

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



INVITATION TO BID

ITB – GOODS

*SUBMITTALS ARE OPENED PUBLICLY AND
ARE ACCEPTED VIA PINELLAS EPRO*

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: **Thursday May 12th, 2022**

SOLICITATION NUMBER: **22-0466-B**

SOLICITATION TITLE: **Mosquito Abatement Products**

DEADLINE FOR WRITTEN QUESTIONS: **Thursday, May 19th, 2022** by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q&A - TAB.

ALL SUBMITTALS ARE DUE BY: **Tuesday, May 31st, 2022** by 3:00 PM Eastern Time

SOLICITATION CONTACT INFORMATION:

NAME: **Dustin Guinta**

EMAIL: **dguinta@pinellascounty.org**

SUBMITTALS MAY NOT BE WITHDRAWN FOR DAYS AFTER OPENING DATE.

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm) , from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:



Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

VENDORS MUST COMPLETE THE FOLLOWING

VENDORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A VENDOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, VENDORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

VENDOR NAME: Rentokil North America, Inc DBA Target Specialty Products (As shown on W-9)

DBA: Target Specialty Products (If applicable)

MAILING ADDRESS: PO Box 14084, (As shown on W-9)

CITY / STATE / ZIP: Reading, PA 1962-3438 (As shown on W-9)

VENDOR EMAIL: marty.shuster@target-specialty.com (Primary Company Email Address)

REMIT TO NAME: Rentokil North America Inc/DBA Target Specialty Products (As Shown on Vendor Invoice)

FEIN#: 23-1568350 (As shown on W-9)

PAYMENT TERMS: % DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

VENDOR CONTACT INFORMATION

CONTACT NAME: Marty Shuster

PHONE NUMBER: 321-436-5603

FAX NUMBER: 225-351-8862

EMAIL ADDRESS: marty.shuster@target-specialty.com

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION, INCLUDING ALL INSURANCE REQUIREMENTS, AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SOLICITATION FOR THE VENDOR.

AUTHORIZED SIGNATURE: Marty Shuster

PRINT NAME: Marty Shuster

TITLE: Vector Specialist

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

TABLE OF CONTENTS

THE MISSION OF PINELLAS COUNTY	1
VENDORS MUST COMPLETE THE FOLLOWING	3
TABLE OF CONTENTS	4
SECTION A - GENERAL CONDITIONS	6
1. PREPARATION OF SUBMITTAL	6
2. DESCRIPTION OF GOODS/SERVICES/SUPPLIES	6
3. ALTERNATES	6
4. VENDOR SUBMISSION	6
5. REJECTION OF SUBMISSION	7
6. WITHDRAWAL OF SUBMITTAL	7
7. LATE SUBMISSION OR MODIFICATIONS	7
8. PUBLIC REVIEW AT OPENING	7
9. TABULATION INQUIRIES	7
10. AWARD OF CONTRACT	7
11. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE VENDOR	8
12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS	8
13. PROVISION FOR OTHER AGENCIES	8
14. COLLUSION	8
15. CONTRACTOR LICENSE REQUIREMENT	8
16. MATERIAL SAFETY DATA SHEETS REQUIREMENTS	8
17. RIGHT TO AUDIT	8
18. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES"	8
19. COUNTY INDEMNIFICATION	8
20. VARIANCE FROM STANDARD TERMS & CONDITIONS	9
21. ADA REQUIREMENT FOR PUBLIC NOTICES	9
22. "OR EQUAL" DETERMINATION	9
23. INSURANCE	9
24. PROCUREMENT POLICY FOR RECYCLED MATERIALS	9
25. ASBESTOS MATERIALS	10
26. PAYMENT/INVOICES	10
27. TAXES	11
28. TERMINATION	11
29. CONTRACTOR CAPABILITY/REFERENCES	11
30. DELIVERY/CLAIMS	11
31. MATERIAL QUALITY	11
32. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS	11
33. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS	12
34. EXCEPTIONS	12
35. NON-EXCLUSIVE CONTRACT	12
36. PUBLIC RECORDS/TRADE SECRETS	12
37. LOBBYING	13
38. ADDITIONAL REQUIREMENTS	13
39. ADD/DELETE LOCATIONS SERVICES	13
40. INTEGRITY OF SOLICITATION DOCUMENTS	14
41. PUBLIC EMERGENCIES	14
42. JOINT VENTURES	14
43. CONFLICT OF INTEREST	14
44. PROTEST PROCEDURE	14
45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE	16
46. PUBLIC RECORDS – CONTRACTOR'S DUTY	17
47. E-VERIFY	17
48. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986	17
49. TRUTH IN NEGOTIATIONS	18
SECTION B – SPECIAL CONDITIONS	19
1. INTENT	19
2. QUANTITIES	19
3. PRICING/PERIOD OF CONTRACT	19

Mosquito Abatement Products

4. TERM EXTENSION(S) OF CONTRACT	19
5. PURCHASES AT LOWER PRICING	19
6. PRE-CONFERENCE	19
7. PRE-COMMENCEMENT MEETING	19
8. SUBMISSION OF BIDS	20
9. BREACH OF CONTRACT	20
SECTION C – INSURANCE REQUIREMENTS	21
1. LIMITATIONS ON LIABILITY	21
2. INDEMNIFICATION	21
3. INSURANCE	21
SECTION D – CONTRACTOR REFERENCES	25
SECTION E – SPECIFICATIONS	26
MOSQUITO ABATEMENT PRODUCTS	26
1. DESCRIPTION	26
2. BIDDER REQUIREMENTS	26
3. PRODUCT REQUIREMENTS	26
4. VALUE-ADDED SERVICES	27
5. DELIVERY	27
6. BACKORDERS	28
7. PRODUCTS	28
8. MANUFACTURER DISCOUNTS / BULK ORDER PRICING	28
9. UNSPECIFIED MONIES	28
10. COUNTY REPRESENTATIVE	28
SECTION F – BID SUMMARY	29
BID SUBMITTAL CHECKLIST	30
ELECTRONIC PAYMENT (EPAYABLES)	31
W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION	32
SECTION G - ADDENDUM	33
SECTION H – STATEMENT OF NO BID	34
APPENDIX 1 – E-VERIFY AFFIDAVIT	35

SECTION A - GENERAL CONDITIONS

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF SUBMITTAL

Submittal will be prepared in accordance with the following:

- a. Submittals shall be uploaded on forms furnished, utilizing Pinellas ePro procurement website. Failure to comply could result in the submission being rejected.
- b. If price is factor, unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- c. Alternate submittals will not be considered unless authorized by the solicitation.
- d. Proposed delivery time must be shown and shall include weekends and holidays.
- e. Contractor is advised that exceptions to any terms and conditions contained in this solicitation or the agreement must be stated with specificity in its response to the solicitation as provided herein and in Section A, AGREEMENT. Contractor is deemed to have accepted and to be bound by the solicitation and agreement terms and conditions that contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
- f. Contractors shall thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
- g. contractors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the contractor.
- h. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- b. contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- c. contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

3. ALTERNATES

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

4. VENDOR SUBMISSION

- a. Submittals shall be uploaded utilizing Pinellas ePro procurement website (<https://www.ebids.pinellas.gov/bsol/>). Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

SECTION A - GENERAL CONDITIONS

5. REJECTION OF SUBMISSION

- a. The County may reject a submittal if:
 1. The contractor incorrectly states or conceals any material fact in the solicitation.
 2. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
 3. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.
- b. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
- c. The County reserves the right to waive minor informalities or irregularities in any submittal.

6. WITHDRAWAL OF SUBMITTAL

The submittal may be withdrawn prior to the bid opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

7. LATE SUBMISSION OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

8. PUBLIC REVIEW AT OPENING

Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals shall be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

9. TABULATION INQUIRIES

Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting Pinellas ePro or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

10. AWARD OF CONTRACT

- a. The agreement will be awarded to the lowest responsive, responsible contractor whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For solicitation of Sale of Real or Surplus Property, award will be made to the highest and most advantageous submittal including price and other factors considered.
- b. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the contractor qualifies their submittal by specified limitations. See Rejection of Submission.
- c. If two or more submittals received are for the same total amount or unit price, quality and service being equal, the agreement shall be awarded to one contractor by drawing lots in public. A local contractor is defined as a contractor with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business.
- d. Prices quoted must be free on board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the solicitation.
- e. A written award of acceptance will be furnished to the successful contractor and shall result in a binding agreement without further action by either party.

SECTION A - GENERAL CONDITIONS

11. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE VENDOR

Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) contractor, for any solicitation, such submittals shall be judged non-responsive. Related parties mean contractors or the principles thereof, which have a direct or indirect ownership interest in another contractor for the same solicitation or in which a parent company or the principles thereof of one (1) contractor have a direct or indirect ownership interest in another contractor for the same solicitation.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. contractors shall comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

13. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

14. COLLUSION

The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

15. CONTRACTOR LICENSE REQUIREMENT

All contractor performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

16. MATERIAL SAFETY DATA SHEETS REQUIREMENTS

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this solicitation, the successful contractor shall provide a Safety Data Sheet (SDS) at the time of each delivery.

17. RIGHT TO AUDIT

Pinellas County reserves the privilege of auditing a contractor's records as such records relate to purchases between Pinellas County and said contractor. Such audit privilege is provided for within the text of the Pinellas County Code §2-187. Records should be maintained for five (5) years from the date of final payment.

18. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES"

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

19. COUNTY INDEMNIFICATION

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees

SECTION A - GENERAL CONDITIONS

incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinances, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

20. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

21. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voice/fdd) fax 727-464-4157, not later than seven days prior to the proceeding.

22. "OR EQUAL" DETERMINATION

Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. INSURANCE

Notice: The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible submitter may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible submitter.

24. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

SECTION A - GENERAL CONDITIONS

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. ASBESTOS MATERIALS

- a. The contractor shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
- b. The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

26. PAYMENT/INVOICES

Contractor shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. Seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

P.O. Box 2438

Clearwater, FL 33757

Email: FinanceAccountsPay@MyPinellasClerk.org

Each invoice shall include, at a minimum, the contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the contractors also include the information shown in below. The County may dispute any payments invoiced by contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Remit To: Billing address to which you are requesting payment be sent

Invoice Date: Creation date of the invoice

Contractor Information: Company name, mailing address, phone number, contact name and email address as provided on the purchase order

Invoice Number: Company tracking number

Shipping Address: Address where goods and/or services were delivered

Ordering Department: Name of ordering department, including name and phone number of contact person

Purchase order Number: Standard purchase order number

Ship Date: Date the goods/services were sent/provided

Quantity: Quantity of goods or services billed

Description: Description of services or goods delivered

Unit Price: Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

SECTION A - GENERAL CONDITIONS

Invoice Total: Sum of all line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge contractor to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at:
www.pinellascounty.org/purchase.

27. TAXES

- a. The County is exempt from all state and federal sales, use, transportation and excise taxes. The Laws of the State of Florida provide that sales and use taxes are payable by the contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the contractor and be deemed to have been included in the solicitation.
- b. Payments to Pinellas County are subject to applicable Florida taxes.

28. TERMINATION

- a. Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.
- c. In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.
- d. In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

29. CONTRACTOR CAPABILITY/REFERENCES

Prior to agreement award, any contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

30. DELIVERY/CLAIMS

Prices quoted shall be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

31. MATERIAL QUALITY

All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the contractor at no charge to the County.

32. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award

SECTION A - GENERAL CONDITIONS

of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

33. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

The contractor shall perform this agreement. If a contractor intends to subcontract a portion of this work, the contractor must disclose that intent in the solicitation. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the contractor shall provide written notice to the County within thirty (30) business days of contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding an agreement to a contractor, which has disclosed its intent to assign or subcontract in its response to the solicitation, without exception shall constitute approval for purposes of this agreement. The contractor must inform the County in writing within forty-five (45) business days if the contractor's business entity's name changes. The contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the contractor for a business entity name change that the County was not made aware of as reflected herein.

34. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained in this solicitation or the attached agreement it must identify the term and the exception in its response to the solicitation. Failure to do so may lead County to declare any such term non-negotiable. contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

35. NON-EXCLUSIVE CONTRACT

Award of this agreement shall impose no obligation on the County to utilize the contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently agreement with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

36. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractors submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the

SECTION A - GENERAL CONDITIONS

designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.

- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

37. LOBBYING

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12. 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

38. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor shall provide such additional requirements as may become necessary.

39. ADD/DELETE LOCATIONS SERVICES

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

SECTION A - GENERAL CONDITIONS

40. INTEGRITY OF SOLICITATION DOCUMENTS

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

41. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. JOINT VENTURES

All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

43. CONFLICT OF INTEREST

- a. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

44. PROTEST PROCEDURE

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest

SECTION A - GENERAL CONDITIONS

to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."

- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
 - 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 - 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 - 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."
 - 4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
- d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- h. "Review of director's decision."
 - 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
 - 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- i. "Stay of procurement during protests. There shall be no stay of procurement during pro tests."

SECTION A - GENERAL CONDITIONS

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE

Payment of invoices for work performed for Pinellas County Board of County Commissioners is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- a. Pinellas County shall notify a contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the contractor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the contractor should then resubmit the invoice as a corrected invoice to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- b. Should a dispute result between the contractor and the County about payment of a payment request or an invoice then the contractor should submit their dissatisfaction in writing to the requesting department. Each Requesting Department shall assign a representative who shall act as a dispute manager to resolve the issue at departmental level.
- c. The dispute manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days' after the date on which the payment request or invoice was received by Pinellas County.
- d. The dispute manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the proper authority. Proper authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The dispute manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- e. Pinellas County dispute resolution procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- f. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the contractor's favor the County shall pay interest as of the original date the payment was due.
- g. Pursuant to sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION A - GENERAL CONDITIONS

46. PUBLIC RECORDS – CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

**Pinellas County Board of County Commissioners
Purchasing and Risk Management Division**

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-4485

Email: jpeters@pinellascounty.org

47. E-VERIFY

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

48. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

SECTION A - GENERAL CONDITIONS

49. TRUTH IN NEGOTIATIONS

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS

1. INTENT

In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Mosquito Abatement Products** to be ordered as and when required.

2. QUANTITIES

Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

3. PRICING/PERIOD OF CONTRACT

The initial contract duration is twenty-four (24) months with submitted pricing held firm for the contract duration.

4. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and successful bidder, for two (2) additional twenty-four (24) month periods beyond the primary contract period, with unit prices adjustable (increase/decrease) at twenty-four (24) month intervals after the date of award for the life of the contract in an amount not to exceed the average of the Producer Price Index (PPI) or 5%, whichever is less; product code PCU3253232532-Pesticide and Other Agricultural Chemical Manufacture, for the twelve months prior. The extension shall be exercised only if all terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment should be submitted at the time of the extension request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received after the annual contract anniversary date may not be considered.

5. PURCHASES AT LOWER PRICING

If an item is found during the course of the contract, at a lower price than that awarded by the bid, then the bidder shall extend the lower pricing to the County or the County may purchase that item for the lower price from another provider. The County will provide proof that the lower price is offered by another provider. If the successful contractor(s) lowers their pricing during the term of the contract, the successful contractor(s) shall automatically furnish the lower price to the County without prompting.

6. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

SECTION B – SPECIAL CONDITIONS**7. SUBMISSION OF BIDS**

The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

A. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

B. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

8. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within 10 days of receipt of written demand for performance from the County shall constitute breach of contract.

SECTION C – INSURANCE REQUIREMENTS

SECTION C – INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Bid, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Bid I that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

SECTION C – INSURANCE REQUIREMENTS

- 1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
3. Provide that County will be an additional indemnified party of the subcontract;
4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
6. Assign all warranties directly to the County; and
7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

SECTION C – INSURANCE REQUIREMENTS

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits Florida Statutory

Employers' Liability Limits

Per Employee \$ 500,000

Per Employee Disease \$ 500,000

Policy Limit Disease \$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence \$ 1,000,000

Products/Completed Operations Aggregate \$ 2,000,000

Personal Injury and Advertising Injury \$ 1,000,000

General Aggregate \$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

Limits

Combined Single Limit Per Accident \$1,000,000

- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence \$1,000,000

General Aggregate \$1,000,000

- 5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be

SECTION C – INSURANCE REQUIREMENTS

maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- i. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- ii. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- iii. Cost of Cleanup/Remediation.

stimuli

Per Claim or Occurrence	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

- 6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – SPECIFICATIONS**SECTION D – CONTRACTOR REFERENCES**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: Rentokil North America Inc/DBA Target Specialty Products

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 46 Years

BUSINESS ADDRESS: PO Box 14084, Reading, Pa 1962-3438

HOW LONG IN PRESENT LOCATION: 46 Years

TELEPHONE NUMBER: 248-574-3086

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: 200 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 6-10

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY: <u>Manatee County Mosquito Control District</u>	COMPANY: <u>Citrus County Mosquito Control</u>
ADDRESS: <u>2317 2nd Ave, West Palmett, FL 34221</u>	ADDRESS: <u>988 N. Lecanto Highway, Lecanto, FL 34461</u>
TELEPHONE/FAX: <u>948-981-3895</u>	TELEPHONE/FAX: <u>352-220-8202</u>
CONTACT: <u>Christopher Lesser</u>	CONTACT: <u>George Deskins</u>
CONTACT EMAIL: <u>christopher.lessner@manateemosquito.com</u>	CONTACT EMAIL: <u>gdeskins@citrusmosquito.org</u>
COMPANY EMAIL ADDRESS: _____	COMPANY EMAIL ADDRESS: _____
3.	4.
COMPANY: <u>Lee County Mosquito Control District</u>	COMPANY: <u>Pasco County Mosquito Control District</u>
ADDRESS: <u>15191 Homestead Rd. Lehigh Acres. FL 33971</u>	ADDRESS: <u>2308 Marathon Road, Odessa, FL 33556</u>
TELEPHONE/FAX: <u>239-694-2174</u>	TELEPHONE/FAX: <u>727-376-4568</u>
CONTACT: <u>David Hoel</u>	CONTACT: <u>Adriane Rogers</u>
CONTACT EMAIL: <u>hoel@lcmd.org</u>	CONTACT EMAIL: <u>arogers@pascomosquito.org</u>
COMPANY EMAIL ADDRESS: _____	COMPANY EMAIL ADDRESS: _____

SECTION E – SPECIFICATIONS

SECTION E – SPECIFICATIONS

1. DESCRIPTION

Pinellas County seeks to establish an ongoing contract for the supply and delivery of mosquito abatement pesticides ordered on an “as-needed” basis and related value-added services as specified hereto and incorporated within.

The products listed within are an essential part of the County’s Mosquito Control Integrated Pest Management Program that ensures the health and safety of our citizens.

2. BIDDER REQUIREMENTS

- a. The Vendor must be an authorized distributor of the products bid and shall provide manufacturer certification with bid submittal.
- b. Vendor must sign the attached Goods and Services Agreement prior to execution. No exceptions to the agreement will be considered.

3. PRODUCT REQUIREMENTS

- a. All pesticides shall be United States Environmental Protection Agency (EPA) approved and registered in Florida for use in this state.
- b. The County requires Altosid® brand products by Wellmark International for product Items 28 - 32 and no other manufacturers’ products will be considered for this product. These products have fixed prices.
- c. Interested bidders may offer complimentary value-added services as described in Item 4 VALUE-ADDED SERVICES.
- d. Criteria for Submission of Equivalent Products
Bidders offering equivalent products to those specified (other than Altosid® brand which no equals will be considered). Bidders should refer to the list of products in **Exhibit A – Product List and in Section F – Bid Submittal and Summary**, when determining proposed use of equivalent products if the criteria are met.
 - i. Provide all information required on the **Exhibit C – Alternate Product Data Sheet**, which includes the product number, EPA registration number, manufacturer, packaging, and references. Provide pricing and container size info on the **Section F – Bid Submittal & Summary**.
 - ii. Provide manufacturer specifications, product application rates, method of application, target species/stage, product life/expiration date, current Safety Data Sheet (SDS) and product labels.
 - iii. Product References: References shall be customers who have ordered and used the product.
 - iv. Sample: Upon County request, during the period prior to award of contract, the bidder shall provide a sample of the equivalent product offered. The sample shall be furnished to Pinellas County within five (5) workdays of request, at no charge. This sample, if not completely used during evaluation, shall be returned to the bidder.

Failure to provide any of the above information may be grounds for non-consideration of the equivalent product.

The County shall make the sole determination on the acceptability of any equivalent product.

SECTION E – SPECIFICATIONS

e. VALUE-ADDED SERVICES

In addition to the fixed pricing of the products in this bid, the County requests bidders to provide complimentary value-added services. Value-added services will not be used to determine award.

Bidders shall submit in a written format and include with their bid, an outline of the services that can or cannot be provided for each of the following eleven (11) value-added services. Bidder should include any historical examples as appropriate, and clearly communicate the specific service, training, Continuing Education Units (CEU's), etc., being offered. See Exhibit B-Value-Added Services Info NOT be used to determine award (Must accompany Section F - Bid Submittal and Summary).

- i. Contract Management: Provide the number of employees that will be provided to service this contract.
- ii. Delivery Response: Provide an estimate of the normal number of calendar days for product delivery.
- iii. Product Safety Training: On-site product safety training with topics that could include product handling, use of protective equipment/clothing, calibration techniques, hands-on calibration practice, spill and clean-up; and product labeling/SDS. Continuing Education Units (CEU's) are highly desirable. There are approximately sixty (60) County staff members for whom this would be provided.
- iv. Technical Training: Technical training on product use and application. Topics could include surveillance and monitoring, larviciding and adulticiding, aerial application and equipment maintenance. CEU's for training from the Department of Agriculture is highly desirable.
- v. Field Product Evaluation: Develop a procedure that includes input from the manufacturer and Pinellas County Mosquito Control; conduct on-site review prior to a product field evaluation; review existing procedures, review and calibrate application equipment, review site, on-site witness of application, assist in efficacy monitoring and assist with written report on efficacy.
- vi. Product Samples: Provide adequate samples of product to calibrate ground and aerial equipment. Provide a description of proposed method of calibration that meets industry standards.
- vii. Technical/Professional Assistance: Provide any technical/professional assistance in developing equipment or modifying existing equipment for application of different products.
- viii. Resistance Testing: Provide assistance to test for mosquito tolerance/sensitivity to product active ingredients and determine proper application rate(s) utilized. Develop written procedure to monitor suspected resistance and perform testing to confirm tolerance.
- ix. Off-Site Storage: Off-site storage of products by vendor is desirable to address storage problems and respond to urgent needs for product. Please list the site where the product will be stored.
- x. Formulation Verification: Request that certification of the lot analysis for the product is provided upon County's request.
- xi. Complimentary Equipment: List any mosquito control related equipment that will be provided to the County at no cost. Typical equipment could include sprayers, backpacks, dippers, etc.

f. DELIVERY

- i. All shipping, transportation, fuel, freight fees, insurance and any other cost or fee incurred for each product shall be included in pricing. Vendor shall be responsible for delivery of product. The County will offload product.
- ii. Products ordered shall be delivered within ten (10) working days ARO (After Receipt of Order).

SECTION E – SPECIFICATIONS

g. BACKORDERS

- i. Any backordered products shall be made available to the County within seven (7) working days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this section, then the County Representative originator is to be notified, in writing, thus permitting the County to obtain the required materials elsewhere.
- ii. Product labels and SDS shall accompany all deliveries.

h. PRODUCTS

Product requirements are identified in EXHIBIT A – Product List and Section F – Bid Submittal and Summary.

i. MANUFACTURER DISCOUNTS / BULK ORDER PRICING

Vendor shall list any additional manufacturer discounts or bulk order pricing that may be provided for other related mosquito abatement products on Section F – Bid Submittal and Summary. Will NOT be used to determine award.

j. UNSPECIFIED MONIES

This paragraph provides a funding source to address minor purchase requirements for other related mosquito abatement products as they become available, and which are not listed elsewhere in this specification at the MSRP discount offered. These purchases require negotiation with the Vendor and require prior authorization from the County Representative. There is no guarantee that the funds identified at the Bid Summary page will ever be required. unspecified includes the following, but not limited to: delivery, training, off-site storage.

k. COUNTY REPRESENTATIVE

Upon award of contract, all work will be coordinated with the following County Representative:

Lance Becker
Pinellas County Mosquito Control and Vegetation Management
4100 118th Avenue N.
Clearwater, FL 33762
Phone: (727) 464-7503

SECTION F – BID SUMMARY**SECTION F – BID SUMMARY**

See Attachment Titled Section F Bid Submittal and Summary (Excel). Pricing must be submitted on Section F Bid Submittal and Summary.

DELIVERY 5-10 DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

Target Specialty Products

Company Name

SECTION F – BID SUMMARY**BID SUBMITTAL CHECKLIST**

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

Additional documentation may be requested by the County to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID
	Sign the Bidder Acceptance Form	3	✓
	Current Certificate(s) of Insurance	21	✓
	Complete the Vendor References Form	25	✓
	Section F – Bid Submittal and Summary (Excel) *note fill in General Information section in addition to Pricing	Attachment	✓
	ePayables Form	31	✓
	W-9	32	✓
	Sign the Addenda Acknowledgement Form (if applicable)	33	✓
	Appendix 1 – E-Verify Affidavit	35	✓
	The Vendor must be an authorized distributor of the products bid and shall provide manufacturer certification with bid submittal.		✓
	Exhibit A-Product List	36	✓
	Exhibit B- Value Added Services Checklist	43	✓
	Exhibit C-Alternate Product Data Sheet	44	✓
	Signed sample Agreement in acknowledgment and acceptance of County terms and conditions.	Attachment	✓

ELECTRONIC PAYMENT (EPAYABLES)**ELECTRONIC PAYMENT (EPAYABLES)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes ☒ No ☐

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase/

Target Specialty Products

Company Name

Signature *Marty Shuster*

Printed Signature
Marty Shuster

Phone Number

321-436-5603

Email

marty.shuster@target-specialty.com

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION*****Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

[illegible]

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the Pinellas ePro website, www.ebids.pinellas.gov/bsol, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. 22-0466-B for Mosquito Abatement Products.

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirement.
- _____ Specifications unclear (explain below).
- _____ Unable to Meet Insurance Requirements.
- _____ Remove Us from Your "Notification List" Altogether
- _____ Other (specify below).

