



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 06/21/2022

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Marubeni America Corporation dba Helena Agri Enterprises (Headquarters: Phoenix, AZ)

Nutrien AG Solutions, Inc. (Headquarters: Loveland, CO)

Wilbur Ellis Company, LLC (Headquarters: Tempe, AZ)

**\*Project Title/Description:**

Pesticides, Herbicides & Chemicals

**\*Purpose:**

Award: Master Agreement No. MA-PO-22-195. This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$506,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Natural Resources, Parks & Recreation.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2200086 was conducted. Three (3) responses were received. Award is to the responsive and responsible bidders.

PRCUID: 447804

Attachments: Notice of Recommendation for Award and Master Agreements.

**\*Program Goals/Predicted Outcomes:**

To purchase pesticides, herbicides and chemicals needed for the proper installation and maintenance of athletic fields, parks and landscaped areas within Pima County.

**\*Public Benefit:**

Well maintained and aesthetically pleasing parks and fields for users including players and spectators to enjoy.

**\*Metrics Available to Measure Performance:**

Compliance of Contract and timely delivery of items.

**\*Retroactive:**

No.

TO: COB 6/6/2022

vers: 1

218pgs

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-195  
Commencement Date: 08/08/2022 Termination Date: 08/07/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 506,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: General Fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ \_\_\_\_\_ % 100

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, Is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Procurement Officer: Stephen M. Romero Digitally signed by Stephen M. Romero Date: 2022.06.06 07:53:26 -0700 Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2022.06.06 08:04:54 -0700  
Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.06.06 08:50:31 -0700 Telephone: 520-724-3021  
Department Director Signature/Date: [Signature] 6/6/2022  
Deputy County Administrator Signature/Date: [Signature] 6/10/2022  
County Administrator Signature/Date: [Signature] 6/14/20  
(Required for Board Agenda/Addendum Items)



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: June 6, 2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2200086 for Pesticides, Herbicides & Chemicals that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after June 21, 2022.

Award is recommended to the responsive and responsible bidders who will share the annual award amount of \$506,000.00 (including sales tax).

<u>AWARDEE NAMES</u>	<u>BID AMOUNTS</u>
Marubeni America Corporation* Dbra Helena Agri Enterprises	\$321,353.01
Nutrien AG Solutions, Inc.**	\$379,883.55
Wilbur-Ellis Company, LLC***	\$459,537.78

\*Primary Vendor

\*\*Secondary Vendor

\*\*\*Tertiary Vendor

### OTHER RESPONDENT NAMES

None

Issued by: Stephen Romero, Procurement Officer  
Telephone Number: 520-724-3021

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).



## PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: IFB-PO-2200086

Title: Pesticides, Herbicides & Chemicals

**DUE IN AND OPENS: MAY 24, 2022 AT OR BEFORE 11:30 AM LOCAL TUCSON, AZ TIME (MST)**

**Submit Proposal to:**

Pima County Procurement Department  
150 West Congress, 5<sup>th</sup> Floor  
Tucson, Arizona 85701

**Pre-Bid Virtual Conference:**

**MAY 11, 2022 AT 10:00 AM, LOCAL TUCSON AZ TIME (MST)**

Pima County Procurement Department  
150 West Congress, 5<sup>th</sup> Floor  
Tucson, Arizona 85701

**MS Teams Meeting Only**

MS Teams Link: [Click here to join the meeting](#)

**SOLICITATION:** Pima County ("County") is soliciting bids from Offerors qualified, responsible and willing to provide Pesticides, Herbicides & Chemicals in compliance with all solicitation specifications and requirements contained or referenced herein.

**GENERAL DESCRIPTION:** To provide Pesticides, Herbicides & Chemicals, per specifications and requirements defined herein.

You may download a full copy of this solicitation at <https://vendors.pima.gov> by selecting the solicitation number. Offerors are required to check this website for amendments prior to the Due In and Opens date and time to assure that the bid incorporates all amendments. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

**PRE-BID VIRTUAL CONFERENCE:** County will hold an MS Teams meeting Pre-Bid Meeting for the purpose of clarifying requirements and answering prospective Offeror questions. This meeting will be held via MS Teams Only. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional but encouraged.

**MS TEAMS BID OPENING:** County will publicly, via an MS Teams meeting, open bids after the Due In and Opens date and time listed above or as subsequently changed by a solicitation amendment. The County will read each respondent's name. County will open bids so as to avoid disclosure of the contents of any bid to competing Offerors during the process. MS Teams Meeting Link: [Click here to join the meeting](#).

Offerors must submit bids as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for County to reject a bid as *non-responsive*.

Offerors must complete and return those documents identified in Section 4, Submission of Bids of the Instructions to Offerors document.

Offerors may not withdraw bids for sixty (60) days after opening except as allowed by Pima County Procurement Code.

The following licenses are required: Business License to sell by regulations of State of Arizona Office of Pest Management, Department of Agriculture and the Environmental Protection Agency.

Bonds are not required.

***OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.***

**County will not accept verbal requests for clarifications or interpretations.** Offerors must submit any questions or deviation requests in writing to County's Procurement Department, Attention Stephen Romero, and email: [Stephen.Romero@pima.gov](mailto:Stephen.Romero@pima.gov).

All submittals must reference the Solicitation Number and Title. County may not answer any questions that Offerors submit within eight (8) days of the solicitation "*Due in and Open*" Date and Time.

**INSTRUCTIONS TO OFFERORS**

FAILURE TO COMPLY MAY CAUSE COUNTY TO IMPROPERLY EVALUATE THE BID OR TO CONSIDER THE BID TO BE NON-RESPONSIVE

**1. PREPARATION OF RESPONSES:**

Offeror's submission must use the forms contained in this package. Offerors must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Any surety that this solicitation requires may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

**2. OFFER AGREEMENT: Pesticides, Herbicides & Chemicals/15 Pages:**

An authorized representative of Offeror **MUST** complete and sign the Offer Agreement document, certifying that the Offeror is willing and able to meet all requirements of the solicitation. The completed and signed Offer Agreement becomes a binding offer once submitted by Offeror and opened by County on the **Due In and Open** date. Once County accepts and executes the agreement, as defined by the process in this solicitation, the Offer Agreement becomes a legal contract between Offeror and County for the goods and services described therein.

**Contractor Minimum Qualifications:**

Contractor Minimum Qualifications are intended to establish the Offeror's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract Offeror must submit with the Offer Agreement all documents specified in the *Contractor Minimum Qualifications* section of the Offer Agreement. If requested in that section, Offeror must denote the license numbers or descriptions and other information requested.

**Unit Prices & Bid Certification:**

Offerors must fully complete and sign the "*Compensation & Payment*" and "*Bid/Offer Certification*" sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, Offeror must provide a Unit Price for all items defined by the Offer Agreement Unit Prices schedule. Offeror must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information for the product being offered. All unit prices must remain firm for the initial term of the executed agreement, with the exception that should Offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at a price more favorable than those given to County, Offeror must offer the same pricing to County effective on the date that price is offered to another buyer. Offeror's unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Offeror must separately invoice taxes applied to the unit price and legally applicable to Pima County purchase transactions and not include them in the item unit price. Unit Prices must include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article must be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). County will not pay any additional charges and Offeror will not invoice them. Unit prices prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days' means "calendar" days.

County reserves the right to question, clarify and correct obvious errors.

**3. SPECIFICATIONS & DEVIATIONS:**

The specifications included in this solicitation intend to identify the kind and quality of goods or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models and numbers, when given, intend to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless the solicitation otherwise specifies.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

Items included in Offeror's bid must meet the specifications and requirements set forth by the solicitation.

This is a **"no substitute"** solicitation therefore items included in Offeror's bid must meet the specifications and requirements set forth by the solicitation. Deviations are not allowed.

Deviation requests must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Offerors must submit deviation requests to County prior to the initial solicitation due date. County may not answer requests submitted within eight (8) days of the solicitation due date. Acceptance or rejection of said deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

County may consider conditional bids that do not conform to or that request exceptions to the published solicitation (and amendments) as non-responsive and may not evaluate them.

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (14) days after request by the County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

**4. SUBMISSION OF BIDS:**

Submissions are binding offers and will result in a binding contract upon acceptance by County by issuance of a properly executed contract document referencing said Offer.

Offerors are to complete, execute and submit one original and one copy/one digital copy Universal Serial Bus (USB) flash drive.

**A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete offer agreement will consist of:**

- 1. All Fifteen (15) pages of the Offer Agreement (which include Pima County's Standard Terms and Conditions), with the following sections and their requirements completed:**
  - **Section 3: Contractor Minimum Qualifications and supporting documents**
  - **Section 5: Sustainability**
  - **Section 8: Compensation & Payment**
  - **Section 13: Acknowledgement of Solicitation Amendments**
  - **Section 14: Small Business Enterprise (SBE) Certification**
  - **Section 15: Bid/Offer Certification Page**
- 2. Any other documents required by the solicitation.**

**NOTE: Insurance certification documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.**

County must receive and time-stamp bids at the specified location at or before the Due In and Opens date and time as defined by the Invitation for Bid. County's time-stamp is the official time used to determine the timeliness of the submittal. County will not accept Bids and modifications that County receives after the Due In and Opens date and time and County may return them unopened. County will open and record timely submittals promptly after the Due In and Opens date and time.

An authorized agent of Offeror must sign bids and submit them in a sealed envelope marked or labeled with the Offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due In and Opens date and time that the Invitation for Bid specifies.

County will not accept emailed or facsimiles of bids.

Failure of Offeror to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as *non-responsive* and not evaluate it.

**5. COMPLIANCE WITH AGREEMENT:**

County will execute an agreement with the successful Offeror by issuance of a Master Agreement ("MA") or Purchase Order ("PO").

**6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA):**

County will not provide results of this procurement in response to telephone inquiries. Interested parties may attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Offeror must notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the Due In and Open date set for receipt of the bid or proposal. County will respond by written amendment sent to all known potential Offerors. County may not answer issues identified less than eight (8) days prior to the Due In and Opens date.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through [http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty\\_az/title11pimacountyprocurementcode/chapter1120protests?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:pimacounty\\_az\\$sanc=JD\\_Chapter11.20](http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$sanc=JD_Chapter11.20). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of Offerors and Proposers to check the website.

**7. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement govern.

**8. VENDOR RECORD MAINTENANCE:**

By submitting a response to this solicitation, Offeror agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the solicitation due date. Offeror also agrees to update the information within ten (10) calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that Offeror establish and maintain email functionality. In addition to providing the means for an Offeror to create and maintain its Vendor record, VSS also provides for email notice to Offeror regarding solicitations that County publishes for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

**9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE:**

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, County will give a 5% bid preference to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by County. If County accepts the certification, it will evaluate the bid at 95% of the bid amount to determine the low and responsive bid. If County makes an award of contract, the contract will utilize the Unit Prices, or Lump Sum, as bid.

**To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate** which they may acquire from the City of Tucson; Department of Procurement. The City of Tucson SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: [http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx).

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

**10. DOCUMENTS MARKED CONFIDENTIAL:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are

public records. As such, those documents are subject to release or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Offeror has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

**END OF INSTRUCTIONS TO OFFERORS**

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Pesticides, Herbicides & Chemicals for athletic fields, landscaped areas and parks in Pima County, on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

Intent to award multiple vendors: Primary, Secondary and Tertiary (if available).

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the documentation are attached with the bid.
1	Contractor must be in the business selling Pesticides, Herbicides & Chemicals for a minimum of three (3) consecutive years including current year.  <b><i>Submit a Copy of Business Licenses.</i></b>	<input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No
2	Contractor must have a Business License to sell Fertilizers & Soil Conditioners as required by the Arizona Department of Agriculture for at least three (3) consecutive years.  <b><i>Submit a Copy of current Arizona Dept. of Agriculture Seller's Permit.</i></b>	<input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor shall abide by policies, rules and regulations of State of Arizona Office of Pest Management, Department of Agriculture and the Environmental Protection Agency (EPA), regarding the proper handling and use of Pesticides, Herbicides, and Chemicals. Products must include a hazardous material **Safety Data Sheet (SDS)**.

- Contractor shall provide items as specified on the item list. No substitution or Deviations allowed.
- All products shall be stored, handled and disposed in a manner that complies with the rules and regulations of Federal and State agencies, regarding Pesticides, Herbicides, Fertilizers and Chemicals.

- Contractor shall dispose of scrap and unused goods and equipment appropriately to be environmentally responsible.
- Contractor shall provide the consumer as many environmentally preferable products as possible.
- Contractor shall modify business practices to decrease air, water and ground pollution.
- Contractor practices to conserve energy and water use.
- Contractor must recycle paper, cardboard and other recyclable materials in a responsible manner. Contractor should purchase eco-friendly supplies whenever possible including office supplies.
- Items should be free of damage. Damaged items will be returned to Contractor and replacement items will be delivered at no additional cost to the County. Damaged items will be immediately brought to the attention of the Contractor.
- Contractor is responsible for all damaged items, except to the extent caused by County's negligence.

##### 5. **SUSTAINABILITY:**

In accordance with BOS Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** which of the following your business incorporates:

- ☒ Waste prevention/reduction or material recycling/reuse?
- ☐ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- ☐ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)?

##### 6. **OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offers and execute this shared contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

##### 7. **ACCEPTANCE OF GOODS & SERVICES:**

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

##### 8. **COMPENSATION & PAYMENT:**

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors*, *Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	AMRDO. 1lb. Container	300	CONT		
2	Captain XTR, 2.5 Gal	10	GAL		
3	CELSIUS WG	10	OZ		
4	Cistern-G soil Surfactant and Humectant, 50 lb. Bag	10	BAG		
5	Confront - 1 Gal Container	12	GAL		
6	Contrac Blox (rat bait) 16 lbs. or Greater	40	LB		
7	Copper Sulfate, Large, 50 lb.	10	BAG		
8	Criterion 75 WSP	50	CONT		
9	Defoamer (in squirt bottle, not pump bottle)	12	1 QT		
10	Dimension 2EW, 2.5 Container	5	CONT		
11	Drive XLR8 Herbicide	10	.50 GAL		
12	Evade 4FL, FX 1 Gal.	22	GAL		
13	Game On	60	GAL		
14	Garlon 4 ULTRA, 2.5 container	8	CONT		
15	Giant Destroyers, 4/PK/12/cs	80	CS		
16	Kaput-D Pocket Gopher Bait, 5 lb. Container	50	CONT		
17	Katana Selective Herbicide 1 Gal Container	12	CONT		
18	Kleenup Pro, 2.5 Gal. Jug	100	JUG		
19	Komeen, 2.5 Container	10	CONT		
20	Lada 75 WSP 1 gal container	148.50	CONT		
21	LI 700 Spreader Sticker 2.5 Container	15	CONT		
22	Liberate non-ionic surfactant 2.5 container	12	CONT		
23	Malice 75WSP, 48, 1.6oz/Case	8	CS		
24	Maxforce Complete Granular Insect Bait, 8 oz.	30	EA		
25	Maxforce Complete Granular Insect Bait, 4 lb. jug	25	JUG		
26	Marking Foam , Enduron	30	GAL		
27	Monument	200	5 Gram Pkg		
28	MSO Concentrate w/Lecitec Methylated Seed Oil, 2.5 Jug	10	JUG		
29	Musketeer Turf Growth Regulator, 2.5 Gal. 2/box	6	BOX		
30	Omega Gopher Grain Bait, 5 lb. Jug	90	JUG		
31	Oxidiazon 2G	275	50lb BAG		
32	Pendulum PreEmergent Herbicide, Aquacap or EC	325	CONT		
33	Podium	40	GAL		
34	Potassium Permanganate , granular , 7722-64-7 , 55 lb. Pail	10	PAIL		
35	Prosedge 2 Herbicide 1.33oz	10	EA		
36	Pennant Magnum Herbicide	8	GAL		
37	Reservoir DG- Wetting Agent of Turf, 50-lb. Bag	6	EA		
38	Resolute 4 L, 2.5 Gal. Container	22	CONT		
39	Revolver Herbicide .87oz Container	20	CONT		
40	R-11 Sticker 2.5 Gallon Container	10	CONT		
41	Roundup Pro Herbicide, 2.5 Gal. Container	350	CONT		
42	Roundup ProMax Herbicide, 1.67 Gal. Container	485	CONT		

43	Roundup Custom 2.5 gal Container	190	CONT		
44	Roundup Pro, 30 Gal. Drum	2	DM		
45	Sapphire Herbicide, 1 Gal. Container	20	CONT		
46	Sensipro Green Links XFW, 2.5 Gal Jug	130	JUG		
47	Speedzone Herbicide, 2.5 Gal. Container	40	CONT		
48	Speedzone Southern Herbicide 2.5 Gal Container	70	CONT		
49	Specticle Flo	8	GAL		
50	SureGuard Pre-Emergent Dry, 5 lb. Container	20	CONT		
51	SureGuard SC, 4X1JU, 64oz Jug	12	JUG		
52	Tank & Equipment Cleaner, 1lb.	200	EA		
53	Tempo SC Ultra Pesticide, 240 ml.	100	EA		
54	Trekker Trax, Gal.	30	GAL		
55	Tribune Herbicide, 2.5 Gal. Jug	105	JUG		
56	Tribute Total Herbicide, 6oz. Bottle	50	BTL		
57	Turf Trax, Blue Spray Indicator, 1 Gal. Container	130	CONT		
58	Wasp and Hornet Freeze, 17.5 oz. Can	550	EA		
59	All Clear Tank De-Contaminator, 1 Gal. Container	80	CONT		
60	Vivax Tabs Surfactant	6	CS		
61	46-0-0 Prilled Urea, 50 lb. Bag	200	BAG		
62	Game Up 1 gal., Growth Regulator	65	GAL		
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b>				<b>TOTAL</b>	
<b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>				<b>BID</b>	

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price)


The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount Percent: 2 % if payment tendered within 10 Days as indicated above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO or DOM document. This early pay discount **EXCLUDES AGENCY LISTED PRODUCTS** per **SUPPLIER RESTRICTIONS**

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

#### 9. **DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO or DOM document.

- Contractor must be able to provide deliveries within five (5) working days.
- Address and other information regarding delivery will be listed on the Delivery Order (DO).
- Delivery Times may vary between 7:00AM to 3:30PM.
- Contractor will use an appropriate shipping method at no additional cost to the County.
- Contractor will notify department of any delivery delays.

