0.5 WSP
<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	\$149.03
Minimum order	\$2.00
Returnable	NA
Brand bid	Aqua Kontrol 30-30
5 gallon container	NA
Minimum order	
Returnable	
Brand bid	
15 gallon container	NA
Minimum order	
Returnable	
Brand bid	
30 gallon container	\$146.45
Minimum order	\$1.00
Returnable	NA
Brand bid	Aqua Kontrol 30-30
55 gallon container	\$146.45
Minimum order	\$1.00



For Bond Cattle  
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Returnable	NA
Brand bid	Aqua Perm-X 30-30
250 gallon container	NA
Minimum order	
Returnable	
Brand bid	
275 gallon container	NA
Minimum order	
Returnable	
Brand bid	



Vendor Name: ↓	
<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	\$170.27
Minimum order	\$2.00
Returnable	NA
Brand bid	Kontrol 31-67
5 gallon container	NA
Minimum order	
Returnable	
Brand bid	
15 gallon container	NA
Minimum order	
Returnable	
Brand bid	
30 gallon container	\$154.54
Minimum order	\$1.00
Returnable	NA
Brand bid	Perm-X 31-66
55 gallon container	NA
Minimum order	
Returnable	
Brand bid	
250 gallon container	NA
Minimum order	
Returnable	
Brand bid	
275 gallon container	\$154.00
Minimum order	\$1.00
Returnable	Yes
Brand bid	Perm-X 31-66
<b>Item #54: Summit Mosquito Dunks (Bti, 10.31%), price per dunk</b>	<b>Bid Price</b>
2 Pack	\$5.04
Minimum order	\$12.00
Returnable	NA
Brand bid	Summit
6 pack	\$7.49
Minimum order	\$12.00
Returnable	NA
Brand bid	Summit
12 Pack	NA
Minimum order	
Returnable	
Brand bid	
20 pack	\$108.56



For Paul County	Minimum order	\$1.00
Bid 23-046	Returnable	NA
	Brand bid	Summit HD Briquets AMVAC



Vendor Name: ↓	
Veseris	
<b>Bid Price</b>	
<b>Item #55: ReMoa Tri (Abamectin, Fenpropathrin, C8910) or equivalent, price per gallon</b>	
2.5 gallon container	NA
Minimum order	
Returnable	
Brand bid	
5 gallon container	NA
Minimum order	
Returnable	
Brand bid	
15 gallon container	NA
Minimum order	
Returnable	
Brand bid	
30 gallon container	NA
Minimum order	
Returnable	
Brand bid	
55 gallon container	NA
Minimum order	
Returnable	
Brand bid	
250 gallon container	NA
Minimum order	
Returnable	
Brand bid	
275 gallon container	NA
Minimum order	
Returnable	
Brand bid	
<b>Item #56: DeltaGuard (2% Deltamethrin) or equivalent, price per gallon</b>	<b>Bid Price</b>
2.5 gallon container	NA
Minimum order	
Returnable	
Brand bid	
5 gallon container	NA
Minimum order	
Returnable	
Brand bid	
15 gallon container	NA
Minimum order	
Returnable	
Brand bid	
30 gallon container	NA
Minimum order	



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Bld 225-046

Returnable	
Brand bid	
55 gallon container	NA
Minimum order	
Returnable	
Brand bid	
250 gallon container	NA
Minimum order	
Returnable	
Brand bid	
275 gallon container	NA
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.**

ES OPCO USA, LLC dba: Vesperis  
Houston, TX United States

**Certificate Number:**  
2025-1273266

**Date Filed:**  
02/24/2025

**Date Acknowledged:**  
04/08/2025

**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.**

25-046  
Weed, Brush, and Insect Control 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
	Chris , Walker	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)