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

APPENDIX 1 – E-VERIFY AFFIDAVIT**APPENDIX 1 – E-VERIFY AFFIDAVIT**

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Print Name: _____

Date: _____

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of 1) physical presence _____ or 2) online notarization _____, this _____ (date) by _____ (name of contractor company acknowledging), a officer or agent) of _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed, or stamped: _____

My Commission Expires: _____

**Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT
PRODUCTS Bid No. 22-0466-B**

PRODUCT 1	
1,2-Dibromo-2,2-dichloroethyl dimethyl phosphate Naled	87.4% (Dibrom® concentrate)
Product No.: 0000003962	Manufacturer: AMVAC
EPA Registration: 5481-480	Packaging: 30-gallon drum
A professional strength organophosphate insecticide used to control adult mosquito populations and is solely used for widespread emergency outbreaks. Applied by aerial application.	
PRODUCT 2	
<i>Bacillus thuringiensis</i> subspecies <i>israelensis</i> Bti (Bactimos	Briquet)
Product No.:	Manufacturer: Summit Chemical
EPA Registration: 6218-47	Typical Packaging: Case of 100 Briquettes
A professional strength product that is a floating sustained-release mosquito larvicide for long-term control. Used in mosquito breeding areas such as standing pools of water, water collection areas, applied by conventional ground operations or aerial application.	
PRODUCT 3	
Piperonyl butoxide and permethrin (Biomist® 31+66 ULV)	550 gallons
Product No.: 11108	Manufacturer: Clarke Mosquito Control Products, Inc.
EPA Registration: 8329-43	Packaging: 275-gallon reusable tote
A professional strength adulticide used to control adult mosquitoes. Applied at various outdoor settings by handheld and truck mounted foggers.	
PRODUCT 4	
White Mineral Oil (10% w/w) (CocoBear™)	300 gallons
Product No.:	Manufacturer: Clarke Mosquito Control Products, Inc
EPA Registration: 8329-93	Packaging: 2.5 Gallon
A larvicidal oil used to control mosquito larvae and pupae. Applied to ditch areas, drainage areas, standing pools of water, marshes, swamps, settling ponds, typically by conventional ground application and aerial application.	
PRODUCT 5	
BVA2 Mosquito Larvicide Oil	300 gallons
Product No.:	Manufacturer: BV Associates, Inc.
EPA Registration:	2.5-gallon jug
A larvicidal oil used to control mosquito larvae and pupae. Applied to ditch areas, drainage areas, standing pools of water, marshes, swamps, settling ponds, typically by conventional ground application and aerial application.	
PRODUCT 1	
1,2-Dibromo-2,2-dichloroethyl dimethyl phosphate Naled	30 gallons
Product No.: 0000003962	Manufacturer: AMVAC
EPA Registration: 5481-480	Packaging: 30-gallon drum
A professional strength organophosphate insecticide used to control adult mosquito populations and is solely used for widespread emergency outbreaks. Applied by aerial application.	
PRODUCT 2	
<i>Bacillus thuringiensis</i> subspecies <i>israelensis</i> Bti (Bactimos	Briquet)
Product No.:	Manufacturer: Summit Chemical
EPA Registration: 6218-47	Typical Packaging: Case of 100 Briquettes
A professional strength product that is a floating sustained-release mosquito larvicide for long-term control. Used in mosquito breeding areas such as standing pools of water, water collection areas, applied by conventional ground operations or aerial application.	
PRODUCT 3	
Piperonyl butoxide and permethrin (Biomist® 31+66 ULV)	550 gallons
Product No.: 11108	Manufacturer: Clarke Mosquito Control Products, Inc.
EPA Registration: 8329-43	Packaging: 275-gallon reusable tote
A professional strength adulticide used to control adult mosquitoes. Applied at various outdoor settings by handheld and truck mounted foggers.	
PRODUCT 4	
White Mineral Oil (10% w/w) (CocoBear™)	300 gallons
Product No.:	Manufacturer: Clarke Mosquito Control Products, Inc
EPA Registration: 8329-93	Packaging: 2.5 Gallon
A larvicidal oil used to control mosquito larvae and pupae. Applied to ditch areas, drainage areas, standing pools of water, marshes, swamps, settling ponds, typically by conventional ground application and aerial application.	
PRODUCT 5	
BVA2 Mosquito Larvicide Oil	300 gallons
Product No.:	Manufacturer: BV Associates, Inc.
EPA Registration:	2.5-gallon jug
A larvicidal oil used to control mosquito larvae and pupae. Applied to ditch areas, drainage areas, standing pools of water, marshes, swamps, settling ponds, typically by conventional ground application and aerial application.	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. 22-0466-B

PRODUCT 6	
Annual Estimate	
165 gallons	Piperonyl butoxide, phenothrin, prallethrin (Duet®)
Manufacturer: Clarke Mosquito Control Products, Inc	Product No.: 11723
Packaging: 275-gallon reusable tote (liquid form)	EPA Registration: 1021-1795-8329
A professional strength dual action adulticide used to eliminate adult mosquitoes. Applied in various outdoor settings using handheld and truck mounted foggers.	
PRODUCT 7	
Annual Estimate	
15,000 lbs.	Spinosad (mix of spinosyn A and spinosyn D) (Natalar™ G)
Manufacturer: Clarke Mosquito Control Products, Inc	Product No.:
Packaging: 40-pound bag	EPA Registration: 8329-80
A professional strength product used to eliminate mosquito and midge larvae. Applied to ditch areas, standing pools of water, stormwater ponds, intertidal water and salt marsh areas, typically by conventional ground application and aerial application.	
PRODUCT 8	
Annual Estimate	
15,000 lbs.	Spinosad (mix of spinosyn A and spinosyn D) (Natalar™ G30) (Extended Release Granule)
Manufacturer: Clarke Mosquito Control Products, Inc	Product No.:
Packaging: 40-pound bag	EPA Registration: 8329-83
A professional strength product used to eliminate mosquito and midge larvae. Applied to ditch areas, standing pools of water, stormwater ponds, intertidal water and salt marsh areas, typically by conventional ground application and aerial application.	
PRODUCT 9	
Annual Estimate	
8,000 tablets	Spinosad (mix of spinosyn A & spinosyn D) (Natalar™ T30)
Manufacturer: Clarke Mosquito Control Products, Inc	Product No.: 11840
Typical Packaging: Case of 400 tablets	EPA Registration: 8329-85
A professional strength product used to eliminate mosquito larvae. Applied to ditch areas, standing pools, stormwater ponds, tidal water and salt marsh areas, typically by hand.	
PRODUCT 10	
Annual Estimate	
660 tablets	Spinosad (mix of spinosyn A & spinosyn D) (Natalar™ XRT)
Manufacturer: Clarke Mosquito Control Products, Inc	Product No.: 11850
Typical Packaging: Case of 220 tablets	EPA Registration: 8329-84
A professional strength product used to eliminate mosquito larvae. Applied to ditch areas, standing pools, stormwater ponds, tidal water and salt marsh areas, typically by hand.	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. 22-0466-B

PRODUCT 11	
Spinosad (mix of spinosyn A & spinosyn D) (Natular™ DT)	Product No.: 11860
15,200 tablets	Manufacturer: Clarke Mosquito Control Products, Inc
Annual Estimate	
A professional strength product used to eliminate and control breeding mosquito larvae. Applied to artificial water holding areas such as unused ornamental ponds, bird baths, old tires, flowerpots, urns, water gardens, floor drains and roof gutters, typically applied by hand.	
PRODUCT 12	
S-Methoprene 4.25% (MetaLarv® S-PT)	Product No.: 05765
6,000 lbs.	Manufacturer: Valent BioSciences Corporation
Annual Estimate	
A professional strength product that prevents mosquito larvae growth into adults used for quick control and residual control at floodwater sites, freshwater swamps, salt and tidal marshes, stormwater ponds and residential areas. Applied by hand and aerial application.	
PRODUCT 13	
Bacillus thuringiensis subsp israelensis strain AM 65-52 (VectoBac® GS)	Product No.:
25,000 lbs.	Manufacturer: Valent BioSciences Corp.
Annual Estimate	
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	
PRODUCT 14	
Bacillus thuringiensis subspecies israelensis strain AM65-52 (VectoBac® 12AS)	Product No.:
10 gallons	Manufacturer: Valent BioSciences Corp.
Annual Estimate	
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, woodlands, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	
PRODUCT 15	
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	
PRODUCT 16	
A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	

PRODUCT 15	Annual Estimate	Bacillus thuringiensis subsp israelensis strain A1M 65-52 (VectoBac® WDG)	Product No.: 60215	EPA Registration: 73049-56	Packaging: case of 24 single pound containers	A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, woodlands, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	
PRODUCT 16	Annual Estimate	Bacillus thuringiensis subspecies israelensis strain A1M 65-52 (VectoBac® WDG)	Product No.: 60215	EPA Registration: 73049-56	Packaging: 25-pound drum	A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, woodlands, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	
PRODUCT 17	Annual Estimate	Bacillus sphaericus Serotype H5a5b strain 2362 (VectoLex® FG)	Product No.: 11549	EPA Registration: 73049-20	Packaging: 40-pound bag (granular) (30 bags per pallet)	A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, typically applied using conventional ground or aerial application equipment.	
PRODUCT 18	Annual Estimate	Bacillus sphaericus 2362 (strain ABTS-1743) VectoLex® WDG)	Product No.:	EPA Registration: 73049-57	Packaging: 25-pound drum	A professional strength product used to eliminate mosquito larvae. Applied at ditch areas, standing pools, stormwater ponds, woodlands, tidal water and salt marsh areas, typically applied using conventional ground and aerial equipment.	
PRODUCT 19	Annual Estimate	Bacillus sphaericus 2362, serotype H5a5b, strain ABTS 1743 (VectoLex® WSP)	Product No.: 05722	EPA Registration: 73049-20	Typical Packaging: Case of 800 (10-gram packets) (granular water-soluble	A professional strength product used to eliminate mosquito larvae. Applied at aquatic areas, ditch areas, standing pools, storm drains, retention ponds, by hand.	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
 Bid No. **22-0466-B**

PRODUCT 20	
<i>Bacillus sphaericus</i> 2362, Serotype H5a5b, strain ABTS 1743 2.7%; <i>Bacillus thuringiensis</i> Subsp. <i>israelensis</i> Serotype H-14 Strain AM65-52 4.5% (VectoMax® FG)	
Product No.: 05750	
EPA Registration: 73049-429	
Manufacturer: Valent BioSciences Corporation	
Packaging: 40-pound bags (fine granule) (30 bags/pallet)	
30,000 lbs.	
Annual Estimate	
A professional strength product used to control mixed-brood mosquito larvae used in ditch areas, tidal water, salt marshes, ponds, Applied by hand and aerial application.	
PRODUCT 21	
Etofenprox 4% (Zenivex E4 RTU)	
Product No.:	
EPA Registration: 2724-807	
Manufacturer: Wellmark International	
Packaging: 2.5-gallon jug x 2	
5 gallons	
Annual Estimate	
A professional strength adulticide used to control adult mosquitoes. Applied at various outdoor settings by handheld and truck mounted foggers.	
PRODUCT 22	
<i>Bacillus thuringiensis</i> subsp. <i>israelensis</i> , strain AM 65-52 6.07%, methoprene 10% (VectoPrime® FG)	
Product No.: 05725	
EPA Registration: 73409-501	
Manufacturer: Valent BioSciences Corporation	
Packaging: 40-pound bags (fine granule) (30 bags/pallet)	
30,000 lbs.	
Annual Estimate	
A professional strength product used to eliminate and control mosquito larvae used in storm water retention areas and other wetland areas. Applied by ground equipment or aerial application.	
PRODUCT 23	
<i>Permanone 31-66</i>	
Product No.:	
EPA Registration: 432-1235	
Manufacturer: Bayer Environmental Science	
Packaging: 275-gallon tote	
550 gallons	
Annual Estimate	
PRODUCT 24	
<i>Fyfanon ULV</i>	
Product No.:	
EPA Registration: 67760-34	
Manufacturer: Cheminova, Inc.	
Packaging: 275-gallon tote	
275 gallons	
Annual Estimate	
Fyfanon is an organophosphate based mosquito adulticide	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. 22-0466-B

PRODUCT 25	
MERUS® 3.0	EPA Registration: 73409-501
Product No.: 05725	Packaging: 275-gallon tote
Manufacturer: Clarke Mosquito Control Products, Inc.	
275 gallons	
Annual Estimate	
A professional strength adulticide used to control adult mosquitoes. Applied at various outdoor settings by handheld and truck mounted foggers.	
PRODUCT 26	
BVA13	EPA Registration: 55206-2
Product No.:	Packaging: 5-gallon jug
Manufacturer: BV Associates, Inc.	
10 gallons	
Annual Estimate	
Oil required to mix with chemical for delivery in hand foggers	
PRODUCT 27	
Deltamethrin 2.0%, a Type II pyrethroid. (DeltaGard®)	EPA Registration: 432-1534
Product No.: 81015694	Packaging: 30-gallon returnable container
Manufacturer: Bayer Environmental Science	
270 gallons	
Annual Estimate	
A professional strength product used to control flying and resting adult mosquitoes in residential, industrial, urban, recreational areas at utility tunnels, sewers, storm drains, catch basins, parks, woodlands, roadsides, swamps, marshes, tidal areas. Typically applied using conventional ground methods.	
PRODUCT 28	
Methoprene 2.1% (Altosid® XR Briquettes)	EPA Registration: 2724-421
Product No.:	Typical Packaging: Case of 220 Briquettes
Manufacturer: Wellmark International	
660 Briquettes	
Annual Estimate	
A professional strength sustained-release product to prevent adult mosquito emergency. Applied to areas such as ditches, storm drains, catch basins, pools, tires, swamps and salt marshes by conventional ground method.	
PRODUCT 29	
Methoprene 8.62% (Altosid® 30-Day Briquettes)	EPA Registration: 2724-375
Product No.:	Typical Packaging: Case of 400 Briquettes
Manufacturer: Wellmark International	
4,800 Briquettes	
Annual Estimate	
A professional strength sustained-release mosquito growth regulator to present adult mosquito emergency. Used in small bodies of water such as storm drains, ditches, waste treatment, pools, tires, swamps and salt marshes by conventional ground method.	

Exhibit A - PRODUCT LIST
MOSQUITO ABATEMENT PRODUCTS
Bid No. 22-0466-B

PRODUCT 30	Annual Estimate		<i>Methoprene 1.5% (Altosid® XR-G)</i>	6,000 lbs.	Manufacturer: Wellmark International	EPA Registration: 2724-451	Packaging: 40-pound bags	A professional strength extended residual granular product that prevents adult mosquito emergence. Used in mosquito breeding areas such as standing pools of water, water collection areas, applied by conventional ground operations or aerial application.
PRODUCT 31	Annual Estimate		<i>Methoprene 4.25% (Zoecon® Altosid® P35 (Altosid® P35))</i>	4,800 lbs.	Manufacturer: Wellmark International	EPA Registration: 89459-95, RF2258 SCR Granules	Packaging: 30 bags of 40 lbs. each (1,200 lbs. Palletized)	A professional strength extended residual granular product that prevents adult mosquito emergence. Used in mosquito breeding areas such as standing pools of water, water collection areas, applied by conventional ground operations or aerial application.
PRODUCT 32	Annual Estimate		<i>Methoprene .2% (Altosid® SBG II)</i>	48,000 lbs.	Manufacturer: Wellmark International	EPA Registration: 2724-489	Packaging: 40-pound bags (30 bags/pallet)	A professional strength insect growth regulator for applications to single broods of mosquito larvae to prevent adult mosquito emergence. Used in mosquito breeding areas such as standing pools of water, water collection areas, applied by conventional ground operations or aerial application.

Exhibit B - Value Added Services Checklist
 (NOT be used to determine award) Submit with Section F Bid Submittal & Summary (If applicable)
 MOSQUITO ABATEMENT PRODUCTS
 Bid No. 22-0466-B

VALUE-ADDED SERVICES	
For all Yes responses, provide a written outline describing services per Section E, Item 4. Bidder should include any historical examples as appropriate, and clearly communicate the specific service, training, Continuing Education Units (CEU's), etc., being offered	WILL PROVIDE (Y / N)
A. Contract Management Staffing	
B. Delivery Timeframe	
C. Product Safety Training	
D. Technical Training	
E. Field Product Evaluation	
F. Product Samples	
G. Technical / Professional Assistance	
H. Resistance Testing	
I. Off-Site Storage	
J. Formulation Verification	
K. Complimentary Equipment	

APPENDIX 1 – E-VERIFY AFFIDAVIT

APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that Target Specialty Products [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Target Specialty Products [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: [Signature]

Print Name: Marty Shuster

Date: March 23, 2022

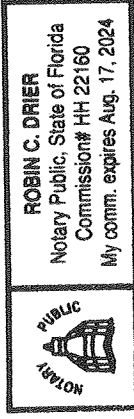
Federal Work Authorization User Identification No.: 23-1568350

Name of Pinellas County Contract and Contract No.: 22-0466-B

STATE OF FLORIDA COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of 1) physical presence ☒ or 2) online notarization this March 23, 2022 (date) by Marty Shuster (name of officer or agent, title of officer or agent) of Target Specialty Products (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Florida Driver License (type of identification) as identification.

[Notary Seal]



Notary Public: [Signature]

Name typed, printed, or stamped: Robin C. Drier

My Commission Expires: Aug 17, 2024

Bid No. 22-0466-B

(Submitted with Section F Bid Submittal and Summary if applicable)
If additional pages are needed, copies will be accepted.

Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product #
Product No.: Imperium Insecticide	Manufacturer: Bayer
EPA Registration: 432-1534	Packaging: 30 gal drum or 275 gal tote
References 1: Lee County Mosquito Control District	
References 2: Manatee County Mosquito Control District	
Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product #
Product No.:	Manufacturer:
EPA Registration:	Packaging:
References 1:	
References 2:	
Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product #
Product No.:	Manufacturer:
EPA Registration:	Packaging:
References 1:	
References 2:	
Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product #
Product No.:	Manufacturer:
EPA Registration:	Packaging:
References 1:	
References 2:	
Proposed ALTERNATE PRODUCT INFO	
(Corresponding PRODUCT #1-32) (SEE SECTION F - Bid Submittal and Summary Column A)	Product #
Product No.:	Manufacturer:
EPA Registration:	Packaging:
References 1:	
References 2:	

AGREEMENT

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT is made as of **Click or tap to enter a date.** (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to () No. **22-0466-B** for **Mosquito Abatement Products**; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to provide Goods and perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 14, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from .
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for **twenty-four (24) months**, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** - The Parties may extend the term of this Agreement for two (2) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

7. Delivery / Claims

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

AGREEMENT

8. Inspection

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

9. Material Quality

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

10. Material Safety Data

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

11. Purchase Order Number

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

12. Variation in Quantity

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

13. Warranty

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

14. Compensation and Method of Payment

- A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("Goods and Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the not-to-exceed sum of (to be completed upon award), for Goods and Services completed and accepted herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit A, payable upon submittal of an invoice as required herein.
- C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit attached hereto.
For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

AGREEMENT

15. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to . If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Discounts

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

17. Subcontracting/Assignment.

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

18. Personnel

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a

AGREEMENT

reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

19. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

20. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

21. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

22. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

23. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. Termination

A. Contractor Default Provisions and Remedies of County

1. Events of Default - Any of the following shall constitute a "Contractor Event of Default" hereunder:

AGREEMENT

- i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
 2. Cure Provisions - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
 3. Termination for Cause by the County - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.
- B. County Default Provisions and Remedies of Contractor
 1. Events of Default - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or
 - iii. the County fails to perform any of the other material provisions of this Agreement.
 2. Cure Provisions - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
 3. Termination for Cause by Contractor - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.
- C. Termination for Convenience
 1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

26. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

27. Confidential Information and Public Records

- A. County Confidential Information - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. Contractor Confidential Information - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the

AGREEMENT

laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

- C. Public Records - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.
- D. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.**

28. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

29. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

AGREEMENT

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to the Liability and Insurance – Indemnification Section of this Agreement, “Indemnification.”

30. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor’s negligence or willful action or failure to act.
- D. **Contractor’s Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers’ compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor’s assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

31. County’s Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

32. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

33. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:

with a copy to:

Attn: Merry Celeste,

AGREEMENT

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn:

34. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

35. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

36. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

37. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

38. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

39. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not

AGREEMENT

include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

40. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. (ITB)
- C. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

41. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

Name of Firm

By

By:

Signature

Print Name

Title

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

AGREEMENT

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.



INSECTICIDE

FOR WIDE AREA MOSQUITO CONTROL 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.

- Provides Quick Knockdown and Effective Control of Mosquitoes, Gnats, and Non-Biting Midges
- A FAST™ Formulation
- May be Applied Undiluted or Diluted in Water

ACTIVE INGREDIENT:
Deltamethrin 2.0%
OTHER INGREDIENTS 98.0%
TOTAL : 100.0%

Contains 0.17 pounds of Deltamethrin per gallon
EPA Reg. No. 432-1534

PRECAUCION AL CONSUMIDOR: Si usted no lee inglés, no use este producto hasta que la etiqueta le haya sido explicada ampliamente.
(TO THE USER: If you cannot read English, do not use this product until the label has been fully explained to you.)

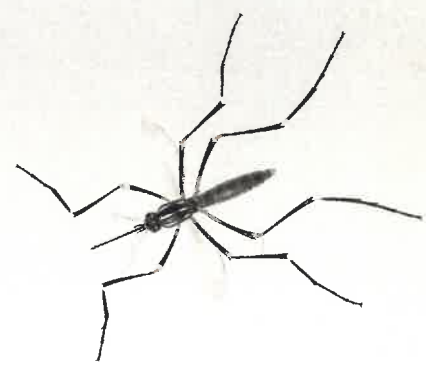
KEEP OUT OF REACH OF CHILDREN
CAUTION

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



Net Contents
30 Gallons
(113.6 Liters)
SKU# 86204282
8675309A 171115AV2

Adult Mosquitoes



FIRST AID	
If swallowed	<ul style="list-style-type: none">• Call a poison control center or doctor for treatment advice.• Have person sip a glass of water if able to swallow.• Do not induce vomiting unless told to do so by a poison control center or doctor.• Do not give anything to an unconscious person.
If in eyes	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15-20 minutes.• Remove contact lenses, if present, after the first 5 minutes; then continue rinsing.• Call a poison control center or doctor for immediate treatment advice.
Have the product container or label with you when calling a poison control center or doctor or going for treatment.	

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

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

Personal Protective Equipment (PPE)

- Mixers, loaders, applicators and other handlers must wear:
- Long-sleeved shirt and long pants
- Shoes plus socks

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.

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.
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.

When used for mosquito adulticiding:

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.

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, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

SHAKE OR AGITATE THOROUGHLY BEFORE USE: Product (either diluted or undiluted) must be thoroughly agitated before use. Avoid prolonged storage of excess formulation in application equipment.

NOTICE: This concentrate is for dilution with water only; it cannot be diluted in oil.



(continued from front label)

APPLICATION INSTRUCTIONS

Apply this product with aircraft mounted Ultra-Low Volume (ULV) sprayers for wide area applications, to control adult mosquitoes. Do not exceed 0.036 pounds of AI per acre per year to any site. **WIDE AREA AND SPACE SPRAY APPLICATION FOR MOSQUITO CONTROL OVER NON CROP AREAS**

During any three day period do not apply more than 0.00134 lb a.i./A. Do not make more than 25 applications per site per year at the high rate of 0.00134 lb a.i./A. More frequent applications and more than 25 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.

Imperium™ insecticide is approved for application as an Ultra-Low Volume (ULV) aerosol to control flying or resting adult mosquitoes (including mosquitoes that may transmit Zika, Dengue, Chikungunya, and West Nile virus) in residential, industrial, urban, recreational, and municipal areas where adult mosquitoes are found. This product is used for control of mosquitoes in areas such as residential areas, industrial areas, urban areas (such as utility tunnels, sewers, storm drains and catch basins, pipe chases, basements, underground passages, parking decks, crawl spaces, or uninhabited buildings), parks, campsites, roadways, athletic fields, golf courses, playgrounds, recreational and overgrown waste areas, woodlands, 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.

*Application to these use sites not allowed in California.

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. Application during the cooler hours of the night or early morning is recommended. Apply when wind speed is equal to or greater than 1 mph.

APPLICATIONS OVER CROPS OR TO AREAS FAVORING DRIFT OVER CROPS

This product may be applied over any and all crops or agricultural areas, including row, tree, fruit, citrus, pasture, rangeland, and other areas where agricultural enterprises take place for the control of adult mosquitoes within or adjacent to the treatment areas, or to areas where drift over cropland could occur. 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 0.0134 lb a.i. per acre per year, with no more than one application in any three day interval. Maximum number of applications per year depends on the application rate used: 10 applications at 0.00134 lb a.i./A, 15 applications at 0.00089 lb a.i./A, or 30 applications at 0.00045 lb a.i./A. More frequent applications and more than 0.0134 lb a.i. per acre per year 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.

DROPLET SIZE DETERMINATION FOR AERIAL APPLICATION EQUIPMENT

Spray equipment must be adjusted so that 50% of the spray (the volume mean diameter, Dv 0.5) is less than 60 microns (Dv 0.5 < 60 µm) and that 90% of the spray is contained in droplets smaller than 115 microns (Dv 0.9 < 115 µm). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be used to adjust equipment to produce acceptable droplet size spectra. Nozzle flow rate(s) are properly calibrated.

RELEASE HEIGHT

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 50 feet above the ground or canopy.

AERIAL APPLICATION

Imperium insecticide may be applied either diluted or undiluted at rates of 0.00089 to 0.00134 pounds deltamethrin per acre by fixed wing or rotary aircraft that are capable of making a ULV application. Where dense vegetation is present, the use of higher rates and/or slower speeds is recommended. For best results, treat when insects are most active and meteorological conditions are conducive to keeping the spray cloud in the air column close to the ground. In order to compensate for windy conditions and ensure drift onto the target area aerial application with aircraft equipped with Global Positioning Systems (GPS) and/or onboard navigation/flow rate monitoring is recommended.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store upright at room temperature. Avoid exposure to extreme temperatures. In case of spill or leakage, soak up with an absorbent material such as sand, sawdust, fuller's earth, etc. Dispose of with chemical waste.

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

CONTAINER HANDLING:

FLUID, NON-REFILLABLE CONTAINERS small enough to shake (i.e., with capacities equal to or less than 5 gallons):

Non-refillable container. Do not reuse or refill this container. Offer for recycling, if available. 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. Then offer for recycling or reconditioning or puncture and dispose of in a sanitary landfill or by incineration, or if allowed by State and Local authorities, by burning. If burned, stay out of smoke. **FLUID, NON-REFILLABLE CONTAINERS** that are too large to shake (i.e., with capacities greater than 5 gallons or 50 pounds):

Non-refillable container. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. 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 or reconditioning or puncture and dispose of in a sanitary landfill or by incineration, or if allowed by State and Local authorities, by burning. If burned, stay out of smoke.

REFILLABLE CONTAINER: Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then offer for recycling or reconditioning or puncture and dispose of in a sanitary landfill or incineration, or if allowed by State and Local authorities, by burning. If burned, stay out of smoke.

Bottom Discharge IBC (e.g., — Schuetz Caged IBC or Snyder Square Stackable)

Pressure rinsing the container before final disposal is the responsibility of the person disposing of the container. To pressure rinse the container before final disposal, empty the remaining contents from the IBC into application equipment or mix tank. Raise the bottom of the IBC by 1.5 inches on the side which is opposite of the bottom discharge valve to promote more complete product removal. Completely remove the top lid of the IBC. Use water pressurized to at least 40 PSI to rinse all interior portions. Continuously pump or drain rinsate into application equipment or rinsate collection system while pressure rinsing. Continue pressure rinsing for 2 minutes or until rinsate becomes clear. Replace the lid and close bottom valve.

Once container is rinsed, offer for recycling if available or puncture and dispose of in a sanitary landfill or by incineration.

IMPORTANT: READ BEFORE USE

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Bayer CropScience LP. All such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSOURCE LP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Bayer CropScience LP is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSOURCE LP DISCLAIMS ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

LIMITATIONS OF LIABILITY: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT BAYER CROPSOURCE LP'S ELECTION, THE REPLACEMENT OF PRODUCT.

Bayer (reg'd), the Bayer Cross (reg'd), Imperium™ and FFAST™ are trademarks of Bayer.



(01)40785740627912

Produced for:
Bayer Environmental Science
A Division of Bayer CropScience LP
2 T. W. Alexander Drive
Research Triangle Park, NC 27709
Product of India

Bayer

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

1/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name IMPERIUM™ INSECTICIDE

Product code (UVP) 81015694

SDS Number 102000025884

EPA Registration No. 432-1534

Relevant identified uses of the substance or mixture and uses advised against

Use Insecticide

Restrictions on use See product label for restrictions.

Information on supplier

Supplier Bayer Environmental Science
2 T.W. Alexander Drive
Research Triangle PK, NC 27709
USA

Responsible Department Email: SDSINFO.BCS-NA@bayer.com

Emergency telephone no.

**Emergency Telephone
Number (24hr/ 7 days)** 1-800-334-7577

**Product Information
Telephone Number** 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Skin sensitisation: Category 1B

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements

May cause an allergic skin reaction.

Precautionary statements

Avoid breathing mist and spray.

Contaminated work clothing should not be allowed out of the workplace.

Wear protective gloves.

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

2/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

IF ON SKIN: Wash with plenty of water/ soap.
If skin irritation or rash occurs: Get medical advice/ attention.
Specific treatment (see supplemental first aid instructions on this label).
Wash contaminated clothing before reuse.
Dispose of contents/container in accordance with local regulation.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Deltamethrin	52918-63-5	2.0
Trade Secret Ingredient(s)		1.35

Identity and specific percent composition of one or more Trade Secret materials is being withheld.

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms To date no symptoms are known.

Indication of any immediate medical attention and special treatment needed

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

3/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

Treatment	Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended. There is no specific antidote.
------------------	---

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable	Water spray, Foam, Carbon dioxide (CO ₂), Dry chemical
-----------------	--

Unsuitable	None known.
-------------------	-------------

Special hazards arising from the substance or mixture	Dangerous gases are evolved in the event of a fire.
--	---

Advice for firefighters

Special protective equipment for firefighters	Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.
--	--

Further information	Fight fire from upwind position. Keep out of smoke. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.
----------------------------	--

Flash point	No data available
--------------------	-------------------

Auto-ignition temperature	No data available
----------------------------------	-------------------

Lower explosion limit	No data available
------------------------------	-------------------

Upper explosion limit	No data available
------------------------------	-------------------

Explosivity	Not applicable
--------------------	----------------

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

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

Methods and materials for containment and cleaning up

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

Additional advice	Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal.
--------------------------	--

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

4/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

Reference to other sections Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Use only in area provided with appropriate exhaust ventilation. Ensure adequate ventilation.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.

Conditions for safe storage, including any incompatibilities

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

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Components	CAS-No.	Control parameters	Update	Basis
Deltamethrin	52918-63-5	0.02 mg/m3 (TWA)		OES BCS*

*OES BCS: Internal Bayer AG, Crop Science Division "Occupational Exposure Standard"

Additional advice

This product contains material which are Trade Secret and may have Occupational Exposure Limits.

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

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

Hand protection Chemical resistant nitrile rubber gloves

Eye protection Safety glasses with side-shields

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

5/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

Skin and body protection	Wear long-sleeved shirt and long pants and shoes plus socks.
General protective measures	Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	white
Physical State	emulsion
Odor	characteristic
Odour Threshold	No data available
pH	4.0 - 7.0 at 100 %
Vapor Pressure	No data available
Vapor Density (Air = 1)	No data available
Density	1.02 g/cm ³
Evaporation rate	No data available
Boiling Point	No data available
Melting / Freezing Point	No data available
Water solubility	dispersible
Minimum Ignition Energy	Not applicable
Decomposition temperature	Not applicable
Partition coefficient: n-octanol/water	No data available
Viscosity	135 - 500 cps
Flash point	No data available
Auto-ignition temperature	No data available
Lower explosion limit	No data available
Upper explosion limit	No data available
Explosivity	Not applicable

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

6/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	Not applicable
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	No data available
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes Inhalation, Ingestion, Eye contact

Immediate Effects Eye

Causes eye irritation.

Ingestion

Harmful if swallowed.

Information on toxicological effects

Acute oral toxicity LD50 (Rat) 3,129 mg/kg

Acute inhalation toxicity LC50 (Rat) > 5.07 mg/l
Exposure time: 4 h
Determined in the form of liquid aerosol.

Acute dermal toxicity LD50 (Rabbit) > 5,000 mg/kg

Skin irritation No skin irritation (Rabbit)

Eye irritation Mild eye irritation. (Rabbit)

Sensitisation Sensitising (Mouse)
OECD Test Guideline 429, local lymph node assay (LLNA)

Assessment STOT Specific target organ toxicity – repeated exposure

Deltamethrin caused neurobehavioral effects and/or neuropathological changes in animal studies. The toxic effects of Deltamethrin are related to transient hyperactivity typical for pyrethroid neurotoxicity.

Assessment mutagenicity

Deltamethrin was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Deltamethrin was not carcinogenic in lifetime feeding studies in rats and mice.

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

7/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

ACGIH

None.

NTP

None.

IARC

Deltamethrin

52918-63-5

Overall evaluation: 3

OSHA

None.

Assessment toxicity to reproduction

Deltamethrin did not cause reproductive toxicity in a two-generation study in rats.

Assessment developmental toxicity

Deltamethrin caused developmental toxicity only at dose levels toxic to the dams. The developmental effects seen with Deltamethrin are related to maternal toxicity.

Further information

Only acute toxicity studies have been performed on the formulated product.
The non-acute information pertains to the active ingredient(s).

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish

LC50 (Oncorhynchus mykiss (rainbow trout)) 0.00091 mg/l
Exposure time: 96 h
The value mentioned relates to the active ingredient deltamethrin.

Toxicity to aquatic invertebrates

EC50 (Daphnia magna (Water flea)) 0.00056 mg/l
Exposure time: 48 h
The value mentioned relates to the active ingredient deltamethrin.

Toxicity to aquatic plants

EC50 (Algae) > 9.1 mg/l
Exposure time: 96 h
The value mentioned relates to the active ingredient deltamethrin.

Biodegradability

Deltamethrin:
Not rapidly biodegradable

Koc

Deltamethrin: Koc: 10240000

Bioaccumulation

Deltamethrin: Bioconcentration factor (BCF) 1,400
Does not bioaccumulate.

Mobility in soil

Deltamethrin: Immobile in soil

Environmental precautions

Do not allow to get into surface water, drains and ground water.
Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water.