Contractor guarantees delivery of product or service after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

#### 10. **TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

**11. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200086 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

**Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

**Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.**

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
001	05/19/2022				

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" section? Yes ☐ No ☒

(select one)

If Yes, have you included your certification document? Yes ☐ No ☐  
(select one)

**NOTE:** If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

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**15. BID/OFFER CERTIFICATION:****CONTRACTOR LEGAL NAME:** MARUBENI AMERICA CORPORATION**BUSINESS ALSO KNOWN AS:** HELENA AGRI ENTERPRISES**MAILING ADDRESS:** 1035 S 63RD AVE**CITY/STATE/ZIP:** PHOENIX AZ, 85043**REMIT TO ADDRESS:** PO BOX 742558 - LOS ANGELES, CA 90074-2558**CITY/STATE/ZIP:** PO BOX 742558 - LOS ANGELES, CA 90074-2558**CONTACT PERSON NAME/TITLE:** PAUL GOOLSBY- PHOENIX BRANCH MANAGER**PHONE:** 602.206.5288**FAX:** 602.278.0846**CONTACT PERSON EMAIL ADDRESS:** GOOLSBYP@HELENAAGRI.COM**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** SAME AS ABOVE**CORPORATE HEADQUARTERS ADDRESS:** 225 SCHILLING BLVD- SUITE 300- COLLIERVILLE, TN 38017**WEBSITE:** WWW.HELENAPROFESSIONAL.COM

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

**SIGNATURE:** Paul Goolsby**DATE:** 05/19/2022**PAUL GOOLSBY- PHOENIX BRANCH MANAGER****PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 602.206.5288 - GOOLSBYP@HELENAAGRI.COM**County Attorney Contract Approval "As to Form".**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION AND APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a

corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**25. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that

may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOK AND RECORDS:**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**44. ISRAEL BOYCOTT CERTIFICATION:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

***END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS***

IFB2200086

PRICING SUBMITTED BY HELENA AGRI ENTERPRISES- PAUL GOOLSBY- BRANCH MANAGER- PHOENIX SPECIALTY

ITEM NO	PRODUCT DESCRIPTION	ANNUAL	UOM	UNIT PRICE	EXTENDED
1	AMRDO. 1lb. Container	300	CONT	\$11.50	\$3,450.00
2	Captain XTR, 2.5 Gal	10	GAL	\$35.50	\$355.00
3	CELSIUS WG- THIS IS SOLD AS A 10oz BOTTLE- AMOUNT IS 1 BOTTLE	10	OZ	\$11.025	\$110.25
4	Cistern-G soil Surfactant and Humectant, 50 lb. Bag	10	BAG		\$0.00
5	Confront - 1 Gal Container	12	GAL	\$138.50	\$1,662.00
6	Contrac Blox (rat bait) 16 lbs. or Greater- PRICE SHOWN IS PER LB	40	LB	\$5.45	\$218.00
7	Copper Sulfate, Large, 50 lb.	10	BAG	\$150.00	\$1,500.00
8	Criterion 75 WSP- PRODUCT LINE HAS BEEN DISCONTINUED BY BAYER	50	CONT		\$0.00
9	Defoamer (in squirt bottle, not pump bottle)	12	1 QT		\$0.00
10	Dimension 2EW, 2.5 Container	5	CONT	\$555.45	\$2,777.25
11	Drive XLR8 Herbicide	10	.50 GAL	\$67.90	\$679.00
12	Evade 4FL, FX 1 Gal.	22	GAL		\$0.00
13	Game On	60	GAL	\$53.00	\$3,180.00
14	Garlon 4 ULTRA, 2.5 container- PRICE IS PER CONTAINER (2.5GAL)	8	CONT	\$200.00	\$1,600.00
15	Giant Destroyers, 4/PK/12/cs	80	CS		\$0.00
16	Kaput-D Pocket Gopher Bait, 5 lb. Container	50	CONT		\$0.00
17	Katana Selective Herbicide 1 Gal Container-THIS IS A DRY PRODUCT SOLD IN A 5oz BOTTLE	12	CONT	\$194.40	\$2,332.80
18	Kleenup Pro, 2.5 Gal. Jug	100	JUG		\$0.00
19	Komeen, 2.5 Container	10	CONT	\$82.225	\$822.25
20	Lada 75 WSP 1 gal container148.50	25	CONT		\$0.00
21	LI 700 Spreader Sticker 2.5 Container	15	CONT		\$0.00
22	Liberate non-ionic surfactant 2.5 container	12	CONT		\$0.00
23	Malice 75WSP, 48, 1.6oz/Case- NO INVENTORY AVAILABLE	8	CS		\$0.00
24	Maxforce Complete Granular Insect Bait, 8 oz.	30	EA	\$12.25	\$367.50
25	Maxforce Complete Granular Insect Bait, 4 lb. jug	25	JUG	\$64.00	\$1,600.00
26	Marking Foam , Enduron	30	GAL		\$0.00

IFB2200086

PRICING SUBMITTED BY HELENA AGRI ENTERPRISES- PAUL GOOLSBY- BRANCH MANAGER- PHOENIX SPECIALTY

ITEM NO	PRODUCT DESCRIPTION	ANNUAL	UOM	UNIT PRICE	EXTENDED
27	Monument	200	5 Gram Pkg	\$55.00	\$11,000.00
28	MSO Concentrate w/Lecitec Methylated Seed Oil, 2.5 Jug	10	JUG	\$45.00	\$450.00
29	Musketeer Turf Growth Regulator, 2.5 Gal. 2/box- QUOTED AS A BOX OR 5 GAL TOTAL PER BOX	6	BOX	\$1,684.30	\$10,105.80
30	Omega Gopher Grain Bait, 5 lb. Jug	90	JUG		\$0.00
31	Oxidiazon 2G	275	50lb BAG	\$66.00	\$18,150.00
32	Pendulum PreEmergent Herbicide, Aquacap or EC- CONTAINER IS 2.5 GAL JUG- ****	325	CONT	\$97.50	\$31,687.50
33	Podium- CONTAINER IS 1 GAL JUG	40	GAL	\$139.00	\$5,560.00
34	Potassium Permanganate, granular, 7722-64-7, 55 lb. Pail	10	PAIL		\$0.00
35	Prosedge 2 Herbicide 1.33oz	10	EA	\$61.00	\$610.00
36	Pennant Magnum Herbicide	8	GAL	\$235.00	\$1,880.00
37	Reservoir DG- Wetting Agent of Turf, 50-lb. Bag	6	EA	\$90.00	\$540.00
38	Resolute 4 L, 2.5 Gal. Container- THESE ARE SOLD AS 1 GAL CONTAINERS- PRICE IS PER GAL	22	GAL	\$69.00	\$1,518.00
39	Revolver Herbicide .87oz Container	20	CONT	\$632.00	\$12,640.00
40	R-11 Sticker 2.5 Gallon Container	10	CONT		\$0.00
41	Roundup Pro Herbicide, 2.5 Gal. Container	350	CONT	\$103.50	\$36,225.00
42	Roundup ProMax Herbicide, 1.67 Gal. Container	485	CONT	\$86.00	\$41,710.00
43	Roundup Custom 2.5 gal Container	190	CONT	\$112.50	\$21,375.00
44	Roundup Pro, 30 Gal. Drum	2	DM	\$1,200.00	\$2,400.00
45	Sapphire Herbicide, 1 Gal. Container	20	CONT	\$600.00	\$12,000.00
46	Sensipro Green Links XFW, 2.5 Gal Jug	130	JUG		\$0.00
47	Speedzone Herbicide, 2.5 Gal. Container	40	CONT	\$185.00	\$7,400.00
48	Speedzone Southern Herbicide 2.5 Gal Container	70	CONT	\$177.50	\$12,425.00
49	Specticle Flo	8	GAL	\$1,861.00	\$14,888.00
50	SureGuard Pre-Emergent Dry, 5 lb. Container- NOT CURRENTLY BEING PRODUCED	20	CONT		\$0.00
51	SureGuard SC, 4X1JU, 64oz Jug	12	JUG	\$567.68	\$6,812.16
52	Tank & Equipment Cleaner, 1lb.	200	EA		\$0.00
53	Tempo SC Ultra Pesticide, 240 ml.	100	EA	\$46.20	\$4,620.00
54	Trekker Trax, Gal.	30	GAL		\$0.00
55	Tribune Herbicide, 2.5 Gal. Jug	105	JUG	\$162.50	\$17,062.50
56	Tribute Total Herbicide, 6oz. Bottle	50	BTL	\$382.00	\$19,100.00
57	Turf Trax, Blue Spray Indicator, 1 Gal. Container	130	CONT		\$0.00
58	Wasp and Hornet Freeze, 17.5 oz. Can	550	EA	\$8.80	\$4,840.00
59	All Clear Tank De-Contaminator, 1 Gal. Container	80	CONT		\$0.00
60	Vivax Tabs Surfactant	6	CS		\$0.00
61	46-0-0 Prilled Urea, 50 lb. Bag	200	BAG	\$28.50	\$5,700.00
62	Game Up 1 gal., Growth Regulator	65	GAL		\$0.00

ITEMS SHOWN IN YELLOW ARE EITHER UNAVAILABLE, PRODUCT WE CANNOT SOURCE, OR PRODUCT TOO VOLATILE TO PRICE

# Request for Taxpayer Identification Number and Certification

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

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

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

**MARUBENI AMERICA CORPORATION**

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

**HELENA AGR-ENTERPRISES, LLC (AKA HELENA CHEMICAL COMPANY)**

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**225 SCHILLING BLVD, STE 300**

6 City, state, and ZIP code

**COLLIERVILLE, TN 38017**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

1 2 3 - 4 5 - 6 7 8 9 0

OR

Employer identification number

1 3 - 5 6 4 3 1 9 0

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

*[Signature]*

Date ►

1/1/22

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

*MTM*



*People...Products...Knowledge...*

Amendment Clarification – IFB-2200086

Submitted by Helena Agri-Enterprises

Paul Goolsby- Phoenix Branch Manager

Noted in Section 8- Optional Payment and Discount Terms:

We will offer a 2% discount for payments posted in 10 days, and that discount will be shown on each invoice. Per supplier restrictions, this is eligible on all NON-AGENCY products. We are not able to offer the 2% discount on AGENCY Products.

Under the Specified Items, products #3, #29, #39, and #56 are AGENCY products from different suppliers, and those products would not receive the discount when ordered by Pima County.



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000195

MA Version: 1

Page: 5 of 12

Description: Pesticides, Herbicides & Chemicals

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: STEPHEN ROMERO Phone: 5207243021 Email: stephen.romero@pima.gov</p>	T E R M S	<p>Initiation Date: 08-08-2022 Expiration Date: 08-07-2023</p> <div><p>NTE Amount:</p><p>Used Amount: \$0.00</p></div>
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V E N D O R	<p>Marubeni America Corporation</p> <p>DBA: Helena Agri-Enterprises LLC AKA Helena Chemical Company</p> <p>1035 S 63rd Ave Phoenix AZ 85043</p>	<p>Contact: Paul Goolsby Phone: 602-206-5288 Email: goolsbyp@helenaagri.com Terms: 2.00 % Days: 10</p>
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Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

**Modification Reason**

This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$506,000.00 (including sales tax) and includes four (4) one-year renewal options.  
Attachments: Offer Agreements.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000195

MA Version: 1

Page: 6 of 12

Line	Description					
1	AMRDO. 1lb. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$11.50			
2	Captain XTR, 2.5 Gal					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$35.50			
3	CELSIUS WG					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	OZ	\$11.03			
4	Confront - 1 Gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$138.50			
5	Contrac Blox (rat bait) 16 lbs. or Greater					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LB	\$5.45			
6	Copper Sulfate, Large, 50 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$150.00			
7	Dimension 2EW, 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$555.45			
8	Drive XLR8 Herbicide					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$67.90			
9	Game On					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$53.00			
10	Garlon 4 ULTRA, 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$200.00			
11	Katana Selective Herbicide 1 Gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$194.40			
12	Komeen, 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$82.23			
13	Maxforce Complete Granular Insect Bait, 8 oz.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.25			
14	Maxforce Complete Granular Insect Bait, 4 lb. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$64.00			
15	Monument					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	PKG	\$55.00			
16	MSO Concentrate w/Lecitec Methylated Seed Oil, 2.5 Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$45.00			
17	Musketeer Turf Growth Regulator, 2.5 Gal. 2/Box					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BOX	\$1,684.30			
18	Oxidiazon 2G					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$66.00			
19	Pendulum PreEmergent Herbicide, Aquacap or EC					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$97.50			



# MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000195

MA Version: 1

Page: 7 of 12

Line	Description					
20	Podium Discount 0.0000 %	UOM GAL	Unit Price \$139.00	Stock Code	VPN	MPN
21	Proseedge 2 Herbicide 1.33oz Discount 0.0000 %	UOM EA	Unit Price \$61.00	Stock Code	VPN	MPN
22	Pennant Magnum Herbicide Discount 0.0000 %	UOM GAL	Unit Price \$235.00	Stock Code	VPN	MPN
23	Reservoir DG- Wetting Agent of Turf, 50-lb. Bag Discount 0.0000 %	UOM EA	Unit Price \$90.00	Stock Code	VPN	MPN
24	Resolute 4 L, 2.5 Gal. Container Discount 0.0000 %	UOM CONT	Unit Price \$69.00	Stock Code	VPN	MPN
25	Revolver Herbicide .87oz Container Discount 0.0000 %	UOM CONT	Unit Price \$632.00	Stock Code	VPN	MPN
26	Roundup Pro Herbicide, 2.5 Gal. Container Discount 0.0000 %	UOM CONT	Unit Price \$103.50	Stock Code	VPN	MPN
27	Roundup ProMax Herbicide, 1.67 Gal. Container Discount 0.0000 %	UOM CONT	Unit Price \$86.00	Stock Code	VPN	MPN
28	Roundup Custom 2.5 gal Container Discount 0.0000 %	UOM CONT	Unit Price \$112.50	Stock Code	VPN	MPN
29	Roundup Pro, 30 Gal. Drum Discount 0.0000 %	UOM DM	Unit Price \$1,200.00	Stock Code	VPN	MPN
30	Sapphire Herbicide, 1 Gal. Container Discount 0.0000 %	UOM CONT	Unit Price \$600.00	Stock Code	VPN	MPN
31	Speedzone Herbicide, 2.5 Gal. Container Discount 0.0000 %	UOM CONT	Unit Price \$185.00	Stock Code	VPN	MPN
32	Speedzone Southern Herbicide 2.5 Gal Container Discount 0.0000 %	UOM CONT	Unit Price \$177.50	Stock Code	VPN	MPN
33	Specticle Flo Discount 0.0000 %	UOM GAL	Unit Price \$1,861.00	Stock Code	VPN	MPN
34	SureGuard SC, 4X1JU, 64oz Jug Discount 0.0000 %	UOM JUG	Unit Price \$567.68	Stock Code	VPN	MPN
35	Tempo SC Ultra Pesticide, 240 ml. Discount 0.0000 %	UOM EA	Unit Price \$46.20	Stock Code	VPN	MPN
36	Tribune Herbicide, 2.5 Gal. Jug Discount 0.0000 %	UOM JUG	Unit Price \$162.50	Stock Code	VPN	MPN
37	Tribute Total Herbicide, 6oz. Bottle Discount 0.0000 %	UOM BTL	Unit Price \$382.00	Stock Code	VPN	MPN
38	Wasp and Hornet Freeze, 17.5 oz. Can Discount 0.0000 %	UOM EA	Unit Price \$8.80	Stock Code	VPN	MPN



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000195

MA Version: 1

Page: 8 of 12

Line	Description					
39	46-0-0 Prilled Urea, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.50			



## **PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)**

**Solicitation Number:** IFB-PO-2200086

**Title:** Pesticides, Herbicides & Chemicals

**DUE IN AND OPENS:** MAY 24, 2022 AT OR BEFORE 11:30 AM LOCAL TUCSON, AZ TIME (MST)

**Submit Proposal to:**

Pima County Procurement Department  
150 West Congress, 5<sup>th</sup> Floor  
Tucson, Arizona 85701

**Pre-Bid Virtual Conference:**

**MAY 11, 2022 AT 10:00 AM, LOCAL TUCSON AZ TIME (MST)**  
Pima County Procurement Department  
150 West Congress, 5<sup>th</sup> Floor  
Tucson, Arizona 85701

**MS Teams Meeting Only**

MS Teams Link: [Click here to join the meeting](#)

**SOLICITATION:** Pima County ("County") is soliciting bids from Offerors qualified, responsible and willing to provide Pesticides, Herbicides & Chemicals in compliance with all solicitation specifications and requirements contained or referenced herein.

**GENERAL DESCRIPTION:** To provide Pesticides, Herbicides & Chemicals, per specifications and requirements defined herein.

You may download a full copy of this solicitation at <https://vendors.pima.gov> by selecting the solicitation number. Offerors are required to check this website for amendments prior to the Due In and Opens date and time to assure that the bid incorporates all amendments. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

**PRE-BID VIRTUAL CONFERENCE:** County will hold an MS Teams meeting Pre-Bid Meeting for the purpose of clarifying requirements and answering prospective Offeror questions. This meeting will be held via MS Teams Only. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional but encouraged.

**MS TEAMS BID OPENING:** County will publicly, via an MS Teams meeting, open bids after the Due In and Opens date and time listed above or as subsequently changed by a solicitation amendment. The County will read each respondent's name. County will open bids so as to avoid disclosure of the contents of any bid to competing Offerors during the process. MS Teams Meeting Link: [Click here to join the meeting](#).

Offerors must submit bids as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for County to reject a bid as *non-responsive*.

Offerors must complete and return those documents identified in Section 4, Submission of Bids of the Instructions to Offerors document.

Offerors may not withdraw bids for sixty (60) days after opening except as allowed by Pima County Procurement Code.

The following licenses are required: Business License to sell by regulations of State of Arizona Office of Pest Management, Department of Agriculture and the Environmental Protection Agency.

Bonds are not required.

***OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.***

**County will not accept verbal requests for clarifications or interpretations.** Offerors must submit any questions or deviation requests in writing to County's Procurement Department, Attention Stephen Romero, and email: [Stephen.Romero@pima.gov](mailto:Stephen.Romero@pima.gov).

All submittals must reference the Solicitation Number and Title. County may not answer any questions that Offerors submit within eight (8) days of the solicitation *"Due in and Open" Date and Time*.

**INSTRUCTIONS TO OFFERORS**

FAILURE TO COMPLY MAY CAUSE COUNTY TO IMPROPERLY EVALUATE THE BID OR TO CONSIDER THE BID TO BE NON-RESPONSIVE

**1. PREPARATION OF RESPONSES:**

Offeror's submission must use the forms contained in this package. Offerors must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Any surety that this solicitation requires may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

**2. OFFER AGREEMENT: Pesticides, Herbicides & Chemicals/15 Pages:**

An authorized representative of Offeror **MUST** complete and sign the Offer Agreement document, certifying that the Offeror is willing and able to meet all requirements of the solicitation. The completed and signed Offer Agreement becomes a binding offer once submitted by Offeror and opened by County on the **Due In and Open** date. Once County accepts and executes the agreement, as defined by the process in this solicitation, the Offer Agreement becomes a legal contract between Offeror and County for the goods and services described therein.

**Contractor Minimum Qualifications:**

Contractor Minimum Qualifications are intended to establish the Offeror's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract Offeror must submit with the Offer Agreement all documents specified in the *Contractor Minimum Qualifications* section of the Offer Agreement. If requested in that section, Offeror must denote the license numbers or descriptions and other information requested.

**Unit Prices & Bid Certification:**

Offerors must fully complete and sign the "*Compensation & Payment*" and "*Bid/Offer Certification*" sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, Offeror must provide a Unit Price for all items defined by the Offer Agreement Unit Prices schedule. Offeror must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information for the product being offered. All unit prices must remain firm for the initial term of the executed agreement, with the exception that should Offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at a price more favorable than those given to County, Offeror must offer the same pricing to County effective on the date that price is offered to another buyer. Offeror's unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Offeror must separately invoice taxes applied to the unit price and legally applicable to Pima County purchase transactions and not include them in the item unit price. Unit Prices must include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article must be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). County will not pay any additional charges and Offeror will not invoice them. Unit prices prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days' means "calendar" days.

County reserves the right to question, clarify and correct obvious errors.

**3. SPECIFICATIONS & DEVIATIONS:**

The specifications included in this solicitation intend to identify the kind and quality of goods or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models and numbers, when given, intend to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless the solicitation otherwise specifies.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

Items included in Offeror's bid must meet the specifications and requirements set forth by the solicitation.

This is a **"no substitute"** solicitation therefore items included in Offeror's bid must meet the specifications and requirements set forth by the solicitation. Deviations are not allowed.

Deviation requests must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Offerors must submit deviation requests to County prior to the initial solicitation due date. County may not answer requests submitted within eight (8) days of the solicitation due date. Acceptance or rejection of said deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

County may consider conditional bids that do not conform to or that request exceptions to the published solicitation (and amendments) as non-responsive and may not evaluate them.

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (14) days after request by the County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

#### **4. SUBMISSION OF BIDS:**

Submissions are binding offers and will result in a binding contract upon acceptance by County by issuance of a properly executed contract document referencing said Offer.

Offerors are to complete, execute and submit one original and one copy/one digital copy Universal Serial Bus (USB) flash drive.

**A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete offer agreement will consist of:**

**1. All Fifteen (15) pages of the Offer Agreement (which include Pima County's Standard Terms and Conditions), with the following sections and their requirements completed:**

- **Section 3: Contractor Minimum Qualifications and supporting documents**
- **Section 5: Sustainability**
- **Section 8: Compensation & Payment**
- **Section 13: Acknowledgement of Solicitation Amendments**
- **Section 14: Small Business Enterprise (SBE) Certification**
- **Section 15: Bid/Offer Certification Page**

**2. Any other documents required by the solicitation.**

**NOTE: Insurance certification documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.**

County must receive and time-stamp bids at the specified location at or before the Due In and Opens date and time as defined by the Invitation for Bid. County's time-stamp is the official time used to determine the timeliness of the submittal. County will not accept Bids and modifications that County receives after the Due In and Opens date and time and County may return them unopened. County will open and record timely submittals promptly after the Due In and Opens date and time.

An authorized agent of Offeror must sign bids and submit them in a sealed envelope marked or labeled with the Offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due In and Opens date and time that the Invitation for Bid specifies.

County will not accept emailed or facsimiles of bids.

Failure of Offeror to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as *non-responsive* and not evaluate it.

**5. COMPLIANCE WITH AGREEMENT:**

County will execute an agreement with the successful Offeror by issuance of a Master Agreement ("MA") or Purchase Order ("PO").