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

8/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

Apply this product as specified on the label.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product	Dispose in accordance with all local, state/provincial and federal regulations.
Contaminated packaging	Do not re-use empty containers. Puncture container to avoid re-use. Dispose of empty container in a sanitary landfill or by incineration, or, if allowed by State/Provincial and local authorities, by burning. If burned, stay out of smoke. Follow advice on product label and/or leaflet.
RCRA Information	Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION

49CFR	Not dangerous goods / not hazardous material
IMDG	
UN number	3082
Class	9
Packaging group	III
Marine pollutant	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (DELTAMETHRIN SOLUTION)
IATA	
UN number	3082
Class	9
Packaging group	III
Environm. Hazardous Mark	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (DELTAMETHRIN SOLUTION)

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

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

9/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

SECTION 15: REGULATORY INFORMATION

This product contains material(s) which are Trade Secret and are on various Regulatory Lists.
These material(s) are not listed below.

EPA Registration No. 432-1534

US Federal Regulations

TSCA list

None.

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

None.

SARA Title III - Section 302 - Notification and Information

None.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

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

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

US State Right-To-Know Ingredients

None.

Canadian Regulations

Canadian Domestic Substance List

None.

Environmental

CERCLA

None.

Clean Water Section 307 Priority Pollutants

None.

Safe Drinking Water Act Maximum Contaminant Levels

None.

EPA/FIFRA Information:

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

SAFETY DATA SHEET



IMPERIUM™ INSECTICIDE

Version 3.0 / USA
102000025884

10/10
Revision Date: 04/05/2017
Print Date: 01/04/2019

Signal word: Caution!

Hazard statements: Harmful if swallowed.
Moderate eye irritation.
Avoid contact with skin, eyes and clothing.
Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 0 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 1 Flammability - 1 Physical Hazard - 0 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: The following sections have been revised: Section 2: Hazards Identification.
Section 3: Composition / Information on Ingredients.

Revision Date: 04/05/2017

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.

Summit **B.t.i. GRANULES**

Kills Mosquitoes Before They're Old Enough To Bite®



KILLS LARVAE OF MOSQUITOES THAT MAY TRANSMIT:

- **Zika • West Nile • Dengue**
- **Chikungunya • Yellow Fever**

For use in standing water where mosquito larvae occur.

Active Ingredient: *Bacillus thuringiensis* subsp. *israelensis*,
Strain SUM-6218

solids, spores, and insecticidal toxins* 2.86%
OTHER INGREDIENTS 97.14%
TOTAL 100.00%

*Potency: 200 *Aedes aegypti* Units per mg (91 million *Aedes aegypti* Units per lb.)
of product. The percent active ingredient does not indicate product performance
and potency measurements are not federally standardized.

EPA Reg. No. 6218-86; EPA Est. No. 6218-MD-2

FIRST AID	
IF INHALED:	<ul style="list-style-type: none">• Move person to fresh air.• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible.• Call a poison control center or doctor for further treatment advice.
IF IN EYES:	<ul style="list-style-type: none">• Hold eye open, and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.• Call a poison control center or doctor for treatment advice.
IF ON SKIN OR CLOTHING:	<ul style="list-style-type: none">• Take off contaminated clothing.• Rinse skin immediately with plenty of water for 15-20 minutes.• Call a poison control center or doctor for treatment advice.

HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor or when going for treatment. For non-emergency information concerning this product, call the National Pesticide Information Center (NPIC) at 1-800-858-7378 (NPIC Web site: www.npic.orst.edu). For emergencies, call your local poison control center at **1-800-222-1222**.

PRECAUTIONARY STATEMENTS HAZARDS TO HUMAN AND DOMESTIC ANIMALS

CAUTION: Harmful if inhaled or absorbed through the skin. Causes moderate eye irritation. Avoid breathing dust. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Waterproof gloves
- Shoes plus socks
- Protective eyewear
- 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 a HE filter with NIOSH approval number prefix TC-21C. (Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.)

Follow the manufacturer's instructions for cleaning/maintaining PPE. If no such instructions are available 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.

IMPORTANT: When reduced PPE is worn because a closed system is being used, handlers must be provided all PPE specified above for "applicators and other handlers" and have such PPE immediately available for use in an emergency, such as spills or equipment breakdown.

USER SAFETY RECOMMENDATIONS

Users should:

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

ENVIRONMENTAL HAZARDS

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.

Do not apply directly to treated, finished drinking water reservoirs.

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 State or Tribal 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 (REI). 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 4 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
- Waterproof gloves
- Shoes plus socks
- Protective eyewear

NON-AGRICULTURAL USE REQUIREMENTS

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

Summit **B.t.i. GRANULES**

Kills Mosquitoes Before They're Old Enough To Bite®



MOSQUITO LARVAE CONTROL

GENERAL INFORMATION

Summit B.t.i. Granules® are a highly selective biopesticide effective against mosquitoes in a variety of habitats. When spread over the surface of standing water, **B.t.i. Granules®** release a biological mosquito larvicide into the water. This larvicide gradually settles in the water where it is eaten by mosquito larvae growing there. **B.t.i. Granules®** may be used in all types of standing water sites where mosquito larvae grow. **B.t.i. Granules®** will give a quick kill within 24 hours and can control for up to 14 days in water of low to moderate organic content. Employ a 7- to 14-day interval between applications. For more residual, long-term control, consider using **DUNKS®** or **Summit B.t.i. Mosquito Briquets®** after applying **B.t.i. Granules®**.

MOSQUITO ABATEMENT USE

For use in or on woodland pools; snowmelt pools; saltwater and freshwater marshes; catch basins; gutters; storm water retention areas and open drains; flood waters; lakes; ponds; irrigation ditches; ornamental water gardens and pools; roof and street gutters; bird baths; tree holes; unused swimming pools; discarded automobile tires; standing water in greenhouses and nurseries; sewage lagoons; irrigated and nonirrigated pastures; estuarine areas; roadside ditches; irrigation ditches; rice fields; rain barrels and other water storage containers, including unused cisterns and water tanks; and similar standing water where mosquito larvae occur.

Use 2.5-10 pounds of **B.t.i. Granules®** per acre of water with the lower application rate for relatively clean water and higher application rate for water with greater organic content. Use 10-20 pounds of **B.t.i. Granules®** per acre of water in deep or polluted water and when mostly late 3rd and 4th instar mosquito larvae are present. Apply **B.t.i. Granules®** by conventional aerial or ground equipment or manually. Uniform coverage provides best results. Use a 7- to 14-day interval between applications. The interval depends on initial application rates, larval population densities, and organic content of the water. Monitoring will indicate the best retreatment interval. **B.t.i. Granules®** do not affect non-target aquatic predators of mosquitoes, which contribute to controlling mosquito larvae. Therefore, longer periods of mosquito control may occur because of predators eating mosquito larvae. The applicator is responsible for monitoring equipment, calibrating equipment, and knowing local weather conditions to prevent drift and other application variables.

AQUAPONICS AND HYDROPONICS

Aquaponics is aquaculture (raising fish) and hydroponics (the soilless growing of plants) that grows fish and plants together in an integrated system. Hydroponics is growing plants without soil, using mineral nutrient solutions in a water solvent. At times, both aquaponics and hydroponics result in conditions that are favorable to mosquito larval growth. Because of the nutrients present in water used for both, use the high application rate and frequency of use for **B.t.i. Granules®** for mosquito larvae control (described in the "MOSQUITO ABATEMENT USE" section above).

FUNGUS GNAT LARVAE CONTROL

Fungus gnats are common pest problems, especially with high organic and moisture content in growing media or soil. For use in soil or growing media used in mushroom-growing facilities, in greenhouses, and for landscapes.

Application to soil or growing media: Sprinkle or spread **B.t.i. Granules®** evenly at 3 pounds per 100 square feet of soil or growing media in both large and small indoor and outdoor landscaping or greenhouse areas and mushroom production facilities. Use 1-2 teaspoons of **B.t.i. Granules®** in small pots (6 inches or less in diameter) and 1 tablespoon of **B.t.i. Granules®** in large pots (greater than 6 inches in diameter). Water in **B.t.i. Granules®** after treatment. If fungus gnats reappear within 3 weeks, repeat treatment and water in.

For use in water: Mix 2 tablespoons of **B.t.i. Granules®** per 0.5 gallon of water. Wait five minutes, then apply treated water directly to soil or growing media surface. Compost used granules with soil or growing media. This treatment controls fungus gnat larvae for up to a 3-week period. Repeat treatment when these insects reappear.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE:	Reseal unused portions of product. Store this product in original, sealed container in a cool, dry, and well-ventilated place inaccessible to children and pets.
PESTICIDE DISPOSAL:	To avoid waste, use all material in this container by application according to label directions. If waste 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:	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: 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 this label. User assumes all risks of use, storage, or handling not in accordance with label instructions.



235 South Kresson Street
Baltimore, MD 21224-2616
800-227-8664

www.SummitChemical.com



SAFETY DATA SHEET

1 of 10

Summit B.t.i. Granules

1.1 Product Identifier

MATERIAL NAME: Summit B.t.i. Granules

Synonyms: Mosquito Bits®

EPA Reg No.: 6218-86

Code Number: N/A

List Number:

Chemical Family: Not applicable; microbial product

Substance Registration Number(s)[REACH]: N/A

1.2 Relevant Identified Uses and Uses Advised Against

Identified Uses: Biological mosquito larvicide

Uses Advised Against: It is a violation of Federal law to use this product in a manner inconsistent with its FIFRA pesticide labeling.

1.3 Details of the supplier of the Safety Data Sheet

Supplied By: Summit Chemical Co.
235 S. Kresson Street
Baltimore, MD 21224
800-227-8664

1.4 EMERGENCY TELEPHONE NUMBERS

Emergency Health or Spill: CHEMTEL

Outside the United States: +01 -813-248-0585

Within the United States: 800-255-3924

2. HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

Eye Irritation – Category 2B

2.2 Labeling Elements

Symbol(s)

Symbols not required

Signal Word

WARNING

Hazard Statement(s)

Causes Eye Irritation

SAFETY DATA SHEET

2 of 10

Summit B.t.i. Granules

2.3 Precautionary Statement:

Prevention

Avoid breathing dust
Wear dust mask when handling
Wash thoroughly after handling
Wear protective clothing, eye protection and impervious gloves

Response

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
If eye irritation persists: Get medical advice/ attention.
IF ON SKIN: Wash with soap and water.
Take off contaminated clothing and wash it before reuse.

Disposal

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

Safety

Avoid contact with skin and eyes

2.4 Other Hazards

None identified.

3. COMPOSITION/INFORMATION ON INGREDIENTS

CAS #	Component Name	EC No.	(Classification)	Percent
None	<i>Bacillus thuringiensis</i> subsp. <i>israelensis</i> , Strain BMP-144		Not classified	2.86%
Trade Secret	Other ingredients		Not classified	97.14%

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.

SAFETY DATA SHEET

3 of 10

Summit B.t.i. Granules

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

INGESTION: Remove from source of exposure. Move person to fresh air. Do NOT induce vomiting. If signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.

INHALATION: Remove from source of exposure. If signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary. If person is not breathing, call 911, then give artificial respiration.

4.2 Most important Symptoms and Effects, both Acute and Delayed

Acute

Possible eye and skin irritation

Delayed

No information on significant adverse effects

4.3 Indication of any Immediate Medical Attention and Special Treatment Needed

Treat symptomatically and supportively

5. FIRE FIGHTING PROCEDURES

5.1 Extinguisher Media

Suitable Extinguisher Media

Dry chemical, water spray, foam or carbon dioxide. Use appropriate medium for the underlying cause of the fire.

Unsuitable Extinguisher Media

None known

5.2 Specific Hazards Arising from the Chemical

Thermal decomposition products

Hazardous compounds, such as carbon oxides, nitrogen oxides

Protective Equipment and precautions for firefighters

Fire fighter should wear full-face, self-contained breathing apparatus and impervious protective clothing. Fire fighters should avoid inhaling combustion products. See Section 8 (Exposure Controls / Personal Protection)

Fire & Explosive hazard

Not expected to be flammable.

Summit B.t.i. Granules

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

For respiratory protection wear a dust mask. Wear eye protection appropriate to handling activities. Wear impervious gloves. See personal protection as recommended in Section 8.

6.2 Environmental Precautions

Dispose of excess product and washwaters according to local regulations.

6.3 Methods and Materials for Containment and Cleaning Up

Wear appropriate personal protective equipment. Sweep up material and place in appropriate container for disposal. Avoid generating dust.

6.4 Reference to Other Sections

See Section 7 for Handling Procedures. See Section 8 for Personal Protective Equipment recommendations. See Section 13 for Disposal Considerations.

US Regulations may require reporting spills of hazardous materials: See Section 15: REGULATORY INFORMATION for details on reportable quantities, if any.

7. HANDLING AND STORAGE**7.1 Precautions for Safe handling**

For respiratory protection wear a dust mask. Avoid contact with eyes, skin or clothing. Wash thoroughly after handling. Do not eat, drink, chew gum or smoke while working with product, obey reasonable safety precautions and practice good housekeeping.

7.2 Conditions for Safe Storage, Including Incompatibilities

Protect against physical damage. Keep in original containers. Close containers of unused material. Store in a cool, dry place.

Incompatibilities

None Known

7.3 Specific End Use(s)

Pesticide, biological mosquito larvicide

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

SAFETY DATA SHEET

5 of 10

Summit B.t.i. Granules

8.1 Control Parameters

Component Exposure Limits

None

Derived No Effect Levels (DNELs)

No DNELs available

Predicted No Effect Concentrations (PNECs)

No PNECs available

8.2 Exposure Controls

Appropriate Engineering Controls

Provide general ventilation.

SKIN PROTECTION:

Wear protective clothing, including boots and gloves. For filling operations if dust/mist is produced wear a dust mask. Wear gloves made of impervious materials. Wash thoroughly with soap and water after handling.

EYE PROTECTION:

Wear goggles, safety glasses with side shields

RESPIRATORY PROTECTION:

Use dust/mist filtering respirator (MSHA/NIOSH approved number prefix TC-21C or a NIOSH approved respirator with any N, P, R or HE filter during application procedures or when repeat exposure is expected.

9. PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on Basic Physical and Chemical Properties

Appearance/Odor:	Light Brown granular solid	Odor Threshold:	Musty - Characteristic
pH:	5.4 (10% dispersion in water)	Boiling Point:	Not applicable
Melting Point:	Not Applicable	Solubility (H ₂ O):	Suspends and partially soluble
Specific Gravity:	Not Determined	Bulk Density:	0.48 g/mg
Octanol/H ₂ O Coeff:	Not Applicable	Evaporation Rate:	Not Applicable
Molecular Weight:	Not Applicable	Decomposition Temp.:	Not Determined
Auto Ignition:	Not Determined	LFL:	Not Determined
Flash Point:	Not Determined	UFL:	Not Determined
Vapor Density:	Not Applicable	Vapor Pressure:	Not Applicable

SAFETY DATA SHEET

6 of 10

Summit B.t.i. Granules

10. CHEMICAL STABILITY AND REACTIVITY

10.1 Reactivity

Material does not pose a significant reactivity hazard.

10.2 Chemical Stability

Stable under ordinary conditions of use and storage. Spontaneous reaction not possible.

10.3 Possibility of Hazardous Reactions

Does not undergo hazardous polymerization

10.4 Conditions to Avoid

None known

10.5 Incompatible Materials

None known

10.6 Hazardous Decomposition Products

Carbon oxides and unidentified organic compounds.

11. TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological Effects

LIKELY ROUTES OF EXPOSURE

Eye Contact:	Yes
Skin Contact:	Yes
Ingestion:	No
Inhalation:	No

ACUTE EFFECTS Product Toxicology Studies (Data for Technical, unless noted)

ORAL TOXICITY: LD₅₀ > 5,000 mg/kg (rat)

DERMAL TOXICITY: LD₅₀ > 5,000 mg/kg (rabbit)

INHALATION TOXICITY: LC₅₀ > 2.84 mg/L air (maximum feasible concentration)

CORROSIVENESS: Not corrosive.

DERMAL IRRITATION: Mildly or slightly irritating

OCULAR IRRITATION: Slightly irritating

DERMAL SENSITIZATION: (For Formulated Product) Not a sensitizer (guinea pig)

MUTAGENICITY INFORMATION: Components of this product are not expected mutagens.

CARCINOGENICITY INFORMATION: Components of this product are not listed as carcinogenic by NTP, IARC or OSHA.

SAFETY DATA SHEET

7 of 10

Summit B.t.i. Granules

DEVELOPMENTAL/REPRODUCTIVE TOXICITY: This material is not pathogenic

SPECIAL TARGET ORGAN EFFECTS: Slight Eye or skin Irritation.

ASPIRATION HAZARD: Not Applicable

REPEAT DOSE STUDIES: Not Applicable, Pathogenicity Toxicity testing was all negative

12. ECOLOGICAL INFORMATION

12.1 Ecotoxicity (Data for a Concentrated Technical Powder)

Fish: LC₅₀ >370 mg/L (96-H, Rainbow Trout)

Bird: LC₅₀ >3077 mg /kg (6.2 x 10¹¹ cfu/kg) (Acute Oral - Bobwhite Quail)

LC₅₀ >3077 mg /kg (6.2 x 10¹¹ cfu/kg) each day for 5 days (Sub-Acute Oral (dietary) - Bobwhite Quail)

Invertebrates: LC₅₀ >50 mg/L (48-H) (Daphnia)

Bees: Essentially non-toxic to honey bees.

12.2 Persistence and Degradability

No data available

12.3 Bioaccumulation potential

Not applicable. Substance is not pathogenic to non-target organisms

12.4 Mobility in Soil

No data available

12.5 Results of PBT and vPvB assessment

Assessments not performed

12.6 Other adverse effects

None known

13. DISPOSAL CONSIDERATIONS

13.1 Waste Disposal Methods

Dispose of product in accordance with federal, state, provincial, and local regulations. Prevent contamination of environment by wastes.

US EPA WASTE NUMBER & DESCRIPTIONS:

There is no applicable EPA waste number. This product, if discarded, is not expected to be a characteristic or listed hazardous waste.

SAFETY DATA SHEET

8 of 10

Summit B.t.i. Granules

14. TRANSPORTATION INFORMATION

DOT STATUS: Not regulated by US DOT
UN PROPER SHIPPING NAME: N/A
REMARKS: N/A

IATA/ICA0 STATUS: Not Regulated
PROPER SHIPPING NAME: N/A
REMARKS: N/A

IMDG STATUS: Not Regulated
PROPER SHIPPING NAME: N/A
REMARKS: N/A

15. REGULATORY INFORMATION

15.1 Safety, Health and Environmental Regulations / Specific Legislation

TSCA STATUS: Exempt
CERCLA STATUS: Not regulated as hazardous
SARA STATUS: Acute: No Chronic: No Fire: No CDT: No
RCRA STATUS: Not regulated as hazardous
State Right-To-Know: Not Listed
Consult applicable national, state provincial or local laws to determine regulations, laws or ordinances which may be applicable.
OSHA HAZARD COMMUNICATION STANDARD: Not defined by the OSHA Hazard Communication Standard, 29 CFR

15.2 EPA Pesticide Regulations

EPA Registration Number: 73049-10
EPA Pesticide Label signal word: CAUTION
Product must have EPA Approved Pesticide Label attached to or accompanying all containers.

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions and limitations for its use.

KEEP OUT OF REACH OF CHILDREN

CAUTION

PRECAUTIONARY STATEMENTS

SAFETY DATA SHEET

9 of 10

Summit B.t.i. Granules

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Causes moderate eye irritation. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling. Mixers/loaders and applicators must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95, or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

ENVIRONMENTAL HAZARDS

Do not contaminate water when cleaning equipment or disposing of equipment washwaters. Do not apply directly to treated, finished drinking water reservoirs or drinking water receptacles when the water is intended for human consumption.

STORAGE AND DISPOSAL

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

Storage: Store in cool [59-86°F (15-30°C)], dry place.

Pesticide Disposal: Completely empty bag into application equipment. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Disposal: Nonrefillable container. Do not reuse or refill this container. Once cleaned, some agricultural plastic pesticide containers can be taken to a container collection site or picked up for recycling. To find the nearest site, contact your chemical dealer or manufacturer, or contact Ag Container Recycling Council at 202-861-3144 or www.acrecycle.org. If recycling is not available dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

16. OTHER INFORMATION

NFPA Hazard Ratings

Health: 1
Flammability: 0
Instability: 0

HMIS Hazard Ratings

Health: 1
Flammability: 0
Instability: 0

0 = Minimal
1 = Slight
2 = Moderate
3 = Serious
4 = Extreme

REASON FOR ISSUE: Update warranty statement and correct list #

APPROVAL DATE: 3/16/16

SUPERSEDES DATE: 4/14/15

SAFETY DATA SHEET

10 of 10

Summit B.t.i. Granules

LEGEND: N/A = Not Applicable
N/L = Not Listed
C = Ceiling
(R) = Registered Trademark of Summit Chemical Company
(TM) = Registered Trademark of Summit Chemical Company

N/D = Not Determined
L = Listed
S = Short-term

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, Summit Chemical Company 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 Summit Chemical Company 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 Summit Chemical Company 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.

Summit

B.t.i. BRIQUETS™

FLOATING SUSTAINED-RELEASE LARVICIDE FOR LONG-TERM
CONTROL OF MOSQUITO AND PSYCHODID FLY LARVAE

BIOLOGICAL CONTROL OF MOSQUITOES & PSYCHODID FLIES

ACTIVE INGREDIENT: *Bacillus thuringiensis* subspecies *israelensis* solids, spores and insecticidal toxins.....10.31%

INERT INGREDIENTS:.....89.69%

7000 *Aedes aegypti* (AA) International Toxic Units (ITU) per milligram primary powder (Dry weight basis)

The percent active ingredient does not indicate product performance and potency measurements are not federally standardized.

PRECAUTIONARY STATEMENTS

Keep Out Of Reach Of Children

CAUTION

Hazard to Humans: Causes moderate eye irritation. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

Environmental Hazards: Do not apply directly to treated, finished drinking water reservoirs or drinking water receptacles when the water is intended for human consumption.

FIRST AID

If in eyes

Hold eye open and rinse slowly and gently for 15-20 minutes.

Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.

Call poison control center or doctor for treatment advise.

STORAGE AND DISPOSAL

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

Storage: Tightly close containers of unused briquets/dunks. Store in cool, dry well-ventilated place.

Disposal: Do not reuse empty carton or packaging material. Perforate or crush and discard carton according to local trash disposal regulations.

DIRECTIONS FOR USE

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

Summit *B.t.i.* BRIQUETS/DUNKS are formulated to release effective levels of Bti for a period of 30 days or more under typical environmental conditions. The floating action of the briquets/dunks will ensure that active material is released at the surface as well as gradually settle to the bottom.

These briquets/dunks may be used in all types of mosquito breeding areas. To prevent briquets/dunks from being flushed out of certain treatment sites, they can be anchored using string tied through the hole in the center or staked in place.

Summit *B.t.i.* BRIQUETS/DUNKS can also be used for pre-flood treatment. If the briquets/dunks are applied to dry areas which are known or suspected to become breeding sites when flooded, such as woodland pools and abandoned swimming pools, the briquets will float to the surface when flooding occurs and start releasing the active Bti material. Alternate wetting and drying will not reduce their effectiveness.

General Information; Mosquito Dunks float on water and will keep on working for 30 days or longer under typical environmental conditions. While floating, they slowly release a long-term, biological mosquito larvicide at the water's surface. This larvicide gradually settles in the water where it is eaten by mosquito larvae growing there. Mosquito Dunks may be used in all standing water sites where mosquito larvae grow. Alternate wetting and drying will not reduce their effectiveness.

APPLICATION RATES

Mosquito Larvae:

Flooded larvae breeding sites: Use one (1) Summit *B.t.i.* BRIQUET/DUNKS for up to 100 sq. ft. of surface area, regardless of depth. In water with a high organic content, such as sewage disposal systems or waste lagoons, the application rate may have to be increased to as much as four (4) times the normal dosage based upon evaluation by the user.

When larval populations are high, aquatic vegetation dense, or the water highly polluted at the time of briquet/dunks use, pre-treatment with SUMMIT MOSQUITO BITS® is recommended. The briquet/dunks will then suppress larval development for up to 30 days or more. Some larvae which hatch after briquet/dunks application may partially develop before dying. Allow a minimum of 48 hours for their control.

Pre-Flood treatment: Apply one (1) Summit *B.t.i.* BRIQUET/DUNKS to each 100 sq. ft. of dry bed surface which is known or suspected breeding site when flooded.

Evaporative Coolers: Apply one (1) Summit *B.t.i.* BRIQUET/DUNKS to each 100 sq. ft. of Cooler box or for smaller Coolers refer to the table below for application rate.

SAFE FOR USE IN FISH HABITATS

EACH DUNK KILLS MOSQUITOES FOR 30 DAYS OR LONGER KILLS MOSQUITOES BEFORE THEY ARE OLD ENOUGH TO BITE

Outdoor Use around the Household to kill Mosquito Larvae: Summit *B.t.i.*

BRIQUETS/DUNKS can be broken into portions for use in many outdoor applications near the household, such as standing water in bird baths, old automobile tires, rain barrels, ponds, abandoned or unused swimming pools (particularly above ground types), ditches, tree holes, roof gutters for collecting rainwater, flower pots, animal watering troughs or any other locations near the household where water collects and remains for periods of time. Summit *B.t.i.*

BRIQUETS/DUNKS can be broken and used as shown in the following table, the amount dependent upon the surface area of water in the treatment site. Mosquito Dunks / Bti Briquets may also be used in any containerized standing water found near the home.

Surface area of standing water	1 to 5 square ft.	5 to 25 square ft.	25 to 100 square ft.	Above 100 square ft.
Use Quantity	1/4 Briquet /Dunk	1/2 Briquet /Dunks	1 Briquet /Dunks	1 Briquet/Dunks per100 sq. ft.

Preflood treatment around the Household: Apply Summit *B.t.i.* BRIQUETS/DUNKS to any dry surface which is known to become flooded after a rain. Use the correct amount in accordance with the above dosage table.

INDOOR USE: For use in areas that collect water from time to time areas such as elevator shafts, basements that flood, sump pumps and any drainage areas within buildings. Use the correct amount in accordance with the above dosage table.

Psychodid Fly Larvae (Filter Flies, Sewage Flies, Drain Flies):

Waste WaterTreatment Plants: Place Summit *B.t.i.* BRIQUETS/DUNKS in a perforated basket, such as a minnow bait basket, and suspend the basket in the waste water stream before the water enters the trickling filter. Keep basket continuously filled with Briquets/Dunks to ensure a steady flow of Bti into the filter. The number of Briquets/Dunks needed for continuous, effective treatment in each facility will be dependent upon the volume and flow rate of the stream. This will have to be determined by the user.

Summit Chemical Co./SUMMIT RESPONSIBLE SOLUTIONS

Baltimore, MD 21224

EPA Registration No. 6218-47

EPA Est. No. 6218-MD-2

Net weight: 0.458 oz. per Briquet/Dunks

Or

13 grams per Briquet/Dunks

Contains 20 Briquets/Dunks

Lot. No:



U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs
Registration Division (7505P)
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

EPA Reg.
Number:

55206-5

Date of Issuance:

6/8/16

NOTICE OF PESTICIDE:

☒ Registration
☐ Reregistration
(under FIFRA, as amended)

Term of Issuance:

Unconditional

Name of Pesticide Product:

BVA SPRAY 13E

Name and Address of Registrant (include ZIP Code):

B V Associates, Inc.
29222 Trident Industrial Blvd.
New Hudson, MI 48165

Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.

On the basis of information furnished by the registrant, the above named pesticide is hereby registered under the Federal Insecticide, Fungicide and Rodenticide Act.

Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is unconditionally registered in accordance with FIFRA section 3(c)(5) provided that you:

1. Submit and/or cite all data required for registration/reregistration/registration review of your product when the Agency requires all registrants of similar products to submit such data.
2. The data requirements for storage stability and corrosion characteristics (Guidelines 830.6317 and 830.6320) are not satisfied. A one year study is required to satisfy these data requirements. You have 18 months from the date of registration to provide these data.

Signature of Approving Official:

Michael Walsh, Product Manager 11
Invertebrate & Vertebrate Branch #2, Registration Division (7505P)

Date:

6/8/16

3. Make the following label changes before you release the product for shipment:
 - Revise the EPA Registration Number to read, "EPA Reg. No. 55206-5."
4. Submit one copy of the revised final printed label for the record before you release the product for shipment.

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6. Your release for shipment of the product constitutes acceptance of these conditions. A stamped copy of the label is enclosed for your records. Please also note that the record for this product currently contains the following CSFs:

- Basic CSF dated August 27, 2015

If you have any questions, please contact Carlyn Petrella by phone at 703-347-0439, or via email at petrella.carlyn@epa.gov.

Enclosure

BVA SPRAY 13E

ACTIVE INGREDIENT:	% BY WT.
Mineral Oil*	99.00%
OTHER INGREDIENTS	1.00%
TOTAL	100.00%

*Contains highly refined unsulfonated residue of petroleum distillates - 98% min.
Weight per Gallon - 7.1 lbs.

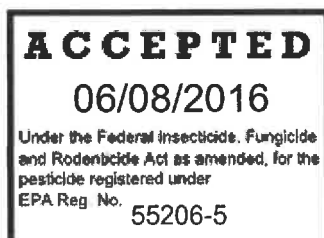
KEEP OUT OF REACH OF CHILDREN CAUTION

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

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION

Avoid contact with eyes, skin, and clothing. Harmful if swallowed or inhaled. Avoid breathing of spray, mists, or vapors. Wash thoroughly with soap and water after each use. Avoid contamination of food or foodstuffs.

EPA Reg. No. 55206-L
EPA Est. No. 55206-MI-001



B V Associates, Inc.
29222 Trident Industrial Blvd.
New Hudson, MI 48165
(248) 348-4920
Revised 060816

NET CONTENTS: ____ GALLON(S)

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are barrier laminate and Viton.

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

- Long-sleeve shirt and long pants,
- Shoes plus socks, and
- Chemical-resistant gloves made from barrier laminate or Viton \geq 14 mils

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 WPS for agricultural pesticides [40 CFR 170.240(d)(6)].

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

ENVIRONMENTAL HAZARDS

This product is toxic to fish. 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, pour, 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 ENTIRE LABEL. USE STRICTLY IN ACCORDANCE WITH PRECAUTIONARY STATEMENTS, DIRECTIONS FOR USE, AND WITH APPLICABLE STATE AND FEDERAL REGULATIONS.

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.

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

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170.