**6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA):**

County will not provide results of this procurement in response to telephone inquiries. Interested parties may attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Offeror must notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the Due In and Open date set for receipt of the bid or proposal. County will respond by written amendment sent to all known potential Offerors. County may not answer issues identified less than eight (8) days prior to the Due In and Opens date.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through [http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty\\_az/title11pimacountyprocurementcode/chapter1120protests?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:pimacounty\\_az\\$anc=JD\\_Chapter11.20](http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$anc=JD_Chapter11.20). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of Offerors and Proposers to check the website.

**7. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement govern.

**8. VENDOR RECORD MAINTENANCE:**

By submitting a response to this solicitation, Offeror agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the solicitation due date. Offeror also agrees to update the information within ten (10) calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that Offeror establish and maintain email functionality. In addition to providing the means for an Offeror to create and maintain its Vendor record, VSS also provides for email notice to Offeror regarding solicitations that County publishes for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

**9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE:**

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, County will give a 5% bid preference to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by County. If County accepts the certification, it will evaluate the bid at 95% of the bid amount to determine the low and responsive bid. If County makes an award of contract, the contract will utilize the Unit Prices, or Lump Sum, as bid.

**To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate** which they may acquire from the City of Tucson; Department of Procurement. The City of Tucson SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: [http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx).

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

**10. DOCUMENTS MARKED CONFIDENTIAL:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are

public records. As such, those documents are subject to release or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Offeror has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

**END OF INSTRUCTIONS TO OFFERORS**

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Pesticides, Herbicides & Chemicals for athletic fields, landscaped areas and parks in Pima County, on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

Intent to award multiple vendors: Primary, Secondary and Tertiary (if available).

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the documentation are attached with the bid.
1	Contractor must be in the business selling Pesticides, Herbicides & Chemicals for a minimum of three (3) consecutive years including current year.  <b><i>Submit a Copy of Business Licenses.</i></b>	<input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No
2	Contractor must have a Business License to sell Fertilizers & Soil Conditioners as required by the Arizona Department of Agriculture for at least three (3) consecutive years.  <b><i>Submit a Copy of current Arizona Dept. of Agriculture Seller's Permit.</i></b>	<input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor shall abide by policies, rules and regulations of State of Arizona Office of Pest Management, Department of Agriculture and the Environmental Protection Agency (EPA), regarding the proper handling and use of Pesticides, Herbicides, and Chemicals. Products must include a hazardous material **Safety Data Sheet (SDS)**.

- Contractor shall provide items as specified on the item list. No substitution or Deviations allowed.
- All products shall be stored, handled and disposed in a manner that complies with the rules and regulations of Federal and State agencies, regarding Pesticides, Herbicides, Fertilizers and Chemicals.

- Contractor shall dispose of scrap and unused goods and equipment appropriately to be environmentally responsible.
- Contractor shall provide the consumer as many environmentally preferable products as possible.
- Contractor shall modify business practices to decrease air, water and ground pollution.
- Contractor practices to conserve energy and water use.
- Contractor must recycle paper, cardboard and other recyclable materials in a responsible manner. Contractor should purchase eco-friendly supplies whenever possible including office supplies.
- Items should be free of damage. Damaged items will be returned to Contractor and replacement items will be delivered at no additional cost to the County. Damaged items will be immediately brought to the attention of the Contractor.
- Contractor is responsible for all damaged items, except to the extent caused by County's negligence.

**5. SUSTAINABILITY:**

In accordance with BOS Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** which of the following your business incorporates:

- ☒ Waste prevention/reduction or material recycling/reuse?
- ☐ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- ☒ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)?

**6. OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offers and execute this shared contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**7. ACCEPTANCE OF GOODS & SERVICES:**

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

**8. COMPENSATION & PAYMENT:**

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors*, *Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	AMRDO, 1lb. Container <i>Amdro</i>	300	CONT	10.95	3285.00
2	Captain XTR, 2.5 Gal	10	GAL	43.50	435.00
3	CELSIUS WG	10	OZ	11.025	110.25
4	Cistern-G soil Surfactant and Humectant, 50 lb. Bag	10	BAG	69.00	690.00
5	Confront - 1 Gal Container	12	GAL	150.00	1800.00
6	Contrac Blox (rat bait) 16 lbs. or Greater	40	LB		
7	Copper Sulfate, Large, 50 lb.	10	BAG	142.50	1425.00
8	Criterion 75 WSP <i>Merit 75WSP 4x1.6oz/c</i>	50	CONT	24.00	1200.00
9	Defoamer (in squirt bottle, not pump bottle) <i>Unfoamer</i>	12	1 QT	24.00	288.00
10	Dimension 2EW, 2.5 Container	5	CONT	570.45	2852.25
11	Drive XLR8 Herbicide	10	.50 GAL	49.50	495.00
12	Evade 4FL, FX 1 Gal.	22	GAL	81.00	1782.00
13	Game On	60	GAL	53.00	3180.00
14	Garlon 4 ULTRA, 2.5 container	8	CONT	225.00	1800.00
15	Giant Destroyers, 4/PK/12/cs	80	CS	49.32	3945.60
16	Kaput-D Pocket Gopher Bait, 5 lb. Container	50	CONT	20.55	1027.50
17	Katana Selective Herbicide 1 Gal Container	12	CONT	576.45	6917.40
18	Kleenup Pro, 2.5 Gal. Jug	100	JUG	117.50	11750.00
19	Komeen, 2.5 Container	10	CONT	82.225	822.25
20	Lada 75 WSP 1 gal container 148.50	25	CONT		
21	LI 700 Spreader Sticker 2.5 Container	15	CONT	85.00	1275.00
22	Liberate non-ionic surfactant 2.5 container	12	CONT	92.25	1107.00
23	Malice 75WSP, 48, 1.6oz/Case <i>Merit 75WSP 1lb x 1.6oz</i>	8	CS	1304.60	2609.20
24	Maxforce Complete Granular Insect Bait, 8 oz.	30	EA		
25	Maxforce Complete Granular Insect Bait, 4 lb. jug	25	JUG		
26	Marking Foam, Enduron <i>Trekke Trax</i>	30	GAL	34.50	1035.00
27	Monument	200	5 Gram Pkg	49.50	9900.00
28	MSO Concentrate w/Lecitec Methylated Seed Oil, 2.5 Jug	10	JUG	60.00	600.00
29	Musketeer Turf Growth Regulator, 2.5 Gal. 2/box	6	BOX	1709.55	10257.30
30	Omega Gopher Grain Bait, 5 lb. Jug	90	JUG	37.50	3375.00
31	Oxidiazon 2G	275	50lb BAG	75.00	20625.00
32	Pendulum PreEmergent Herbicide, Aquacap or EC	325	CONT	107.25	34856.25
33	Podium	40	GAL	165.00	6600.00
34	Potassium Permanganate, granular, 7722-64-7, 55 lb. Pail <i>Garne Up</i>	10	PAIL		
35	Prosedge 2 Herbicide 1.33oz <i>Sedgehammer 1.33oz</i>	10	EA	57.00	570.00
36	Pennant Magnum Herbicide	8	GAL	240.00	1920.00
37	Reservoir DG- Wetting Agent of Turf, 50-lb. Bag	6	EA	142.50	855.00
38	Resolute 4 L, 2.5 Gal. Container <i>Evade</i>	22	CONT	81.00	4455.00
39	Revolver Herbicide .87oz Container	20	CONT	632.00	12640.00
40	R-11 Sticker 2.5 Gallon Container <i>Activator 90</i>	10	CONT	59.25	592.50
41	Roundup Pro Herbicide, 2.5 Gal. Container <i>MAKAPU</i>	350 in 2.5	CONT	117.50	41125.00
42	Roundup ProMax Herbicide, 1.67 Gal. Container	485	CONT	85.17	41307.45

43	Roundup Custom 2.5 gal Container <i>Makazein 2.5 gal</i>	190	CONT	117.50	22,325.00
44	Roundup Pro, 30 Gal. Drum <i>Makaze in 2.5 gal</i>	2	DM	1410.00	2,820.00
45	Sapphire Herbicide, 1 Gal. Container	20	CONT	600.00	12,000.00
46	Sensipro Green Links XFW, 2.5 Gal Jug <i>Endurant in 2.5</i>	130	JUG		
47	Speedzone Herbicide, 2.5 Gal. Container <i>EW</i>	40	CONT	217.375	8695.00
48	Speedzone Southern Herbicide 2.5 Gal Container <i>EW</i>	70	CONT	177.50	12,425.00
49	Specticle Flo	8	GAL	1861.00	14,888.00
50	SureGuard Pre-Emergent Dry, 5 lb. Container	20	CONT	N/A	
51	SureGuard SC, 4X1JU, 64oz Jug	12	JUG	567.50	6810.00
52	Tank & Equipment Cleaner, 1lb.	200	EA		
53	Tempo SC Ultra Pesticide, 240 ml.	100	EA	54.00	5400.00
54	Trekker Trax, Gal.	30	GAL	34.50	1035.00
55	Tribune Herbicide, 2.5 Gal. Jug	105	JUG		
56	Tribute Total Herbicide, 6oz. Bottle	50	BTL	382.00	19,100.00
57	Turf Trax, Blue Spray Indicator, 1 Gal. Container	130	CONT	32.70	4251.00
58	Wasp and Hornet Freeze, 17.5 oz. Can	550	EA	9.90	5445.00
59	All Clear Tank De-Contaminator, 1 Gal. Container	80	CONT	30.00	2400.00
60	Vivax Tabs Surfactant	6	CS		
61	46-0-0 Prilled Urea, 50 lb. Bag	200	BAG	34.50	6900.00
62	Game Up 1 gal., Growth Regulator	65	GAL	165.00	10,725.00
FOB Destination/Unloaded; include cost of freight in unit price.				TOTAL	354,638.95
Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				BID	

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e. Manufacturer's List Price - (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price - (List price x Discount %) = Discounted Unit Price)


The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount Percent: 0 % if payment tendered within NET 30 Days as indicated above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO or DOM document.

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

#### 9. **DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO or DOM document.

- Contractor must be able to provide deliveries within five (5) working days.
- Address and other information regarding delivery will be listed on the Delivery Order (DO).
- Delivery Times may vary between 7:00AM to 3:30PM.
- Contractor will use an appropriate shipping method at no additional cost to the County.
- Contractor will notify department of any delivery delays.

Contractor guarantees delivery of product or service after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

#### 10. **TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

**11. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200086 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

**Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
attached					

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" section? Yes ☐ No ☒ (select one)

If Yes, have you included your certification document? Yes ☐ No ☐ (select one)

**NOTE:** If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

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15. **BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: Nutrien Ag Solutions inc

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 1101 E. 18th StreetCITY/STATE/ZIP: Tucson, AZ 85719REMIT TO ADDRESS: Same

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: Gigi Nitka, sales repPHONE: 520 293-4330 FAX: 520 887-5369CONTACT PERSON EMAIL ADDRESS: gigi.nitka@nutrien.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: gigi.nitka@nutrien.comCORPORATE HEADQUARTERS ADDRESS: Suite 700 211 19th St. East Saskatoon SK S7K 5R5WEBSITE: www.nutrien.com Canada

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

SIGNATURE:  DATE: May 23, 2022Gigi Nitka, sales representative

PRINTED NAME &amp; TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 520 631-3717 gigi.nitka@nutrien.com

County Attorney Contract Approval "As to Form".

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION AND APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a

corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**25. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that

may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOK AND RECORDS:**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**44. ISRAEL BOYCOTT CERTIFICATION:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

***END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS***

## Alternates

Criterion 75WSP not available alternate = Merit 75WSP  
also, alternate size of pkg is 110 x 1.6-oz pkts.

Defoamer alternate is Unfoamer.

Podium alternate is Game Up.

Marking Foam alternate is Trekker Trax.

Pro Sedge 2 alternate is Sedgehammer.

Reservoir DG alternate is Repond 3 granular.

Roundup pro concentrate alternate is Makaze

Kleenup pro alternate is Makaze.

R 11 alternate is Activator 90.



# ACTIVATOR 90

## NON-IONIC SURFACTANT PENETRANT • ANTIFOAMING AGENT

### Principal Functioning Agents:

Alkylphenol ethoxylate, alcohol ethoxylate and tall oil fatty acid .....	90%
Constituents ineffective as spray adjuvant.....	10%
<b>TOTAL .....</b>	<b>100%</b>

CA Reg. No. 34704-50034; WA Reg No. 34704-04001

**KEEP OUT OF REACH OF CHILDREN**



## WARNING

**Precautionary Statements:** May be harmful if swallowed. May be harmful in contact with skin. Harmful if inhaled. Causes eye irritation. Wash hands thoroughly after handling. Avoid breathing dust/fume/gas/mist/vapors/spray. Use only outdoors or in a well-ventilated area.  
**Environmental Precautions:** Prevent further leakage or spillage if safe to do so. Do not contaminate water. Do not allow to enter drains, sewers, or watercourses.

### NET CONTENTS:

- ☐ 30 GL (113.6 L)  
☐ 275 GL (1040.9 L)  
☐ \_\_\_\_\_



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

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

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

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

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

**GENERAL:** **ACTIVATOR 90** is a low-foaming, non-ionic type spreader adjuvant. **ACTIVATOR 90** provides quick wetting, more uniform distribution, and increases retention of spray by reducing surface tension of the spray droplets. **ACTIVATOR 90** is a water soluble adjuvant that may also be used as an interfacial agent for wettable powders. Variations in conditions of use can cause some variation in the amount of **ACTIVATOR 90** required. The minimum required to give a smooth, uniform coverage usually gives the most effective results.

**MIXING INSTRUCTIONS:** For wettable powders and water soluble materials, add **ACTIVATOR 90** in water before adding pesticide to spray tank. For emulsifiable products, add **ACTIVATOR 90** after a good emulsion is formed.

**THIS PRODUCT CAN BE USED IN THE FOLLOWING SETTINGS: AGRICULTURAL, AQUATIC, FORESTRY, INDUSTRIAL, MUNICIPAL, NON-CROPLAND, ORNAMENTAL, RIGHTS-OF-WAY AND TURF. (NOT FOR AQUATIC USE IN WASHINGTON.)**

**DIRECTIONS FOR USE:** Some pesticides have stated adjuvant use rates. In all cases, the pesticide manufacturer's label should be consulted regarding specific adjuvant use recommendations and that rate followed. Do not add adjuvant at a level that would exceed 5% of the finished spray volume. For tank mix compatibility concerns, conduct a jar test of the proposed mixture to ensure compatibility of all components. Mix components in the same ratio as the proposed tank mix.

### Herbicides, Defoliants, Desiccants:

1 to 4 pints/100 gallons of spray mixture.

### Insecticides, Fungicides, Acaricides, Plant Growth Regulators, Foliar Nutrients:

1 to 4 pints/100 gallons of spray mixture.

**Turf, Ornamental, and Industrial Spraying:** 1 to 3 ounces per 5 gallons of spray mixture. **NOTE:** This product has demonstrated excellent plant safety; however, not all species and varieties have been tested. Before treating a large area, treat a small area and observe prior to full-scale application. **DO NOT USE ON ROSES.**

### STORAGE AND DISPOSAL

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

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

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

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



# ACTIVATOR 90

## NON-IONIC SURFACTANT PENETRANT • ANTIFOAMING AGENT

### Principal Functioning Agents:

Alkylphenol ethoxylate, alcohol ethoxylate and tall oil fatty acid.....	90%
Constituents ineffective as spray adjuvant.....	10%
<b>TOTAL .....</b>	<b>100%</b>

CA Reg. No. 34704-50034; WA Reg No. 34704-D4001

**KEEP OUT OF REACH OF CHILDREN**

## WARNING

**Precautionary Statements:** May be harmful if swallowed. May be harmful in contact with skin. Harmful if inhaled. Causes eye irritation. Wash hands thoroughly after handling. Avoid breathing dust/fume/gas/mist/vapors/spray. Use only outdoors or in a well-ventilated area.  
**Environmental Precautions:** Prevent further leakage or spillage if safe to do so. Do not contaminate water. Do not allow to enter drains, sewers, or watercourses.

### NET CONTENTS:

- ☐ 30 GL (113.6 L)  
☐ 275 GL (1040.9 L)  
☐ \_\_\_\_\_



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

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

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

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**GENERAL:** **ACTIVATOR 90** is a low-foaming, non-ionic type spreader adjuvant. **ACTIVATOR 90** provides quick wetting, more uniform distribution, and increases retention of spray by reducing surface tension of the spray droplets. **ACTIVATOR 90** is a water soluble adjuvant that may also be used as an interfacing agent for wettable powders. Variations in conditions of use can cause some variation in the amount of **ACTIVATOR 90** required. The minimum required to give a smooth, uniform coverage usually gives the most effective results.

**MIXING INSTRUCTIONS:** For wettable powders and water soluble materials, add **ACTIVATOR 90** in water before adding pesticide to spray tank. For emulsifiable products, add **ACTIVATOR 90** after a good emulsion is formed.

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# ACTIVATOR 90

## NON-IONIC SURFACTANT PENETRANT • ANTIFOAMING AGENT

### Principal Functioning Agents:

Alkylphenol ethoxylate, alcohol ethoxylate and tall oil fatty acid.....	90%
Constituents ineffective as spray adjuvant.....	10%
<b>TOTAL</b> .....	<b>100%</b>

CA Reg. No. 34704-50034; WA Reg. No. 34704-04001

**KEEP OUT OF REACH OF CHILDREN**



## WARNING

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☐ 275 GL (1040.9 L)  
☐ \_\_\_\_\_



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

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## City of Tucson

### License Certificate

Business Name and Mailing Address:

NUTRIEN AG SOLUTIONS INC  
ATTN TAX DEPT  
3005 ROCKY MOUNTAIN AVE  
LOVELAND CO 80538-9001

License Number: 0197831

Type:

Issue Date: December 08, 2021

Expiration Date: December 31, 2022

Owner:

NUTRIEN AG SOLUTIONS INC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2022



Non-Transferable

0197831

MUST BE DISPLAYED IN  
A CONSPICUOUS PLACE

### Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: NUTRIEN AG SOLUTIONS INC

Located At: 1101 E 18TH ST, TUCSON, AZ 85719

Effective: January 01, 2022

Please refer to license number in all correspondence.

By

Director, Business Services

Non - Transferable

**Arizona Department of Agriculture**

Environmental Services Division  
1688 W. Adams, Phoenix Arizona 85007  
(602) 542-0904

Permit No. **PSP 2117**  
Effective **01/01/2022**  
Expires **12/31/2023**

The Arizona Department of Agriculture Certifies that a

**Pesticide Sellers Permit PSP 2117**

has been issued to

**NUTRIEN AG SOLUTIONS - TUCSON**

Pursuant to A.R.S. 3-363 and A.A.C. R-3-3-203

NUTRIEN AG SOLUTIONS - TUCSON  
PO BOX 1286  
GREELEY, CO 80632

  
Associate Director

Corporate Office Copy

**Arizona Department of Agriculture**

Environmental Services Division  
1688 W. Adams, Phoenix Arizona 85007  
(602) 542-0904

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NUTRIEN AG SOLUTIONS - TUCSON  
PO BOX 1286  
GREELEY, CO 80632

  
Associate Director

ADA OFFICE COPY

**Arizona Department of Agriculture**

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(602) 542-0904

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NUTRIEN AG SOLUTIONS - TUCSON  
PO BOX 1286  
GREELEY, CO 80632

\_\_\_\_\_  
Associate Director



GROUP 9 HERBICIDE



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

ACTIVE INGREDIENT

*Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt .....	41.0%
OTHER INGREDIENTS: .....	59.0%
TOTAL	100.0%

\*Contains 480 grams per liter or 4.0 pounds per U.S. gallon of the active ingredient, glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3.0 pounds per U.S. gallon of the acid, glyphosate.

Licensed for Roundup Ready® alfalfa, cotton, corn, canola, Flex cotton, sugarbeets and soybeans.

KEEP OUT OF REACH OF CHILDREN  
CAUTION

FIRST AID	
If in eyes:	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15 to 20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
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EPA REG. NO. 34704-890

EPA EST. NO. 34704-MS-001

NET CONTENTS 2.5 GAL (9.46 L)

051215 V1D 05G15



GROUP 9 HERBICIDE



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

ACTIVE INGREDIENT

*Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt .....	41.0%
OTHER INGREDIENTS: .....	59.0%
TOTAL	100.0%

\*Contains 480 grams per liter or 4.0 pounds per U.S. gallon of the active ingredient, glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3.0 pounds per U.S. gallon of the acid, glyphosate.

Licensed for Roundup Ready® alfalfa, cotton, corn, canola, Flex cotton, sugarbeets and soybeans.

KEEP OUT OF REACH OF CHILDREN  
CAUTION

FIRST AID	
If in eyes:	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15 to 20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
If on skin or clothing:	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15 to 20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1-866-944-8565.	