This Standard contains:

- requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, as well as handlers of agricultural pesticides;
- requirements for training, decontamination, notification, and emergency assistance; and
- specific instructions and exceptions pertaining to the personal protective equipment (PPE) and restricted-entry interval (REI) statements on this label

The requirements in this box apply only to those uses of this product that are covered by the Worker Protection Standard.

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

PPE required for early entry to treated area, 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
- Shoes plus socks, and
- Chemical-resistant gloves made from barrier laminate or Viton \geq 14 mils

PRODUCT INFORMATION

BVA Spray 13E is registered for use on the types of plants listed on this label during their foliage or dormant stages.

- When using this product in combination with other pesticides as directed on this label, follow all precautions, limitations, and restrictions on the labels for the other pesticide products in the tank mix that are applicable to the crop or other type of plant that is to be treated.
- For foliage applications, the spray tank must be free of any sulfur residue before using BVA Spray 13E.
- For wine grapes and raisin grapes, the sulfur spray interval may be reduced to 10 days. If in doubt regarding crop safety, you should conduct a test by spraying a portion of one vine previously treated with sulfur, using 1 quart of product to 25 gallons of water. If sufficient time has not elapsed, burn symptoms will show in several days.
- When using Spray 13E in combination with lime sulfur products, always adhere strictly to the use directions and restrictions shown on the label of the lime sulfur product.

CONCENTRATE SPRAYS

- Oil effectiveness in dormant and delayed dormant applications is determined by thoroughness of coverage.
- Concentrate spraying is a more exacting technique of spray application than dilute spraying. Concentrate spray equipment must be thoroughly calibrated and operated and must be capable of giving thorough coverage for maximum effectiveness.
- Concentrate sprays may result in reduced coverage and effectiveness.
- Multiple concentrate applications may cause foliage, fruit, and plant injury. Concentrate application may delay bud development.
- Phytotoxicity studies have not been made on all fruit varieties or in all growing areas for concentrate applications.
- To avoid double applications on the ends of the row during turning, turn off the sprayer.

IMPORTANT

- Applications of oil before and during freeze conditions can increase damage.
- Applications to trees weakened by disease, drought, drying winds, or high nitrogen applications may result in oil injury.
- Oil applications made to trees that are weak or suffering from moisture stress or when slow drying of spray occurs may cause bud, twig, or leaf injury.
- Cool, damp, or extremely dry weather, broken emulsions, and/or faulty application may cause oil injury. Follow state recommendations and precautions.
- If San Jose Scale is a moderate to severe problem, use dilute application.

PRODUCT RESTRICTIONS

- Do not combine sulfur sprays with BVA Spray 13E on foliage and do not follow a previous application of sulfur or apply sulfur following BVA Spray 13E until sufficient time has elapsed for crop safety (at least 15 days) unless noted otherwise on this label.
- Do not use on foliage sooner than 60 days after, or 90 days before, an application of captan products.
- Do not apply BVA Spray 13E as a concentrate spray to Queen Ann variety of prunes or other oil sensitive varieties as phytotoxicity to buds and new wood will result.
- Do not use BVA Spray 13E when temperatures are above 90°F. When temperatures drop below 32°F (usually nighttime lows), do not spray tree and vine crops until daytime temperatures have warmed to a point above 35°F and are free from moisture due to melting frost or heavy dews.

SPRAY DRIFT MANAGEMENT

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

Wind Speed: Do not apply at wind speeds greater than 15 mph at the application site.

Temperature Inversions: If applying at wind speeds less than 3 mph, the applicator must determine if:

- a) conditions of temperature inversion exist, or
- b) stable atmospheric conditions exist at or below nozzle height.

Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Droplet Size: Apply as a medium or coarser spray (ASABE standard 572), and the minimum volume mean diameter (VMD) for spinning atomizer nozzles.

Ground Applications

Ground applications must be in compliance with the specifications indicated above regarding Wind Speed, Temperature Inversions, and Droplet Size.

Apply using a nozzle height of no more than 4 feet above the ground or crop canopy.

Aerial Applications

Aerial applications must be in compliance with the specifications indicated above regarding Wind Speed, Temperature Inversions, and Droplet Size. For airblast applications, turn off outward pointing nozzles at row ends and when spraying outer row. To minimize spray loss over the top in orchard applications, spray must be directed into the canopy.

Release Height: Do not release spray at a height greater than 10 feet above the ground, top of crops, or above the orchard canopy.

Boom Length: The boom length must not exceed 75% of the wingspan or 90% of the rotor blade diameter.

Swath Adjustment: When applications are made with a cross-wind, the swath will be displaced downwind. The applicator must compensate for this displacement at the downwind edge of the application area by adjusting the path of the aircraft upwind. Leave at least one untreated swath at the downwind edge of the treated field.

AERIAL APPLICATION TREATMENT PRECAUTIONS

Apply this product in sufficient water to apply a minimum of 10 gallons spray per acre.

Use the aerial application method only when soil conditions do not permit regular ground application. Aerial applications of BVA Spray 13E are less effective than ground applications due to rate limitations and lack of thorough coverage.

MIXING DIRECTIONS

Check this product for proper emulsification by mixing a small quantity of it with water in a small container before filling the entire spray tank. Correct emulsification is indicated when a uniform mixture, with a cloudy white color, results on shaking. If this mixture is not a milky emulsion after shaking, do not use the remaining product.

Mixing Order: With agitator running, start filling spray tank with water. Add wettable powder insecticides or fungicides, followed by nutrients when spray tank is 1/3 filled and mix thoroughly. Add BVA Spray 13E when tank is about 1/2 full while maintaining sufficient agitation of the spray to ensure complete emulsification. Pump the finished spray solution through the overflow and back into the spray tank for two minutes. Use only in equipment with sufficient agitation to ensure the spray solution remains thoroughly mixed. Keep agitator running at all times. Do Not Use this spray mixture if it does not remain thoroughly emulsified.

FOLIAR APPLICATIONS - DILUTE SPRAYS

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Almonds, Apricots, Cherries**, Nectarines**, Peaches**, Pistachio, Plums, and Prunes	Borer (Peach Twig) Mites (Pacific Spider, Red Spider) Powdery Mildew Scale (Brown Apricot) Scale (San Jose)	1 to 2 gallons	For summer stages of pests. DO NOT exceed 4 gallons of this product/acre. On young trees and susceptible varieties, use lower rates. Special precautions should be used with summer oil applications, because they have greater potential for plant and fruit damage than pre-bloom applications. Applications of oil before and during freeze conditions can increase damage. Use a minimum spray volume of 100 gallons/acre.
Apples**	Codling Moth Mites (Orchard, Rust) Powdery Mildew Scale (San Jose)	½ to 2 gallons	
Avocados	Mites (Avocado brown, Praceia mite) Thrips	½ to 1 gallon	Apply within the specified range of rates to achieve optimum coverage in 400 to 3000 gallons of spray/acre. DO NOT exceed 15 gallons of this product/acre. When applying more than 2% v/v concentration, treat and observe a small test area, allow enough time for symptoms to appear before continuing to spray. Symptoms include tissue injury (burning) and cosmetic injury (dulling of waxy cuticle). Use a minimum spray volume of 100 gallons/acre.
Bushberries and Caneberries, including blackberry, blueberry, boysenberry, red and black raspberry, evergreen blackberry, and kotata blackberry	Mites Powdery Mildew Rust Scale	½ to 1 ½ gallons	Using ground equipment, apply spray for optimum coverage and thorough leaf wetness. For use on fungal diseases, use spray pressures (psi), sufficient to penetrate the canopy. DO NOT exceed 1.5 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Citrus: Grapefruit, Lemons, Limes, Tangerines, Tangelos and other citrus hybrids	Mites (Red Spider), Scale (Black, Purple, Red, and Yellow)	1 to 1 ¼ gallons	Apply this product during winter and spring months when Red Scale is more easily controlled and trees generally are less reactive to oil sprays. When using this product on citrus in Florida or Texas, do not exceed a maximum of 159 lbs. of active ingredient or a maximum of 1500 gallons of spray mix per acre. When using this product on citrus in California, do not exceed a maximum of 212 lbs. of active ingredient, or a maximum of 2,000 gallons of spray mix/acre. Do not use within 8 weeks of harvest on lemons.
Coffee	Scale	3 to 6 gallons	Apply when insects first appear and treat as necessary at 30- to 60-day intervals. DO NOT exceed 18 gallons of this product per acre in a growing season. Do not apply within 30 days of harvest when berries are to be handpicked. Oil residues make hand picking difficult. Use a minimum spray volume of 100 gallons/acre.
Corn (sweet and field)	Aphids, Armyworm Corn Earworm Leafminer, Mites Rootworm, Whitefly	1 to 2 gallons	DO NOT exceed 6 gallons of this product/acre. Use a minimum spray volume of 100 gallons/acre.
Figs	Mealybug Mites Scale	1 to 2 gallons	DO NOT exceed 4 gallons, of this product/acre. Use a minimum spray volume of 100 gallons/acre.
**Idaho, Oregon and Washington: Post Harvest Fall applications with any sulfur product must be made when temperatures are at, or below, 80°F.			

FOLIAR APPLICATIONS - DILUTE SPRAYS (continued)

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Grapes (table)	Mealybug	See Note	For (post harvest) Fall spray use only. NOTE: Use 4 to 6 gallons of this product in 200 to 300 gallons of water/acre.
	Mites (summer use), Powdery Mildew	¼ to 2 gallons	DO NOT exceed 2 gallons of this product per acre during summer applications. Do not make more than 2 sequential applications within a 30-day time period. Do not apply this product within 30 days of any sulfur application. Do not apply this product from bud break to harvest. Use a minimum spray volume of 100 gallons/acre.
Grapes (raisin, wine)	Mealybug	See Note	For (post harvest) Fall spray use only. NOTE: Use 4 to 6 gallons of this product in 200 to 300 gallons of water/acre. Do not make more than 2 sequential applications within a 30-day time period. Use a minimum spray volume of 100 gallons/acre.
	Mites (summer use), Powdery Mildew	¼ to 2 gallons	DO NOT exceed 2 gallons of this product per acre during summer applications. Do not apply this product within 10 days of any sulfur application. Do not make more than 2 sequential applications within a 30-day time period. Use a minimum spray volume of 100 gallons/acre.
Hops (Not registered for use in California)	Mites	1 to 5 gallons	Apply this product with ground equipment only. Thorough coverage is essential. DO NOT exceed 5 gallons of this product per acre. Use 50 to 200 gallons of dilute spray per acre depending upon plant size. Use a minimum spray volume of 100 gallons/acre.
	Powdery Mildew	1 to 5 gallons	Apply this product with ground equipment only. Thorough coverage is essential. DO NOT exceed 5 gallons of this product per acre. Use 50 to 200 gallons of dilute spray per acre depending upon plant size. Make first application at early leaf stage. Repeat every 7 to 14 days depending upon new growth. Use 7-day application interval and/or 5 gallons of product per 100 gallons of water when the conditions for infection are more severe.
	Do not use propargite with or following an oil spray. Do not spray wet foliage or if temperature is above 90°F or if plants are under heat or moisture stress.		
Navel Oranges	Mites (Red Spider), Scale (Black, Purple, Red, and Yellow)	¾ gallons	Do not use on Navel oranges after September 1. Do not apply more than 159 lbs. of active ingredient or more than 1,500 gallons of spray mix per acre in Florida and Texas. Do not apply more than 212 lbs. of active ingredient or more than 2,000 gallons of spray mix per acre in California.
Olives	Mites (Spider), Scale (Black, Oleander, Olive, and Parlatoria)	1 ½ gallons	Apply this product pre-bloom or post-bloom up to the buckshot growth stage. DO NOT exceed 8 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Olives (California Only)	Scale (Black)	1 to 1 ½ gallons	Apply 100 to 800 gallons dilute spray per acre. DO NOT exceed 12 gallons, of this product per acre. Make applications between July 1 and August 31. Use a minimum spray volume of 100 gallons/acre.
Ornamentals and Shade Trees: Apple, Birch, Conifers (See NOTE), Dogwood, Flowering Peach, Flowering Cherry, Hawthorn, Holly, Magnolia, Maple, Oak, Privet, Pyracantha, Sycamore	Mites (Spider), Mites (Eggs of), Scale (Black, Brown Apricot, Oyster Shell, San Jose, and Soft Brown)	1 gallon	NOTE: Applications to Blue Spruce may cause discoloration. Do not use on conifers or ferns not tolerant to oil sprays. For the listed crops, make a test application on a small number of plants to test for oil sensitivity prior to making a commercial application to the entire crop. Allow a sufficient rain event to precede or follow either an herbicide or propargite application before applying this product. DO NOT exceed 6 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Pears**	Codling Moth Mites (Orchard, Red Spider), Scale (San Jose), Synergist for Pear Psylla insecticides	½ to 2 gallons	For summer use. DO NOT exceed 4 gallons of this product per acre. On young trees and susceptible varieties, use lower rates. Special precautions should be used with summer oil applications, because they have greater potential for plant and fruit damage than pre-bloom applications. Use a minimum spray volume of 100 gallons/acre.
	Scale (Italian Pear, San Jose)	1 to 1 ½ gallons	Apply this product to summer forms of San Jose and Italian Pear Scale. DO NOT exceed 3 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
**Idaho, Oregon and Washington: Post Harvest Fall applications with any sulfur product must be made when temperatures are at, or below, 80° F.			
Strawberries	Botrytis, Leafminers, Mites, Powdery Mildew	¼ to ¾ gallons	Spray at no less than 400 psi using ceramic spray nozzles (ALBUS®ATR), lilac color or their equivalent. DO NOT exceed 3 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Sugar Beets	Aphids, Armyworm, Corn Earworm, Leafminers, Mites, Rootworm, Whitefly	2 gallons	DO NOT exceed 3 gallons, of this product per acre. Use a minimum spray volume of 100 gallons/acre.

FOLIAR APPLICATIONS - DILUTE SPRAYS (continued)

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Valencia Oranges	Mites (Red Spider), Scale (Black, Purple, Red, Yellow)	1 gallon	Do not apply to Valencia oranges after September 1. Do not apply more than 159 lbs. of active ingredient or more than 1,500 gallons of spray mix per acre in Florida and Texas. Do not apply more than 212 lbs. of active ingredient or more than 2,000 gallons of spray mix per acre in California.
Walnuts	Mites (Red Spider), Scale (European Fruit, Frosted [summer stages], San Jose, Soft Shelled)	½ to 1 gallon	Apply this product during the late spring to mid-summer only. Do not apply after husk split. DO NOT exceed 3 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.

DORMANT OR DELAYED DORMANT* - DILUTE SPRAYS

*DELAYED DORMANT: California Only - Delayed dormant is defined as the growth stage up to the first presence of green tissue.

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Almonds, Apricots, Cherries**, Nectarines**, Peaches** Plums, and Prunes (See Note) **The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic in: •Cherries, when applied after Green Tip •Peaches/Nectarines when applied after Calyx Red as referenced on a Cooperative Extension Bud Chart.	Aphids (eggs of) Insects (certain other scale) Scale, (Black, Brown Apricot, European Fruit Lecanium, Frosted, Italian Pear, Oleander, Olive [Parlatoria Scale], Parthenolecanium Soft, Putnam, San Jose, Soft Brown) Powdery Mildew Mites (Red Spider)	1 ½ to 4 gallons	NOTE: For plums and prunes, spray only during the delayed dormant period. Oil sensitive varieties of plums (such as, but not limited to, Moyer or Queen Ann) may develop dead limbs or scaffolds, which will reduce yield. DO NOT exceed 8 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Apples** **The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic when applied after ½" Green Tip.	Aphids, Mealybug, Mite Eggs (Red, Brown), Mites (Rust), Scale (San Jose)	1 to 4 gallons	For delayed dormant use only. Do not exceed 8 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Figs	Mealybug, Mites, Scale	1 to 3 gallons	DO NOT exceed 6 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Grapes	Mealybug	See Note	For dormant use only up to bud break. NOTE: Use 2 to 6 gallons in 200 to 300 gallons of water per acre. Do not make more than 2 sequential applications within a 30-day time period.
Kiwis	Scale (Greedy, Latania, Oleander, San Jose)	4 to 6 gallons	Use 4 to 6 gallons of this product in a minimum of 100 gallons of water per acre. Use 6 gallons of this product per 100 gallons of water when scale populations are high.
Pears** **The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic when applied after Blossom Bud.	Aphids (eggs of), Mites (Blister), Mite Eggs (Brown, Red Spider), Pear Psylla, Scale (Italian Pear, San Jose), Synergist for Pear Psylla insecticides, Pear Psylla Egg Deposition (delay of)	1 to 4 gallons	DO NOT exceed 8 gallons of this product per acre. If two applications of oils are used at dormant and delayed dormant stages, then reduce the oil rates to 1 gallon of this product per 100 gallons of water. Use a minimum spray volume of 100 gallons/acre.
Pecans	Aphid (eggs), Mite (eggs), Scale	2 to 3 gallons	Use 200 gallons of water/acre. Use 2 gallons of this product/100 gallons of water when trees are in a weakened condition. Apply from late February until buds first break. DO NOT exceed 8 gallons of this product/acre.
Pistachio	Aphids (eggs of), Mites (Red Spider), Scale (Black, Brown Apricot, European Fruit Lecanium, Frosted, Italian Pear, Oleander, Olive [Parlatoria], Parthenolecanium, Soft, Putnam, San Jose, Soft Brown), Powdery Mildew, Scale Insects (certain other)	1 ½ to 4 gallons	DO NOT exceed 8 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.

FOLIAR APPLICATIONS - CONCENTRATE SPRAYS

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Almonds, Apricots, Cherries**, Nectarines**, Peaches**, Pistachio, Plums, Prunes	Borer (Peach Twig), Mites (Brown, European Red, Pacific Spider, Two- Spotted), Powdery Mildew	1 to 3 gallons	For summer use with concentrate sprayers, apply this product in 25 to 200 gallons of water per acre. Do not apply to trees lacking adequate moisture. On young trees and susceptible varieties, use 1 gallon of this product per acre. Special precautions should be used with summer oil applications because they have greater potential for plant and fruit damage than pre-bloom applications. This product may be applied by air in 3 to 20 gallons of water per acre.
Apples**	Codling Moth, Mites (Orchard), Powdery Mildew, San Jose Scale*	1 to 3 gallons	For summer use with concentrate sprayers, apply this product in 80 to 100 gallons of water per acre. On young trees and susceptible varieties, use 1 gallon of this product per acre. Special precautions should be used with summer oil applications because they have greater potential for plant and fruit damage than pre-bloom applications. This product may be applied by air in 3 to 20 gallons of water per acre. *If San Jose Scale is a moderate to severe problem, use dilute application.
Avocados	Mites (Avocado brown, Praceia), Thrips	4 to 15 gallons	Use in 50 to 100 gallons of water. When the application of oil is more than 2% v/v concentration, treat and observe a small test area, and allow enough time for symptoms to appear before continuing to spray. For aerial applications use 1 to 6 gallons of oil per acre in 10 gallons of water per acre.
Citrus: Grapefruit, Lemons, Limes, Oranges (Navel and Valencia), Tangerines and Tangelos and other citrus hybrids	Mites (Citrus Red)	5 to 15 gallons	Apply this product as a concentrate spray application (mist sprayer) in 50 to 100 gallons water per acre. Apply to Valencia oranges only during the period from mid-July through August. Do not apply to lemons within 60 days of harvest. Concentrate spray applications require the spray droplets be discharged into an air stream pattern of high velocity (above 100 mph) and with sufficient volume to carry the spray through the tree. Ground speed should not exceed 1 ½ mph. Use only equipment capable of applying concentrate spray.
Grapes	Mealybug	¼ to 6 gallons	For (post harvest) Fall spray use only. Use a minimum spray volume of 25 gallons/acre. Do not make more than 2 sequential applications within a 30-day time period.
Grapes (table)	Mites (summer use), Powdery Mildew	¼ to 2 gallons	DO NOT exceed 2 gallons of this product per acre during summer applications. Do not apply this product within 30 days of any sulfur application. Do not make more than 2 sequential applications within a 30-day time period. Do not apply from bud break to harvest. Use a minimum spray volume of 25 gallons/acre.
Grapes (raisin, wine)	Mites (summer use), Powdery Mildew	¼ to 2 gallons	DO NOT exceed 2 gallons of this product per acre during summer applications. Do not apply this product within 10 days of any sulfur application. Do not make more than 2 sequential applications within a 30-day time period. Do not apply from bud break to harvest. Use a minimum spray volume of 25 gallons/acre.
Olives	Mites, Scale	4 to 8 gallons	Use in 50 to 100 gallons of water. When the application of oil is more than 2% v/v concentration, treat and observe a small test area, allow enough time for symptoms to appear before continuing to spray. For aerial applications, use 1 to 6 gallons of oil per acre in 10 gallons of water per acre.
Pears**	Codling Moth, Mites (Orchard), San Jose Scale*, Synergist for Pear Psylla insecticides	1 to 3 gallons	For summer use with concentrate sprayers. DO NOT exceed 4 gallons of this product per acre. Apply this product in 80 to 200 gallons of water per acre. On young trees and susceptible varieties, use 1 gallon of product per acre. Special precautions should be used with summer oil applications, because they have greater potential for plant and fruit damage than pre-bloom applications. *If San Jose Scale is a moderate to severe problem, use dilute application.
Walnuts	Mites (Red Spider), Scale (European Fruit, Frosted [summer stages], San Jose*, Soft Shelled)	1 gallon	Apply this product during the late spring to mid-summer only. Do not apply after husk split. Use a minimum spray volume of 25 gallons/acre. *If San Jose Scale is a moderate to severe problem, use dilute application.
**Idaho, Oregon and Washington: Post Harvest Fall applications with any sulfur product must be made when temperatures are at, or below, 80°F.			

DORMANT OR DELAYED DORMANT* - CONCENTRATE SPRAYS

*DELAYED DORMANT: California Only – Delayed dormant is defined as the growth stage up to the first presence of green tissue.

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Almonds, Apricots, Cherries**, Nectarines**, Peaches** (See Note) **The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic in: •Cherries-when applied after Green Tip •Peaches/Nectarines-when applied after Calyx Red as referenced on a Cooperative Extension Bud Chart.	Borer (Peach Twig), Mite Eggs, Powdery Mildew Scale (Brown Apricot, Olive [Parlatoria], Parthenolecanium, Soft, San Jose*, Walnut)	3 to 6 gallons	For dormant or delayed dormant use only. Apply this product in 25 to 200 gallons of water per acre. Do not apply to trees lacking adequate moisture. NOTE: Do not apply to oil sensitive varieties because phytotoxicity to buds and new wood may result. *If San Jose Scale is a moderate to severe problem, use dilute application.
Apples** ** The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic when applied after 1/2" Green Tip.	Aphid (eggs of) Mealybug Mite (European Red, Brown) Scale Eggs (Italian Pear) Scale (San Jose)*	2 to 6 gallons	Apply this product in 25 to 200 gallons of water per acre. NOTE: Do not apply to oil sensitive varieties because phytotoxicity to buds and new wood may result. *If San Jose Scale is a moderate to severe problem, use dilute application.
Bushberries and Caneberries, including blackberry, blueberry, boysenberry, red and black raspberry, evergreen blackberry, kotata blackberry	Mites, Powdery Mildew, Rust	1 to 2 gallons	Use a minimum of 50 gallons water per acre. Do not exceed 2% v/v solution.
Grapes	Mealybug	2 to 6 gallons	For dormant use, use only up to bud break. Use a minimum spray volume of 25 gallons/acre. Do not make more than 2 sequential applications within a 30-day time period.
Pears**	Mealybug, Mite Eggs (European Red, Brown), Pear Psylla, Pear Psylla Egg Deposition (Delay of), Scale (San Jose*), Synergist for Pear Psylla insecticides	4 to 6 gallons	Apply this product in 40 to 200 gallons of water per acre. NOTE: Do not apply to oil sensitive varieties because phytotoxicity to buds and new wood may result. *If San Jose Scale is a moderate to severe problem, use dilute application.
Pears** (Washington Only)	Pear Psylla	3 to 4 gallons by air	For dormant use only. Apply by air in sufficient water to make a minimum of 10 gallons of dilute spray per acre.
**The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic when applied after Blossom Bud			
Pecans	Aphid (eggs), Mite (eggs), Scale	6 to 8 gallons	Use 20 to 125 gallons water per acre. Use 6 gallons of product per acre when trees are in a weakened condition. Apply from late February until buds first break.
Pistachio	Borer (Peach Twig) Mite Eggs Powdery Mildew Scale (Brown Apricot, Olive, [Parlatoria], Parthenolecanium, Soft Scale, San Jose*)	3 to 6 gallons	Apply this product in 25 to 200 gallons of water per acre. Do not apply to trees lacking adequate moisture. NOTE: Do not apply to oil sensitive varieties because phytotoxicity to buds and new wood may result. *If San Jose Scale is a moderate to severe problem, use dilute application.
Plums, Prunes (see note)	Aphid Eggs (Plum, Other), Mite Eggs (Brown, European Red), Scale (Black, Brown Apricot, Mealy Plum, Olive, [Parlatoria], San Jose*)	3 to 5 gallons	Apply this product in 40 to 125 gallons of water per acre. NOTE: For plums and prunes, spray only during the delayed dormant period. Oil sensitive varieties of plums (such as, but not limited to, Mover or Queen Ann) may develop dead limbs or scaffolds, which will reduce yield. *If San Jose Scale is a moderate to severe problem, use dilute application.

DORMANT OR DELAYED DORMANT* - CONCENTRATE SPRAYS (continued)

*DELAYED DORMANT: California Only – Delayed dormant is defined as the growth stage up to the first presence of green tissue.

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Ornamentals and Shade Trees, including Apple, Birch, Conifers (see NOTE), Dogwood, Flowering Cherry, Flowering Peach, Hawthorn, Holly, Magnolia, Maple, Oak, Privet, Pyracantha, Sycamore	Mites (Spider) Mite Eggs (Spider) Scale (Black, Brown Apricot, Oyster Shell, San Jose*, Soft Brown)	1 to 2 gallons	Use 1 gallon of product per acre for non-deciduous trees. NOTE: Application to Blue Spruce may cause discoloration. Do not use on conifers or ferns not tolerant to oil sprays. For the listed crops, make a test application on a small number of plants to test for oil sensitivity prior to making a commercial application to the entire crop. Allow a sufficient rain event to precede or follow either an herbicide or propargite application before applying this product. Do not spray on freshly sheared or pruned needles, foliage or plant materials. For aerial application use 1 to 2 gallons of this product per acre in a minimum of 10 gallons of water per acre. *If San Jose Scale is a moderate to severe problem, use dilute application.

CHRISTMAS TREES

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Christmas Trees** (For Winter Use Only)	Mites, (Spider) Scale (Hard, Immature Stage) Scale (Soft, Immature Stage)	¼ to ¾ gallons	Use 1/4 gallon (1 qt.) of product per 100 gallons of water for more sensitive plants. For concentrate spray, apply this product within the specified range of rates in 40 to 100 gallons of water per acre. For dilute spray, apply this product within the specified range of rates in 100 to 400 gallons of water per acre. DO NOT exceed 3/4 gallon of this product per acre. Do not spray when freeze is anticipated. Do not apply this product within 15 days of any sulfur application.

**This product removes the glaucous (blue) bloom from evergreens such as Colorado Blue Spruce and Koster Spruce. Before using this product on certain plants, a test spray to determine effects should be performed on sensitive varieties, such as Chamaecyparis, Cryptomeria, Douglas Fir, Japanese Holly, Juniper, Red Cedar, Spruce and some true Fir species.

SEED CROP USES

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Alfalfa (Seed Alfalfa Only)	Mites (Spider)	¼ gallon	Apply this product in 20 to 30 gallons of water by ground application or 10 to 15 gallons of water by air.
Grasses grown for seed	Powdery Mildew	¼ to ¾ gallons	Apply this product in 20 to 30 gallons of water by ground application or in 10 to 15 gallons of water by aerial application.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a cool, dry locked place out of the reach of children.

PESTICIDE DISPOSAL: Pesticide, or rinse solution that cannot be used according to label instructions must be disposed of according to applicable Federal, state, or local procedures.

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 the 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 the mix tank or store rinsate for later disposal. Repeat this procedure two more times. Then offer for recycling, if available. If recycling is not available, puncture container and dispose of it in a sanitary landfill or by other approved State and local procedures.

TERMS

To the extent consistent with applicable laws, the seller's guarantee is limited to the terms on the label. The buyer accepts the product on these conditions. Timing and method of applications, crop conditions, weather, and mixtures with chemicals in the use of this product are beyond the control of the seller.

TANK MIXES

NOTICE: Tank mixing or use of this product with any other product which is not specifically and expressly authorized by the label shall be, to the extent consistent with applicable laws, the exclusive risk of the user, applicator, and/or application advisor.

Read and follow the entire label of each product to be used in the tank mix with this product.



U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs
Registration Division (7505P)
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

NOTICE OF PESTICIDE:

☒ Registration
☐ Reregistration
(under FIFRA, as amended)

EPA Reg.
Number:

55206-5

Date of Issuance:

6/8/16

Term of Issuance:

Unconditional

Name of Pesticide Product:

BVA SPRAY 13E

Name and Address of Registrant (include ZIP Code):

B V Associates, Inc.
29222 Trident Industrial Blvd.
New Hudson, MI 48165

Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.

On the basis of information furnished by the registrant, the above named pesticide is hereby registered under the Federal Insecticide, Fungicide and Rodenticide Act.

Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is unconditionally registered in accordance with FIFRA section 3(c)(5) provided that you:

1. Submit and/or cite all data required for registration/reregistration/registration review of your product when the Agency requires all registrants of similar products to submit such data.
2. The data requirements for storage stability and corrosion characteristics (Guidelines 830.6317 and 830.6320) are not satisfied. A one year study is required to satisfy these data requirements. You have 18 months from the date of registration to provide these data.

Signature of Approving Official:

Michael Walsh, Product Manager 11
Invertebrate & Vertebrate Branch #2, Registration Division (7505P)

Date:

6/8/16

3. Make the following label changes before you release the product for shipment:

- Revise the EPA Registration Number to read, "EPA Reg. No. 55206-5."

4. Submit one copy of the revised final printed label for the record before you release the product for shipment.

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6. Your release for shipment of the product constitutes acceptance of these conditions. A stamped copy of the label is enclosed for your records. Please also note that the record for this product currently contains the following CSFs:

- Basic CSF dated August 27, 2015

If you have any questions, please contact Carlyn Petrella by phone at 703-347-0439, or via email at petrella.carlyn@epa.gov.

Enclosure

BVA SPRAY 13E

ACTIVE INGREDIENT:	% BY WT.
Mineral Oil*	99.00%
OTHER INGREDIENTS	1.00%
TOTAL	100.00%

*Contains highly refined unsulfonated residue of petroleum distillates - 98% min.
Weight per Gallon - 7.1 lbs.

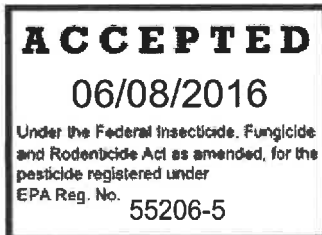
KEEP OUT OF REACH OF CHILDREN CAUTION

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

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION

Avoid contact with eyes, skin, and clothing. Harmful if swallowed or inhaled. Avoid breathing of spray, mists, or vapors. Wash thoroughly with soap and water after each use. Avoid contamination of food or foodstuffs.

EPA Reg. No. 55206-L
EPA Est. No. 55206-MI-001



B V Associates, Inc.
29222 Trident Industrial Blvd.
New Hudson, MI 48165
(248) 348-4920
Revised 060816

NET CONTENTS: ____ GALLON(S)

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are barrier laminate and Viton.

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

- Long-sleeve shirt and long pants,
- Shoes plus socks, and
- Chemical-resistant gloves made from barrier laminate or Viton \geq 14 mils

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 WPS for agricultural pesticides [40 CFR 170.240(d)(6)].

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

ENVIRONMENTAL HAZARDS

This product is toxic to fish. 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, pour, 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 ENTIRE LABEL. USE STRICTLY IN ACCORDANCE WITH PRECAUTIONARY STATEMENTS, DIRECTIONS FOR USE, AND WITH APPLICABLE STATE AND FEDERAL REGULATIONS.

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

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170.

This Standard contains:

- requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, as well as handlers of agricultural pesticides;
- requirements for training, decontamination, notification, and emergency assistance; and
- specific instructions and exceptions pertaining to the personal protective equipment (PPE) and restricted-entry interval (REI) statements on this label

The requirements in this box apply only to those uses of this product that are covered by the Worker Protection Standard.

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

PPE required for early entry to treated area, 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
- Shoes plus socks, and
- Chemical-resistant gloves made from barrier laminate or Viton \geq 14 mils

PRODUCT INFORMATION

BVA Spray 13E is registered for use on the types of plants listed on this label during their foliage or dormant stages.

- When using this product in combination with other pesticides as directed on this label, follow all precautions, limitations, and restrictions on the labels for the other pesticide products in the tank mix that are applicable to the crop or other type of plant that is to be treated.
- For foliage applications, the spray tank must be free of any sulfur residue before using BVA Spray 13E.
- For wine grapes and raisin grapes, the sulfur spray interval may be reduced to 10 days. If in doubt regarding crop safety, you should conduct a test by spraying a portion of one vine previously treated with sulfur, using 1 quart of product to 25 gallons of water. If sufficient time has not elapsed, burn symptoms will show in several days.
- When using Spray 13E in combination with lime sulfur products, always adhere strictly to the use directions and restrictions shown on the label of the lime sulfur product.

CONCENTRATE SPRAYS

- Oil effectiveness in dormant and delayed dormant applications is determined by thoroughness of coverage.
- Concentrate spraying is a more exacting technique of spray application than dilute spraying. Concentrate spray equipment must be thoroughly calibrated and operated and must be capable of giving thorough coverage for maximum effectiveness.
- Concentrate sprays may result in reduced coverage and effectiveness.
- Multiple concentrate applications may cause foliage, fruit, and plant injury. Concentrate application may delay bud development.
- Phytotoxicity studies have not been made on all fruit varieties or in all growing areas for concentrate applications.
- To avoid double applications on the ends of the row during turning, turn off the sprayer.

IMPORTANT

- Applications of oil before and during freeze conditions can increase damage.
- Applications to trees weakened by disease, drought, drying winds, or high nitrogen applications may result in oil injury.
- Oil applications made to trees that are weak or suffering from moisture stress or when slow drying of spray occurs may cause bud, twig, or leaf injury.
- Cool, damp, or extremely dry weather, broken emulsions, and/or faulty application may cause oil injury. Follow state recommendations and precautions.
- If San Jose Scale is a moderate to severe problem, use dilute application.

PRODUCT RESTRICTIONS

- Do not combine sulfur sprays with BVA Spray 13E on foliage and do not follow a previous application of sulfur or apply sulfur following BVA Spray 13E until sufficient time has elapsed for crop safety (at least 15 days) unless noted otherwise on this label.
- Do not use on foliage sooner than 60 days after, or 90 days before, an application of captan products.
- Do not apply BVA Spray 13E as a concentrate spray to Queen Ann variety of prunes or other oil sensitive varieties as phytotoxicity to buds and new wood will result.
- Do not use BVA Spray 13E when temperatures are above 90°F. When temperatures drop below 32°F (usually nighttime lows), do not spray tree and vine crops until daytime temperatures have warmed to a point above 35°F and are free from moisture due to melting frost or heavy dews.

SPRAY DRIFT MANAGEMENT

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

Wind Speed: Do not apply at wind speeds greater than 15 mph at the application site.

Temperature Inversions: If applying at wind speeds less than 3 mph, the applicator must determine if:

- a) conditions of temperature inversion exist, or
- b) stable atmospheric conditions exist at or below nozzle height.

Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Droplet Size: Apply as a medium or coarser spray (ASABE standard 572), and the minimum volume mean diameter (VMD) for spinning atomizer nozzles.

Ground Applications

Ground applications must be in compliance with the specifications indicated above regarding Wind Speed, Temperature Inversions, and Droplet Size.

Apply using a nozzle height of no more than 4 feet above the ground or crop canopy.

Aerial Applications

Aerial applications must be in compliance with the specifications indicated above regarding Wind Speed, Temperature Inversions, and Droplet Size. For airblast applications, turn off outward pointing nozzles at row ends and when spraying outer row. To minimize spray loss over the top in orchard applications, spray must be directed into the canopy.

Release Height: Do not release spray at a height greater than 10 feet above the ground, top of crops, or above the orchard canopy.

Boom Length: The boom length must not exceed 75% of the wingspan or 90% of the rotor blade diameter.

Swath Adjustment: When applications are made with a cross-wind, the swath will be displaced downwind. The applicator must compensate for this displacement at the downwind edge of the application area by adjusting the path of the aircraft upwind. Leave at least one untreated swath at the downwind edge of the treated field.

AERIAL APPLICATION TREATMENT PRECAUTIONS

Apply this product in sufficient water to apply a minimum of 10 gallons spray per acre.

Use the aerial application method only when soil conditions do not permit regular ground application. Aerial applications of BVA Spray 13E are less effective than ground applications due to rate limitations and lack of thorough coverage.

MIXING DIRECTIONS

Check this product for proper emulsification by mixing a small quantity of it with water in a small container before filling the entire spray tank. Correct emulsification is indicated when a uniform mixture, with a cloudy white color, results on shaking. If this mixture is not a milky emulsion after shaking, do not use the remaining product.

Mixing Order: With agitator running, start filling spray tank with water. Add wettable powder insecticides or fungicides, followed by nutrients when spray tank is 1/3 filled and mix thoroughly. Add BVA Spray 13E when tank is about 1/2 full while maintaining sufficient agitation of the spray to ensure complete emulsification. Pump the finished spray solution through the overflow and back into the spray tank for two minutes. Use only in equipment with sufficient agitation to ensure the spray solution remains thoroughly mixed. Keep agitator running at all times. Do Not Use this spray mixture if it does not remain thoroughly emulsified.

FOLIAR APPLICATIONS - DILUTE SPRAYS

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Almonds, Apricots, Cherries**, Nectarines**, Peaches**, Pistachio, Plums, and Prunes	Borer (Peach Twig) Mites (Pacific Spider, Red Spider) Powdery Mildew Scale (Brown Apricot) Scale (San Jose)	1 to 2 gallons	For summer stages of pests. DO NOT exceed 4 gallons of this product/acre. On young trees and susceptible varieties, use lower rates. Special precautions should be used with summer oil applications, because they have greater potential for plant and fruit damage than pre-bloom applications. Applications of oil before and during freeze conditions can increase damage. Use a minimum spray volume of 100 gallons/acre.
Apples**	Codling Moth Mites (Orchard, Rust) Powdery Mildew Scale (San Jose)	½ to 2 gallons	
Avocados	Mites (Avocado brown, Praceia mite) Thrips	½ to 1 gallon	Apply within the specified range of rates to achieve optimum coverage in 400 to 3000 gallons of spray/acre. DO NOT exceed 15 gallons of this product/acre. When applying more than 2% v/v concentration, treat and observe a small test area, allow enough time for symptoms to appear before continuing to spray. Symptoms include tissue injury (burning) and cosmetic injury (dulling of waxy cuticle). Use a minimum spray volume of 100 gallons/acre.
Bushberries and Caneberries, including blackberry, blueberry, boysenberry, red and black raspberry, evergreen blackberry, and kotata blackberry	Mites Powdery Mildew Rust Scale	½ to 1 ½ gallons	Using ground equipment, apply spray for optimum coverage and thorough leaf wetness. For use on fungal diseases, use spray pressures (psi), sufficient to penetrate the canopy. DO NOT exceed 1.5 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Citrus: Grapefruit, Lemons, Limes, Tangerines, Tangelos and other citrus hybrids	Mites (Red Spider), Scale (Black, Purple, Red, and Yellow)	1 to 1 ¼ gallons	Apply this product during winter and spring months when Red Scale is more easily controlled and trees generally are less reactive to oil sprays. When using this product on citrus in Florida or Texas, do not exceed a maximum of 159 lbs. of active ingredient or a maximum of 1500 gallons of spray mix per acre. When using this product on citrus in California, do not exceed a maximum of 212 lbs. of active ingredient, or a maximum of 2,000 gallons of spray mix/acre. Do not use within 8 weeks of harvest on lemons.
Coffee	Scale	3 to 6 gallons	Apply when insects first appear and treat as necessary at 30- to 60-day intervals. DO NOT exceed 18 gallons of this product per acre in a growing season. Do not apply within 30 days of harvest when berries are to be handpicked. Oil residues make hand picking difficult. Use a minimum spray volume of 100 gallons/acre.
Corn (sweet and field)	Aphids, Armyworm Corn Earworm Leafminer, Mites Rootworm, Whitefly	1 to 2 gallons	DO NOT exceed 6 gallons of this product/acre. Use a minimum spray volume of 100 gallons/acre.
Figs	Mealybug Mites Scale	1 to 2 gallons	DO NOT exceed 4 gallons, of this product/acre. Use a minimum spray volume of 100 gallons/acre.
**Idaho, Oregon and Washington: Post Harvest Fall applications with any sulfur product must be made when temperatures are at, or below, 80°F.			

FOLIAR APPLICATIONS - DILUTE SPRAYS (continued)

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Grapes (table)	Mealybug	See Note	For (post harvest) Fall spray use only. NOTE: Use 4 to 6 gallons of this product in 200 to 300 gallons of water/acre.
	Mites (summer use), Powdery Mildew	¼ to 2 gallons	DO NOT exceed 2 gallons of this product per acre during summer applications. Do not make more than 2 sequential applications within a 30-day time period. Do not apply this product within 30 days of any sulfur application. Do not apply this product from bud break to harvest. Use a minimum spray volume of 100 gallons/acre.
Grapes (raisin, wine)	Mealybug	See Note	For (post harvest) Fall spray use only. NOTE: Use 4 to 6 gallons of this product in 200 to 300 gallons of water/acre. Do not make more than 2 sequential applications within a 30-day time period. Use a minimum spray volume of 100 gallons/acre.
	Mites (summer use), Powdery Mildew	¼ to 2 gallons	DO NOT exceed 2 gallons of this product per acre during summer applications. Do not apply this product within 10 days of any sulfur application. Do not make more than 2 sequential applications within a 30-day time period. Use a minimum spray volume of 100 gallons/acre.
Hops (Not registered for use in California)	Mites	1 to 5 gallons	Apply this product with ground equipment only. Thorough coverage is essential. DO NOT exceed 5 gallons of this product per acre. Use 50 to 200 gallons of dilute spray per acre depending upon plant size. Use a minimum spray volume of 100 gallons/acre.
	Powdery Mildew	1 to 5 gallons	Apply this product with ground equipment only. Thorough coverage is essential. DO NOT exceed 5 gallons of this product per acre. Use 50 to 200 gallons of dilute spray per acre depending upon plant size. Make first application at early leaf stage. Repeat every 7 to 14 days depending upon new growth. Use 7-day application interval and/or 5 gallons of product per 100 gallons of water when the conditions for infection are more severe.
	Do not use propargite with or following an oil spray. Do not spray wet foliage or if temperature is above 90°F or if plants are under heat or moisture stress.		
Navel Oranges	Mites (Red Spider), Scale (Black, Purple, Red, and Yellow)	¾ gallons	Do not use on Navel oranges after September 1. Do not apply more than 159 lbs. of active ingredient or more than 1,500 gallons of spray mix per acre in Florida and Texas. Do not apply more than 212 lbs. of active ingredient or more than 2,000 gallons of spray mix per acre in California.
Olives	Mites (Spider), Scale (Black, Oleander, Olive, and Parlatoria)	1 ½ gallons	Apply this product pre-bloom or post-bloom up to the buckshot growth stage. DO NOT exceed 8 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Olives (California Only)	Scale (Black)	1 to 1 ½ gallons	Apply 100 to 800 gallons dilute spray per acre. DO NOT exceed 12 gallons, of this product per acre. Make applications between July 1 and August 31. Use a minimum spray volume of 100 gallons/acre.
Ornamentals and Shade Trees: Apple, Birch, Conifers (See NOTE), Dogwood, Flowering Peach, Flowering Cherry, Hawthorn, Holly, Magnolia, Maple, Oak, Privet, Pyracantha, Sycamore	Mites (Spider), Mites (Eggs of), Scale (Black, Brown Apricot, Oyster Shell, San Jose, and Soft Brown)	1 gallon	NOTE: Applications to Blue Spruce may cause discoloration. Do not use on conifers or ferns not tolerant to oil sprays. For the listed crops, make a test application on a small number of plants to test for oil sensitivity prior to making a commercial application to the entire crop. Allow a sufficient rain event to precede or follow either an herbicide or propargite application before applying this product. DO NOT exceed 6 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Pears**	Codling Moth Mites (Orchard, Red Spider), Scale (San Jose), Synergist for Pear Psylla insecticides	½ to 2 gallons	For summer use. DO NOT exceed 4 gallons of this product per acre. On young trees and susceptible varieties, use lower rates. Special precautions should be used with summer oil applications, because they have greater potential for plant and fruit damage than pre-bloom applications. Use a minimum spray volume of 100 gallons/acre.
	Scale (Italian Pear, San Jose)	1 to 1 ½ gallons	Apply this product to summer forms of San Jose and Italian Pear Scale. DO NOT exceed 3 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
**Idaho, Oregon and Washington: Post Harvest Fall applications with any sulfur product must be made when temperatures are at, or below, 80° F.			
Strawberries	Botrytis, Leafminers, Mites, Powdery Mildew	½ to ¾ gallons	Spray at no less than 400 psi using ceramic spray nozzles (ALBUS®ATR), lilac color or their equivalent. DO NOT exceed 3 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Sugar Beets	Aphids, Armyworm, Corn Earworm, Leafminers, Mites, Rootworm, Whitefly	2 gallons	DO NOT exceed 3 gallons, of this product per acre. Use a minimum spray volume of 100 gallons/acre.

FOLIAR APPLICATIONS - DILUTE SPRAYS (continued)

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Valencia Oranges	Mites (Red Spider), Scale (Black, Purple, Red, Yellow)	1 gallon	Do not apply to Valencia oranges after September 1. Do not apply more than 159 lbs. of active ingredient or more than 1,500 gallons of spray mix per acre in Florida and Texas. Do not apply more than 212 lbs. of active ingredient or more than 2,000 gallons of spray mix per acre in California.
Walnuts	Mites (Red Spider), Scale (European Fruit, Frosted [summer stages], San Jose, Soft Shelled)	½ to 1 gallon	Apply this product during the late spring to mid-summer only. Do not apply after husk split. DO NOT exceed 3 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.

DORMANT OR DELAYED DORMANT* - DILUTE SPRAYS

*DELAYED DORMANT: California Only - Delayed dormant is defined as the growth stage up to the first presence of green tissue.

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Almonds, Apricots, Cherries**, Nectarines**, Peaches** Plums, and Prunes (See Note) **The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic in: •Cherries, when applied after Green Tip •Peaches/Nectarines when applied after Calyx Red as referenced on a Cooperative Extension Bud Chart.	Aphids (eggs of) Insects (certain other scale) Scale, (Black, Brown Apricot, European Fruit Lecanium, Frosted, Italian Pear, Oleander, Olive [Parlatoria Scale], Parthenolecanium Soft, Putnam, San Jose, Soft Brown) Powdery Mildew Mites (Red Spider)	1 ½ to 4 gallons	NOTE: For plums and prunes, spray only during the delayed dormant period. Oil sensitive varieties of plums (such as, but not limited to, Moyer or Queen Ann) may develop dead limbs or scaffolds, which will reduce yield. DO NOT exceed 8 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Apples** **The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic when applied after ½" Green Tip.	Aphids, Mealybug, Mite Eggs (Red, Brown), Mites (Rust), Scale (San Jose)	1 to 4 gallons	For delayed dormant use only. Do not exceed 8 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Figs	Mealybug, Mites, Scale	1 to 3 gallons	DO NOT exceed 6 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.
Grapes	Mealybug	See Note	For dormant use only up to bud break. NOTE: Use 2 to 6 gallons in 200 to 300 gallons of water per acre. Do not make more than 2 sequential applications within a 30-day time period.
Kiwis	Scale (Greedy, Latania, Oleander, San Jose)	4 to 6 gallons	Use 4 to 6 gallons of this product in a minimum of 100 gallons of water per acre. Use 6 gallons of this product per 100 gallons of water when scale populations are high.
Pears** **The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic when applied after Blossom Bud.	Aphids (eggs of), Mites (Blister), Mite Eggs (Brown, Red Spider), Pear Psylla, Scale (Italian Pear, San Jose), Synergist for Pear Psylla insecticides, Pear Psylla Egg Deposition (delay of)	1 to 4 gallons	DO NOT exceed 8 gallons of this product per acre. If two applications of oils are used at dormant and delayed dormant stages, then reduce the oil rates to 1 gallon of this product per 100 gallons of water. Use a minimum spray volume of 100 gallons/acre.
Pecans	Aphid (eggs), Mite (eggs), Scale	2 to 3 gallons	Use 200 gallons of water/acre. Use 2 gallons of this product/100 gallons of water when trees are in a weakened condition. Apply from late February until buds first break. DO NOT exceed 8 gallons of this product/acre.
Pistachio	Aphids (eggs of), Mites (Red Spider), Scale (Black, Brown Apricot, European Fruit Lecanium, Frosted, Italian Pear, Oleander, Olive [Parlatoria], Parthenolecanium, Soft, Putnam, San Jose, Soft Brown), Powdery Mildew, Scale Insects (certain other)	1 ½ to 4 gallons	DO NOT exceed 8 gallons of this product per acre. Use a minimum spray volume of 100 gallons/acre.

FOLIAR APPLICATIONS - CONCENTRATE SPRAYS

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Almonds, Apricots, Cherries**, Nectarines**, Peaches**, Pistachio, Plums, Prunes	Borer (Peach Twig), Mites (Brown, European Red, Pacific Spider, Two- Spotted), Powdery Mildew	1 to 3 gallons	For summer use with concentrate sprayers, apply this product in 25 to 200 gallons of water per acre. Do not apply to trees lacking adequate moisture. On young trees and susceptible varieties, use 1 gallon of this product per acre. Special precautions should be used with summer oil applications because they have greater potential for plant and fruit damage than pre-bloom applications. This product may be applied by air in 3 to 20 gallons of water per acre.
Apples**	Codling Moth, Mites (Orchard), Powdery Mildew, San Jose Scale*	1 to 3 gallons	For summer use with concentrate sprayers, apply this product in 80 to 100 gallons of water per acre. On young trees and susceptible varieties, use 1 gallon of this product per acre. Special precautions should be used with summer oil applications because they have greater potential for plant and fruit damage than pre-bloom applications. This product may be applied by air in 3 to 20 gallons of water per acre. *If San Jose Scale is a moderate to severe problem, use dilute application.
Avocados	Mites (Avocado brown, Prace), Thrips	4 to 15 gallons	Use in 50 to 100 gallons of water. When the application of oil is more than 2% v/v concentration, treat and observe a small test area, and allow enough time for symptoms to appear before continuing to spray. For aerial applications use 1 to 6 gallons of oil per acre in 10 gallons of water per acre.
Citrus: Grapefruit, Lemons, Limes, Oranges (Navel and Valencia), Tangerines and Tangelos and other citrus hybrids	Mites (Citrus Red)	5 to 15 gallons	Apply this product as a concentrate spray application (mist sprayer) in 50 to 100 gallons water per acre. Apply to Valencia oranges only during the period from mid-July through August. Do not apply to lemons within 60 days of harvest. Concentrate spray applications require the spray droplets be discharged into an air stream pattern of high velocity (above 100 mph) and with sufficient volume to carry the spray through the tree. Ground speed should not exceed 1 ½ mph. Use only equipment capable of applying concentrate spray.
Grapes	Mealybug	¼ to 6 gallons	For (post harvest) Fall spray use only. Use a minimum spray volume of 25 gallons/acre. Do not make more than 2 sequential applications within a 30-day time period.
Grapes (table)	Mites (summer use), Powdery Mildew	¼ to 2 gallons	DO NOT exceed 2 gallons of this product per acre during summer applications. Do not apply this product within 30 days of any sulfur application. Do not make more than 2 sequential applications within a 30-day time period. Do not apply from bud break to harvest. Use a minimum spray volume of 25 gallons/acre.
Grapes (raisin, wine)	Mites (summer use), Powdery Mildew	¼ to 2 gallons	DO NOT exceed 2 gallons of this product per acre during summer applications. Do not apply this product within 10 days of any sulfur application. Do not make more than 2 sequential applications within a 30-day time period. Do not apply from bud break to harvest. Use a minimum spray volume of 25 gallons/acre.
Olives	Mites, Scale	4 to 8 gallons	Use in 50 to 100 gallons of water. When the application of oil is more than 2% v/v concentration, treat and observe a small test area, allow enough time for symptoms to appear before continuing to spray. For aerial applications, use 1 to 6 gallons of oil per acre in 10 gallons of water per acre.
Pears**	Codling Moth, Mites (Orchard), San Jose Scale*, Synergist for Pear Psylla insecticides	1 to 3 gallons	For summer use with concentrate sprayers. DO NOT exceed 4 gallons of this product per acre. Apply this product in 80 to 200 gallons of water per acre. On young trees and susceptible varieties, use 1 gallon of product per acre. Special precautions should be used with summer oil applications, because they have greater potential for plant and fruit damage than pre-bloom applications. *If San Jose Scale is a moderate to severe problem, use dilute application.
Walnuts	Mites (Red Spider), Scale (European Fruit, Frosted [summer stages], San Jose*, Soft Shelled)	1 gallon	Apply this product during the late spring to mid-summer only. Do not apply after husk split. Use a minimum spray volume of 25 gallons/acre. *If San Jose Scale is a moderate to severe problem, use dilute application.

**Idaho, Oregon and Washington: Post Harvest Fall applications with any sulfur product must be made when temperatures are at, or below, 80°F.

DORMANT OR DELAYED DORMANT* - CONCENTRATE SPRAYS

*DELAYED DORMANT: California Only – Delayed dormant is defined as the growth stage up to the first presence of green tissue.

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Almonds, Apricots, Cherries**, Nectarines**, Peaches** (See Note) **The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic in: •Cherries-when applied after Green Tip •Peaches/Nectarines-when applied after Calyx Red as referenced on a Cooperative Extension Bud Chart.	Borer (Peach Twig), Mite Eggs, Powdery Mildew Scale (Brown Apricot, Olive [Parlatoria], Parthenolecanium, Soft, San Jose*, Walnut)	3 to 6 gallons	For dormant or delayed dormant use only. Apply this product in 25 to 200 gallons of water per acre. Do not apply to trees lacking adequate moisture. NOTE: Do not apply to oil sensitive varieties because phytotoxicity to buds and new wood may result. *If San Jose Scale is a moderate to severe problem, use dilute application.
Apples** ** The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic when applied after 1/2" Green Tip.	Aphid (eggs of) Mealybug Mite (European Red, Brown) Scale Eggs (Italian Pear) Scale (San Jose*)	2 to 6 gallons	Apply this product in 25 to 200 gallons of water per acre. NOTE: Do not apply to oil sensitive varieties because phytotoxicity to buds and new wood may result. *If San Jose Scale is a moderate to severe problem, use dilute application.
Bushberries and Caneberries, including blackberry, blueberry, boysenberry, red and black raspberry, evergreen blackberry, kotata blackberry	Mites, Powdery Mildew, Rust	1 to 2 gallons	Use a minimum of 50 gallons water per acre. Do not exceed 2% v/v solution.
Grapes	Mealybug	2 to 6 gallons	For dormant use, use only up to bud break. Use a minimum spray volume of 25 gallons/acre. Do not make more than 2 sequential applications within a 30-day time period.
Pears**	Mealybug, Mite Eggs (European Red, Brown), Pear Psylla, Pear Psylla Egg Deposition (Delay of), Scale (San Jose*), Synergist for Pear Psylla insecticides	4 to 6 gallons	Apply this product in 40 to 200 gallons of water per acre. NOTE: Do not apply to oil sensitive varieties because phytotoxicity to buds and new wood may result. *If San Jose Scale is a moderate to severe problem, use dilute application.
Pears** (Washington Only)	Pear Psylla	3 to 4 gallons by air	For dormant use only. Apply by air in sufficient water to make a minimum of 10 gallons of dilute spray per acre.
**The use of BVA Spray 13E, when combined with sulfur products, may be phytotoxic when applied after Blossom Bud			
Pecans	Aphid (eggs), Mite (eggs), Scale	6 to 8 gallons	Use 20 to 125 gallons water per acre. Use 6 gallons of product per acre when trees are in a weakened condition. Apply from late February until buds first break.
Pistachio	Borer (Peach Twig) Mite Eggs Powdery Mildew Scale (Brown Apricot, Olive, [Parlatoria], Parthenolecanium, Soft Scale, San Jose*)	3 to 6 gallons	Apply this product in 25 to 200 gallons of water per acre. Do not apply to trees lacking adequate moisture. NOTE: Do not apply to oil sensitive varieties because phytotoxicity to buds and new wood may result. *If San Jose Scale is a moderate to severe problem, use dilute application.
Plums, Prunes (see note)	Aphid Eggs (Plum, Other), Mite Eggs (Brown, European Red), Scale (Black, Brown Apricot, Mealy Plum, Olive, [Parlatoria], San Jose*)	3 to 5 gallons	Apply this product in 40 to 125 gallons of water per acre. NOTE: For plums and prunes, spray only during the delayed dormant period. Oil sensitive varieties of plums (such as, but not limited to, Mover or Queen Ann) may develop dead limbs or scaffolds, which will reduce yield. *If San Jose Scale is a moderate to severe problem, use dilute application.

DORMANT OR DELAYED DORMANT* - CONCENTRATE SPRAYS (continued)

*DELAYED DORMANT: California Only – Delayed dormant is defined as the growth stage up to the first presence of green tissue.

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Ornamentals and Shade Trees, including Apple, Birch, Conifers (see NOTE), Dogwood, Flowering Cherry, Flowering Peach, Hawthorn, Holly, Magnolia, Maple, Oak, Privet, Pyracantha, Sycamore	Mites (Spider) Mite Eggs (Spider) Scale (Black, Brown Apricot, Oyster Shell, San Jose*, Soft Brown)	1 to 2 gallons	Use 1 gallon of product per acre for non-deciduous trees. NOTE: Application to Blue Spruce may cause discoloration. Do not use on conifers or ferns not tolerant to oil sprays. For the listed crops, make a test application on a small number of plants to test for oil sensitivity prior to making a commercial application to the entire crop. Allow a sufficient rain event to precede or follow either an herbicide or propargite application before applying this product. Do not spray on freshly sheared or pruned needles, foliage or plant materials. For aerial application use 1 to 2 gallons of this product per acre in a minimum of 10 gallons of water per acre. *If San Jose Scale is a moderate to severe problem, use dilute application.

CHRISTMAS TREES

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Christmas Trees** (For Winter Use Only)	Mites, (Spider) Scale (Hard, Immature Stage) Scale (Soft, Immature Stage)	¼ to ¾ gallons	Use 1/4 gallon (1 qt.) of product per 100 gallons of water for more sensitive plants. For concentrate spray, apply this product within the specified range of rates in 40 to 100 gallons of water per acre. For dilute spray, apply this product within the specified range of rates in 100 to 400 gallons of water per acre. DO NOT exceed 3/4 gallon of this product per acre. Do not spray when freeze is anticipated. Do not apply this product within 15 days of any sulfur application.

**This product removes the glaucous (blue) bloom from evergreens such as Colorado Blue Spruce and Koster Spruce. Before using this product on certain plants, a
test spray to determine effects should be performed on sensitive varieties, such as Chamaecyparis, Cryptomeria, Douglas Fir, Japanese Holly, Juniper, Red Cedar,
Spruce and some true Fir species.

SEED CROP USES

Crop	Pest	BVA Spray 13E per 100 gallons of water	Further Use Instructions
Alfalfa (Seed Alfalfa Only)	Mites (Spider)	¼ gallon	Apply this product in 20 to 30 gallons of water by ground application or 10 to 15 gallons of water by air.
Grasses grown for seed	Powdery Mildew	¼ to ¾ gallons	Apply this product in 20 to 30 gallons of water by ground application or in 10 to 15 gallons of water by aerial application.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a cool, dry locked place out of the reach of children.

PESTICIDE DISPOSAL: Pesticide, or rinse solution that cannot be used according to label instructions must be disposed of according to applicable Federal, state, or
local procedures.

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 the 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 the mix tank or store rinsate for later disposal. Repeat this
procedure two more times. Then offer for recycling, if available. If recycling is not available, puncture container and dispose of it in a sanitary landfill or by other
approved State and local procedures.

TERMS

To the extent consistent with applicable laws, the seller's guarantee is limited to the terms on the label. The buyer accepts the product on these
conditions. Timing and method of applications, crop conditions, weather, and mixtures with chemicals in the use of this product are beyond the
control of the seller.