EPA REG. NO. 34704-890

EPA EST. NO. 34704-MS-001

NET CONTENTS 2.5 GAL (9.46 L)

051215 V1D 05G15



GROUP 9 HERBICIDE



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EPA REG. NO. 34704-890

EPA EST. NO. 34704-MS-001

NET CONTENTS 2.5 GAL (9.46 L)

051215 V1D 05G15

# FW ENDURANT® FAIRWAY

MAKE A LASTING  
IMPRESSION™

TURFPaint.NET

5 Gallons

MADE IN USA

## PRODUCT DESCRIPTION

**Endurant FW Turf Colorant** is used for a wide variety of applications including but not limited to: golf course fairways, greens, tees and roughs. **Endurant FW Turf Colorant** is also ideal for athletic fields, parks, commercial and residential lawns, common areas, medians and anywhere you would like to enhance turf appeal. **Endurant FW Turf Colorant** is an eco-friendly, organic-based pigment made with specific binders selected for turfgrass adhesion. This inventive technology ensures that the color remains vibrant, on tone and naturally appealing consistent with healthy turf. Its long-lasting natural appeal is unmatched by any other brand on the market. The coverage and application rates will vary depending on factors including turf condition, equipment calibration, depth of desired color and the amount of green leaf tissue available due to impending or existing dormancy.

## RECOMMENDED RATES

Mix 8 oz. of **Endurant FW Turf Colorant** per gallon of water. DO NOT change the mix ratio as it can affect the longevity of the product. Calibrate spray solution to attain good coverage and desired color depth. Consulting with your sales / technical representative is strongly recommended for suggested rates as each course faces different variables.

### RATES TO CARRIER VOLUMES

ENDURANT FW FOR DORMANT TURF						
Carrier Volume H <sub>2</sub> O	50 Gal./Acre		80 Gal./Acre		100 Gal./Acre	
Concentration	Min	Max	Min	Max	Min	Max
Oz./Gal.	16	24	10	15	8	12
Gal./Acre	6.0	9.0	6.0	9.0	6.0	9.0

ENDURANT FW FOR SEMI-DORMANT TURF						
Carrier Volume H <sub>2</sub> O	50 Gal./Acre		80 Gal./Acre		100 Gal./Acre	
Concentration	Min	Max	Min	Max	Min	Max
Oz./Gal.	8	12	5	7.5	4	6
Gal./Acre	3.0	4.5	3.0	4.5	3.0	4.5

\* Level of turf dormancy is relative to an individual's opinion at the time of application. Faintest actively growing turf and frequency of mowing can have an effect on the longevity of original color.

## DIRECTIONS FOR USE

**Contents may settle:** Shake or agitate well before mixing. It is recommended that prior to applying **Endurant FW Turf Colorant**, cut turf to desired height. Blow surface free of debris, including clippings, leaves and worm castings. Nozzle types, pressure, spray angle and water carrier volume will all affect proper product distribution. Avoid overspray on areas such as curbing, concrete, tee markers or other objects where color is not desired. Accidental overspray may be decreased by immediately using a scrub brush with a mix of soap and water.

**WARNING:** THIS PRODUCT WILL STAIN MANY SUBSTRATES INCLUDING BUT NOT LIMITED TO: PLANTS, ROCKS, STEPPING STONES, SIDEWALKS, PAVERS AND DRIVEWAYS. AREAS WHICH MAY UNINTENTIONALLY BE COLORED SHOULD BE PRE-WET AND THEN THOROUGHLY RINSED WITH WATER IMMEDIATELY FOLLOWING TREATMENTS. DO NOT APPLY UNDILUTED PRODUCT.

## EQUIPMENT NOTICE

Please consult with your sales/technical representative for equipment recommendations. Rinse spray tank, screens, and soak nozzles thoroughly after using any colorant. **Endurant FW Turf Colorant** is tank mix compatible with numerous pesticides, herbicides, fungicides and fertilizers. Performing a standard compatibility jar test is strongly recommended for any tank mixtures. DO NOT combine any other products containing additional pigments to **Endurant FW Turf Colorant** as a negative discoloration of the product may occur.

## PRECAUTIONS

Keep out of reach of children. Avoid contact with skin and wash immediately should this occur with soap and water. In case of eye contact, wash thoroughly with water. If irritation persists, contact a physician immediately. **NOTICE TO BUYER:** This product is intended for professionals. Users must exercise all due caution and judgment when applying the product under their particular growing conditions. Limitation of liability and warranty: Geoponics Corp and/or any other seller warrants only that this product conforms to the description on the product label. No other warranties, expressed or implied, as to merchantability for particular use, or otherwise shall apply. Purchaser's exclusive remedy for loss or damage related to this product shall be the refund of the purchase price only. By using this product, you are deemed to have accepted the terms of this notice.

**Geoponics**

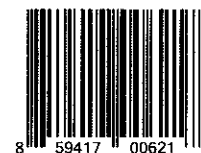
GEOPONICSCORP.COM

3415 Radio Road, #105 • Naples, FL 34104  
877-667-6330 ph • 239-629-8653 fx

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5 Gallons

MADE IN USA



# FW

# ENDURANT<sup>®</sup> FAIRWAY

MAKE A LASTING  
IMPRESSION<sup>™</sup>

TURFPaint.NET

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## PRODUCT DESCRIPTION

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## RECOMMENDED RATES

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ENDURANT FW FOR SEMI-DORMANT TURF						
Carrier Volume H <sub>2</sub> O	50 Gal./Acre		80 Gal./Acre		100 Gal./Acre	
Concentration	Min	Max	Min	Max	Min	Max
Oz./Gal.	8	12	5	7.5	4	6
Gal./Acre	3.0	4.5	3.0	4.5	3.0	4.5

\* Level of turf dormancy is relative to an individual's opinion at the time of application. Pinching activity, growing turf and frequency of mowing can have an effect on the longevity of stained color.

## DIRECTIONS FOR USE

**Contents may settle:** Shake or agitate well before mixing. It is recommended that prior to applying **Endurant FW Turf Colorant**, cut turf to desired height. Blow surface free of debris, including clippings, leaves and worm castings. Nozzle types, pressure, spray angle and water carrier volume will all affect proper product distribution. Avoid overspray on areas such as curbing, concrete, tee markers or other objects where color is not desired. Accidental overspray may be decreased by immediately using a scrub brush with a mix of soap and water.

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5 Gallons  
MADE IN USA



# FW

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Concentration	Min	Max	Min	Max	Min	Max
Oz./Gal.	8	12	5	7.5	4	6
Gal./Acre	3.0	4.5	3.0	4.5	3.0	4.5

\* Level of turf dormancy is relative to an individual's opinion at the time of application. Fainting actively growing turf and frequency of mowing can have an effect on the longevity of original color.

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5 Gallons

MADE IN USA

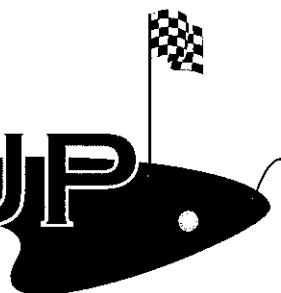


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# GAMEUP

PLANT GROWTH REGULATOR



## FOR TURF GROWTH MANAGEMENT

A microemulsion concentrate for managing growth, improving quality and stress tolerance, and edging of warm and cool season turfgrasses

### ACTIVE INGREDIENT:

Trinexapac-ethyl: ..... 11.3%

OTHER INGREDIENTS: ..... 88.7%

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

### KEEP OUT OF REACH OF CHILDREN

### WARNING—AVISO

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

FIRST AID	
<b>If in eyes:</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If swallowed:</b>	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
<b>If inhaled:</b>	<ul style="list-style-type: none"><li>• Move person to fresh air.</li><li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth if possible.</li><li>• Call a poison control center or doctor for further treatment advice.</li></ul>
<b>HOT LINE NUMBER</b>	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. <b>FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1 866-944-8565.</b>	
<b>NOTE TO PHYSICIAN</b>	
If a large amount has been ingested, lavage stomach. An aqueous suspension of activated charcoal can be given to absorb remaining toxicant. Treat symptomatically.	

See inside label booklet for additional PRECAUTIONARY STATEMENTS

GAME UP® Plant Growth Regulator contains trinexapac-ethyl, the active ingredient in Primo MAXX®

EPA REG. NO. 34704-1005  
EPA EST. NO. 34704-MS-001  
NET CONTENTS 2½ GALS. (9.46 L)

060310 V4D 01G11

**GAME UP® PLANT GROWTH REGULATOR**  
**EPA REG. NO. 34704-1005**

**PRECAUTIONARY STATEMENTS**  
**HAZARDS TO HUMANS AND DOMESTIC ANIMALS**  
**WARNING**

Causes substantial but temporary eye injury. Harmful if absorbed through skin. Harmful if swallowed. Do not get in eyes or on clothing. Avoid contact with skin. Wear protective eyewear (goggles, face shield, or safety glasses). Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse. Wear long-sleeved shirt and long pants, socks, shoes, and chemical-resistant gloves.

**ENVIRONMENTAL HAZARDS**

Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater. Do not apply when weather conditions favor drift from treated areas.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Some materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for Category C on an EPA chemical resistance category selection chart.

**Applicators and other handlers must wear:**

- Protective eyewear
- Long-sleeved shirt and long pants
- Chemical-resistant gloves (such as nitrile, butyl, neoprene, or barrier laminate)
- Shoes plus socks

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

**Engineering Control Statements**

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

**USER SAFETY RECOMMENDATIONS**

**Users should:**

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

**DIRECTIONS FOR USE**

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

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

Observe all precautions and limitations on this label and on the labels of each product used in the tank mixture with this product.

**FAILURE TO FOLLOW THE DIRECTIONS FOR USE AND PRECAUTIONS ON THIS LABEL MAY RESULT IN UNEVEN GROWTH REDUCTION OR SEVERELY STUNTED TURF.**

**GAME UP® PLANT GROWTH REGULATOR**  
**EPA REG. NO. 34704-1005**

**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.

The REI for this product is 0 days.

**Do not enter treated areas without footwear until sprays have dried.**

**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.

**Do not enter treated areas without footwear until sprays have dried.**

**PRODUCT INFORMATION**

**This product is not registered for use in the commercial production of plants in the state of Arizona, such as sod farms.**

This product is a microemulsion concentrate (MEC) for management of the growth of warm and cold season turfgrasses, reducing the frequency of mowing and the amount of grass clippings generated. Applications of this product also frequently result in increased turf density, increased color, and increased turf quality. Apply this product to turfgrass areas such as residential and commercial lawns, golf courses, sod farms, sports fields, cemeteries and other similar areas that are well-maintained. This product is useful in the management of difficult-to-mow areas and can be used to minimize the need for edging turfgrass along sidewalks, curbs, parking lots, driveways, flower beds, fences and around posts, storage sheds, and trees.

This product is absorbed by foliar uptake and is rainfast after one hour. Watering-in is not necessary for activation. Environmental conditions, management, and cultural practices that affect turf growth and vigor will influence the response of the turf to applications of this product. Fertility level, moisture availability, plant vigor, height and frequency of mowing, etc. have all been shown to influence the activity of this product. Full growth regulation by this product begins at about 3-5 days after application.

**Notice to User:** Plant tolerances to this product have been found to be acceptable for the grasses listed on this label; however, due to the large number of species and cultivars of grasses, it is impossible to test every one for tolerance to this product. Neither the manufacturer nor the seller has determined whether or not this product can be used safely on grasses not specified on this label and professional users should first determine if this product can be safely applied prior to commercial use by testing on a small scale by applying the lower rate for the turf setting (lawn, fairway, etc.) and evaluating for phytotoxicity and growth inhibition prior to widespread use.

**USE PRECAUTIONS**

- Do NOT apply this product through any type of irrigation system.
- Do NOT graze treated areas or feed treated clippings to livestock.
- Areas treated with this product should continue to receive regular maintenance practices, including irrigation; fertilization; and weed, disease, and insect control when necessary and as recommended for quality turf.
- Because some herbicides can injure turf, tank mixes with this product should be tested on a small scale before widespread use.

**GAME UP® PLANT GROWTH REGULATOR**  
**EPA REG. NO. 34704-1005**

- This product may cause temporary yellowing that usually disappears approximately one week after application. To minimize yellowing and to enhance the green color of turf, apply readily available nitrogen at a rate of 0.2-0.5 lb of actual nitrogen per 1,000 sq ft. If desired, rates of iron per 1,000 sq ft can also be used.

**APPLICATION INSTRUCTIONS**

Excessive turf growth during spring flushes or as a result of fertilization may require higher rates of this product (up to 50% greater) to provide an adequate length of control.

For extended growth suppression (up to 8 weeks) when temporary discoloration can be tolerated, a maximum of twice the rate of this product from the APPLICATION RATE TABLE may be applied.

This product's use rates may need to be reduced up to 50% for turfgrass grown under conditions of low fertility, compaction, or other factors, which stress the turf.

**Multiple applications of this product can be made each growing season, but do not exceed a total of 7.0 fl oz/1,000 sq ft (305 fl oz/A; 19.0 pts/A) per year.**

**Mowing**

This product generally provides greater suppression when turfgrasses are maintained at lower mowing heights and the application rates in this label have been selected for typical mowing heights; be sure to adjust the application rate based on the actual mowing conditions under which this product will be applied. To minimize possible turf injury, apply this product at least 4 hours before mowing or at least 1 hour after mowing.

**Application Timing**

Apply this product to actively-growing turf. A lower rate of this product should be used if turf is going into dormancy because of high or low temperatures or lack of moisture.

As soon as the turf resumes growth or if more suppression is desired, repeat applications of this product may be made but do NOT apply more than 7.0 fl oz/1,000 sq ft per year.

**Equipment**

This product may be applied using backpack sprayers, hand sprayers, boom sprayers, and with spray gun application devices. Be sure to clean the spray equipment thoroughly before use and make sure the sprayer is calibrated and capable of accurate and uniform application. Rinse sprayer with clean water after use and dispose of rinsate in an approved manner.

**MIXING AND APPLICATION INSTRUCTIONS**

This product mixes completely with water (does not contain any petroleum solvents) and may be tank mixed with many commonly-used pesticides and liquid fertilizers. Prepare no more mixture than is necessary for the immediate operation in sufficient carrier (for example 0.5-4.0 gals of water per 1,000 sq ft) to provide uniform and thorough coverage.

Once this product is uniformly mixed, no further agitation is required when the product is used alone, but agitation may be required for tank mixes. If using this product in a tank mixture, be sure to observe all directions for use, sites, use rate dilution ratios, precautions, and limitations, which appear on the tank-mix product's label(s). Do not exceed any label use rate, follow the most restrictive label precautions and limitations, and do not mix this product with any product which prohibits such mixing.

**Backpack and Hand Sprayers (0.5-4.0 gal capacity)**

Add all of the required water to the mix tank followed by the appropriate amount of this product. Close the sprayer and vigorously shake. Begin application.

**GAME UP® PLANT GROWTH REGULATOR**  
**EPA REG. NO. 34704-1005**

**Boom and Hand Gun Sprayers**

This Product Alone: Add all the required amount of water to the spray tank. Then, while agitating, add this product.

This Product in Tank Mixtures: When mixing this product with other carrier and/or tank mix pesticide products, add the products to the spray tank using the following procedure:

1. Always check the compatibility of the tank mix using a jar test with proportionate amounts of this product, other products to be used, and the water before mixing in the spray tank. Use a clear glass quart jar with lid and mix the tank mix ingredients in their relative proportions. Invert the jar containing the mixture several times and observe the mixture for approximately 1/2 hour. If the mixture balls-up or forms flakes, sludges, gels, oily films or layers or precipitates, it is not compatible and do not use the combination in a tank mix.
2. Fill tank at least 1/2 full of water.
3. Maintain sufficient agitation during filling to keep the tank mix uniformly suspended.
4. Add all products packaged in water-soluble bags first. Allow the packages to dissolve and the contents to completely disperse into the mix water. Then add water-dispersible granules (WG formulations) while maintaining agitation in the mix tank. Next, add wettable powders (WP formulations). Allow the products to disperse completely before other products are added.
5. Add emulsifiable concentrates (EC).
6. Add flowable liquids (FL) or suspension concentrates (SC).
7. Add this product.
8. Add spray adjuvants and spray markers. Use surfactants approved for application to turf. Check surfactant label before use.
9. Add the remainder of the water.
10. Do not leave tank mix combinations in the spray tank for prolonged periods without agitation. Mix and apply all of the spray solution on the same day.

**Application Near and Around Monuments and Hardscape Materials**

At normal dilution rates, this product will not stain brass, bronze, concrete, marble, granite, or other types of stone. Prior to using this product around other materials, test on a small scale basis first.

**Turf Pre-Stress Conditioning**

Multiple applications of this product, in conjunction with cultural practices such as fertilization, irrigation, drainage and mowing height will delay the onset of stress, improve stress survival, and enhance turfs recovery from stress. Apply this product to healthy, actively growing turf before the onset of stress and continue to apply this product throughout the growing season as long as the turf remains healthy. NOTE: Do NOT apply more than 7.0 fl oz/ 1,000 sq ft per year.

When turf top growth slows, energy is redirected to below-ground plant parts, and root and rhizome production increases resulting in root-mass that is often greater in turf treated with this product than in similar, untreated turf.

Research indicates that this product may also enhance the performance of fungicides. Monthly applications of this product at the label rate or biweekly application at 1/2 the label rate may strengthen the turfgrass to help it resist disease. Additionally, if mowing is less frequent, and leaf material removal is reduced, contact and systemic products will remain at effective concentrations on or in the turf longer.

Multiple applications of this product will result in smaller, more compact turfgrass and reduced leaf area, resulting in reduced transpiration, water use and improved drought tolerance. Increased turf density will also reduce moisture loss from soil evaporation, and additional soil moisture will be available due to increased root depth and mass. This product may also enhance cold and heat tolerance by increasing carbohydrate levels.

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**POA ANNUA CONVERSION/RENOVATION**

As part of an overseeding/renovation program allowing better germination and seedling growth of more desirable turf, this product may be applied to existing turf infested with stands of *Poa annua*. By combining this product with appropriate cultural practices that help to ensure the vigor and growth of new seedlings, fewer clippings and reduced maintenance traffic on new seedlings will result. Additionally, seed germination is not affected because this product is absorbed foliarly. NOTE: Aggressive application rates of this product may result in temporary initial discoloration.

Apply this product 1-5 days before seeding and before verticutting, scalping, spiking or other similar operations. The following spring, apply the recommended upper end rate of this product for the turf type and setting listed in the APPLICATION RATE TABLE. Actual conversion success will also depend on growing conditions, fertilization, rainfall, and other agronomic and environmental conditions.

**BERMUDAGRASS OVERSEEDING**

Establishment of cool-season turfgrasses can be enhanced by applying this product to bermudagrass. By combining this product with appropriate cultural practices that help to ensure the vigor and growth of new seedlings, fewer clippings and reduced maintenance traffic on new seedlings will result. Additionally, seed germination is not affected because this product is absorbed foliarly. NOTE: Aggressive application rates of this product may result in temporary initial discoloration.

Apply this product to the bermudagrass 1-5 days before seeding or before verticutting, scalping, spiking, or other similar operations. For maintenance applications, see the APPLICATION RATE TABLE. Use normal seeding rates for your area and turf setting (lawn, fairway, etc.). Actual overseeding results will also depend on growing conditions, fertilization, rainfall, and other agronomic and environmental conditions.

**APPLICATION WITH TURF MARKING PAINT**

When applied before or with marking agents, this product can extend the duration of marking visibility. When combining with latex-based marking agents, mix this product with water first and refer to the marking agent's products label for further instructions.

To treat approximately 1,000 sq ft of line surface area, apply this product at 1 oz/gal of marking paint mix. Refer to the THIS PRODUCT PLUS TANK MIXTURES section of this label for additional instructions.

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**GAME UP Plant Growth Regulator Application Rates<sup>1</sup>**

NOTE: The rates below should provide 50% suppression of turf growth with minimal yellowing for 4-weeks under good growing conditions.