TANK MIXES

NOTICE: Tank mixing or use of this product with any other product which is not specifically and expressly authorized by the label shall be, to the extent consistent
with applicable laws, the exclusive risk of the user, applicator, and/or application advisor.

Read and follow the entire label of each product to be used in the tank mix with this product.

PRECAUTIONARY STATEMENTS
CAUTION

Harmful if swallowed. Avoid contact with eyes, skin and clothing. Wear goggles and chemical-resistant gloves. Avoid breathing spray, mists or vapors. Wash hands after using. Avoid contamination of food or food stuffs.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

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

- Long-sleeved shirt and long pants,
- Shoes plus socks, and
- Chemical-resistant gloves.

Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

ENGINEERING CONTROLS

Plots 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:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing/PPE if pesticide gets inside. Then, wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash outside of gloves before removing them. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, except as directed for use on this label. Aquatic organisms may be killed in waters where this product is used. Consult the State agency, with primary responsibility for regulating pesticides, before applying to public waters to determine if a permit is needed. Do not contaminate water when disposing of equipment washwater or rinsate. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas.

PHYSICAL AND CHEMICAL HAZARDS

Do NOT store, use, pour or spill near flames or excessive heat. In case of fire, use water spray, foam, CO₂, or dry chemical.

TERMS

To the extent consistent with applicable laws, the seller's guarantee is limited to the terms on the label. The buyer accepts the product on these conditions. Timing and method of applications, crop conditions, weather, and mixtures with chemicals in the use of this product are beyond the control of the seller.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a cool, dry, locked area out of the reach of children.

Do not store near excessive heat or open flame.

PESTICIDE DISPOSAL: Pesticide or pesticide waste rinse solution that cannot be used according to the label, must be disposed of according to applicable Federal, State, or local procedures 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 the mix tank. Fill the container \times 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 the mix tank or store rinsate for later disposal. Repeat this procedure two more times. Then offer for recycling, if available. If recycling is not available, puncture container and dispose of it in a sanitary landfill or by other approved State and local procedures.

BVA 2 MOSQUITO LARVICIDE OIL

ACTIVE INGREDIENT:	
Mineral Oil*	% BY WT.
Other Ingredients	97%.....3%
Total	100%

*Contains petroleum distillate

KEEP OUT OF REACH OF CHILDREN
CAUTION

	FIRST AID
If inhaled	<ul style="list-style-type: none">• Move person to fresh air.• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible.• Call a poison control center or doctor for further treatment advice.
If on skin or clothing	<ul style="list-style-type: none">• Take off contaminated clothing.• Rinse skin immediately with plenty of water for 15-20 minutes.• Call a poison control center or doctor for treatment advice.
If in eyes	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15-20 minutes.• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.• 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 swallowed	<ul style="list-style-type: none">• Have the product container or label with you when calling a poison control center, or doctor, or going for treatment. You may also contact CHEMTREC 1.800.424.9300 for emergency medical treatment information.
NOTE TO PHYSICIAN: This product contains petroleum distillate and may pose an aspiration pneumonia hazard.	

See left side panel for additional precautionary statements

DIRECTIONS FOR USE

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

Do not apply this product in a way that will contact adults, children, or pets, either directly or through drift. Do not allow adults, children, or pets to enter treated areas until sprays have dried.

BVA 2 Mosquito Larvicide may be used to control mosquito larvae in swamps, marshes, floodwater areas, drainage areas, storm sewer catch basins, waste treatment facilities, settling ponds, ditches, temporary rain pools and other man-made depressions containing stagnant water pools, including, abandoned swimming pools, fountains and ponds.

Apply **BVA 2 Mosquito Larvicide** at rates of 1-5 gallons per acre depending on how dense the vegetation and weeds may be. This product may be applied by the following methods: handgun or handwand sprayer and by air.

BVA 2 Mosquito Larvicide has a water-white clear color and is practically odorless.

DIRECTIONS FOR USE (continued)

BVA 2 Mosquito Larvicide does not depend on life-cycle time for effectiveness. As it kills by suffocation, mosquitoes do not develop resistance. When applied as directed this product does not leave a dark oily film.

SPRAY DRIFT MANAGEMENT

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

Wind Speed: Do not apply at wind speeds greater than 15 mph at the application site.

Temperature Inversions: If applying at wind speeds less than 3 mph, the applicator must determine if:

- a) conditions of temperature inversion exist, or
 - b) stable atmospheric conditions exist at or below nozzle height.
- Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Droplet Size: Apply as a medium or coarser spray (ASABE standard 572), and the minimum volume mean diameter (VMD) for spinning atomizer nozzles.

Ground Spray (Handgun or Handwand) Applications

Ground applications must be in compliance with the specifications indicated above regarding **Wind Speed**, **Temperature Inversions**, and **Droplet Size**. Apply using a nozzle height of no more than 4 feet above the ground, water surface, or crop canopy.

Aerial Applications

Aerial applications must be in compliance with the specifications indicated above regarding **Wind Speed**, **Temperature Inversions**, and **Droplet Size**.

Release Height: Do not release spray at a height greater than 10 feet above the ground, water surface, or the tops of plants that are to be sprayed.

Boom Length: The boom length must not exceed 75% of the wingspan or 90% of the rotor blade diameter.

Swath Adjustment: When applications are made with a cross-wind, the swath will be displaced downwind. The applicator must compensate for this displacement at the downwind edge of the application area by adjusting the path of the aircraft upwind. Leave at least one untreated swath at the downwind edge of the treated field.

TREATMENT RATES

Apply this product at rates of 1 to 5 gallons per acre (3 to 15 fl. oz. per 1000 sq. ft.) depending on water surface conditions and vegetative density. Use 1 to 2½ gallons per acre (3 to 7½ fl. oz. per 1000 sq. ft.) if trees are in green tip stage, vegetative cover is light and water is essentially clean.

To penetrate heavier or denser vegetative cover, or if water is substantially polluted, use 2½ to 5 gallons per acre (7½ to 15 fl. oz. per 1000 sq. ft.).

An average rate of 2½ to 3 gallons per acre (approximately 1 quart per 5000 sq. ft. (50'x100' area)), 7½ to 9 fl. oz. per 1000 sq. ft. or 2-4 teaspoons per 100 sq. ft. (10'x10' area) of water surface covers most conditions.

BVA Oils (a division of B-V Associates, Inc.)

29222 Trident Industrial Blvd.

New Hudson, MI 48165

800.231.3376

www.bva oils.com

REV042913

LOT#

See right side panel for remainder of **DIRECTIONS FOR USE** section

NET CONTENTS: _____

EPA Reg. No. 70589-1

EPA Est. No. 55206-MI-001



SAFETY DATA SHEET

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT

Product Name: BVA 2 Mosquito Larvicide Oil

Product Description: Mixture Highly Refined Mineral Oil Base Stock (oil) with Additives.

Intended Use: Larvicide Oil

COMPANY IDENTIFICATION

Supplier BVA Inc.
29222 Trident Industrial Blvd.
New Hudson, MI 48165 USA
+1-248-348-4920

Emergency telephone numbers USA – Chemtrec: 800-424-9300 All Others – Chemtrec: +1-703-527-3887

SECTION 2: HAZARDS IDENTIFICATION

Please see Section 3 and 15 for country specific classification information, and Section 11 for additional details.

HEALTH HAZARDS

Aspiration toxicant: Category 1.
Acute inhalation toxicant: Category 4.

Signal Word: Danger

GHS Symbol:



Health Hazards: May be fatal if swallowed and enters airways. Harmful if inhaled.

Precautionary Hazard - Response: IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician Do NOT induce vomiting.

Precautionary Hazard - Storage: Store locked up.

Precautionary Hazard - Disposal: Dispose of contents/container in accordance with applicable local/regional/national/international regulations.

Other

EU Classification:

Signal Word:

Danger

Risk Phrases:

R20: Harmful by inhalation.

R65: Harmful: may cause lung damage if swallowed.

Safety Phrases:

S2: Keep out of the reach of children.

S62: If swallowed do not induce vomiting: seek medical advice immediately and show this container or label.

This information is based on test data from similar products. This product is not formulated to contain ingredients which have exposure limits established by regulatory agencies. It is not hazardous to health as defined by the European Union Dangerous Substances / Preparations Directives. Low order of toxicity. Excessive exposure may result in eye, skin, or respiratory irritation. High-pressure injection under skin may cause serious damage.

Note : *This information is based on test data from similar products.*

This product is not formulated to contain ingredients which have exposure limits established by regulatory agencies. It is not hazardous to health as defined by the European Union Dangerous Substances/Preparations Directives. Low order of toxicity.

Product Name: BVA 2 Mosquito Larvicide Oil

Revision Date: 7 February 2015

Page 2 of 8

GHS and other international



Excessive exposure may result in eye, skin, or respiratory irritation. High-pressure injection under skin may cause serious damage.

This material should not be used for any other purpose than the intended use in Section 1 without expert advice. Health studies have shown that chemical exposure may cause potential human health risks which may vary from person to person.

Chemical Name: Mixture	CAS #	Percent (% wt)
The base oil may be a mixture of the Following: 1) Hydrotreated Distillate, Heavy Paraffin 2) Hydrotreated Distillate, Light Paraffin 3) Hydrotreated Neutral Oil 4) White Mineral Oil	The base oil may be a mixture of the Following CAS#s: 64742-54-7, 64742-55-8 72623-87-1 8042-47-5	>95%
Proprietary additives		<5%
None		

SECTION 4 : FIRST AID MEASURES

Inhalation:	Remove from further exposure. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, assist ventilation with a mechanical device or use mouth-to-mouth resuscitation.
Skin:	Wash with soap and water. Remove and launder contaminated clothing before reuse. If irritation develops get medical attention.
Eye :	Flush thoroughly with water. If irritation occurs, get medical assistance.
Ingestion:	First aid is normally not required. Seek medical attention if discomfort occurs.

SECTION 5 : FIRE FIGHTING PROCEDURES

EXTINGUISHING MEDIA	Appropriate Extinguishing Media: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish flames. Inappropriate Extinguishing Media: Straight streams of water				
FIRE FIGHTING	Fire Fighting Instructions: Evacuate area. Prevent run-off from fire control or dilution from entering streams, sewers or drinking water supply. Fire-fighters should use standard protective equipment and in enclosed spaces, self-contained breathing apparatus (SCBA). Use water spray to cool fire exposed surfaces and to protect personnel. Hazardous Combustion Products: Smoke, Fume, Carbon Monoxide, Aldehydes,				
FLAMMABILITY PROPERTIES	Flash Point ASTM D92 (open cup typical) <table><tr><td>Larv 2</td><td>180 (356)</td></tr></table>		Larv 2	180 (356)	Flammable Limits (Approximate volume % in air): LEL: N/D UEL: N/D Autoignition Temperature: N/D
Larv 2	180 (356)				

SECTION 6 : SPILL OR LEAK HANDLING PROCEDURES

SPILL MANAGEMENT	Land Spill: Stop leak if you can do so without risk. Recover by pumping or with suitable absorbent. Water Spill: Stop leak if you can do so without risk. Confine the spill immediately with booms. Warn other shipping. Remove from the surface by skimming or with suitable absorbents. Seek the advice of a specialist before using dispersants. Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted. Note: Local regulations may prescribe or limit action to be taken.
ENVIRONMENTAL PRECAUTIONS	Large Spills: Dyke far ahead of liquid spill for later recovery and disposal. Prevent entry into waterways, sewers, basements or confined areas.



SECTION 7 : HANDLING AND STORAGE	
HANDLING	Prevent small spills and leakage to avoid slip hazard. Static Accumulator: This material is a static accumulator.
STORAGE	Do not store in open or unlabeled containers.

SECTION 8 : EXPOSURE CONTROLS / PERSONAL PROTECTION	
Exposure limits/standards for materials that can be formed when handling this product: When mists / aerosols can occur, the following are recommended: 5 mg/m ³ - ACGIH TLV, 10 mg/m ³ - ACGIH STEL.	
Note: Information about recommended monitoring procedures can be obtained from the relevant agency(ies)/institute(s)	
ENGINEERING CONTROLS	The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Control measures to consider: No special requirements under ordinary conditions of use and with adequate ventilation
PERSONAL PROTECTION	Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.
Respiratory Protection:	Respiratory Protection: If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include: No special requirements under ordinary conditions of use and with adequate ventilation. For high airborne concentrations, use an approved supplied-air respirator, operated in positive pressure mode. Supplied air respirators with an escape bottle may be appropriate when oxygen levels are inadequate, gas/vapour warning properties are poor, or if air purifying filter capacity/rating may be exceeded.
Hand Protection:	Any specific glove information provided is based on published literature and glove manufacturer data. Glove suitability and breakthrough time will differ depending on the specific use conditions. Contact the glove manufacturer for specific advice on glove selection and breakthrough times for your use conditions. Inspect and replace worn or damaged gloves. The types of gloves to be considered for this material include: No protection is ordinarily required under normal conditions of use.
Eye Protection:	If contact is likely, safety glasses with side shields are recommended.
Skin and Body Protection:	Any specific clothing information provided is based on published literature or manufacturer data. The types of clothing to be considered for this material include: No skin protection is ordinarily required under normal conditions of use. In accordance with good industrial hygiene practices, precautions should be taken to avoid skin contact.
Specific Hygiene Measures	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. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.
ENVIRONMENTAL CONTROLS	See Sections 6, 7, 12, 13.

SECTION 9 : PHYSICAL & CHEMICAL PROPERTIES	
Typical physical and chemical properties are given below. Consult the Supplier in Section 1 for additional data.	
General Information	HEALTH, SAFETY, AND ENVIRONMENTAL INFORMATION
Physical State	Liquid
Color	Clear colorless to pale yellow
Odor	Characteristic
Odor Threshold	ND
OTHER INFORMATION	
Density at 20°C	0.856 - 0.862
Flash Point typical °C (°F)	>160 (320) See Section 5
Flammable Limits	LEL: N/D UEL: N/D
Autoignition Temperature:	ND
Boiling Point °C (°F)	>200 °C
Vapor Density (Air=1)	NA



Pour Point °C (°F)	-40 (-40) or below	Vapor Pressure	< 0.013 kPa (0.1 mm Hg) at 20°C
Freezing Point	ND	Evaporation Rate (N-Butyl Acetate = 1):	ND
Viscosity are +/- 10%			
Viscosity	cSt at 40°C	Solubility in Water	Nil
Larv 2	10 - 13	Oxidizing Properties	See Sections 3, 15, 16.

SECTION 10 : STABILITY & REACTIVITY

STABILITY:	Material is stable under normal conditions.
CONDITIONS TO AVOID:	Excessive heat. High energy sources of ignition.
MATERIALS TO AVOID:	Strong oxidizers
HAZARDOUS DECOMPOSITION PRODUCTS:	Material does not decompose at ambient temperatures.
HAZARDOUS POLYMERIZATION:	Will not occur.

SECTION 11: TOXICOLOGICAL INFORMATION

ACUTE TOXICITY

Potential acute health effects

- Inhalation : No known significant effects or critical hazards.
- Ingestion : No known significant effects or critical hazards.
- Skin contact : No known significant effects or critical hazards.
- Eye contact : No known significant effects or critical hazards.

PRODUCT

Route of Exposure

INHALATION

Toxicity: LC50 > 5000 mg/m3
Irritation: No end point data.

Conclusion / Remarks

Minimally Toxic. Based on test data for structurally similar materials. Negligible hazard at ambient/normal handling temperatures. Based on assessment of the components.

INGESTION

Toxicity: LD50 > 5000 mg/kg

Minimally Toxic. Based on test data for structurally similar materials.

Skin

Toxicity: LD50 > 5000 mg/kg
Irritation: Data available.

Minimally Toxic. Based on test data for structurally similar materials. Negligible irritation to skin at ambient temperatures. Based on test data for structurally similar materials.

Eye

Irritation: Data available.

May cause mild, short-lasting discomfort to eyes. Based on test data for structurally similar materials.

CHRONIC/OTHER EFFECTS

For the product itself:

Repeated and/or prolonged exposure may cause irritation to the skin, eyes, or respiratory tract.

Base oil severely refined: Not carcinogenic in animal studies. Representative material passes IP-346, Modified Ames test, and/or other screening tests. Dermal and inhalation studies showed minimal effects; lung non-specific infiltration of immune cells, oil deposition and minimal granuloma formation. Not sensitizing in test animals.

CARCINOGENIC EFFECTS:

Contains no carcinogens. Similar compounds essentially non-toxic. No component of this product at levels greater than 0.1% is identified as a carcinogen by ACGIH or the International Agency for Research on Cancer (IARC). No component of this product present at levels greater than 0.1% is identified as a carcinogen by the U.S. National Toxicology Program (NTP) or the U.S.

Product Name: BVA 2 Mosquito Larvicide Oil

Revision Date: 7 February 2015

Page 5 of 8

GHS and other international



Occupational Safety and Health Act (OSHA), NTP or IARC.

Although there is no specific test data on all the base oil components, the mineral base oil would not be expected to exhibit carcinogenic potential based on what is known of the toxicity of mineral base oils in general.

The DMSO extract by IP 346 of the oil is less than 3%. (Typical 0.2% with Maximum 0.5%) Consequently it is not classified as a carcinogen.

The base oil in this product is severely hydro-treated by all hydro-processing route. By this refining history would be showed no evidence of carcinogenic potential.

MUTAGENIC EFFECTS: No component of this product at levels greater than 0.1% is classified by established regulatory criteria as a mutagen.

TERATOGENIC EFFECTS/DEVELOPMENTAL TOXICITY: No component of this product at levels greater than 0.1% is classified by established regulatory criteria as teratogenic or embryotoxic.

REPRODUCTION TOXICITY: No component of this product at levels greater than 0.1% is classified by established regulatory criteria as a reproductive toxin.

Additional information is available by request.

OVER – EXPOSURE SIGNS/SYMPTOMS

Skin	No known significant effects or critical hazards.
Ingestion	No known significant effects or critical hazards.
Inhalation	No known significant effects or critical hazards.

SECTION 12 : ECOLOGICAL INFORMATION

The information given is based on data available for the material, the components of the material, and similar materials.

ECOTOXICITY

Material – Not expected to be harmful to aquatic organisms.

MOBILITY

Base oil component – Low solubility and floats and is expected to migrate from water to the land.

Expected to partition to sediment and wastewater solids.

PERSISTENCE AND DEGRADABILITY

Biodegradation:

Base oil component – Expected to be inherently biodegradable

BIOACCUMULATION POTENTIAL

Base oil component – Has the potential to bioaccumulate, however metabolism or physical properties may reduce the bioconcentration or limit bioavailability.

ECOLOGICAL DATA

Data for Highly Refined Severely Hydrotreated Base oil for similar materials

TEST	Duration	Organism Type	Test Results
Aquatic - Chronic Toxicity	21 day(s)	Water Flea	NOELR 1.05 mg/l: data for similar materials
	7 days	Fish	NOEC: > 5000mg/L (IUCLID Dataset)
	7 days	Aquatic Invertebrates,	NOEC: > 5000mg/L (IUCLID Dataset)

Care should be taken to minimize release of this product into the environment

Product Name: BVA 2 Mosquito Larvicide Oil

Revision Date: 7 February 2015

Page 6 of 8

GHS and other international



Environmental Fate & Distribution	No Data Available	Other Typical (not a specification)	
Persistence & Degradation Toxicity	No Data Available	Acute Toxicity to Fish:	No Data Available
Effect on Effluent Treatment	Product may be partially removed in biological treatment processes.	Effect Concentration on Algae:	No Data Available
		Ready Biodegradability:	No Data Available
		Respiration Inhibition:	No Data Available
		Adsorption/Desorption:	No Data Available
		Abiotic Degradability-Hydrolysis :	Not measurable

SECTION 13 : DISPOSAL CONSIDERATIONS

Disposal recommendations based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

DISPOSAL RECOMMENDATIONS

Product is suitable for burning in an enclosed controlled burner for fuel value or disposal by supervised incineration at very high temperatures to prevent formation of undesirable combustion products.

REGULATORY DISPOSAL INFORMATION

European Waste Code: 13 01 10

NOTE: These codes are assigned based upon the most common uses for this material and may not reflect contaminants resulting from actual use. Waste producers need to assess the actual process used when generating the waste and its contaminants in order to assign the proper waste disposal code(s).

This material is considered as hazardous waste pursuant to Directive 91/689/EEC on hazardous waste, and subject to the provisions of that Directive unless Article 1(5) of that Directive applies.

Empty Container Warning Empty Container Warning (where applicable): Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.

SECTION 14 : TRANSPORT INFORMATION

LAND (ADR/RID) : Not Regulated for Land Transport

INLAND WATERWAYS (ADNR) : Not Regulated for Inland Waterways Transport

SEA (IMDG) : Not Regulated for Sea Transport according to IMDG-Code

AIR (IATA) : Not Regulated for Air Transport

US DOT Classification: Not Regulated Marine Pollutant: Not a Pollutant Special Provisions for transport: None Identified	ICAO/IATA Classification Proper shipping name: Not regulated IATA Class UN number: Not regulated. Packing Group: Not regulated.
ADR/RID Classification UN number: Not regulated. Proper shipping name: Not regulated. ADR/RID Class: Not regulated. Packing Group: Not regulated.	IMO/IMDG Classification Proper shipping name: Not regulated IMDG Class: Not regulated UN number: Not regulated. Packing Group: Not regulated. Marine Pollutant: Not pollutant.

USA: No special warning labels are required under OSHA 29CFR 1910.1200. OSHA hazard warnings are not applicable for this product; therefore no OSHA Warnings would appear on the label. No EPA hazard classification code.

SECTION 15: Regulatory Information Product Component Ingredients

Europe

Material is not dangerous as defined by the EU Dangerous Substances/Preparations Directives.



EU LABELING: Not regulated according to EC Directives Material is not dangerous as defined by the EU Dangerous Substances/Preparations Directives.

Classification and labeling have been performed according to EU Directives 67/548/EEC, 1999/45/EC and 2001/58/EC (including amendments) and the intended use.
- Consumer applications.

United States

EPA SARA Title III Chemical Listings

Section 302 Extremely Hazardous Substances: None.

Section 304 CERCLA Hazardous Substances: None.

SARA 311/312 CATEGORIES:

1. Immediate (Acute) Health Effects: YES
2. Delayed (Chronic) Health Effects: NO
3. Fire Hazard: NO
4. Sudden Release of Pressure Hazard: NO
5. Reactivity Hazard: NO

OSHA HAZARD COMMUNICATION STANDARD: When used for its intended purposes, this material is not classified as hazardous in accordance with OSHA 29 CFR 1910.1200.

Canada

WHMIS (Canadian Workplace Hazardous Materials Information System)

This product when tested as a whole is not a controlled substance within the meaning of the Hazardous Products Act.

Germany: Water Hazardous Class (WGK): 1 (low hazard to water)

NATIONAL LEGISLATION / REGULATIONS

Ozone depleting chemicals: No ozone depleting chemicals are present or used in manufacture.

REGULATORY STATUS AND APPLICABLE LAWS AND REGULATIONS

Complies with the following national/regional chemical inventory requirements: , DSL, ENCS, TSCA
Special:

Inventory	Status
AICS	All components are listed or exempted.
ELINCS	Restrictions Apply
IECSC	All components are listed or exempted.
KECI	All components are listed or exempted.
PICCS	All components are listed or exempted.

Detail	
U.S. Regulations	US INVENTORY (TSCA 8b): Listed on inventory. SARA Title III Section 302 Extremely Hazardous Substances (40 CFR Part 355):: This product is not regulated under Section 302 of SARA and 40 CFR Part 355. SARA Title III Sections 311/312 Hazardous Categorization (40 CFR Part 370):: Defined as Immediate (Acute) Health Effects by OSHA under 29 CFR 1910.1200(d). SARA 313 toxic chemical notification and release reporting: No products were found. CERCLA Sections 102a/103 Hazardous Substances (40 CFR Part 302.4):: This material is not regulated under CERCLA Sections 103 and 107.
State Regulations	No products were found. California prop. 65: No products were found

SECTION 16: OTHER INFORMATION

This product safety data sheet was prepared in compliance Conforms to HazCom 2012/United States. Certain elements refer to Commission Directive 2001/58/EC , 91/155/EEC, 67/548/EEC and 1999/45/EC for reference, as well as their relevant amendments, on the approximation of laws, regulations and administrative provisions relative to the classification, packaging and labeling of dangerous substances and preparations.

Product Name: BVA 2 Mosquito Larvicide Oil

Revision Date: 7 February 2015

Page 8 of 8

GHS and other international



History

17 September 2011 – minor organization update toward GHS format

21 –March 2014 – moved NFPA and HMIS to section 16 for GHS update in format

Date of issue: 7- March 2015

ATE = Acute Toxicity Estimate

BCF = Bioconcentration Factor

GHS = Globally Harmonized System of Classification and Labelling of Chemicals

IATA = International Air Transport Association

IBC = Intermediate Bulk Container

IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient

MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)

UN = United Nations

N/D = Not determined, N/A = Not applicable

KEY TO THE RISK CODES CONTAINED IN SECTION 2 AND 3 OF THIS DOCUMENT (for information only):

EU

Risk Phrases:

R20: Harmful by inhalation.

R65: Harmful: may cause lung damage if swallowed.

Safety Phrases:

S2: Keep out of the reach of children.

S62: If swallowed do not induce vomiting: seek medical advice immediately and show this container or label.

U.S.A. Hazardous Material Information System and National Fire Protection Association (U.S.A.)

Degree of Hazard	NFPA		HMIS		HAZARD RATINGS
Health	1		1	0	Insignificant
Fire	1		1	1	Slight
Reactivity	0		0	2	Moderate
Personal Protection			B	3	High

The information and recommendations contained herein are, to the best of our knowledge and belief, accurate and reliable as of the date issued. You can contact us to insure that this document is the most current available. The information and recommendations are offered for the user's consideration and examination. It is the user's responsibility to satisfy itself that the product is suitable for the intended use. If buyer repackages this product, it is the user's responsibility to insure proper health, safety and other necessary information is included with and/or on the container. Appropriate warnings and safe-handling procedures should be provided to handlers and users. Alteration of this document is strictly prohibited. Except to the extent required by law, re-publication or retransmission of this document, in whole or in part, is not permitted.



DeltA[®]Gard

INSECTICIDE

FOR WIDE AREA MOSQUITO CONTROL OR FLY AND MOSQUITO CONTROL. 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.

- Provides Quick Knockdown and Effective Control of Mosquitoes, Flies, Gnats, and Non-Biting Midges
- A FFAST™ Formulation
- May be Applied Undiluted or Diluted in Water

ACTIVE INGREDIENT:

Deltamethrin

OTHER INGREDIENTS:

TOTAL:

Contains 0.17 pounds of Deltamethrin per gallon

EPA Reg. No. 432-1634

PARA EL USUARIO: Si usted no lee inglés, no use este producto hasta que la etiqueta le haya sido explicada ampliamente.

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

KEEP OUT OF REACH OF CHILDREN
CAUTION

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



Net Contents
30 Gallons
(113.6 Liters)
SKU# 85765620
86300494A 171115AV1

Adult Mosquitoes



FIRST AID	
If swallowed	<ul style="list-style-type: none">• Call a poison control center or doctor for treatment advice.• Have person sip a glass of water if able to swallow.• Do not induce vomiting unless told to do so by a poison control center or doctor.• Do not give anything to an unconscious person.
If in eyes	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15-20 minutes.• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing.• Call a poison control center or doctor for immediate treatment advice.
Have the product container or label with you when calling a poison control center or doctor or going for treatment.	

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

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

Personal Protective Equipment (PPE)

Mixers, loaders, applicators and other handlers must wear:

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

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.

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.

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 or 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.

When used for mosquito adulticiding:

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.

When applied outdoors for fly control:

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.

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, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

SHAKE OR AGITATE THOROUGHLY BEFORE USE: Product (either diluted or undiluted) must be thoroughly agitated before use. Avoid prolonged storage of excess formulation in application equipment.

NOTICE: This concentrate is for dilution with water only; it cannot be diluted in oil.



(continued from front label)

APPLICATION INSTRUCTIONS

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

WIDE AREA AND SPACE SPRAY APPLICATION FOR MOSQUITO CONTROL OVER NON-CROP AREAS

During any three day period do not apply more than 0.00134 lb a.i./A. Do not make more than 25 applications per site per year at the high rate of 0.00134 lb a.i./A. More frequent applications and more than 25 applications per site may be made to prevent or control a threat to public health or to control a pest. Apply this product with ULV sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

85765620
86236260A

171115AV1

the insecticide from the application equipment, and the vehicle speed. Examples are given in the following table:

Flow Rate based on a 300 foot swath width
(Fluid Ounces Per Minute)

Application Rate (lb deltamethrin/ Acre)	Vehicle Speed (MPH)	Undiluted	Diluted 1 + 1	Diluted 1 + 2	Diluted 1 + 3	Diluted 1 + 4
0.00045	5	1.01	2.02	3.03	4.04	5.05
	10	2.02	4.04	6.06	8.08	10.11
	15	3.03	6.06	9.10	12.13	15.16
0.00089	5	2.02	4.04	6.06	8.08	10.11
	10	4.04	8.08	12.13	16.17	20.21
	15	6.06	12.13	18.19	24.25	30.31
0.00134	5	3.03	6.06	9.10	12.13	15.16
	10	6.06	12.13	18.19	24.25	30.31
	20	12.13	24.25	36.52	48.69	60.86

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

When targeting orthopteran resistant or other difficult to control species of mosquitoes or flies use of the high label rate is recommended.

DROPLET SIZE DETERMINATION FOR AERIAL APPLICATION EQUIPMENT

Spray equipment must be adjusted so that 50% of the spray (the volume mean diameter, Dv 0.5) is less than 60 microns (Dv 0.5 < 60 µm) and that 90% of the spray is contained in droplets smaller than 175 microns (Dv 0.9 < 175 µm). The effects of flight speed and, for non-thermal ULV applications, droplet size spectrum must be considered. Directions from the manufacturer of the sprayer, pesticide registrant or test facility using a wind tunnel and laser-based measurement system must be followed. At least annually, confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

RELEASE HEIGHT

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 50 feet above the ground or canopy. Aerial application: Apply using a nozzle height of no less than 50 feet above the ground or canopy.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

such as face flies or blow flies. Spray equipment must be adjusted so that the volume median diameter (VMD) is between 8 - 30 microns (8µ < VMD ≤ 30µ) and that 90% of the spray is contained in droplets smaller than 175 microns (Dv 0.9 < 175 µm). The effects of flight speed and, for non-thermal ULV applications, droplet size spectrum must be considered. Directions from the manufacturer of the sprayer, pesticide registrant or test facility using a wind tunnel and laser-based measurement system must be followed. At least annually, confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

STORAGE AND DISPOSAL

Do not store in water, food, or feed. Do not use for storage or disposal. PESTICIDE STORAGE: Store upright at room temperature. Avoid exposure to extreme temperatures. Do not store in areas where children or animals can access. Do not store in areas where food, feed, or feed ingredients are stored. Do not store in areas where food, feed, or feed ingredients are stored.

CONTAINER HANDLING

Do not use for storage or disposal. PESTICIDE STORAGE: Store upright at room temperature. Avoid exposure to extreme temperatures. Do not store in areas where children or animals can access. Do not store in areas where food, feed, or feed ingredients are stored. Do not store in areas where food, feed, or feed ingredients are stored.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

IMPORTANT: READ BEFORE USE
Read the entire Directions for Use, Conditions, Disclaimer, Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.

Apply this product with hand-held, backpack, portable, and truck or aircraft mounted Ultra-Low Volume (ULV) sprayers or mist-blowers for wide area applications to control mosquitoes, ticks, and fleas. For use on residential areas, commercial areas, and public areas. Do not exceed 0.003 ounces of AI per acre per year to any site.



Produced for:
Bayer Environmental Science
P.O. Box 117
Research Triangle Park, NC 27709
Product of India

Bayer

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

1/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name DELTAGARD® INSECTICIDE

Product code (UVP) 81015694

SDS Number 102000025884

EPA Registration No. 432-1534

Relevant identified uses of the substance or mixture and uses advised against

Use Insecticide

Restrictions on use See product label for restrictions.

Information on supplier

Supplier Bayer Environmental Science
2 T.W. Alexander Drive
Research Triangle PK, NC 27709
United States

Responsible Department Email: SDSINFO.BCS-NA@bayer.com

Emergency telephone no.

Emergency Telephone Number (24hr/ 7 days) 1-800-334-7577

Product Information Telephone Number 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Skin sensitisation: Category 1B

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements

May cause an allergic skin reaction.

Precautionary statements

Avoid breathing mist and spray.

Contaminated work clothing should not be allowed out of the workplace.

Wear protective gloves.

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

2/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

IF ON SKIN: Wash with plenty of water/ soap.
If skin irritation or rash occurs: Get medical advice/ attention.
Specific treatment (see supplemental first aid instructions on this label).
Wash contaminated clothing before reuse.
Dispose of contents/container in accordance with local regulation.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Deltamethrin	52918-63-5	2.0
Trade Secret Ingredient(s)		1.35

Identity and specific percent composition of one or more Trade Secret materials is being withheld.

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms To date no symptoms are known.

Indication of any immediate medical attention and special treatment needed

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

3/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

Treatment Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended. There is no specific antidote.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable Water spray, Foam, Carbon dioxide (CO₂), Dry chemical

Unsuitable None known.

Special hazards arising from the substance or mixture Dangerous gases are evolved in the event of a fire.

Advice for firefighters

Special protective equipment for firefighters Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.

Further information Fight fire from upwind position. Keep out of smoke. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.

Flash point No data available

Auto-ignition temperature No data available

Lower explosion limit No data available

Upper explosion limit No data available

Explosivity Not applicable

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

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

Methods and materials for containment and cleaning up

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

Additional advice Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal.

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

4/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

Reference to other sections Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Use only in area provided with appropriate exhaust ventilation. Ensure adequate ventilation.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.

Conditions for safe storage, including any incompatibilities

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

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Components	CAS-No.	Control parameters	Update	Basis
Deltamethrin	52918-63-5	0.02 mg/m ³ (TWA)		OES BCS*

*OES BCS: Internal Bayer AG, Crop Science Division "Occupational Exposure Standard"

Additional advice

This product contains material which are Trade Secret and may have Occupational Exposure Limits.

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

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

Hand protection Chemical resistant nitrile rubber gloves

Eye protection Safety glasses with side-shields

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

5/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

Skin and body protection	Wear long-sleeved shirt and long pants and shoes plus socks.
General protective measures	Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	white
Physical State	emulsion
Odor	characteristic
Odour Threshold	No data available
pH	4.0 - 7.0 at 100 %
Vapor Pressure	No data available
Vapor Density (Air = 1)	No data available
Density	1.02 g/cm ³
Evaporation rate	No data available
Boiling Point	No data available
Melting / Freezing Point	No data available
Water solubility	dispersible
Minimum Ignition Energy	Not applicable
Decomposition temperature	Not applicable
Partition coefficient: n-octanol/water	No data available
Viscosity	135 - 500 cps
Flash point	No data available
Auto-ignition temperature	No data available
Lower explosion limit	No data available
Upper explosion limit	No data available
Explosivity	Not applicable

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

6/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	Not applicable
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	No data available
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes Inhalation, Ingestion, Eye contact

Immediate Effects

Eye Causes eye irritation.

Ingestion Harmful if swallowed.

Information on toxicological effects

Acute oral toxicity LD50 (Rat) 3,129 mg/kg

Acute inhalation toxicity LC50 (Rat) > 5.07 mg/l
Exposure time: 4 h
Determined in the form of liquid aerosol.

Acute dermal toxicity LD50 (Rabbit) > 5,000 mg/kg

Skin irritation No skin irritation (Rabbit)

Eye irritation Mild eye irritation. (Rabbit)

Sensitisation Sensitising (Mouse)
OECD Test Guideline 429, local lymph node assay (LLNA)

Assessment STOT Specific target organ toxicity – repeated exposure

Deltamethrin caused neurobehavioral effects and/or neuropathological changes in animal studies. The toxic effects of Deltamethrin are related to transient hyperactivity typical for pyrethroid neurotoxicity.

Assessment mutagenicity

Deltamethrin was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Deltamethrin was not carcinogenic in lifetime feeding studies in rats and mice.

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

7/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

ACGIH

None.

NTP

None.

IARC

Deltamethrin

52918-63-5

Overall evaluation: 3

OSHA

None.

Assessment toxicity to reproduction

Deltamethrin did not cause reproductive toxicity in a two-generation study in rats.

Assessment developmental toxicity

Deltamethrin caused developmental toxicity only at dose levels toxic to the dams. The developmental effects seen with Deltamethrin are related to maternal toxicity.

Further information

Only acute toxicity studies have been performed on the formulated product.
The non-acute information pertains to the active ingredient(s).

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish

LC50 (Oncorhynchus mykiss (rainbow trout)) 0.00091 mg/l
Exposure time: 96 h
The value mentioned relates to the active ingredient deltamethrin.

Toxicity to aquatic invertebrates

EC50 (Daphnia magna (Water flea)) 0.00056 mg/l
Exposure time: 48 h
The value mentioned relates to the active ingredient deltamethrin.

Toxicity to aquatic plants

EC50 (Algae) > 9.1 mg/l
Exposure time: 96 h
The value mentioned relates to the active ingredient deltamethrin.

Biodegradability

Deltamethrin:
Not rapidly biodegradable

Koc

Deltamethrin: Koc: 10240000

Bioaccumulation

Deltamethrin: Bioconcentration factor (BCF) 1,400
Does not bioaccumulate.

Mobility in soil

Deltamethrin: Immobile in soil

Environmental precautions

Do not allow to get into surface water, drains and ground water.
Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water.

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

8/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

Apply this product as specified on the label.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product	Dispose in accordance with all local, state/provincial and federal regulations.
Contaminated packaging	Do not re-use empty containers. Puncture container to avoid re-use. Dispose of empty container in a sanitary landfill or by incineration, or, if allowed by State/Provincial and local authorities, by burning. If burned, stay out of smoke. Follow advice on product label and/or leaflet.
RCRA Information	Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION

49CFR	Not dangerous goods / not hazardous material
IMDG	
UN number	3082
Class	9
Packaging group	III
Marine pollutant	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (DELTAMETHRIN SOLUTION)
IATA	
UN number	3082
Class	9
Packaging group	III
Environm. Hazardous Mark	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (DELTAMETHRIN SOLUTION)

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

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

9/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

SECTION 15: REGULATORY INFORMATION

This product contains material(s) which are Trade Secret and are on various Regulatory Lists. These material(s) are not listed below.

EPA Registration No. 432-1534

US Federal Regulations

TSCA list

None.

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

None.

SARA Title III - Section 302 - Notification and Information

None.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

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

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

US State Right-To-Know Ingredients

None.

Canadian Regulations

Canadian Domestic Substance List

None.

Environmental

CERCLA

None.

Clean Water Section 307 Priority Pollutants

None.

Safe Drinking Water Act Maximum Contaminant Levels

None.

EPA/FIFRA Information:

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

SAFETY DATA SHEET



DELTAGARD® INSECTICIDE

Version 3.0 / USA
102000025884

10/10
Revision Date: 04/05/2017
Print Date: 04/06/2017

Signal word: Caution!

Hazard statements: Harmful if swallowed.
Moderate eye irritation.
Avoid contact with skin, eyes and clothing.
Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 0 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 1 Flammability - 1 Physical Hazard - 0 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: The following sections have been revised: Section 2: Hazards Identification.
Section 3: Composition / Information on Ingredients.

Revision Date: 04/05/2017

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.



Altosid[®] XR

EXTENDED RESIDUAL BRIQUETS



A SUSTAINED RELEASE PRODUCT TO PREVENT ADULT MOSQUITO EMERGENCE
(INCLUDING THOSE WHICH MAY TRANSMIT WEST NILE VIRUS)

SPECIMEN LABEL

ACTIVE INGREDIENT:

(S)-Methoprene (CAS #65733-16-6))

(Dry Weight Basis): 2.1%

OTHER INGREDIENTS: 97.9%

Total. 100.0%

EPA Reg. No. 2724-421

EPA Est. No. 2724-TX-1

KEEP OUT OF REACH OF CHILDREN

CAUTION

SEE ADDITIONAL PRECAUTIONARY STATEMENTS

INTRODUCTION

ALTOSID[®] XR BRIQUETS are designed to release effective levels of (S)-Methoprene insect growth regulator over a period up to 150 days in mosquito breeding sites. Release of (S)-Methoprene insect growth regulator occurs by dissolution of the briquet. Soft mud and loose sediment can cover the briquets and inhibit normal dispersion of the active ingredient. The product may not be effective in those situations where the briquet can be removed from the site by flushing action.

ALTOSID[®] XR BRIQUETS prevent the emergence of adult mosquitoes including: *Anopheles*, *Culex*, *Culiseta*, *Coquillettidia*, and *Mansonia* spp., as well as those of the floodwater mosquito complex (*Aedes*, *Ochlerotatus*, and *Psorophora* spp.) from treated water. Treated larvae continue to develop normally to the pupal stage where they die.

NOTE: (S)-Methoprene insect growth regulator has no effect on mosquitoes which have reached the pupal or adult stage prior to treatment.

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS - CAUTION

Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

FIRST AID

Call a poison control center or doctor for treatment advice.

If in eyes

- Hold eye open and rinse slowly and gently with water for 15-20 minutes.
- Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.

If on skin or clothing

- Take off contaminated clothing.
- Rinse skin immediately with plenty of water for 15-20 minutes.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-248-7763 for emergency medical treatment information.

ENVIRONMENTAL HAZARDS

Do not contaminate water when disposing of unused product.

DIRECTIONS FOR USE

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

APPLICATION TIME

Place **ALTOSID® XR BRIQUETS** at or before the beginning of the mosquito season. Apply **ALTOSID® XR BRIQUETS** prior to flooding when sites are dry, or on snow and ice in breeding sites prior to spring thaw. Under normal conditions, one application will last the entire mosquito season, or up to 150 days, whichever is shorter. Alternate wetting and drying will not reduce their effectiveness.

APPLICATION RATES

Aedes, Ochlerotatus, and Psorophora spp.: For control in non-(or low-) flow shallow depressions (≤ 2 feet in depth), treat on the basis of surface area, placing one **ALTOSID® XR BRIQUET** per 200 ft². Place briquets in the lowest areas of mosquito breeding sites to maintain continuous control as the site alternately floods and dries up.

Culex, Culiseta and Anopheles spp.: Place one **ALTOSID® XR BRIQUET** per 100 ft².

Coquillettidia and Mansonia spp.: For application to cattail marshes and water hyacinth beds. For control of these mosquitoes, place one **ALTOSID® XR BRIQUET** per 100 ft².

Culex sp. in storm water drainage areas, sewers, and catch basins: For catch basins, place one **ALTOSID® XR BRIQUET** into each basin. In cases of large catch basins, follow the chart below to determine the number of briquets to use. For storm water drainage areas, place one briquet per 100 ft² of surface area up to two ft deep. In areas that are deeper than two feet, use one additional briquet per two feet of water depth.

Water flow pressure increases the potential dissolution of the briquet. Conduct regular inspections (visual or biological) in areas of water flow to determine if the briquet is still present. Adjust the retreatment interval based on the results of an inspection.

ALTOSID® XR BRIQUETS Application Chart

Number of Briquets	Catch Basin Size (Gallons)	Surface Area/Water Depth (ft)
1	0 – 1500	0 – 2
2	1500 – 3000	2 – 4
3	3000 – 4500	4 – 6
4	4500 – 6000	6 – 8

APPLICATION SITES

ALTOSID® XR BRIQUETS are designed to control mosquitoes in treated areas. Examples of application sites are: storm drains, catch basins, roadside ditches, fish ponds, ornamental ponds and fountains, other artificial water-holding containers, animal watering troughs, cesspools and septic tanks, waste treatment and settling ponds, flooded crypts, transformer vaults, abandoned swimming pools, tires, construction and other manmade depressions, cattail marshes, water hyacinth beds, vegetation-choked phosphate pits, pastures, meadows, rice fields, freshwater swamps and marshes, salt and tidal marshes, treeholes, woodland pools, floodplains, and dredging spoil sites. For application sites connected by a water system, i.e., storm drains or catch basins, treat all of the water-holding sites in the system to maximize the efficiency of the treatment program.

STORAGE AND DISPOSAL

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

STORAGE: Store in a cool place. Do not reuse empty container.

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

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling, if available, or dispose of empty container in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

WARRANTY AND CONDITIONS OF SALE

Seller makes no warranty, expressed or implied, concerning the use and handling of this product other than indicated on the label. To the extent permitted by law, Buyer assumes all risks of use and handling of this material when such use and handling are contrary to label instructions.

For information, or in case of an emergency, call 1-800-248-7763.

www.altosid.com

Wellmark International
1501 East Woodfield Road 200W
Schaumburg, Illinois 60173



ALTOSID, ZOECON and the ZOECON logo are registered trademarks of Wellmark International.
©2005-2010 WELLMARK INTERNATIONAL
Made in USA

May, 2010
Schaumburg, IL



Safety Data Sheet

Section 1: Identification

Product identifier

- Product Name** • **Zoecon Altosid Briquets**
- Synonyms** • 37060F; 37090C; EPA Reg. No.: 2724-375; ProLink Briquets
- Product Description** • Gray to black solid.

Relevant identified uses of the substance or mixture and uses advised against

- Recommended use** • Insect growth regulator.
- Restrictions on use** • Avoid contact with eyes, skin or clothing. Keep out of reach of children.

Details of the supplier of the safety data sheet

- Manufacturer** • Wellmark International
1501 E. Woodfield Road, Suite 200 West
Schaumburg, IL 60173
United States
www.centralmosquitocontrol.com

Emergency telephone number

- Manufacturer** • 1-800-424-9300 - CHEMTREC
- Manufacturer** • 1-703-527-3887 - CHEMTREC - Outside North America - Collect Calls Accepted
- Manufacturer** • 1-888-914-2082

Section 2: Hazard Identification

United States (US)

According to: OSHA 29 CFR 1910.1200 HCS

Classification of the substance or mixture

- OSHA HCS 2012** • Carcinogenicity 1A
Eye Mild Irritation 2B
Combustible Dust

Label elements

OSHA HCS 2012

DANGER



- Hazard statements** • May cause cancer.
Causes eye irritation

May form combustible dust concentrations in air.

Precautionary statements

Prevention • Wash thoroughly after handling.
Wear protective gloves/protective clothing/eye protection/face protection.
Do not handle until all safety precautions have been read and understood.
Obtain special instructions before use.

Response • IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
If eye irritation persists: Get medical advice/attention.
IF exposed or concerned: Get medical advice/attention.

Storage/Disposal • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
Store locked up.

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

Other hazards

OSHA HCS 2012

- Under United States Regulations (29 CFR 1910.1200 - Hazard Communication Standard), this product is considered hazardous.

Section 3 - Composition/Information on Ingredients

Substances

- Material does not meet the criteria of a substance.

Mixtures

Composition		
Chemical Name	Identifiers	%
(s)-Methoprene	CAS:65733-16-6	8.62%
Plaster of paris	CAS:26499-65-0	71.84%
Silica, crystalline - quartz	CAS:14808-60-7	< 0.73%
Activated Carbon	CAS:7440-44-0	17.53%
Other ingredients	NDA	1.28%

Section 4: First-Aid Measures

Description of first aid measures

Inhalation

- IF INHALED: If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

Skin

- IF ON SKIN: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. If skin irritation occurs: Get medical advice/attention.

Eye

- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

Ingestion

- IF SWALLOWED: call a poison center or doctor if you feel unwell. Rinse mouth. Never

give anything by mouth to an unconscious person. Call a physician or poison control center.

Most important symptoms and effects, both acute and delayed

- Causes eye irritation, may cause cancer.

Indication of any immediate medical attention and special treatment needed

Notes to Physician

- Treat symptomatically and supportively.

Section 5: Fire-Fighting Measures

Extinguishing media

Suitable Extinguishing Media • SMALL FIRES: Dry chemical, CO₂, water spray or regular foam.
LARGE FIRE: Water spray, fog or regular foam.

Unsuitable Extinguishing Media

- Avoid heavy hose streams.

Firefighting Procedures

- Combustible dust - use low-pressure medium fog streams to avoid dust clouds. Eliminate ignition sources. Move combustibles out of path of advancing pool if you can do so without risk. Stay upwind.
LARGE FIRES: Dike fire control water for later disposal; do not scatter the material.

Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards

- Avoid generating dust; fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard.

Hazardous Combustion Products

- Decomposes upon heating to produce toxic vapors/gases which may include carbon oxides and nitrogen oxides.

Advice for firefighters

- Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

Personal precautions, protective equipment and emergency procedures

Personal Precautions

- Avoid contact with skin, eyes, and clothing. Use appropriate Personal Protective Equipment (PPE). Ventilate enclosed areas. Do not walk through spilled material. Keep all sources of ignition away and avoid creating dusty conditions.

Emergency Procedures

- Stay upwind. Ventilate closed spaces before entering. Contain spill and monitor for excessive dust accumulation. ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Keep unauthorized personnel away. Turn off electric power to area.

Environmental precautions

- Contain and prevent from release into any waterway, sewer or drain.

Methods and material for containment and cleaning up

Containment/Clean-up Measures

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

Section 7 - Handling and Storage

Precautions for safe handling

Handling

- Wash hands thoroughly with soap and water after handling. Read label before use. Avoid contact with skin or eyes. Avoid breathing dust. Avoid contact with heat and

ignition sources.

Conditions for safe storage, including any incompatibilities

Storage

- Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in cool, dry area, inaccessible to children. Store only in original container.

Section 8 - Exposure Controls/Personal Protection

Control parameters

Exposure Limits/Guidelines • No data available.

Exposure Limits/Guidelines				
	Result	ACGIH	NIOSH	OSHA
Silica, crystalline - quartz (14808-60-7)	TWAs	0.025 mg/m ³ TWA (respirable fraction)	0.05 mg/m ³ TWA (respirable dust)	Not established
Plaster of paris (26499-65-0)	TWAs	Not established	10 mg/m ³ TWA (total dust); 5 mg/m ³ TWA (respirable dust)	15 mg/m ³ TWA (total dust); 5 mg/m ³ TWA (respirable fraction)

Exposure Limits Supplemental

OSHA

•Silica, crystalline - quartz (14808-60-7): **Mineral Dusts:** ((30)/(%SiO₂ + 2) mg/m³ TWA, total dust; (250)/(%SiO₂ + 5) mppcf TWA, respirable fraction; (10)/(%SiO₂ + 2) mg/m³ TWA, respirable fraction)

Exposure controls

Engineering Measures/Controls

- Use adequate ventilation to remove vapors (fumes, dust etc)

Personal Protective Equipment

Pictograms



Respiratory

- If prolonged exposure is anticipated, it is recommended for handlers to wear an approved MSHA/NIOSH dust mask N-95.

Eye/Face

- Wear safety glasses.

Hands

- Wear appropriate gloves.

Skin/Body

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

General Industrial Hygiene Considerations

- Avoid contact with skin, eyes or clothing.

Environmental Exposure Controls

- Controls should be engineered to prevent release to the environment, including procedures to prevent spills, atmospheric release and release to waterways.

Section 9 - Physical and Chemical Properties

Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Gray to black solid.
Color	Gray to black.	Odor	Slight hydrocarbon.
Odor Threshold	No data available		
General Properties			
Boiling Point	No data available	Melting Point/Freezing Point	No data available

Decomposition Temperature	No data available	pH	Not relevant
Specific Gravity/Relative Density	1.04 g/cc (64.9 lb/ft ³)	Water Solubility	No data available
Viscosity	Not relevant		
Volatility			
Vapor Pressure	No data available	Vapor Density	No data available
Evaporation Rate	No data available		
Flammability			
Flash Point	Not relevant	UEL	No data available
LEL	No data available	Autoignition	No data available
Flammability (solid, gas)	No data available		
Environmental			
Octanol/Water Partition coefficient	No data available		

Section 10: Stability and Reactivity

Reactivity

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

Chemical stability

- Stable under normal temperatures and pressures.

Possibility of hazardous reactions

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

Conditions to avoid

- Heat, sparks, open flame, other ignition sources, and oxidizing conditions.

Incompatible materials

- No data available. Strong acids. Strong oxidizing agents.

Hazardous decomposition products

- Thermal decomposition may produce toxic vapors and/or gases.

Section 11 - Toxicological Information

Information on toxicological effects

	CAS	
Zoecon Altosid Briquets	NDA	Acute Toxicity: Ingestion/Oral-Rat LD50 • >5100 mg/kg; Skin-Rabbit LD50 • >2100 mg/kg; Irritation: Eye-Rabbit • Mild irritation; Skin-Rabbit • Essentially non-irritating

GHS Properties	Classification
Acute toxicity	OSHA HCS 2012 • Acute Toxicity - Dermal - Classification criteria not met; Acute Toxicity - Inhalation - Classification criteria not met; Acute Toxicity - Oral - Classification criteria not met
Aspiration Hazard	OSHA HCS 2012 • Classification criteria not met
Carcinogenicity	OSHA HCS 2012 • Carcinogenicity 1A

Germ Cell Mutagenicity	OSHA HCS 2012 • Not classified - data lacking
Skin corrosion/Irritation	OSHA HCS 2012 • Classification criteria not met
Skin sensitization	OSHA HCS 2012 • Classification criteria not met
STOT-RE	OSHA HCS 2012 • Classification criteria not met
STOT-SE	OSHA HCS 2012 • Classification criteria not met
Toxicity for Reproduction	OSHA HCS 2012 • Classification criteria not met
Respiratory sensitization	OSHA HCS 2012 • Classification criteria not met
Serious eye damage/Irritation	OSHA HCS 2012 • Eye Mild Irritation 2B

Route(s) of entry/exposure • Inhalation, Ingestion, Eyes, and Skin

Potential Health Effects

Inhalation

- Acute (Immediate)** • Under normal conditions of use, no health effects are expected.
- Chronic (Delayed)** • Exposure to respirable crystalline silica is not expected during normal use of this product. However, prolonged overexposure to respirable crystalline silica may cause lung disease (silicosis).

Skin

- Acute (Immediate)** • Under normal conditions of use, no health effects are expected.
- Chronic (Delayed)** • No data available.

Eye

- Acute (Immediate)** • Causes eye irritation.
- Chronic (Delayed)** • No data available.

Ingestion

- Acute (Immediate)** • Under normal conditions of use, no health effects are expected.
- Chronic (Delayed)** • No data available.

Carcinogenic Effects

- Exposure to respirable crystalline silica dust from the finished product is not expected to occur due to the manner in which the constituents are bound, thus the finished product is not considered carcinogenic under conditions of normal use.

Section 12 - Ecological Information

Toxicity

Component	CAS	Data
(s)-Methoprene (8.62%)	65733-16-6	Crustacea: NOEC Crustacea <i>Mysid shrimp</i> 0.014 mg/L [Chronic]; 96 Hour(s) LC50 Crustacea <i>Mysid shrimp</i> 0.11 mg/L [Acute]; 48 Hour(s) LC50 Crustacea <i>Daphnia magna</i> 0.36 mg/L [Acute]; Fish: 96 Hour(s) LC50 Fish <i>Rainbow Trout</i> 0.76 mg/L [Acute]; 96 Hour(s) LC50 Fish <i>Blue Gill</i> >0.37 mg/L [Acute]; NOEC Fish <i>Fathead minnow</i> 0.048 mg/L [Chronic]

Persistence and degradability

- No data available.

Bioaccumulative potential

- No data available.

Mobility in Soil

- No data available.

Other adverse effects

- No data available.

Section 13 - Disposal Considerations

Waste treatment methods

- Product waste** • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
- Packaging waste** • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	UN number	UN proper shipping name	Transport hazard class (es)	Packing group	Environmental hazards
DOT	N/A	Not regulated	N/A	N/A	N/A
IMO/IMDG	N/A	Not regulated	N/A	N/A	N/A
IATA/ICAO	N/A	Not regulated	N/A	N/A	N/A

Special precautions for user • None specified.

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

Other information

IMO/IMDG • No data available

IATA/ICAO • No data available

Key to abbreviations

= N/A = Not applicable.

Section 15 - Regulatory Information

Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • Acute, Chronic

FIFRA – Pesticide Labeling

This material is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

CAUTION

Precautionary Statements • Keep out of reach of children.

Hazards to Humans and Domestic Animals • **CAUTION:** Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with eyes, skin, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove contaminated clothing and wash clothing before reuse.

First Aid • Call a poison control center or doctor for treatment advice. If in eyes • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. If on skin or clothing: • Takeoff contaminated clothing. • Rinse skin immediately with

plenty of water for 15 - 20 minutes.

Environmental Hazards • Do not contaminate water when disposing of unused product.

Inventory		
Component	CAS	TSCA
(s)-Methoprene	65733-16-6	No
Plaster of paris	26499-65-0	No
Silica, crystalline - quartz	14808-60-7	Yes

Section 16 - Other Information

Last Revision Date	• 23/July/2015
Preparation Date	• 23/July/2015
Disclaimer/Statement of Liability	• The information and statements herein are believed to be reliable but are not to be construed as a warranty or representation for which we assume legal responsibility. Users should undertake sufficient verification and testing to determine the suitability for their own particular purpose of any information or products referred to herein. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS MADE.



Zoecon Altosid Briquets

Safety Data Sheet

Date of issue: 11/01/2003

Revision date: 04/14/2020

Supersedes: 07/23/2015

Version: 1.0

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Trade name : Zoecon Altosid Briquets
Synonyms : EPA Reg. No.: 2724-375, 37060F, 37090C, ProLink Briquets

1.2. Recommended use and restrictions on use

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

1.3. Supplier

Wellmark International
1501 E. Woodfield Road, Suite 200W
Schaumburg, IL 60173 - United States
www.centralmosquitocontrol.com

1.4. Emergency telephone number

Emergency number : 1-888-914-2082
1-800-424-9300 - CHEMTREC
1-703-527-3887 - CHEMTREC - Outside North America - Collect Calls Accepted

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Serious eye damage/eye irritation Category 2B	Causes eye irritation
Carcinogenicity Category 1A	May cause cancer
Combustible Dust	May form combustible dust concentrations in air

2.2. GHS Label elements, including precautionary statements

GHS US labeling

Hazard pictograms (GHS US) :



GHS08

Signal word (GHS US)	: Danger
Hazard statements (GHS US)	: May form combustible dust concentrations in air Causes eye irritation May cause cancer
Precautionary statements (GHS US)	: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wash hands, forearms and face thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention. If exposed or concerned: Get medical advice/attention. Store locked up. Dispose of contents/container in accordance with local/regional/national/international regulations.
Supplemental information	: Exposure to silica dust from the finished product is not expected to occur due to the manner in which the constituents are bound. Finished product is not considered carcinogenic.

2.3. Other hazards which do not result in classification

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

Zoecon Altosid Briquets

Safety Data Sheet

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

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

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures after inhalation : IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
- First-aid measures after skin contact : IF ON SKIN: Wash with plenty of soap and water. If skin irritation or rash occurs: Get medical advice/attention.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice and attention.
- First-aid measures after ingestion : IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell. Rinse mouth. Do NOT induce vomiting unless directed to do so by medical personnel.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects after eye contact : Causes mild eye irritation.
- Chronic symptoms : May cause cancer.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Carbon dioxide. Water spray. Dry chemical. Foam.
- Unsuitable extinguishing media : Avoid heavy hose streams.

5.2. Specific hazards arising from the chemical

- Explosion hazard : Dust cloud can be ignited by a spark. Fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard.
- Reactivity : This material is friable and can create small dust particles during any handling, processing, and transfer operations. This material can form explosive dust/air suspensions that are ignitable under some conditions.

5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Combustible dust - use low-pressure medium fog streams to avoid dust clouds. Ventilate closed spaces before entering. Eliminate ignition sources.
- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Evacuate unnecessary personnel. Contain spill and monitor for excessive dust accumulation. Turn off electric power to area. No flames, no sparks. Eliminate all sources of ignition. Wear appropriate personal protective equipment, avoid direct contact.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: Exposure controls/personal protection.