Turf Type	Residential and Commercial turf <sup>2</sup>		Golf Course Fairways (cut at 1/2" or less)		Golf Course Greens		Edging/Banding <sup>3</sup>	
	fl oz/ 1000 sq ft	fl oz/A	fl oz/ 1000 sq ft	fl oz/A	fl oz/ 1000 sq ft	fl oz/A	fl oz/ 1000 sq ft	fl oz/A
<b>Cool Season</b>								
Bentgrass	0.75	33	0.25	11	0.125	6	1.0	44
Fescue, Red	0.75	33					1.0	44
Fescue, Tall (Ky-31)	1.0	44					1.0	44
Fescue, Tall (Turf Types)	0.75	33					1.0	44
Kentucky Bluegrass	0.60	26	0.25	11			0.75	33
Mixture (Bentgrass/ <i>Poa annua</i> )			0.25 <sup>4</sup>	11	0.125	7		
Mixture (K. Bluegrass/ <i>Fescue</i> / <i>Ryegrass</i> )	0.75	33						
Mixture (K. Bluegrass/ <i>Ryegrass</i> / <i>Poa annua</i> )			0.50 <sup>4</sup>	22				
<i>Ryegrass</i> , Annual	1.0	44					1.0	44
<i>Ryegrass</i> , Perennial	1.0	44	0.50	22			1.0	44
<b>Warm Season</b>								
Bahiagrass	1.0	44					1-2	44-88
Bermudagrass <sup>5</sup>								
Bermudagrass, Common	0.75	33	0.25	11			1-2	44-88
Bermudagrass Other Hybrids	0.25	11	0.20	9			0.50-0.75	22-33
Bermudagrass, Tifdwarf	0.20	9	0.20	9	0.062	3	0.50-0.75	22-33
Bermudagrass, Tifgreen (328)	0.25	11	0.20	9	0.125	6	0.75	33
Bermudagrass, Tifway (419)	0.38	16	0.25	11			0.75	33
Buffalograss	1.0	44					1.0	44
Carpetgrass	0.25-0.40	11-18					0.50	22
Centipedegrass	0.50	22					1.0	44
Kikuyugrass	0.30-0.50	13-22	0.3	13			1.0	44
St. Augustinegrass	0.10-0.15	4.50-6.50					0.40-0.80	18-36
St. Augustinegrass, Texas Common	0.10	4.5					0.20	9
Zoysiagrass	0.25	11	0.125	6			0.75	33

1. Seedheads: At rates equal to or higher than the rates in Table 1, this product provides seedhead suppression of hybrid bermudagrass, and partial seedhead suppression of annual bluegrass, bahiagrass, buffalograss, carpetgrass, common bermudagrass, Kentucky bluegrass, and tall fescue. This product must be applied prior to seedhead formation. Do not apply more than 7.0 fl oz/1000 sq ft per year.
2. Including: home lawns, parks, recreation areas, golf course roughs, cemeteries, business sites, sports fields, and sod farms.
3. This product can be applied along the perimeter of lawns, sidewalks, curbs, parking lots, driveways, posts, storage buildings, pet pens, fences, or other areas. This product can be used around trees, shrubs, flower beds, and other border plants or similar areas with no injury. Apply this product in an 8-12 inch band with a single nozzle sprayer. Use the higher concentration to reduce the growth of turfgrass into adjacent areas.

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4. If yellowing of *Poa annua* is a concern, use half this rate and apply more frequently. For *Poa annua* conversion/renovation, where temporary discoloration can be tolerated, twice this rate may be applied.
5. Bermudagrass overseeding preparation: 0.5 oz/1000 sq ft for golf fairways and tees; 0.25 oz/1000 sq ft for golf greens.

**STORAGE AND DISPOSAL**

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

**PESTICIDE STORAGE:** Store in a cool, dry place and avoid excess heat. Do not store below 0°F. If crystals form, store above 70°F, shaking periodically until crystals are dissolved.

**PESTICIDE DISPOSAL:** Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your state pesticide or environmental control agency, or the hazardous waste representative at the nearest EPA Regional Office for guidance.

**CONTAINER DISPOSAL:**

**Nonrefillable container.** Do not reuse this container to hold materials other than pesticides or dilute pesticides (rinsate). After emptying and cleaning, it may be allowable to temporarily hold rinsate or other pesticide-related materials in the container. Contact your state regulatory agency to determine allowable practices in your state. 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 The Agricultural Container Recycling Council (ACRC) at [www.acrecycle.org](http://www.acrecycle.org).

Triple rinse or pressure rinse container (or equivalent) promptly after emptying.

**Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

**Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

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

**CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY**

BEFORE BUYING OR USING THIS PRODUCT, read the entire Directions for Use and the following Conditions of Sale and Limitation of Warranty and Liability. By buying or using this product, the buyer or user accepts the following Conditions of Sale and Limitation of Warranty and Liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary in any way.

Follow the Directions for Use of this product carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop or other plant injury, ineffectiveness, or other unintended consequences may result from such risks as weather or crop conditions, mixture with other chemicals not specifically identified in this product's label, or use of this product contrary to the label instructions, all of which are beyond the control of LOVELAND PRODUCTS, INC. and the seller. The buyer or user of this product assumes all such inherent risks.

Subject to the foregoing inherent risks, LOVELAND PRODUCTS, INC. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use when the product is used in strict accordance with such Directions for Use under normal conditions of use. EXCEPT AS WARRANTED IN THIS LABEL AND TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THIS PRODUCT IS SOLD "AS IS," AND LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR

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IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ELIGIBILITY OF THIS PRODUCT FOR ANY PARTICULAR TRADE USAGE.

IN THE UNLIKELY EVENT THAT BUYER OR USER BELIEVES THAT LOVELAND PRODUCTS, INC. HAS BREACHED A WARRANTY CONTAINED IN THIS LABEL AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, BUYER OR USER MUST SEND WRITTEN NOTICE OF ITS CLAIM TO THE FOLLOWING ADDRESS: LOVELAND PRODUCTS, INC., ATTENTION: LAW DEPARTMENT, P.O. BOX 1286, GREELEY, CO 80632-1286.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT, INCLUDING BUT NOT LIMITED TO CLAIMS OF BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORTS, SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.

Game Up is a registered trademark of Loveland Products, Inc.  
Primo MAXX is a registered trademark of a Syngenta Group Company.

FORMULATED FOR  
LOVELAND PRODUCTS, INC., P.O. BOX 1286, GREELEY, CO 80632-1286

PULL HERE TO OPEN ►

# Podium®

## **PLANT GROWTH REGULATOR FOR TURF GROWTH MANAGEMENT**

*For managing growth,  
improving quality and stress  
tolerance, and edging of  
warm- and cool-season  
turfgrasses*

<i>Active Ingredient:</i>	
<i>Trinexapac-ethyl</i>	
<i>(CAS No. 95266-40-3) . . . .</i>	
	<b>11.3%</b>
<hr/>	
<i>Other Ingredients:</i>	<b>88.7%</b>
<hr/>	
<i>Total:</i>	<b>100.0%</b>

*Podium® is a microemulsion  
concentrate containing one  
pound trinexapac-ethyl per  
gallon.*

*EPA Reg. No. 100-937  
EPA Est. 62171-MS-001*

**KEEP OUT OF REACH  
OF CHILDREN.**

### **CAUTION**

*See additional precautionary  
statements and directions for  
use inside booklet.*

*Product of Switzerland  
Formulated in the USA*

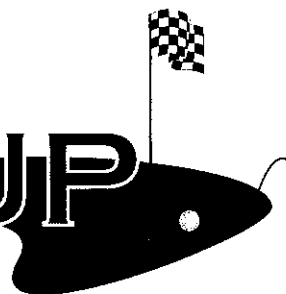
**SCP 937B-L1D 1215  
4061883**

**1 gallon**  
**Net Contents**



# GAMEUP

PLANT GROWTH REGULATOR



## FOR TURF GROWTH MANAGEMENT

A microemulsion concentrate for managing growth, improving quality and stress tolerance, and edging of warm and cool season turfgrasses

### ACTIVE INGREDIENT:

Trinexapac-ethyl: ..... 11.3%

OTHER INGREDIENTS: ..... 88.7%  
TOTAL 100.0%

### KEEP OUT OF REACH OF CHILDREN

### WARNING—AVISO

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

FIRST AID	
<b>If in eyes:</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If swallowed:</b>	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
<b>If inhaled:</b>	<ul style="list-style-type: none"><li>• Move person to fresh air.</li><li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth if possible.</li><li>• Call a poison control center or doctor for further treatment advice.</li></ul>
<b>HOT LINE NUMBER</b>	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. <b>FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1 866-944-8565.</b>	
<b>NOTE TO PHYSICIAN</b>	
If a large amount has been ingested, lavage stomach. An aqueous suspension of activated charcoal can be given to absorb remaining toxicant. Treat symptomatically.	

See inside label booklet for additional PRECAUTIONARY STATEMENTS

GAME UP® Plant Growth Regulator contains trinexapac-ethyl, the active ingredient in Primo MAXX®

EPA REG. NO. 34704-1005  
EPA EST. NO. 34704-MS-001  
NET CONTENTS 2½ GALS. (9.46 L)

060310 V4D 01G11

**GAME UP® PLANT GROWTH REGULATOR**  
**EPA REG. NO. 34704-1005**

**PRECAUTIONARY STATEMENTS**  
**HAZARDS TO HUMANS AND DOMESTIC ANIMALS**  
**WARNING**

Causes substantial but temporary eye injury. Harmful if absorbed through skin. Harmful if swallowed. Do not get in eyes or on clothing. Avoid contact with skin. Wear protective eyewear (goggles, face shield, or safety glasses). Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse. Wear long-sleeved shirt and long pants, socks, shoes, and chemical-resistant gloves.

**ENVIRONMENTAL HAZARDS**

Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater. Do not apply when weather conditions favor drift from treated areas.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Some materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for Category C on an EPA chemical resistance category selection chart.

**Applicators and other handlers must wear:**

- Protective eyewear
- Long-sleeved shirt and long pants
- Chemical-resistant gloves (such as nitrile, butyl, neoprene, or barrier laminate)
- Shoes plus socks

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

**Engineering Control Statements**

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

**USER SAFETY RECOMMENDATIONS**

**Users should:**

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

**DIRECTIONS FOR USE**

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

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

Observe all precautions and limitations on this label and on the labels of each product used in the tank mixture with this product.

**FAILURE TO FOLLOW THE DIRECTIONS FOR USE AND PRECAUTIONS ON THIS LABEL MAY RESULT IN UNEVEN GROWTH REDUCTION OR SEVERELY STUNTED TURF.**

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**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.

The REI for this product is 0 days.

**Do not enter treated areas without footwear until sprays have dried.**

**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.

**Do not enter treated areas without footwear until sprays have dried.**

**PRODUCT INFORMATION**

**This product is not registered for use in the commercial production of plants in the state of Arizona, such as sod farms.**

This product is a microemulsion concentrate (MEC) for management of the growth of warm and cold season turfgrasses, reducing the frequency of mowing and the amount of grass clippings generated. Applications of this product also frequently result in increased turf density, increased color, and increased turf quality. Apply this product to turfgrass areas such as residential and commercial lawns, golf courses, sod farms, sports fields, cemeteries and other similar areas that are well-maintained. This product is useful in the management of difficult-to-mow areas and can be used to minimize the need for edging turfgrass along sidewalks, curbs, parking lots, driveways, flower beds, fences and around posts, storage sheds, and trees.

This product is absorbed by foliar uptake and is rainfast after one hour. Watering-in is not necessary for activation. Environmental conditions, management, and cultural practices that affect turf growth and vigor will influence the response of the turf to applications of this product. Fertility level, moisture availability, plant vigor, height and frequency of mowing, etc. have all been shown to influence the activity of this product. Full growth regulation by this product begins at about 3-5 days after application.

**Notice to User:** Plant tolerances to this product have been found to be acceptable for the grasses listed on this label; however, due to the large number of species and cultivars of grasses, it is impossible to test every one for tolerance to this product. Neither the manufacturer nor the seller has determined whether or not this product can be used safely on grasses not specified on this label and professional users should first determine if this product can be safely applied prior to commercial use by testing on a small scale by applying the lower rate for the turf setting (lawn, fairway, etc.) and evaluating for phytotoxicity and growth inhibition prior to widespread use.

**USE PRECAUTIONS**

- Do NOT apply this product through any type of irrigation system.
- Do NOT graze treated areas or feed treated clippings to livestock.
- Areas treated with this product should continue to receive regular maintenance practices, including irrigation; fertilization; and weed, disease, and insect control when necessary and as recommended for quality turf.
- Because some herbicides can injure turf, tank mixes with this product should be tested on a small scale before widespread use.

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- This product may cause temporary yellowing that usually disappears approximately one week after application. To minimize yellowing and to enhance the green color of turf, apply readily available nitrogen at a rate of 0.2-0.5 lb of actual nitrogen per 1,000 sq ft. If desired, rates of iron per 1,000 sq ft can also be used.

**APPLICATION INSTRUCTIONS**

Excessive turf growth during spring flushes or as a result of fertilization may require higher rates of this product (up to 50% greater) to provide an adequate length of control.

For extended growth suppression (up to 8 weeks) when temporary discoloration can be tolerated, a maximum of twice the rate of this product from the APPLICATION RATE TABLE may be applied.

This product's use rates may need to be reduced up to 50% for turfgrass grown under conditions of low fertility, compaction, or other factors, which stress the turf.

**Multiple applications of this product can be made each growing season, but do not exceed a total of 7.0 fl oz/1,000 sq ft (305 fl oz/A; 19.0 pts/A) per year.**

**Mowing**

This product generally provides greater suppression when turfgrasses are maintained at lower mowing heights and the application rates in this label have been selected for typical mowing heights; be sure to adjust the application rate based on the actual mowing conditions under which this product will be applied. To minimize possible turf injury, apply this product at least 4 hours before mowing or at least 1 hour after mowing.

**Application Timing**

Apply this product to actively-growing turf. A lower rate of this product should be used if turf is going into dormancy because of high or low temperatures or lack of moisture.

As soon as the turf resumes growth or if more suppression is desired, repeat applications of this product may be made but do NOT apply more than 7.0 fl oz/1,000 sq ft per year.

**Equipment**

This product may be applied using backpack sprayers, hand sprayers, boom sprayers, and with spray gun application devices. Be sure to clean the spray equipment thoroughly before use and make sure the sprayer is calibrated and capable of accurate and uniform application. Rinse sprayer with clean water after use and dispose of rinsate in an approved manner.

**MIXING AND APPLICATION INSTRUCTIONS**

This product mixes completely with water (does not contain any petroleum solvents) and may be tank mixed with many commonly-used pesticides and liquid fertilizers. Prepare no more mixture than is necessary for the immediate operation in sufficient carrier (for example 0.5-4.0 gals of water per 1,000 sq ft) to provide uniform and thorough coverage.

Once this product is uniformly mixed, no further agitation is required when the product is used alone, but agitation may be required for tank mixes. If using this product in a tank mixture, be sure to observe all directions for use, sites, use rate dilution ratios, precautions, and limitations, which appear on the tank-mix product's label(s). Do not exceed any label use rate, follow the most restrictive label precautions and limitations, and do not mix this product with any product which prohibits such mixing.

**Backpack and Hand Sprayers (0.5-4.0 gal capacity)**

Add all of the required water to the mix tank followed by the appropriate amount of this product. Close the sprayer and vigorously shake. Begin application.

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**Boom and Hand Gun Sprayers**

This Product Alone: Add all the required amount of water to the spray tank. Then, while agitating, add this product.

This Product in Tank Mixtures: When mixing this product with other carrier and/or tank mix pesticide products, add the products to the spray tank using the following procedure:

1. Always check the compatibility of the tank mix using a jar test with proportionate amounts of this product, other products to be used, and the water before mixing in the spray tank. Use a clear glass quart jar with lid and mix the tank mix ingredients in their relative proportions. Invert the jar containing the mixture several times and observe the mixture for approximately 1/2 hour. If the mixture balls-up or forms flakes, sludges, gels, oily films or layers or precipitates, it is not compatible and do not use the combination in a tank mix.
2. Fill tank at least 1/2 full of water.
3. Maintain sufficient agitation during filling to keep the tank mix uniformly suspended.
4. Add all products packaged in water-soluble bags first. Allow the packages to dissolve and the contents to completely disperse into the mix water. Then add water-dispersible granules (WG formulations) while maintaining agitation in the mix tank. Next, add wettable powders (WP formulations). Allow the products to disperse completely before other products are added.
5. Add emulsifiable concentrates (EC).
6. Add flowable liquids (FL) or suspension concentrates (SC).
7. Add this product.
8. Add spray adjuvants and spray markers. Use surfactants approved for application to turf. Check surfactant label before use.
9. Add the remainder of the water.
10. Do not leave tank mix combinations in the spray tank for prolonged periods without agitation. Mix and apply all of the spray solution on the same day.

**Application Near and Around Monuments and Hardscape Materials**

At normal dilution rates, this product will not stain brass, bronze, concrete, marble, granite, or other types of stone. Prior to using this product around other materials, test on a small scale basis first.

**Turf Pre-Stress Conditioning**

Multiple applications of this product, in conjunction with cultural practices such as fertilization, irrigation, drainage and mowing height will delay the onset of stress, improve stress survival, and enhance turfs recovery from stress. Apply this product to healthy, actively growing turf before the onset of stress and continue to apply this product throughout the growing season as long as the turf remains healthy. **NOTE:** Do NOT apply more than 7.0 fl oz/ 1,000 sq ft per year.

When turf top growth slows, energy is redirected to below-ground plant parts, and root and rhizome production increases resulting in root-mass that is often greater in turf treated with this product than in similar, untreated turf.

Research indicates that this product may also enhance the performance of fungicides. Monthly applications of this product at the label rate or biweekly application at 1/2 the label rate may strengthen the turfgrass to help it resist disease. Additionally, if mowing is less frequent, and leaf material removal is reduced, contact and systemic products will remain at effective concentrations on or in the turf longer.

Multiple applications of this product will result in smaller, more compact turfgrass and reduced leaf area, resulting in reduced transpiration, water use and improved drought tolerance. Increased turf density will also reduce moisture loss from soil evaporation, and additional soil moisture will be available due to increased root depth and mass. This product may also enhance cold and heat tolerance by increasing carbohydrate levels.

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***POA ANNUA* CONVERSION/RENOVATION**

As part of an overseeding/renovation program allowing better germination and seedling growth of more desirable turf, this product may be applied to existing turf infested with stands of *Poa annua*. By combining this product with appropriate cultural practices that help to ensure the vigor and growth of new seedlings, fewer clippings and reduced maintenance traffic on new seedlings will result. Additionally, seed germination is not affected because this product is absorbed foliarly. NOTE: Aggressive application rates of this product may result in temporary initial discoloration.

Apply this product 1-5 days before seeding and before verticutting, scalping, spiking or other similar operations. The following spring, apply the recommended upper end rate of this product for the turf type and setting listed in the APPLICATION RATE TABLE. Actual conversion success will also depend on growing conditions, fertilization, rainfall, and other agronomic and environmental conditions.

**BERMUDAGRASS OVERSEEDING**

Establishment of cool-season turfgrasses can be enhanced by applying this product to bermudagrass. By combining this product with appropriate cultural practices that help to ensure the vigor and growth of new seedlings, fewer clippings and reduced maintenance traffic on new seedlings will result. Additionally, seed germination is not affected because this product is absorbed foliarly. NOTE: Aggressive application rates of this product may result in temporary initial discoloration.

Apply this product to the bermudagrass 1-5 days before seeding or before verticutting, scalping, spiking, or other similar operations. For maintenance applications, see the APPLICATION RATE TABLE. Use normal seeding rates for your area and turf setting (lawn, fairway, etc.). Actual overseeding results will also depend on growing conditions, fertilization, rainfall, and other agronomic and environmental conditions.

**APPLICATION WITH TURF MARKING PAINT**

When applied before or with marking agents, this product can extend the duration of marking visibility. When combining with latex-based marking agents, mix this product with water first and refer to the marking agent's products label for further instructions.

To treat approximately 1,000 sq ft of line surface area, apply this product at 1 oz/gal of marking paint mix. Refer to the THIS PRODUCT PLUS TANK MIXTURES section of this label for additional instructions.

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**GAME UP Plant Growth Regulator Application Rates<sup>1</sup>**

NOTE: The rates below should provide 50% suppression of turf growth with minimal yellowing for 4-weeks under good growing conditions.