Zoecon Altosid Briquets

Safety Data Sheet

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

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

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

SECTION 7: Handling and storage

7.1. Precautions for safe handling

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

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Store in a well-ventilated place. Keep cool. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Keep container tightly closed. Store locked up.
- Incompatible materials : Heat, sparks, open flame. Strong oxidizers.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Silica, crystalline - quartz (14808-60-7)		
ACGIH	ACGIH TWA (mg/m³)	0.025 mg/m³ (respirable particulate matter)
OSHA	OSHA PEL (TWA) (mg/m³)	50 µg/m³
IDLH	US IDLH (mg/m³)	50 mg/m³ (respirable dust)
NIOSH	NIOSH REL (TWA) (mg/m³)	0.05 mg/m³ (respirable dust)
Plaster of paris (26499-65-0)		
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ (total dust) 5 mg/m³ (respirable fraction)
NIOSH	NIOSH REL (TWA) (mg/m³)	10 mg/m³ (total dust) 5 mg/m³ (respirable dust)
Activated Carbon (7440-44-0)		
ACGIH	ACGIH TWA (mg/m³)	10 mg/m³ Inhalable; 3 mg/m³ Respirable
OSHA	OSHA PEL (TWA) (mg/m³)	15 mg/m³ Total dust; 5 mg/m³ Respirable

8.2. Appropriate engineering controls

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

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Zoecon Altosid Briquets

Safety Data Sheet

Safety glasses

Skin and body protection:

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

Respiratory protection:

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



SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Gray to black solid
Color	: Gray to black
Odor	: Slight hydrocarbon
Odor threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Not applicable
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Non-flammable
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: Not applicable
Bulk density	: 1.04 g/cc (64.9 lb/ft ³)
Solubility	: No data available
Partition coefficient n-octanol/water (Log Pow)	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available
Explosion limits	: Not applicable
Explosive properties	: Combustible Dust
Oxidizing properties	: Not applicable

9.2. Other Information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

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

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

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

10.4. Conditions to avoid

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

Zoecon Altosid Briquets

Safety Data Sheet

10.5. Incompatible materials

Heat, sparks, open flame. Strong oxidizing agents.

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Zoecon Altosid Briquets	
LD50 oral	> 5100 mg/kg
LD50 dermal rabbit	> 2100 mg/kg

Silica, crystalline - quartz (14808-60-7)	
Listed on IARC (International Agency for Research on Cancer), Listed as carcinogen on NTP (National Toxicology Program)	
IARC group	1 - Carcinogenic to humans
National Toxicity Program (NTP) Status	Known Human Carcinogens
In OSHA Hazard Communication Carcinogen list?	Yes

GHS-US Properties	Classification
Acute toxicity (oral)	Not classified
Acute toxicity (dermal)	Not classified
Acute toxicity (inhalation)	Not classified
Skin corrosion/irritation	Not classified
Serious eye damage/irritation	Causes eye irritation.
Respiratory or skin sensitization	Not classified
Germ cell mutagenicity	Not classified
Carcinogenicity	May cause cancer.
Reproductive toxicity	Not classified
Specific target organ toxicity (single exposure)	Not classified
Specific target organ toxicity (repeated exposure)	Not classified
Aspiration hazard	Not classified

Potential health effects

Inhalation

- Acute : Exposure to dust may cause respiratory irritation. Acute Silicosis can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as a few months. The symptoms of acute silicosis include progressive shortness of breath, fever, cough and weight loss.
- Chronic : Repeated and prolonged exposure to crystalline silica containing materials may cause irritation and/or lung damage silicosis, fibrosis, inflammation, cancer.

Skin

- Acute : Exposure to dust may cause mechanical irritation.

Eye

- Acute : Causes mild eye irritation.

Ingestion

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

Mutagenicity

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

Carcinogenicity

- : (s)-Methoprene is not classified as a carcinogen by NTP, IARC or OSHA. Crystalline silica (quartz) inhaled from occupational sources is classified as carcinogenic to humans. Exposure to respirable crystalline silica dust from the finished product is not expected to occur due to the manner in which the constituents are bound, thus the finished product is not considered carcinogenic under conditions of normal use.

Reproductive Effects

- : (s)-Methoprene is not a reproductive toxin and does not cause birth defects.

SECTION 12: Ecological information

12.1. Toxicity

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

Zoecon Altosid Briquets

Safety Data Sheet

(s)-Methoprene Technical (65733-16-6)

LC50 Acute fish 2	> 0.37 mg/l (Exposure time: 96h - Blue gill)
LC50 Acute crustacea 1	0.11 mg/l (Exposure time: 96h - Mysid shrimp)
LC50 Acute crustacea 2	0.36 mg/l (Exposure time: 48h - Daphnia magna)
NOEC Chronic fish 1	0.048 mg/l (Fathead minnow)
NOEC Chronic crustacea 1	0.014 mg/l (Mysid shrimp)

12.2. Persistence and degradability

(s)-Methoprene Technical (65733-16-6)

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

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

(s)-Methoprene Technical (65733-16-6)

Mobility in soil	Rapidly metabolized in soil under both aerobic and anaerobic conditions (half-life 10-14 days).
------------------	---

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

Product/Packaging disposal recommendations : Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

SECTION 14: Transport information

	UN number	Proper Shipping Name	Transport hazard class(es)	Packing group	Environmental hazards
DOT	Not regulated	Not regulated	Not regulated	Not regulated	Not applicable
IMDG	Not regulated	Not regulated	Not regulated	Not regulated	Not applicable
IATA	Not regulated	Not regulated	Not regulated	Not regulated	Not applicable

SECTION 15: Regulatory information

15.1. US Federal regulations

Silica, crystalline - quartz (14808-60-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Activated Carbon (7440-44-0)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

FIFRA Labelling

EPA Registration Number 2724-375

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

FIFRA Signal word **Caution**

FIFRA Precautionary Statement **KEEP OUT OF REACH OF CHILDREN.**

FIFRA Hazards to Humans and Domestic Animals Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with eyes, skin and clothing. Wash thoroughly with soap and water after handling.

Zoecon Altosid Briquets

Safety Data Sheet

FIFRA First Aid	If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes.
FIFRA Environmental Hazards	Do not contaminate water when disposing of unused product.

15.2. US State regulations

No additional information available

SECTION 16: Other information

Date of issue	: 01 November 2003
Revision date	: 14 April 2020
Supersedes	: 23 July 2015

SDS US (GHS HazCom 2012) - CGP

The information and statements herein are believed to be reliable but are not to be construed as a warranty or representation for which we assume legal responsibility. Users should undertake sufficient verification and testing to determine the suitability for their own particular purpose of any information or products referred to herein. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS MADE.



Altosid[®] XR

EXTENDED RESIDUAL BRIQUETS



A SUSTAINED RELEASE PRODUCT TO PREVENT ADULT MOSQUITO EMERGENCE
(INCLUDING THOSE WHICH MAY TRANSMIT WEST NILE VIRUS)

SPECIMEN LABEL

ACTIVE INGREDIENT:

(S)-Methoprene (CAS #65733-16-6))

(Dry Weight Basis): 2.1%

OTHER INGREDIENTS: 97.9%

Total 100.0%

EPA Reg. No. 2724-421

EPA Est. No. 2724-TX-1

KEEP OUT OF REACH OF CHILDREN

CAUTION

SEE ADDITIONAL PRECAUTIONARY STATEMENTS

INTRODUCTION

ALTOSID[®] XR BRIQUETS are designed to release effective levels of (S)-Methoprene insect growth regulator over a period up to 150 days in mosquito breeding sites. Release of (S)-Methoprene insect growth regulator occurs by dissolution of the briquet. Soft mud and loose sediment can cover the briquets and inhibit normal dispersion of the active ingredient. The product may not be effective in those situations where the briquet can be removed from the site by flushing action.

ALTOSID[®] XR BRIQUETS prevent the emergence of adult mosquitoes including: *Anopheles*, *Culex*, *Culiseta*, *Coquillettidia*, and *Mansonia* spp., as well as those of the floodwater mosquito complex (*Aedes*, *Ochlerotatus*, and *Psorophora* spp.) from treated water. Treated larvae continue to develop normally to the pupal stage where they die.

NOTE: (S)-Methoprene insect growth regulator has no effect on mosquitoes which have reached the pupal or adult stage prior to treatment.

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS - CAUTION

Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

FIRST AID

Call a poison control center or doctor for treatment advice.

If in eyes

- Hold eye open and rinse slowly and gently with water for 15-20 minutes.
- Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.

If on skin or clothing

- Take off contaminated clothing.
- Rinse skin immediately with plenty of water for 15-20 minutes.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-248-7763 for emergency medical treatment information.

ENVIRONMENTAL HAZARDS

Do not contaminate water when disposing of unused product.

DIRECTIONS FOR USE

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

APPLICATION TIME

Place **ALTOSID® XR BRIQUETS** at or before the beginning of the mosquito season. Apply **ALTOSID® XR BRIQUETS** prior to flooding when sites are dry, or on snow and ice in breeding sites prior to spring thaw. Under normal conditions, one application will last the entire mosquito season, or up to 150 days, whichever is shorter. Alternate wetting and drying will not reduce their effectiveness.

APPLICATION RATES

Aedes, Ochlerotatus, and Psorophora spp.: For control in non-(or low-) flow shallow depressions (≤ 2 feet in depth), treat on the basis of surface area, placing one **ALTOSID® XR BRIQUET** per 200 ft². Place briquets in the lowest areas of mosquito breeding sites to maintain continuous control as the site alternately floods and dries up.

Culex, Culiseta and Anopheles spp.: Place one **ALTOSID® XR BRIQUET** per 100 ft².

Coquillettidia and Mansonia spp.: For application to cattail marshes and water hyacinth beds. For control of these mosquitoes, place one **ALTOSID® XR BRIQUET** per 100 ft².

Culex sp. in storm water drainage areas, sewers, and catch basins: For catch basins, place one **ALTOSID® XR BRIQUET** into each basin. In cases of large catch basins, follow the chart below to determine the number of briquets to use. For storm water drainage areas, place one briquet per 100 ft² of surface area up to two ft deep. In areas that are deeper than two feet, use one additional briquet per two feet of water depth.

Water flow pressure increases the potential dissolution of the briquet. Conduct regular inspections (visual or biological) in areas of water flow to determine if the briquet is still present. Adjust the retreatment interval based on the results of an inspection.

ALTOSID® XR BRIQUETS Application Chart

Number of Briquets	Catch Basin Size (Gallons)	Surface Area/ Water Depth (ft)
1	0 – 1500	0 – 2
2	1500 – 3000	2 – 4
3	3000 – 4500	4 – 6
4	4500 – 6000	6 – 8

APPLICATION SITES

ALTOSID® XR BRIQUETS are designed to control mosquitoes in treated areas. Examples of application sites are: storm drains, catch basins, roadside ditches, fish ponds, ornamental ponds and fountains, other artificial water-holding containers, animal watering troughs, cesspools and septic tanks, waste treatment and settling ponds, flooded crypts, transformer vaults, abandoned swimming pools, tires, construction and other manmade depressions, cattail marshes, water hyacinth beds, vegetation-choked phosphate pits, pastures, meadows, rice fields, freshwater swamps and marshes, salt and tidal marshes, treeholes, woodland pools, floodplains, and dredging spoil sites. For application sites connected by a water system, i.e., storm drains or catch basins, treat all of the water-holding sites in the system to maximize the efficiency of the treatment program.

STORAGE AND DISPOSAL

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

STORAGE: Store in a cool place. Do not reuse empty container.

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

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling, if available, or dispose of empty container in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

WARRANTY AND CONDITIONS OF SALE

Seller makes no warranty, expressed or implied, concerning the use and handling of this product other than indicated on the label. To the extent permitted by law, Buyer assumes all risks of use and handling of this material when such use and handling are contrary to label instructions.

For information, or in case of an emergency, call 1-800-248-7763.

www.altosid.com

Wellmark International
1501 East Woodfield Road 200W
Schaumburg, Illinois 60173



ALTOSID, ZOECON and the ZOECON logo are registered trademarks of Wellmark International.
©2005-2010 WELLMARK INTERNATIONAL
Made in USA

May, 2010
Schaumburg, IL

**BID SPECIFICATIONS FOR
METHOPRENE
PELLETS**

General: The purpose of these specifications is to describe insecticides of desired quality. The price quoted shall be the net cost to the District, F.O.B. Naples, Collier County, Florida.

Limits: This proposal shall be effective from January 24, 2019, until re-bid (bid period not to exceed one year). The District shall requisition the insecticide as needed.

Proposal: The undersigned, as Bidder, does declare that this proposal is made in accordance with these specifications, and that no other persons other than the Bidder herein named has any interest in the proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same insecticides, and is in all other respects fair and without collusion or fraud. The undersigned further declares that he will furnish the necessary insecticides in accordance with these specifications and the prices stated shall remain in effect throughout the bid period as defined above.

Methoprene – Pellets - 4.25%

Due to the perishable nature of the Bti larviciding products, these products must be formulated no earlier than one year prior to the ordering date.

Product Name: Altosid P-35

Amount of Active Ingredient per milligram of formulated product in International Toxicity Units only: N/A

	<u>Container Size (# Pounds)</u>		<u>Cost Per Pound</u>
Under 500 Pounds	<u>40 Lbs bag</u>	<u>(<500)</u>	<u>\$ 17.25</u>
500 - 4,999 Pounds	<u>2000 Lbs Tote</u>	<u>(500-4,999)</u>	<u>\$ 16.73</u>
5,000 Pounds or More	<u></u>	<u>(5,000+)</u>	<u>\$</u>

of Days for Delivery: 3-5

Individual/Partnership/Corporation (strike out word/s not applicable).

Company: Target Specialty Products Contact Person: Marty Shuster

By: Marty Shuster Phone No.: 321-436-5603
(Name) (Title)

Address: 5410 Pioneer Park Blvd #C E-mail: marty.shuster@target-specialty.com
Tampa, FL 33634

Phone No. for Ordering: Marty Shuster (attach ordering information, if necessary)



Altosid[®] SBG II

SINGLE BROOD GRANULE



- PREVENTS ADULT MOSQUITO EMERGENCE WHEN APPLIED PRE OR POST-HATCH
(including those which may transmit West Nile virus)

SPECIMEN LABEL

ACTIVE INGREDIENT:

(S)-Methoprene (CAS# 65733-16-6)..... 0.3%

OTHER INGREDIENTS:..... 99.7%

TOTAL 100.0%

EPA Reg. No. 75318-8-89459

EPA Est. No. 2724-TX-1

KEEP OUT OF REACH OF CHILDREN

CAUTION

See additional Precautions

PRECAUTIONARY STATEMENTS – HAZARDS TO HUMANS & DOMESTIC ANIMALS CAUTION

Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

FIRST AID

If in eyes	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15-20 minutes.• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.• Call a poison control center or doctor for treatment advice.
If on skin	<ul style="list-style-type: none">• Take off contaminated clothing.• Rinse skin immediately with plenty of water for 15-20 minutes.• Call a poison control center or doctor for treatment advice.
If swallowed	<ul style="list-style-type: none">• 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.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-248-7763 for emergency medical treatment information.

ENVIRONMENTAL HAZARDS

Do not contaminate water when disposing of rinsate or equipment washwaters.

INTRODUCTION

ALTOSID[®] SBG II Single Brood Granule (ALTOSID[®] SBG II) slowly releases effective levels of (S)-methoprene insect growth regulator to prevent the emergence of adult mosquitoes from treated sites. Apply **Altosid[®] SBG II** up to 7 days prior to flooding (i.e. "pre-hatch") in known mosquito breeding areas, or post-hatch to sites containing mosquito larvae.

Treated larvae continue to develop normally to the pupal stage where they die. **Altosid[®] SBG II** prevents the emergence of adult mosquitoes from treated sites.

DIRECTIONS FOR USE

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

APPLICATION DIRECTIONS

ALTOSID[®] SBG II is designed to control single broods of mosquito larvae in water depths up to 15 inches. Under typical environmental conditions, one application will control for up to 7 days. Applications can be made pre-hatch to known mosquito breeding areas, or post-hatch to sites containing mosquito larvae. Pre-hatch treatments should be applied in the low areas of breeding sites to maintain continuous control as the site floods and dries. Repeat application cycle throughout the mosquito season.

NOTE: The active ingredient (S)-methoprene has no effect on mosquitoes that have reached the pupal or adult stage prior to treatment.

APPLICATION RATES

Select the target mosquito species and corresponding application rate per acre.

Aedes, Ochlerotatus, Anopheles and Psorophora spp.:

- Apply **Altosid® SBG II** at 3 – 7 lbs per acre

Culex and Culiseta spp.:

- Apply **Altosid® SBG II** at 10 – 20 lbs per acre

For smaller application sites, apply **Altosid® SBG II** at 0.35 oz to 0.70 oz per 100 square feet of water surface.

APPLICATION SITES

Apply **Altosid® SBG II** treatments pre-hatch or post-hatch as directed above to temporary and permanent water sites which support mosquito larval development. Examples of typical sites are: freshwater and salt water marshes, cattail marshes, woodland pools and meadows, grassy swales, floodplains, irrigated croplands, pastures and rangeland (without removal of livestock), vineyards, rice fields (including wild rice), fruit and nut orchards, berry fields and bogs, dredge spoil sites, storm water retention basins, storm drains, retention and detention ponds, drainage areas, roadside ditches, tree holes, tires, water-holding receptacles, ornamental ponds and fountains, animal watering troughs and ponds, fish ponds, flooded crypts, transformer vaults, abandoned swimming pools, artificial water-holding containers, and other natural and manmade depressions where mosquitoes may breed.

NOTE: Application of **Altosid® SBG II** to sites subject to water flow or exchange will diminish the product's effectiveness.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Store in a cool, dry place.

PESTICIDE DISPOSAL: Wastes resulting from 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. Then offer for recycling if available or dispose of empty bag in trash or in a sanitary landfill or by incineration or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

WARRANTY AND CONDITIONS OF SALE

Seller makes no warranty, express or implied, concerning the use and handling of this product other than indicated on the label. To the fullest extent permitted by law, buyer assumes all risks of use and handling of this material when such use and handling are contrary to label instructions.

Always read the label before using this product.

For information or in case of an emergency, call 1-800-248-7763.

www.altosid.com

Manufactured for:

Central Garden & Pet Company

1501 East Woodfield Road 200W
Schaumburg, Illinois 60173

U.S. Patent Pending
ALTOSID and ZOËCON with design are
registered trademarks of Wellmark International.
©2006, 2014 Wellmark International.

February, 2014
Schaumburg, IL

Bid No.: 22-0466-B(DG)										
Bid Title : Mosquito Abatement Products										
Date & Time Due: Tuesday, May 31st, 2022										
*Unit Pricing shall be inclusive of all shipping, fuel, off-loading, insurance and any other cost or fee incurred. Bidders are encouraged to pay special attention to the Container Unit Size. For example: 600 gallon, 15 cases, briquettes, tablets etc.										
Any Equivalent products offered below shall meet the Criteria identified in EXHIBIT A - PRODUCT LIST See Section E Item 3.Please complete the EXHIBIT C - ALTERNATE PRODUCT DATA SHEET for all PROPOSED ALTERNATE PRODUCTS in Column (D)										
Product No. (A)	Product Info		**PROPOSED PRODUCT ALTERNATE (D)	Estimated Annual (12 month) Quantity		Container Size (G)	*PROPOSED ALTERNATE Container Size (Complete if different from Column (G)) (H)	*Unit Price Per UOM (I)	Annual Total (E) x (I) = (J)	Two (2) Year Total (K) (J) x (2) = (K)
	Description (B)	Manufacturer (C)		Quantity (E)	UOM (F)					
1	1,2-Dibromo-2,2-dichloroethyl dimethyl phosphate Naled 87.4% (Dibrom® concentrate)	Manufacturer: AMVAC		30	gallon	Packaging: 30-gallon drum	Imperium Insecticide	\$ 222.00	\$ 6,660.00	\$ 13,320.00
2	Bacillus thuringiensis subspecies israelensis Bti (Bactimos Briquet)	Manufacturer: Summit Chemical		1000	briquettes	Typical Packaging: Case of 100 Briquettes		\$ 1.03	\$ 1,030.00	\$ 2,060.00
3	Piperonyl butoxide and permethrin (Biomist® 31+66 ULV)	Manufacturer: Clarke Mosquito Control Products, Inc.	No BID	550	gallon	Packaging: 275-gallon reusable tote	No BID		\$ -	\$ -
4	White Mineral Oil (10% w/w) (CocoBear™)	Manufacturer: Clarke Mosquito Control Products, Inc	No BID	300	gallon	Packaging: 2.5 Gallon	No BID		\$ -	\$ -
5	BVA2 Mosquito Larvicide Oil	Manufacturer: BV Associates, Inc.		300	gallon	Packaging: 2.5-gallon jug	5 gallon Pail	\$ 17.25	\$ 5,175.00	\$ 10,350.00
6	Piperonyl butoxide, phenothrin, prallethrin (Duet®)	Manufacturer: Clarke Mosquito Control Products, Inc	No BID	165	gallon	Packaging: 275 gallon reusable tote (liquid form)	No BID		\$ -	\$ -
7	Spinosad (mix of spinosyn A and spinosyn D) (Natular™ G)	Manufacturer: Clarke Mosquito Control Products, Inc	No BID	15,000	lbs.	Packaging: 40 pound bag	No BID		\$ -	\$ -
8	Spinosad (mix of spinosyn A and spinosyn D) (Natular™ G30) (Extended Release Granule)	Manufacturer: Clarke Mosquito Control Products, Inc	No BID	15,000	lbs.	Packaging: 40 pound bag	No BID		\$ -	\$ -
9	Spinosad (mix of spinosyn A & spinosyn D) (Natular™ T30)	Manufacturer: Clarke Mosquito Control Products, Inc	No BID	8,000	tablets	Typical Packaging: Case of 400 tablets	No BID		\$ -	\$ -
10	Spinosad (mix of spinosyn A & spinosyn D) (Natular™ XRT)	Manufacturer: Clarke Mosquito Control Products, Inc	No BID	660	tablets	Typical Packaging: Case of 220 tablets	No BID		\$ -	\$ -
11	Spinosad (mix of spinosyn A & spinosyn D) (Natular™ DT)	Manufacturer: Clarke Mosquito Control Products, Inc	No BID	15,200	tablets	Typical Packaging: Case 4,000 tablets (16 pouches of 250 each)	No BID		\$ -	\$ -

Bid No.: 22-0466-B(DG)										
Bid Title : Mosquito Abatement Products										
Date & Time Due: Tuesday, May 31st, 2022										
*Unit Pricing shall be inclusive of all shipping, fuel, off-loading, insurance and any other cost or fee incurred. Bidders are encouraged to pay special attention to the Container Unit Size. For example: 600 gallon, 15 cases, briquettes, tablets etc.										
Any Equivalent products offered below shall meet the Criteria identified in EXHIBIT A - PRODUCT LIST See Section E Item 3.Please complete the EXHIBIT C - ALTERNATE PRODUCT DATA SHEET for all PROPOSED ALTERNATE PRODUCTS in Column (D)										
Product No. (A)	Product Info		**PROPOSED PRODUCT ALTERNATE (D)	Estimated Annual (12 month) Quantity		Container Size (G)	*PROPOSED ALTERNATE Container Size (Complete if different from Column (G)) (H)	*Unit Price Per UOM (I)	Annual Total (E) x (I) = (J)	Two (2) Year Total (K) (J) x (2) = (K)
	Description (B)	Manufacturer (C)		Quantity (E)	UOM (F)					
12	S-Methoprene 4.25% (MetaLarv® S-PT)	Manufacturer: Valent BioSciences Corporation	No BID	6,000	lbs.	Packaging: 40 pound bag (30 bags/pallet)	No BID		\$ -	\$ -
13	Bacillus thuringiensis subsp israelensis strain AM 65-52 (VectoBac® GS)	Manufacturer: Valent BioSciences Corp.	Summit Bti Granules	25,000	lbs.	Packaging: 40 pound bag		\$ 1.52	\$ 38,000.00	\$ 76,000.00
14	Bacillus thuringiensis subspecies israelensis strain AM65-52 (VectoBac® 12AS)	Manufacturer: Valent BioSciences Corp.	No BID	10	gallon	Packaging: 2.5 gallon (10 liter) HDPE plastic jugs, packaged 2 per case	No BID		\$ -	\$ -
15	Bacillus thuringiensis subsp israelensis strain AM 65-52 (VectoBac® WDG)	Manufacturer: Valent BioSciences Corp.	No BID	24	lbs.	Packaging: case of 24 single pound containers	No BID		\$ -	\$ -
16	Bacillus thuringiensis subspecies israelensis strain AM 65-52 (VectoBac® WDG)	Manufacturer: Valent BioSciences Corp.	No BID	500	lbs.	Packaging: 25 lbs. drum	No BID		\$ -	\$ -
17	Bacillus sphaericus Serotype H5a5b strain 2362 (VectoLex® FG)	Manufacturer: Valent BioSciences Corporation	No BID	45,600	lbs.	Packaging: 40 pound bag (granular) (30 bags per pallet)	No BID		\$ -	\$ -
18	Bacillus sphaericus 2362 (strain ABTS-1743) (VectoLex® WDG)	Manufacturer: Valent BioSciences Corporation	No BID	500	lbs.	Packaging: 25 pound drum	No BID		\$ -	\$ -
19	Bacillus sphaericus 2362, serotype H5a5b, strain ABTS 1743 (VectoLex® WSP)	Manufacturer: Valent BioSciences Corporation	No BID	2,400	10 gram packets	Typical Packaging: Case of 800 (10 gram packets) (granular water soluble packet)	No BID		\$ -	\$ -
20	Bacillus sphaericus 2362 , Serotype H5a5b, strain ABTS 1743 2.7%; Bacillus thuringiensis Subsp. israelensis Serotype H-14 Strain AM65-52 4.5% (VectoMax® FG)	Manufacturer: Valent BioSciences Corporation	No BID	30,000	lbs.	Packaging: 40 pound bags (fine granule) (30 bags/pallet)	No BID		\$ -	\$ -
21	Etofenprox 4% (Zenivex E4 RTU)	Manufacturer: Wellmark International		5	gallon	Packaging: 2.5 gallon jug x 2		\$ 92.52	\$ 462.60	\$ 925.20
22	Bacillus thuringiensis subsp. Israelensis, strain AM 65-52 6.07%, methoprene10% (VectoPrime® FG)	Manufacturer: Valent BioSciences Corporation	No BID	30,000	lbs.	Packaging: 40 pound bags (fine granule) (30 bags/pallet)	No BID		\$ -	\$ -

Bid No.: 22-0466-B(DG)										
Bid Title : Mosquito Abatement Products										
Date & Time Due: Tuesday, May 31st, 2022										
*Unit Pricing shall be inclusive of all shipping, fuel, off-loading, insurance and any other cost or fee incurred. Bidders are encouraged to pay special attention to the Container Unit Size. For example: 600 gallon, 15 cases, briquettes, tablets etc.										
Any Equivalent products offered below shall meet the Criteria identified in EXHIBIT A - PRODUCT LIST See Section E Item 3.Please complete the EXHIBIT C - ALTERNATE PRODUCT DATA SHEET for all PROPOSED ALTERNATE PRODUCTS in Column (D)										
Product No. (A)	Product Info		**PROPOSED PRODUCT ALTERNATE (D)	Estimated Annual (12 month) Quantity		Container Size (G)	*PROPOSED ALTERNATE Container Size (Complete if different from Column (G)) (H)	*Unit Price Per UOM (I)	Annual Total (E) x (I) = (J)	Two (2) Year Total (K) (J) x (2) = (K)
	Description (B)	Manufacturer (C)		Quantity (E)	UOM (F)					
23	Permanone 31-66	Manufacturer: Bayer Environmental Science		550	gallon	Packaging: 275 gallon tote		\$ 102.00	\$ 56,100.00	\$ 112,200.00
24	Fyfanon ULV	Manufacturer: Cheminova, Inc.	No BID	275	gallon	Packaging: 275 gallon tote	No BID		\$ -	\$ -
25	MERUS® 3.0	Manufacturer: Clarke Mosquito Control Products, Inc.	No BID	275	gallon	Packaging: 275 gallon tote	No BID		\$ -	\$ -
26	BVA 13	Manufacturer: BV Associates, Inc.		10	gallon	5 gallon jug		\$ 16.50	\$ 165.00	\$ 330.00
27	Deltamethrin 2.0%, a Type II pyrethroid. (DeltaGard®)	Manufacturer: Bayer Environmental Science		270	gallon	Packaging: 30 gallon returnable container		\$ 222.00	\$ 59,940.00	\$ 119,880.00
28	Methoprene 2.1% (Altosid® XR Briquettes)	Manufacturer: Wellmark International		660	briquettes	Typical Packaging: Case of 220 Briquettes		\$ 3.58	\$ 2,362.80	\$ 4,725.60
29	Methoprene 8.62% (Altosid® 30-Day Briquettes)	Manufacturer: Wellmark International		4,800	briquettes	Typical Packaging: Case of 400 Briquettes		\$ 1.25	\$ 6,000.00	\$ 12,000.00
30	Methoprene 1.5% (Altosid® XR-G)	Manufacturer: Wellmark International		6,000	lbs.	Packaging: 40 pound bags		\$ 9.40	\$ 56,400.00	\$ 112,800.00
31	Methoprene 4.25% (Zoecon® Altosid® P35 (Altosid® P35))	Manufacturer: Wellmark International		4,800	lbs.	Packaging: 30 bags of 40 lbs. each (1,200 lbs. Palletized)		\$ 18.72	\$ 89,856.00	\$ 179,712.00
32	Methoprene .2% (Altosid® SBG II)	Manufacturer: Wellmark International		48,000	lbs.	Packaging: 40 pound bags (30 bags/pallet)		\$ 3.38	\$ 162,240.00	\$ 324,480.00
Two (2) Year Total										\$ 968,782.80

Bid No.: 22-0466-B(DG)										
Bid Title : Mosquito Abatement Products										
Date & Time Due: Tuesday, May 31st, 2022										
*Unit Pricing shall be inclusive of all shipping, fuel, off-loading, insurance and any other cost or fee incurred. Bidders are encouraged to pay special attention to the Container Unit Size. For example: 600 gallon, 15 cases, briquettes, tablets etc.										
Any Equivalent products offered below shall meet the Criteria identified in EXHIBIT A - PRODUCT LIST See Section E Item 3.Please complete the EXHIBIT C - ALTERNATE PRODUCT DATA SHEET for all PROPOSED ALTERNATE PRODUCTS in Column (D)										
Product No. (A)	Product Info		**PROPOSED PRODUCT ALTERNATE (D)	Estimated Annual (12 month) Quantity		Container Size (G)	*PROPOSED ALTERNATE Container Size (Complete if different from Column (G)) (H)	*Unit Price Per UOM (I)	Annual Total (E) x (I) = (J)	Two (2) Year Total (K) (J) x (2) = (K)
	Description (B)	Manufacturer (C)		Quantity (E)	UOM (F)					
MANUFACTURER DISCOUNTS - List Manufacturer Name, MSRP published price website and % discount offered for other related mosquito abatement products. THIS ITEM WILL NOT BE USED TO DETERMINE AWARD.										
Item	Manufacturer	MSRP Price Website	Discount %							
1										
2										
3										
BULK ORDER PRICING - List any other bulk order sizes and pricing that can be offered at a savings. THIS ITEM WILL NOT BE USED TO DETERMINE AWARD.										
Item	Product	Order Size	Pricing							
1										
2										
3										