Turf Type	Residential and Commercial turf <sup>2</sup>		Golf Course Fairways (cut at 1/2" or less)		Golf Course Greens		Edging/Banding <sup>3</sup>	
	fl oz/1000 sq ft	fl oz/A	fl oz/1000 sq ft	fl oz/A	fl oz/1000 sq ft	fl oz/A	fl oz/1000 sq ft	fl oz/A
<b>Cool Season</b>								
Bentgrass	0.75	33	0.25	11	0.125	6	1.0	44
Fescue, Red	0.75	33					1.0	44
Fescue, Tall (Ky-31)	1.0	44					1.0	44
Fescue, Tall (Turf Types)	0.75	33					1.0	44
Kentucky Bluegrass	0.60	26	0.25	11			0.75	33
Mixture (Bentgrass/ <i>Poa annua</i> )			0.25 <sup>4</sup>	11	0.125	7		
Mixture (K. Bluegrass/ <i>Fescue/Ryegrass</i> )	0.75	33						
Mixture (K. Bluegrass/ <i>Ryegrass/Poa annua</i> )			0.50 <sup>4</sup>	22				
Ryegrass, Annual	1.0	44					1.0	44
Ryegrass, Perennial	1.0	44	0.50	22			1.0	44
<b>Warm Season</b>								
Bahiagrass	1.0	44					1-2	44-88
Bermudagrass <sup>5</sup>								
Bermudagrass, Common	0.75	33	0.25	11			1-2	44-88
Bermudagrass Other Hybrids	0.25	11	0.20	9			0.50-0.75	22-33
Bermudagrass, Tifdwarf	0.20	9	0.20	9	0.062	3	0.50-0.75	22-33
Bermudagrass, Tifgreen (328)	0.25	11	0.20	9	0.125	6	0.75	33
Bermudagrass, Tifway (419)	0.38	16	0.25	11			0.75	33
Buffalograss	1.0	44					1.0	44
Carpetgrass	0.25-0.40	11-18					0.50	22
Centipedegrass	0.50	22					1.0	44
Kikuyugrass	0.30-0.50	13-22	0.3	13			1.0	44
St. Augustinegrass	0.10-0.15	4.50-6.50					0.40-0.80	18-36
St. Augustinegrass, Texas Common	0.10	4.5					0.20	9
Zoysiagrass	0.25	11	0.125	6			0.75	33

1. Seedheads: At rates equal to or higher than the rates in Table 1, this product provides seedhead suppression of hybrid bermudagrass, and partial seedhead suppression of annual bluegrass, bahiagrass, buffalograss, carpetgrass, common bermudagrass, Kentucky bluegrass, and tall fescue. This product must be applied prior to seedhead formation. Do not apply more than 7.0 fl oz/1000 sq ft per year.
2. Including: home lawns, parks, recreation areas, golf course roughs, cemeteries, business sites, sports fields, and sod farms.
3. This product can be applied along the perimeter of lawns, sidewalks, curbs, parking lots, driveways, posts, storage buildings, pet pens, fences, or other areas. This product can be used around trees, shrubs, flower beds, and other border plants or similar areas with no injury. Apply this product in an 8-12 inch band with a single nozzle sprayer. Use the higher concentration to reduce the growth of turfgrass into adjacent areas.

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4. If yellowing of *Poa annua* is a concern, use half this rate and apply more frequently. For *Poa annua* conversion/renovation, where temporary discoloration can be tolerated, twice this rate may be applied.
5. Bermudagrass overseeding preparation: 0.5 oz/1000 sq ft for golf fairways and tees; 0.25 oz/1000 sq ft for golf greens.

**STORAGE AND DISPOSAL**

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

**PESTICIDE STORAGE:** Store in a cool, dry place and avoid excess heat. Do not store below 0°F. If crystals form, store above 70°F, shaking periodically until crystals are dissolved.

**PESTICIDE DISPOSAL:** Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your state pesticide or environmental control agency, or the hazardous waste representative at the nearest EPA Regional Office for guidance.

**CONTAINER DISPOSAL:**

**Nonrefillable container.** Do not reuse this container to hold materials other than pesticides or dilute pesticides (rinsate). After emptying and cleaning, it may be allowable to temporarily hold rinsate or other pesticide-related materials in the container. Contact your state regulatory agency to determine allowable practices in your state. 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 The Agricultural Container Recycling Council (ACRC) at [www.acrecycle.org](http://www.acrecycle.org).

Triple rinse or pressure rinse container (or equivalent) promptly after emptying.

**Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

**Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

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

**CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY**

BEFORE BUYING OR USING THIS PRODUCT, read the entire Directions for Use and the following Conditions of Sale and Limitation of Warranty and Liability. By buying or using this product, the buyer or user accepts the following Conditions of Sale and Limitation of Warranty and Liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary in any way.

Follow the Directions for Use of this product carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop or other plant injury, ineffectiveness, or other unintended consequences may result from such risks as weather or crop conditions, mixture with other chemicals not specifically identified in this product's label, or use of this product contrary to the label instructions, all of which are beyond the control of LOVELAND PRODUCTS, INC. and the seller. The buyer or user of this product assumes all such inherent risks.

Subject to the foregoing inherent risks, LOVELAND PRODUCTS, INC. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use when the product is used in strict accordance with such Directions for Use under normal conditions of use. EXCEPT AS WARRANTED IN THIS LABEL AND TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THIS PRODUCT IS SOLD "AS IS," AND LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR

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IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ELIGIBILITY OF THIS PRODUCT FOR ANY PARTICULAR TRADE USAGE.

IN THE UNLIKELY EVENT THAT BUYER OR USER BELIEVES THAT LOVELAND PRODUCTS, INC. HAS BREACHED A WARRANTY CONTAINED IN THIS LABEL AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, BUYER OR USER MUST SEND WRITTEN NOTICE OF ITS CLAIM TO THE FOLLOWING ADDRESS: LOVELAND PRODUCTS, INC., ATTENTION: LAW DEPARTMENT, P.O. BOX 1286, GREELEY, CO 80632-1286.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT, INCLUDING BUT NOT LIMITED TO CLAIMS OF BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORTS, SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.

Game Up is a registered trademark of Loveland Products, Inc.  
Primo MAXX is a registered trademark of a Syngenta Group Company.

FORMULATED FOR  
LOVELAND PRODUCTS, INC., P.O. BOX 1286, GREELEY, CO 80632-1286

PULL HERE TO OPEN ►

# Podium®

## **PLANT GROWTH REGULATOR FOR TURF GROWTH MANAGEMENT**

*For managing growth,  
improving quality and stress  
tolerance, and edging of  
warm- and cool-season  
turfgrasses*

Active Ingredient:	
Trinexapac-ethyl	
(CAS No. 95266-40-3) . . . .	11.3%
Other Ingredients:	88.7%
Total:	100.0%

*Podium® is a microemulsion  
concentrate containing one  
pound trinexapac-ethyl per  
gallon.*

EPA Reg. No. 100-937  
EPA Est. 62171-MS-001

**KEEP OUT OF REACH  
OF CHILDREN.**

### **CAUTION**

*See additional precautionary  
statements and directions for  
use inside booklet.*

*Product of Switzerland  
Formulated in the USA*

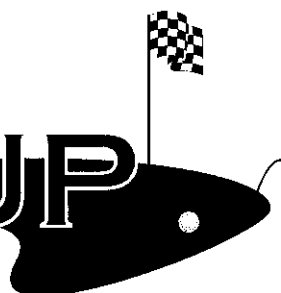
**SCP 937B-L1D 1215  
4061883**

**1 gallon**  
Net Contents



# GAMEUP

PLANT GROWTH REGULATOR



## FOR TURF GROWTH MANAGEMENT

A microemulsion concentrate for managing growth, improving quality and stress tolerance, and edging of warm and cool season turfgrasses

### ACTIVE INGREDIENT:

Trinexapac-ethyl: ..... 11.3%

OTHER INGREDIENTS: ..... 88.7%

TOTAL 100.0%

### KEEP OUT OF REACH OF CHILDREN

### WARNING—AVISO

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

FIRST AID	
<b>If in eyes:</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If swallowed:</b>	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
<b>If inhaled:</b>	<ul style="list-style-type: none"><li>• Move person to fresh air.</li><li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth if possible.</li><li>• Call a poison control center or doctor for further treatment advice.</li></ul>
<b>HOT LINE NUMBER</b>	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. <b>FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1 866-944-8565.</b>	
<b>NOTE TO PHYSICIAN</b>	
If a large amount has been ingested, lavage stomach. An aqueous suspension of activated charcoal can be given to absorb remaining toxicant. Treat symptomatically.	

See inside label booklet for additional PRECAUTIONARY STATEMENTS

GAME UP® Plant Growth Regulator contains trinexapac-ethyl, the active ingredient in Primo MAXX®

EPA REG. NO. 34704-1005  
EPA EST. NO. 34704-MS-001  
NET CONTENTS 2½ GALS. (9.46 L)

060310 V4D 01G11

**GAME UP® PLANT GROWTH REGULATOR**  
**EPA REG. NO. 34704-1005**

**PRECAUTIONARY STATEMENTS**  
**HAZARDS TO HUMANS AND DOMESTIC ANIMALS**  
**WARNING**

Causes substantial but temporary eye injury. Harmful if absorbed through skin. Harmful if swallowed. Do not get in eyes or on clothing. Avoid contact with skin. Wear protective eyewear (goggles, face shield, or safety glasses). Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse. Wear long-sleeved shirt and long pants, socks, shoes, and chemical-resistant gloves.

**ENVIRONMENTAL HAZARDS**

Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater. Do not apply when weather conditions favor drift from treated areas.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Some materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for Category C on an EPA chemical resistance category selection chart.

**Applicators and other handlers must wear:**

- Protective eyewear
- Long-sleeved shirt and long pants
- Chemical-resistant gloves (such as nitrile, butyl, neoprene, or barrier laminate)
- Shoes plus socks

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

**Engineering Control Statements**

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

**USER SAFETY RECOMMENDATIONS**

**Users should:**

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

**DIRECTIONS FOR USE**

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

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

Observe all precautions and limitations on this label and on the labels of each product used in the tank mixture with this product.

**FAILURE TO FOLLOW THE DIRECTIONS FOR USE AND PRECAUTIONS ON THIS LABEL MAY RESULT IN UNEVEN GROWTH REDUCTION OR SEVERELY STUNTED TURF.**

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**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.

The REI for this product is 0 days.

**Do not enter treated areas without footwear until sprays have dried.**

**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.

**Do not enter treated areas without footwear until sprays have dried.**

**PRODUCT INFORMATION**

**This product is not registered for use in the commercial production of plants in the state of Arizona, such as sod farms.**

This product is a microemulsion concentrate (MEC) for management of the growth of warm and cold season turfgrasses, reducing the frequency of mowing and the amount of grass clippings generated. Applications of this product also frequently result in increased turf density, increased color, and increased turf quality. Apply this product to turfgrass areas such as residential and commercial lawns, golf courses, sod farms, sports fields, cemeteries and other similar areas that are well-maintained. This product is useful in the management of difficult-to-mow areas and can be used to minimize the need for edging turfgrass along sidewalks, curbs, parking lots, driveways, flower beds, fences and around posts, storage sheds, and trees.

This product is absorbed by foliar uptake and is rainfast after one hour. Watering-in is not necessary for activation. Environmental conditions, management, and cultural practices that affect turf growth and vigor will influence the response of the turf to applications of this product. Fertility level, moisture availability, plant vigor, height and frequency of mowing, etc. have all been shown to influence the activity of this product. Full growth regulation by this product begins at about 3-5 days after application.

**Notice to User:** Plant tolerances to this product have been found to be acceptable for the grasses listed on this label; however, due to the large number of species and cultivars of grasses, it is impossible to test every one for tolerance to this product. Neither the manufacturer nor the seller has determined whether or not this product can be used safely on grasses not specified on this label and professional users should first determine if this product can be safely applied prior to commercial use by testing on a small scale by applying the lower rate for the turf setting (lawn, fairway, etc.) and evaluating for phytotoxicity and growth inhibition prior to widespread use.

**USE PRECAUTIONS**

- Do NOT apply this product through any type of irrigation system.
- Do NOT graze treated areas or feed treated clippings to livestock.
- Areas treated with this product should continue to receive regular maintenance practices, including irrigation; fertilization; and weed, disease, and insect control when necessary and as recommended for quality turf.
- Because some herbicides can injure turf, tank mixes with this product should be tested on a small scale before widespread use.

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- This product may cause temporary yellowing that usually disappears approximately one week after application. To minimize yellowing and to enhance the green color of turf, apply readily available nitrogen at a rate of 0.2-0.5 lb of actual nitrogen per 1,000 sq ft. If desired, rates of iron per 1,000 sq ft can also be used.

**APPLICATION INSTRUCTIONS**

Excessive turf growth during spring flushes or as a result of fertilization may require higher rates of this product (up to 50% greater) to provide an adequate length of control.

For extended growth suppression (up to 8 weeks) when temporary discoloration can be tolerated, a maximum of twice the rate of this product from the APPLICATION RATE TABLE may be applied.

This product's use rates may need to be reduced up to 50% for turfgrass grown under conditions of low fertility, compaction, or other factors, which stress the turf.

**Multiple applications of this product can be made each growing season, but do not exceed a total of 7.0 fl oz/1,000 sq ft (305 fl oz/A; 19.0 pts/A) per year.**

**Mowing**

This product generally provides greater suppression when turfgrasses are maintained at lower mowing heights and the application rates in this label have been selected for typical mowing heights; be sure to adjust the application rate based on the actual mowing conditions under which this product will be applied. To minimize possible turf injury, apply this product at least 4 hours before mowing or at least 1 hour after mowing.

**Application Timing**

Apply this product to actively-growing turf. A lower rate of this product should be used if turf is going into dormancy because of high or low temperatures or lack of moisture.

As soon as the turf resumes growth or if more suppression is desired, repeat applications of this product may be made but do NOT apply more than 7.0 fl oz/1,000 sq ft per year.

**Equipment**

This product may be applied using backpack sprayers, hand sprayers, boom sprayers, and with spray gun application devices. Be sure to clean the spray equipment thoroughly before use and make sure the sprayer is calibrated and capable of accurate and uniform application. Rinse sprayer with clean water after use and dispose of rinsate in an approved manner.

**MIXING AND APPLICATION INSTRUCTIONS**

This product mixes completely with water (does not contain any petroleum solvents) and may be tank mixed with many commonly-used pesticides and liquid fertilizers. Prepare no more mixture than is necessary for the immediate operation in sufficient carrier (for example 0.5-4.0 gals of water per 1,000 sq ft) to provide uniform and thorough coverage.

Once this product is uniformly mixed, no further agitation is required when the product is used alone, but agitation may be required for tank mixes. If using this product in a tank mixture, be sure to observe all directions for use, sites, use rate dilution ratios, precautions, and limitations, which appear on the tank-mix product's label(s). Do not exceed any label use rate, follow the most restrictive label precautions and limitations, and do not mix this product with any product which prohibits such mixing.

**Backpack and Hand Sprayers (0.5-4.0 gal capacity)**

Add all of the required water to the mix tank followed by the appropriate amount of this product. Close the sprayer and vigorously shake. Begin application.

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**Boom and Hand Gun Sprayers**

This Product Alone: Add all the required amount of water to the spray tank. Then, while agitating, add this product.

This Product in Tank Mixtures: When mixing this product with other carrier and/or tank mix pesticide products, add the products to the spray tank using the following procedure:

1. Always check the compatibility of the tank mix using a jar test with proportionate amounts of this product, other products to be used, and the water before mixing in the spray tank. Use a clear glass quart jar with lid and mix the tank mix ingredients in their relative proportions. Invert the jar containing the mixture several times and observe the mixture for approximately 1/2 hour. If the mixture balls-up or forms flakes, sludges, gels, oily films or layers or precipitates, it is not compatible and do not use the combination in a tank mix.
2. Fill tank at least 1/2 full of water.
3. Maintain sufficient agitation during filling to keep the tank mix uniformly suspended.
4. Add all products packaged in water-soluble bags first. Allow the packages to dissolve and the contents to completely disperse into the mix water. Then add water-dispersible granules (WG formulations) while maintaining agitation in the mix tank. Next, add wettable powders (WP formulations). Allow the products to disperse completely before other products are added.
5. Add emulsifiable concentrates (EC).
6. Add flowable liquids (FL) or suspension concentrates (SC).
7. Add this product.
8. Add spray adjuvants and spray markers. Use surfactants approved for application to turf. Check surfactant label before use.
9. Add the remainder of the water.
10. Do not leave tank mix combinations in the spray tank for prolonged periods without agitation. Mix and apply all of the spray solution on the same day.

**Application Near and Around Monuments and Hardscape Materials**

At normal dilution rates, this product will not stain brass, bronze, concrete, marble, granite, or other types of stone. Prior to using this product around other materials, test on a small scale basis first.

**Turf Pre-Stress Conditioning**

Multiple applications of this product, in conjunction with cultural practices such as fertilization, irrigation, drainage and mowing height will delay the onset of stress, improve stress survival, and enhance turfs recovery from stress. Apply this product to healthy, actively growing turf before the onset of stress and continue to apply this product throughout the growing season as long as the turf remains healthy. NOTE: Do NOT apply more than 7.0 fl oz/ 1,000 sq ft per year.

When turf top growth slows, energy is redirected to below-ground plant parts, and root and rhizome production increases resulting in root-mass that is often greater in turf treated with this product than in similar, untreated turf.

Research indicates that this product may also enhance the performance of fungicides. Monthly applications of this product at the label rate or biweekly application at 1/2 the label rate may strengthen the turfgrass to help it resist disease. Additionally, if mowing is less frequent, and leaf material removal is reduced, contact and systemic products will remain at effective concentrations on or in the turf longer.

Multiple applications of this product will result in smaller, more compact turfgrass and reduced leaf area, resulting in reduced transpiration, water use and improved drought tolerance. Increased turf density will also reduce moisture loss from soil evaporation, and additional soil moisture will be available due to increased root depth and mass. This product may also enhance cold and heat tolerance by increasing carbohydrate levels.

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***POA ANNUA* CONVERSION/RENOVATION**

As part of an overseeding/renovation program allowing better germination and seedling growth of more desirable turf, this product may be applied to existing turf infested with stands of *Poa annua*. By combining this product with appropriate cultural practices that help to ensure the vigor and growth of new seedlings, fewer clippings and reduced maintenance traffic on new seedlings will result. Additionally, seed germination is not affected because this product is absorbed foliarly. NOTE: Aggressive application rates of this product may result in temporary initial discoloration.

Apply this product 1-5 days before seeding and before verticutting, scalping, spiking or other similar operations. The following spring, apply the recommended upper end rate of this product for the turf type and setting listed in the APPLICATION RATE TABLE. Actual conversion success will also depend on growing conditions, fertilization, rainfall, and other agronomic and environmental conditions.

**BERMUDAGRASS OVERSEEDING**

Establishment of cool-season turfgrasses can be enhanced by applying this product to bermudagrass. By combining this product with appropriate cultural practices that help to ensure the vigor and growth of new seedlings, fewer clippings and reduced maintenance traffic on new seedlings will result. Additionally, seed germination is not affected because this product is absorbed foliarly. NOTE: Aggressive application rates of this product may result in temporary initial discoloration.

Apply this product to the bermudagrass 1-5 days before seeding or before verticutting, scalping, spiking, or other similar operations. For maintenance applications, see the APPLICATION RATE TABLE. Use normal seeding rates for your area and turf setting (lawn, fairway, etc.). Actual overseeding results will also depend on growing conditions, fertilization, rainfall, and other agronomic and environmental conditions.

**APPLICATION WITH TURF MARKING PAINT**

When applied before or with marking agents, this product can extend the duration of marking visibility. When combining with latex-based marking agents, mix this product with water first and refer to the marking agent's products label for further instructions.

To treat approximately 1,000 sq ft of line surface area, apply this product at 1 oz/gal of marking paint mix. Refer to the THIS PRODUCT PLUS TANK MIXTURES section of this label for additional instructions.

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**GAME UP Plant Growth Regulator Application Rates<sup>1</sup>**

NOTE: The rates below should provide 50% suppression of turf growth with minimal yellowing for 4-weeks under good growing conditions.

Turf Type	Residential and Commercial turf <sup>2</sup>		Golf Course Fairways (cut at 1/2" or less)		Golf Course Greens		Edging/Banding <sup>3</sup>	
	fl oz/1000 sq ft	fl oz/A	fl oz/1000 sq ft	fl oz/A	fl oz/1000 sq ft	fl oz/A	fl oz/1000 sq ft	fl oz/A
<b>Cool Season</b>								
Bentgrass	0.75	33	0.25	11	0.125	6	1.0	44
Fescue, Red	0.75	33					1.0	44
Fescue, Tall (Ky-31)	1.0	44					1.0	44
Fescue, Tall (Turf Types)	0.75	33					1.0	44
Kentucky Bluegrass	0.60	26	0.25	11			0.75	33
Mixture (Bentgrass/ <i>Poa annua</i> )			0.25 <sup>4</sup>	11	0.125	7		
Mixture (K. Bluegrass/Fescue/Ryegrass)	0.75	33						
Mixture (K. Bluegrass/Ryegrass/ <i>Poa annua</i> )			0.50 <sup>4</sup>	22				
Ryegrass, Annual	1.0	44					1.0	44
Ryegrass, Perennial	1.0	44	0.50	22			1.0	44
<b>Warm Season</b>								
Bahiagrass	1.0	44					1-2	44-88
Bermudagrass <sup>5</sup>								
Bermudagrass, Common	0.75	33	0.25	11			1-2	44-88
Bermudagrass Other Hybrids	0.25	11	0.20	9			0.50-0.75	22-33
Bermudagrass, Tifdwarf	0.20	9	0.20	9	0.062	3	0.50-0.75	22-33
Bermudagrass, Tifgreen (328)	0.25	11	0.20	9	0.125	6	0.75	33
Bermudagrass, Tifway (419)	0.38	16	0.25	11			0.75	33
Buffalograss	1.0	44					1.0	44
Carpetgrass	0.25-0.40	11-18					0.50	22
Centipedegrass	0.50	22					1.0	44
Kikuyugrass	0.30-0.50	13-22	0.3	13			1.0	44
St. Augustinegrass	0.10-0.15	4.50-6.50					0.40-0.80	18-36
St. Augustinegrass, Texas Common	0.10	4.5					0.20	9
Zoysiagrass	0.25	11	0.125	6			0.75	33

1. Seedheads: At rates equal to or higher than the rates in Table 1, this product provides seedhead suppression of hybrid bermudagrass, and partial seedhead suppression of annual bluegrass, bahiagrass, buffalograss, carpetgrass, common bermudagrass, Kentucky bluegrass, and tall fescue. This product must be applied prior to seedhead formation. Do not apply more than 7.0 fl oz/1000 sq ft per year.
2. Including: home lawns, parks, recreation areas, golf course roughs, cemeteries, business sites, sports fields, and sod farms.
3. This product can be applied along the perimeter of lawns, sidewalks, curbs, parking lots, driveways, posts, storage buildings, pet pens, fences, or other areas. This product can be used around trees, shrubs, flower beds, and other border plants or similar areas with no injury. Apply this product in an 8-12 inch band with a single nozzle sprayer. Use the higher concentration to reduce the growth of turfgrass into adjacent areas.

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4. If yellowing of *Poa annua* is a concern, use half this rate and apply more frequently. For *Poa annua* conversion/renovation, where temporary discoloration can be tolerated, twice this rate may be applied.
5. Bermudagrass overseeding preparation: 0.5 oz/1000 sq ft for golf fairways and tees; 0.25 oz/1000 sq ft for golf greens.

**STORAGE AND DISPOSAL**

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

**PESTICIDE STORAGE:** Store in a cool, dry place and avoid excess heat. Do not store below 0°F. If crystals form, store above 70°F, shaking periodically until crystals are dissolved.

**PESTICIDE DISPOSAL:** Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your state pesticide or environmental control agency, or the hazardous waste representative at the nearest EPA Regional Office for guidance.

**CONTAINER DISPOSAL:**

**Nonrefillable container.** Do not reuse this container to hold materials other than pesticides or dilute pesticides (rinsate). After emptying and cleaning, it may be allowable to temporarily hold rinsate or other pesticide-related materials in the container. Contact your state regulatory agency to determine allowable practices in your state. 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 The Agricultural Container Recycling Council (ACRC) at [www.acrecycle.org](http://www.acrecycle.org).

Triple rinse or pressure rinse container (or equivalent) promptly after emptying.

**Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

**Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

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

**CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY**

BEFORE BUYING OR USING THIS PRODUCT, read the entire Directions for Use and the following Conditions of Sale and Limitation of Warranty and Liability. By buying or using this product, the buyer or user accepts the following Conditions of Sale and Limitation of Warranty and Liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary in any way.

Follow the Directions for Use of this product carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop or other plant injury, ineffectiveness, or other unintended consequences may result from such risks as weather or crop conditions, mixture with other chemicals not specifically identified in this product's label, or use of this product contrary to the label instructions, all of which are beyond the control of LOVELAND PRODUCTS, INC. and the seller. The buyer or user of this product assumes all such inherent risks.

Subject to the foregoing inherent risks, LOVELAND PRODUCTS, INC. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use when the product is used in strict accordance with such Directions for Use under normal conditions of use. EXCEPT AS WARRANTED IN THIS LABEL AND TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THIS PRODUCT IS SOLD "AS IS," AND LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR

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IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ELIGIBILITY OF THIS PRODUCT FOR ANY PARTICULAR TRADE USAGE.

IN THE UNLIKELY EVENT THAT BUYER OR USER BELIEVES THAT LOVELAND PRODUCTS, INC. HAS BREACHED A WARRANTY CONTAINED IN THIS LABEL AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, BUYER OR USER MUST SEND WRITTEN NOTICE OF ITS CLAIM TO THE FOLLOWING ADDRESS: LOVELAND PRODUCTS, INC., ATTENTION: LAW DEPARTMENT, P.O. BOX 1286, GREELEY, CO 80632-1286.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT, INCLUDING BUT NOT LIMITED TO CLAIMS OF BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORTS, SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.

Game Up is a registered trademark of Loveland Products, Inc.  
Primo MAXX is a registered trademark of a Syngenta Group Company.

FORMULATED FOR  
LOVELAND PRODUCTS, INC., P.O. BOX 1286, GREELEY, CO 80632-1286

PULL HERE TO OPEN ►

# Podium®

## **PLANT GROWTH REGULATOR FOR TURF GROWTH MANAGEMENT**

*For managing growth,  
improving quality and stress  
tolerance, and edging of  
warm- and cool-season  
turfgrasses*

<i>Active Ingredient:</i>	
Trinexapac-ethyl	
(CAS No. 95266-40-3) . . . .	11.3%
<hr/>	
<i>Other Ingredients:</i>	88.7%
<hr/>	
<i>Total:</i>	100.0%

*Podium® is a microemulsion  
concentrate containing one  
pound trinexapac-ethyl per  
gallon.*

*EPA Reg. No. 100-937  
EPA Est. 62171-MS-001*

**KEEP OUT OF REACH  
OF CHILDREN.**

### **CAUTION**

*See additional precautionary  
statements and directions for  
use inside booklet.*

*Product of Switzerland  
Formulated in the USA*

**SCP 937B-L1D 1215  
4061883**

**1 gallon**  
**Net Contents**



# Merit<sup>®</sup>

## 75 WSP

GROUP 4A INSECTICIDE

INSECTICIDE

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

03408330i 161025AV2

For foliar and systemic insect control of listed pests in turfgrass (including sod farms), landscape ornamentals, fruit and nut trees, and interior plantscapes.

**ACTIVE INGREDIENT:**

Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine.....75%

**OTHER INGREDIENTS:** .....25%

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

Keep water soluble packets in this container and store in a cool dry place but not below freezing (32° F).

Do Not Remove Packets From Container Except For Immediate Use.

EPA Reg. No. 432-1318

**STOP - READ THE LABEL BEFORE USE**  
**KEEP OUT OF REACH OF CHILDREN**  
**CAUTION**

PARA EL USUARIO: Si usted no lee o entiende inglés, no use este producto hasta que le hayan explicado completamente las instrucciones que figuran en la etiqueta.  
(TO THE USER: If you cannot read or understand English, do not use this product until the label has been fully explained to you.)

For **MEDICAL** and **TRANSPORTATION** Emergencies **ONLY** Call 24 Hours A Day 1-800-334-7577

For **PRODUCT USE** Information Call 1-800-331-2867

**FIRST AID**

<b>If swallowed:</b>	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15 to 20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If in eyes:</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>

In case of emergency call toll free the Bayer Environmental Science Emergency Response Telephone No. 1-800-334-7577. Have a product container or label with you when calling a poison control center or doctor, or going for treatment.

**NOTE TO PHYSICIAN:** No specific antidote is available. Treat the patient symptomatically.

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

#### CAUTION

Harmful if swallowed, inhaled, or absorbed through skin. Causes eye irritation. Avoid contact with skin, eyes, or clothing. Avoid breathing dust or vapor. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Keep children or pets off treated area until spray is dry.

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

**WPS USES:** Applicators and Other Handlers who handle this product for any use covered by the Worker Protection Standard (40 CFR Part 170) - in general, agricultural plant uses e.g., use in sod farms, must wear:

- Long-sleeved shirt and long pants
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.
- Shoes plus socks

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

**Non-WPS USES:** Applicators and other handlers who handle this product for any use NOT covered by the Worker Protection Standard (40 CFR part 170) - in general, only agricultural plant uses are covered by the WPS, must wear:

- Shirt and pants
- Gloves
- Shoes plus socks

#### Engineering controls statements:

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

## USER SAFETY RECOMMENDATIONS

#### User 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 highly toxic to aquatic invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops/plants or weeds. Do not apply this product or allow it to drift to blooming crops/plants or weeds if bees are foraging the treatment area. This chemical demonstrates the properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

## PROTECTION OF POLLINATORS

APPLICATION RESTRICTIONS EXIST FOR THIS PRODUCT BECAUSE OF RISK TO BEES AND OTHER INSECT POLLINATORS. FOLLOW APPLICATION RESTRICTIONS FOUND IN THE DIRECTIONS FOR USE TO PROTECT POLLINATORS.



Look for the bee hazard icon



in the Directions for Use for each application site for specific use restrictions and instructions to protect bees and other insect pollinators.

#### This product can kill bees and other insect pollinators.

Bees and other insect pollinators will forage on plants when they flower, shed pollen, or produce nectar.

Bees and other insect pollinators can be exposed to this pesticide from:

- Direct contact during foliar applications, or contact with residues on plant surfaces after foliar applications
- Ingestion of residues in nectar and pollen when the pesticide is applied as a seed treatment, soil, tree injection, as well as foliar applications.

When Using This Product Take Steps To:

- Minimize exposure of this product to bees and other insect pollinators when they are foraging on pollinator attractive plants around the application site.
- Minimize drift of this product on to beehives or to off-site pollinator attractive habitat. Drift of this product onto beehives or off-site to pollinator attractive habitat can result in bee kills.

Information on protecting bees and other insect pollinators may be found at the Pesticide Environmental Stewardship website at:

<http://pesticidestewardship.org/PollinatorProtection/Pages/default.aspx>.

Pesticide incidents (for example, bee kills) should immediately be reported to the state/tribal lead agency. For contact information for your state, go to:

[www.aapco.org/officials.html](http://www.aapco.org/officials.html). Pesticide incidents should also be reported to the National Pesticide Information Center at: [www.npic.orst.edu](http://www.npic.orst.edu) or directly to EPA at: [beekill@epa.gov](mailto:beekill@epa.gov)

## DIRECTIONS FOR USE

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

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

**SEE INDIVIDUAL SITES FOR SPECIFIC POLLINATOR PROTECTION APPLICATION RESTRICTIONS. IF NONE EXIST UNDER THE SPECIFIC SITE, FOR OUTDOOR FOLIAR APPLICATIONS, FOLLOW THESE APPLICATION DIRECTIONS.**



**Do not apply Merit® 75 WSP Insecticide while bees are foraging. Do not apply Merit 75 WSP Insecticide to plants that are flowering. Only apply after all flower petals have fallen off.**

**NON-AGRICULTURAL USES**

Use Merit 75 WSP Insecticide as directed for sod farm production and on turfgrass and ornamentals on: residential home lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, and athletic fields. Merit 75 WSP Insecticide can be used by soil application as directed on trees, shrubs, flowers and groundcovers in sites: in and around the perimeter of industrial and commercial buildings; residential areas; interior plantscapes; municipal, city, state and national forested areas, and private wooded areas.

**RESTRICTION:** Not for use in commercial greenhouses, nurseries, or on grasses grown for seed, or on commercial fruit and nut trees.

**RESISTANCE MANAGEMENT RECOMMENDATIONS**

Some insects are known to develop resistance to insecticides after repeated use. As with any insecticide, the use of this product should conform to resistance management strategies established for the use area.

MERIT 75 WSP Insecticide contains a Group 4A insecticide. Insect biotypes with acquired or inherent resistance to Group 4A insecticides may eventually dominate the insect population if Group 4A insecticides are used repeatedly as the predominant method of control for targeted species.

**AGRICULTURAL USE REQUIREMENTS**

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

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

**Exception:** If the product is applied by drenching, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

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

- Coveralls
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton.
- Shoes plus socks

**NON-AGRICULTURAL USE REQUIREMENTS**

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

Keep children and pets off treated area until dry.

**APPLICATION TO TURFGRASS**

Use MERIT 75 WSP Insecticide for the control of soil inhabiting pests of turfgrass, Northern & Southern masked chafers, *Cyclocephala borealis*, *C. immaculata*, and/or *C. lurida*; Asiatic garden beetle, *Maladera castanea*; European chafer, *Rhizotrogus majalis*; Green June beetle, *Cotinis nitida*; May or June beetle, *Phyllophaga* spp.; Japanese beetle, *Popillia japonica*; Oriental beetle, *Anomala orientalis*; Billbugs, *Sphenophorus* spp.; Annual bluegrass weevil, *Hyperodes* spp.; Black turfgrass atenauius, *Ataenius spretulus* and *Aphodius* spp.; European Crane Fly *Tipula*, *paludosa*; and mole crickets, *Scapteriscus* spp. MERIT 75 WSP Insecticide can also be used for the suppression of cutworms and chinchbugs.

The active ingredient in MERIT 75 WSP Insecticide has sufficient residual activity so that applications can be made preceding the egg laying activity of the target pests. High levels of control are achieved when applications are made preceding or during the egg laying period. The need for an application can be based on historical monitoring of the site, previous records or experiences, current season adult trapping or other methods. Optimum control will be achieved when applications are made prior to egg hatch of the target pests, followed by sufficient irrigation or rainfall to move the active ingredient through the thatch.

Do not apply when turfgrass areas are waterlogged or the soil is saturated with water. Adequate distribution of the active ingredient cannot be achieved when these conditions exist. The treated turf area must be in such a condition that the rainfall or irrigation will penetrate vertically in the soil profile.

**RESTRICTION:** Do not apply more than a total of 8.53 oz (0.4 lb of active ingredient) per acre per year.

**APPLICATION EQUIPMENT FOR USE ON TURFGRASS**

Apply MERIT 75 WSP Insecticide in sufficient water to provide adequate distribution in the treated area. The use of accurately calibrated equipment normally used for the application of turfgrass insecticides is required. Use equipment, which will produce a uniform, coarse droplet spray, using a low-pressure setting to eliminate off target drift. Check calibration periodically to ensure that equipment is working properly.

**APPLICATION TO ORNAMENTALS**

MERIT 75 WSP Insecticide is for use on ornamentals in commercial and residential landscapes and interior plantscapes. MERIT 75 WSP Insecticide is a systemic product and will be translocated upward into the plant system from root uptake. To assure optimum effectiveness, the product must be placed where the growing portion of the target plant can absorb the active ingredient. The addition of a nitrogen containing fertilizer, where applicable, into the solution may enhance the uptake of the active ingredient. Application can be made by foliar application or soil applications; including soil injection, drenches, and broadcast sprays. Foliar applications offer locally systemic activity against insect pests.

When making soil applications to plants with woody stems, systemic activity will be delayed until the active ingredient is translocated throughout the plant. In some cases, this translocation delay could take 60 days or longer. For this reason, make application prior to anticipated pest infestation to achieve optimum levels of control.

**RESTRICTION:** Outdoor applications cannot exceed a total of 8.53 oz (0.4 lb of active ingredient) per acre per year.

**ANT MANAGEMENT PROGRAMS**

Use MERIT 75 WSP Insecticide to control aphids, scale insects, mealybugs and other listed sucking pests on ornamentals to limit the honeydew available as a food source for ant populations. MERIT 75 WSP Insecticide applications can be supplemented with residual sprays, bait placements or other ant control tactics to further reduce the pest population.

**APPLICATION EQUIPMENT FOR FOLIAR APPLICATIONS**

MERIT 75 WSP Insecticide mixes readily with water and may be used in many types of application equipment. Mix product with the required amount of water and apply as desired dependent upon the selected use pattern.

When making foliar applications on hard to wet foliage such as holly, pine, or ivy, the addition of a spreader/sticker is recommended. If concentrate or mist type spray equipment is used, apply an equivalent amount of product on the area sprayed, as would be used in a dilute application.

**MIXING:** Within each container are clear inner packets containing MERIT 75 WSP Insecticide. The clear inner packet is water-soluble. Do not allow packets to become wet prior to adding to the spray tank. Do not handle the clear inner packets with wet hands or wet gloves. Rough handling may cause breakage. Reseal container to protect remaining packets.

To prepare the spray mixture, drop the required number of unopened clear water-soluble packets, as determined in the application rate chart, into the spray tank while filling with water to the desired level. Operate the agitator while mixing. Depending on the water temperature and the degree of agitation, the packets should be completely dissolved within a few minutes from the time they are added to the water. Cooler water temperatures increase the time needed for the inner packet to dissolve completely.

**RESTRICTION:** Do not use MERIT 75 WSP Insecticide packets in a tank-mix with products that contain Boron or release free chlorine. The resultant reaction of PVA and boron or free chlorine is a plastic, which is not soluble in water or solvents such as diesel oils, kerosene, gasoline, or alcohol. Do not attempt to use the WSP packets directly in diesel oils or summer spray type oils as in ULV or LV uses. PVA packets are water-soluble not oil soluble. Use of chlorinated water is acceptable.

MERIT 75 WSP Insecticide has been found to be compatible with commonly used fungicides, miticides, liquid fertilizers, and other commonly used insecticides. Check physical compatibility using the correct proportion of products in a small jar test if local experience is unavailable.

**RESTRICTION:** Do not apply through any irrigation system.

DIRECTIONS FOR USE ON TURFGRASSES IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL AREAS			
SITE	PEST		APPLICATION RATE
Turfgrasses (Residential home lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, athletic fields)	<b>Larvae of:</b>	Cutworm (suppression)	1.6 oz (1 Packet) per 8,250 to 11,000 sq ft
	Annual bluegrass weevil	Northern masked chafer	
	Asiatic garden beetle	Oriental beetle	
	Billbug	<i>Phyllophaga</i> spp.	
	Black turfgrass atenauius	Southern masked chafer	
For optimum control of grubs, billbugs, annual bluegrass weevil, and European crane fly larvae, make application prior to egg hatch of the target pest. Be sure to read "Application Equipment for Use on Turfgrass" Section of this label.			
	Chinchbug (suppression)	Mole cricket	1.6 oz (1 packet) per 8,250 sq ft
For suppression of chinchbugs, make application prior to hatching of the first instar nymphs. For control of mole crickets, make application prior to or during the peak egg hatch period. If application is not made prior to egg hatch or when adults or large nymphs are present and actively tunneling, apply Merit 75 WSP Insecticide in combination with a remedial insecticide to minimize damage to turf. Follow label instructions for other insecticides when tank mixing.			
Consult your local State Agricultural Experiment Station or State Extension Turf Specialists for more specific information regarding timing of application. For optimum control, if rainfall does not occur within 24 hours after application, irrigate to move the active ingredient through the thatch.			

(continued)

## DIRECTIONS FOR USE ON TURFGRASSES IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL AREAS (cont.)

### RESTRICTIONS:

- Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.
- Do not mow turf or lawn area until after sufficient irrigation or rainfall has occurred so that uniformity of application will not be affected.
- Do not allow this product to contact plants in bloom while bees are foraging the treatment area.
- Do not graze treated areas or use clippings from treated areas for feed or forage.
- Do not allow runoff or puddling of irrigation water following application.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.

## DIRECTIONS FOR USE ON SOD FARMS

CROP	PEST		APPLICATION RATE
TURFGRASSES (Sod Farms)	<b>LARVAE OF:</b> Annual bluegrass weevil Asiatic garden beetle Billbug Black turfgrass ataenius	<div>                     Cutworm (suppression)                      European chafer                      European Crane Fly                      Green June beetle                      Japanese beetle                 </div> <div>                     Northern masked chafer                      Oriental beetle  <i>Phyllophaga</i> spp.                      Southern masked chafer                 </div>	1.6 oz (1 Packet) per 8,250 to 11,000 sq ft
	For optimum control of grubs, billbugs, annual bluegrass weevil, and European crane fly larvae, make application prior to egg hatch of the target pest. Be sure to read "Application Equipment for Use on Turfgrass" Section of this label.		
	Chinchbug (suppression)	Mole cricket	1.6 oz (1 packet) per 8,250 sq ft
	For suppression of chinchbugs, make application prior to hatching of the first instar nymphs. For control of mole crickets, make application prior to or during the peak egg hatch period. If application is not made prior to egg hatch or when adults or large nymphs are present and actively tunneling, apply Merit 75 WSP Insecticide in combination with a remedial insecticide to minimize damage to turf. Follow label instructions for other insecticides when tank mixing.		

Consult your local State Agricultural Experiment Station or State Extension Turf Specialists for more specific information regarding timing of application. For optimum control, if rainfall does not occur within 24 hours after application, irrigate to move the active ingredient through the thatch.

### RESTRICTIONS:

- Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.
- Do not allow this product to contact plants in bloom while bees are foraging the treatment area.
- Do not use for seed production.
- Do not allow runoff or puddling of irrigation water following application.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.

## DIRECTIONS FOR APPLICATION TO OUTDOOR ORNAMENTALS IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL LANDSCAPE AREAS

SITE	PEST		APPLICATION RATE
Trees Shrubs Evergreens Flowers Foliage plants Groundcovers	Adelgids (including hemlock woolly adelgid) Aphids Leaf-feeding beetles (Japanese beetle, emerald ash borer and vine weevil adults)	<div>                     Leaf-feeding bugs (including lace bugs, leaf bugs, and plant bugs)                      Leafhoppers, planthoppers, sharpshooters                      (including glassy-winged sharpshooter) and spittle bugs                 </div> <div>                     Mealybugs                      Psyllids                      Sawfly larvae                      Thrips (foliage only)                      Whiteflies                 </div>	1.6 oz (1 packet) per 300 gallons of water
	<b>Foliar Applications:</b> Start treatments prior to establishment of high pest populations and reapply on an as needed basis.		
	White grub larvae (such as Japanese beetle larvae, Chafers, <i>Phyllophaga</i> spp. Asiatic garden beetle, Oriental beetle)		1.6 oz (1 packet) per 8,250 to 11,000 sq ft
	<b>Broadcast Applications:</b> Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. Do not use less than 2 gallons of water per 1,000 sq ft. For optimum control, irrigate thoroughly to incorporate Merit 75 WSP Insecticide into the upper soil profile.		

### RESTRICTIONS:

- **Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators**
- Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply this product, by any application method, to linden, basswood, or other Tilia species.

## DIRECTIONS FOR APPLICATION TO PLANTS GROWN INDOORS

SITE	PEST	APPLICATION RATE
Interior plantscapes	Adelgids (including hemlock woolly adelgid) Aphids Leaf-feeding beetles (Japanese beetle, emerald ash borer and vine weevil adults) Leaf-feeding bugs (including lace bugs, leaf bugs, and plant bugs) Leafhoppers, planthoppers, sharpshooters (including glassy-winged sharpshooter) and spittle bugs Mealybugs Psyllids Sawfly larvae Thrips (foliage only) Whiteflies	1.6 oz (1 packet) per 300 gallons of water
<b>Foliar Applications:</b> Start treatments prior to establishment of high pest populations and reapply on an as needed basis.		
White grub larvae (such as Japanese beetle larvae, Chafer, <i>Phyllophaga</i> spp. Asiatic garden beetle, Oriental beetle)		1.6 oz (1 packet) per 8,250 to 11,000 sq ft
<b>Broadcast Applications:</b> Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. Do not use less than 2 gallons of water per 1,000 sq ft. For optimum control, irrigate thoroughly to incorporate Merit 75 WSP Insecticide into the upper soil profile		

### RESTRICTIONS:

- Not for use in commercial greenhouse

## DIRECTIONS FOR APPLICATION TO TREES AND SHRUBS BY SOIL DRENCH AND SOIL INJECTION

For use in and around the perimeter of industrial and commercial buildings, in residential and recreational areas, and in municipal, city, state, national, and private wooded and forested areas.

<b>Trees and Shrubs</b>	1.6 oz (1 packet) MERIT 75 WSP Insecticide per 24 to 48 inches of cumulative trunk diameter or 24 to 48 feet of cumulative shrub height		
Adelgids (including hemlock woolly adelgid) Aphids Leaf-feeding beetles (including Japanese beetle and vine weevil adults)	Leaf-feeding bugs (including lace bugs, leaf bugs, and plant bugs) Leafhoppers, planthoppers, sharpshooters (including glassy-winged sharpshooter) and spittle bugs	Leafminers Mealybugs Pine tip moth larvae Psyllids	Royal palm bug Sawfly larvae Soft scales Whiteflies
<b>Trees and Shrubs</b>	1.6 oz (1 packet) MERIT 75 WSP Insecticide per 24 inches of cumulative trunk diameter or 24 feet of cumulative shrub height		
Armored scales (including: camellia, false oleander, Florida red, oystershell, tea, and white peach scales) Flatheaded borers (including emerald ash borer)	Roundheaded borers (including Asian longhorned beetle) Thrips (foliage only) White grub, billbug, and root weevil larvae		

Example equation:  $[x \text{ (total DBH inches of a tree)} / y \text{ (cumulative trunk diameter rate to be applied)}] \times 1.6 \text{ oz (1 packet)} = \text{total oz of product per tree.}$

### Examples of single tree calculations:

To calculate the rate range with a 12 inch DBH tree:

$(12/48) \times 1.6 \text{ oz (1 packet)} = 0.4 \text{ oz per tree}$

$(12/24) \times 1.6 \text{ oz (1 packet)} = 0.8 \text{ oz per tree}$

If treating multiple trees at a similar rate, add the DBH of the trees together and divide by rate to be applied.

Example of multiple trees using similar rate of 48 (y): 3 trees with DBH of 8, 10, & 9 inches. Total cumulative inches of DBH is 27 (x).

$(27/48) \times 1.6 \text{ oz (1 packet)} = 0.9 \text{ oz total for all three trees.}$

**Soil Injection: GRID SYSTEM:** Space holes on 2.5 foot centers, in a grid pattern, extending to the drip line of the tree. **CIRCLE SYSTEM:** Apply in holes evenly spaced in circles, (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. **BASAL SYSTEM:** Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base.

Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. For optimum control, keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per tree or shrub.

**Soil Drench:** Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.

**For Control of Specified Borers:** Application to trees already heavily infested may not prevent the eventual loss of the trees due to existing pest damage and tree stress.

### RESTRICTIONS:

- No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.
- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.
- Do not apply this product, by any application method, to linden, basswood, or other Tilia species.

## TREES: DIRECTIONS FOR SOIL APPLICATIONS FOR TREES WITH A 15 INCH OF TRUNK DIAMETER AT BREAST HEIGHT (D.B.H.) OR GREATER TO TREAT THE PESTS LISTED BELOW

Use the following rates as a function of tree DBH. Apply 1.6 oz (1 packet) of Merit 75 WSP Insecticide per 12 to 48 inches of cumulative trunk diameter for tree(s) intended to be treated. You may use the higher rate of 1.6 oz (1 packet) of Merit 75 WSP Insecticide per cumulative trunk diameter (12 inches to less than 24 inches) only to control the pests listed below.

**RESTRICTION:** Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year

DBH = is measured 4.5 feet from the ground

Emerald Ash Borer      Bronze birch borer      Asian Longhorned Beetle      Eucalyptus Longhorned Borer      Alder Borer

**Example equation:**  $[x \text{ (total DBH inches of a tree)} / y \text{ (cumulative trunk diameter rate to be applied)}] \times 1.6 \text{ oz (1 packet)} = \text{total oz of product per tree.}$

**Calculation examples for a single tree with a DBH greater than 15 inches:**

(continued)

## **TREES: DIRECTIONS FOR SOIL APPLICATIONS FOR TREES WITH A 15 INCH OF TRUNK DIAMETER AT BREAST HEIGHT (D.B.H.) OR GREATER TO TREAT THE PESTS LISTED BELOW (cont.)**

To calculate the higher rate range with a 30 inch DBH tree:

$(30/12) * 1.6 \text{ oz (1 packet)} = 4 \text{ oz per tree}$

To calculate the lower rate range with a 30 inch DBH tree:

$(30/48) * 1.6 \text{ oz (1 packet)} = 1 \text{ oz per tree}$

### **Calculation examples for multiple trees with a DBH greater than 15 inches:**

To calculate the higher rate range for multiple trees, add the DBH of the trees together and divide by rate to be applied.

Example of multiple trees using similar rate of 12 (y): 3 trees with DBH of 15, 20, & 25 inches. Total cumulative inches of DBH is 60 (x).

$(60/12) * 1.6 \text{ oz (1 packet)} = 8 \text{ oz for all three trees.}$

To calculate the lower rate range for multiple trees, add the DBH of the trees together and divide by rate to be applied.

Example of multiple trees using similar rate of 48 (y): 3 trees with DBH of 15, 20, & 25 inches. Total cumulative inches of DBH is 60 (x).

$(60/48) * 1.6 \text{ oz (1 packet)} = 2 \text{ oz for all three trees.}$

**Soil Injection:** GRID SYSTEM: Space holes on 2.5 foot centers, in a grid pattern, extending to the drip line of the tree. CIRCLE SYSTEM: Apply in holes evenly spaced in circles, (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. BASAL SYSTEM: Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base.

Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. For optimum control, keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per tree or shrub.

**Soil Drench:** Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.

**For Control of Specified Borers:** Application to trees already heavily infested may not prevent the eventual loss of the trees due to existing pest damage and tree stress.

### **RESTRICTIONS:**

- No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.
- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.
- Do not apply this product, by any application method, to linden, basswood, or other Tilia species.

## **DIRECTIONS FOR GROUND TREATMENT PREPLANTING**

### **GROUND TREATMENT PREPLANTING**

1.6 oz (1 packet) MERIT 75 WSP Insecticide per 8,250 to 11,000 sq ft

Apply as a broadcast treatment and incorporate into the soil before planting.

### **RESTRICTION:**

- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.

# DIRECTIONS FOR FOLIAR APPLICATION TO POME FRUITS, PECANS, AND GRAPES GROWN IN RESIDENTIAL AREAS

SITE		PEST		APPLICATION RATE	
Pome Fruits	Pear	Aphids (except Woolly apple aphid)	Mealybugs*	1.6 oz	2.1 oz
	Pear (oriental)	Leafhoppers (including glassy-winged sharpshooter)	San Jose Scale*	(1 packet) per 300 gal-	per acre <sup>1</sup>
	Crabapple	Leafminer		lons of water	
	Loquat				
	Mayhaw				

Apply specified dosage as foliar spray as needed after petal-fall is complete.

For control of rosy apple aphid, apply prior to leafrolling caused by the pest.

For first generation leafminer control, make first application as soon as petal-fall is complete. Greatest leafminer control will result from the earliest possible application. For second and succeeding generations of leafminer, optimal control is obtained from applications made early in the adult flight against egg and early instar larvae. A second application may be required 10 days later if severe pressure continues or if generations are overlapping. A single application may result in suppression only. MERIT 75 WSP Insecticide will not control late stage larvae.

For San Jose Scale, time applications to the crawler stage. Treat each generation.

For late season (preharvest) control of leafhopper species, apply MERIT 75 WSP Insecticide while most leafhoppers are in the nymphal stage.

## RESTRICTIONS:

• Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators.

• For optimal control of mealybug, ensure good spray coverage of the trunk and scaffolding limbs or other resting sites of the mealybug.

• Do not apply more than 2.1 oz per acre in a single application.

• Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year

• Allow 10 or more days between applications.

• Allow at least 7 days between last application and harvest.

• \*Not for use in California for control on pears.

• Keep children and pets off treated area until dry.

Pecans*	Yellow pecan aphid	Pecan leaf phylloxera	Pecan stem phylloxera	1.6 oz (1 packet)	2.1 oz
	Black margined aphid	Pecan spittebug		per 300 gal of water	per acre <sup>1</sup>

Make foliar applications as pests begin to build before populations become extreme. Two applications at a 10 to 14 day interval may be required to achieve control. Scout and retreat if needed.

Thorough uniform coverage of foliage is necessary for optimal control. Addition of an organosilicone-based spray adjuvant at a rate not to exceed the adjuvant manufacturer's use rate may improve coverage.

## RESTRICTIONS:

• Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators.

• Do not apply more than a total of 6.3 oz of MERIT 75 WSP Insecticide per acre per year.

• Do not make more than 3 applications.

• Allow 10 or more days between applications.

• Allow at least 7 days between last application and harvest.

• Keep children and pets off treated area until dry.

<sup>1</sup> The amount of MERIT 75 WSP Insecticide required per acre will depend on tree size and volume of foliage present. The rate per acre is based on a standard of 400 gallons of dilute spray solution per acre for large trees.

\*Use on pecans not permitted in California unless directed by state-specific 24(c) supplemental labeling.

SITE		PEST		APPLICATION RATE	
Grapes	Leafhoppers (including glassy-winged sharpshooter)	Mealybugs		1.6 oz (1 packet) per 300 gal of water	1.0 oz per acre

Apply specified dosage as a foliar spray using 200 gallons of water per acre.

## RESTRICTIONS:

• Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators.

• Do not apply more than a total of 2.0 oz of MERIT 75 WSP Insecticide per acre per year.

• Allow at least 14 days between applications.

• Applications may be applied up to and including day of harvest.

• Keep children and pets off treated area until dry.

# STORAGE AND DISPOSAL

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

**Pesticide Storage:** Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area. Handle and open container in a manner as to prevent spillage. If the container is leaking, invert to prevent leakage. If container is leaking or material spilled for any reason or cause, carefully dam up spilled material to prevent runoff. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Absorb spilled material with absorbing type compounds and dispose of as directed for pesticides below. In spill or leak incidents, keep unauthorized people away. You may contact the Bayer Environmental Science Emergency Response Team for decontamination procedures or any other assistance that may be necessary. The Bayer Environmental Science Emergency Response Telephone No. is 1-800-334-7577 or contact Chemtrec at 1-800-424-9300.

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

**Container Handling: Nonrefillable container.** Do not reuse or refill this container. Completely empty container into application equipment. Offer for recycling, if available or dispose of empty container in a sanitary landfill, by incineration or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

**[Container Disposal Statement For Merit Mega Mini Drum]: Nonrefillable container.** Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying.

Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

Offer for recycling, if available or dispose of empty container in a sanitary landfill, by incineration or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

## 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. Ineffectiveness, plant injury or other property damage, or other unintended consequences may result because of factors beyond the control of Bayer CropScience LP such as weather conditions, presence of other materials or the manner of use or application. All such risks shall be assumed by the user or buyer.

**DISCLAIMER OF WARRANTIES:** TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Bayer CropScience is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP DISCLAIMS ANY liability whatsoever for special, incidental or consequential damages, resulting from the use or handling of this product.

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

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Produced for:  
Bayer Environmental Science  
A Division of Bayer CropScience LP  
5000 CentreGreen Way, Suite 400  
Cary, NC 27513

Bayer



# Merit<sup>®</sup>

## 75 WSP

3/8"

## INSECTICIDE

For foliar and systemic insect control of listed pests in turfgrass (including sod farms), landscape ornamentals, fruit and nut trees, and interior plantscapes

### ACTIVE INGREDIENT:

Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-

*N*-nitro-2-imidazolidinimine ..... 75%

OTHER INGREDIENTS: ..... 25%

TOTAL: ..... 100%

Keep water soluble packets in this container and store in a cool dry place but not below freezing (32°F).

Do Not Remove Packets From Container Except For Immediate Use.

EPA Reg. No. 432-1318

EPA Est. No. 33967-NN-1

**STOP - READ THE LABEL BEFORE USE**

**KEEP OUT OF REACH OF CHILDREN**

### CAUTION

PARA EL USUARIO: Si usted no lee o entiende Inglés, no use este producto hasta que le hayan explicado completamente las instrucciones que figuran en la etiqueta.

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

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

For **MEDICAL** and **TRANSPORTATION** Emergencies **ONLY** Call 24 Hours A Day

1-800-334-7577

For **PRODUCT USE** Information Call 1-800-331-2867

### FIRST AID

If swallowed	<ul style="list-style-type: none"> <li>• Call a poison control center or doctor immediately for treatment advice.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
If on skin or clothing	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
If in eyes	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>

In case of emergency call toll free the Bayer Environmental Science Emergency Response telephone No. 1-800-334-7577. Have a product container or label with you when calling a poison control center or doctor, or going for treatment.

**NOTE TO PHYSICIAN:** No specific antidote is available. Treat the patient symptomatically.

Net Contents

**6.4 Oz**

(4 x 1.6 Oz packets)

00452010

03644433H 161025AV2

11.75"

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

#### CAUTION

Harmful if swallowed, inhaled, or absorbed through skin. Causes eye irritation. Avoid contact with skin, eyes, or clothing. Avoid breathing dust or vapor. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Keep children or pets off treated area until spray is dry.

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

**WPS USES:** Applicators and Other Handlers who handle this product for any use covered by the Worker Protection Standard (40 CFR Part 170) – in general, agricultural plant uses e.g., use in sod farms, must wear:

- Long-sleeved shirt and long pants
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.
- Shoes plus socks

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

**NON-WPS USES:** Applicators and other handlers who handle this product for any use NOT covered by the Worker Protection Standard (40 CFR Part 170) – in general, only agricultural plant uses are covered by the WPS, must wear:

- Shirt and pants
- Gloves
- Shoes plus socks

#### Engineering controls statements:

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

## USER SAFETY RECOMMENDATIONS

#### User 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.

(Attach Leaflet Here)

## ENVIRONMENTAL HAZARDS

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

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops/plants or weeds. Do not apply this product or allow it to drift to blooming crops/plants or weeds if bees are foraging the treatment area. This chemical demonstrates the properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

## STORAGE AND DISPOSAL

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

**Pesticide Storage:** Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area. Handle and open container in a manner as to prevent spillage. If the container is leaking, invert to prevent leakage. If container is leaking or material spilled for any reason or cause, carefully dam up spilled material to prevent runoff. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Absorb spilled material with absorbing type compounds and dispose of as directed for pesticides below. In spill or leak incidents, keep unauthorized people away. You may contact the Bayer Environmental Science Emergency Response Team for decontamination procedures or any other assistance that may be necessary. The Bayer Environmental Science Emergency Response Telephone No. is 1-800-334-7577 or contact Chemtrec at 1-800-424-9300.

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

**Container Handling:** Nonrefillable container. Do not reuse or refill this container. Completely empty container into application equipment. Offer for recycling, if available or dispose of empty container in a sanitary landfill, by incineration or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Produced for:  
Bayer Environmental Science  
A Division of Bayer CropScience LP  
5000 CentreGreen Way, Suite 400  
Cary, NC 27513  
Product of China

Bayer



12"

8"



**Merit<sup>®</sup>**  
**75 WSP**

GROUP 4A INSECTICIDE

**INSECTICIDE**

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

03408330i 161025AV2

For foliar and systemic insect control of listed pests in turfgrass (including sod farms), landscape ornamentals, fruit and nut trees, and interior plantscapes.

**ACTIVE INGREDIENT:**

Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine.....75%

**OTHER INGREDIENTS:** .....25%

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

Keep water soluble packets in this container and store in a cool dry place but not below freezing (32° F).

Do Not Remove Packets From Container Except For Immediate Use.

EPA Reg. No. 432-1318

**STOP - READ THE LABEL BEFORE USE**  
**KEEP OUT OF REACH OF CHILDREN**  
**CAUTION**

PARA EL USUARIO: Si usted no lee o entiende inglés, no use este producto hasta que le hayan explicado completamente las instrucciones que figuran en la etiqueta.  
(TO THE USER: If you cannot read or understand English, do not use this product until the label has been fully explained to you.)

For **MEDICAL** and **TRANSPORTATION** Emergencies **ONLY** Call 24 Hours A Day 1-800-334-7577

For **PRODUCT USE** Information Call 1-800-331-2867

**FIRST AID**

<b>If swallowed:</b>	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15 to 20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If in eyes:</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>

In case of emergency call toll free the Bayer Environmental Science Emergency Response Telephone No. 1-800-334-7577. Have a product container or label with you when calling a poison control center or doctor, or going for treatment.

**NOTE TO PHYSICIAN:** No specific antidote is available. Treat the patient symptomatically.

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

#### CAUTION

Harmful if swallowed, inhaled, or absorbed through skin. Causes eye irritation. Avoid contact with skin, eyes, or clothing. Avoid breathing dust or vapor. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Keep children or pets off treated area until spray is dry.

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

**WPS USES:** Applicators and Other Handlers who handle this product for any use covered by the Worker Protection Standard (40 CFR Part 170) - in general, agricultural plant uses e.g., use in sod farms, must wear:

- Long-sleeved shirt and long pants
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.
- Shoes plus socks

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

**Non-WPS USES:** Applicators and other handlers who handle this product for any use NOT covered by the Worker Protection Standard (40 CFR part 170) - in general, only agricultural plant uses are covered by the WPS, must wear:

- Shirt and pants
- Gloves
- Shoes plus socks

#### Engineering controls statements:

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

## USER SAFETY RECOMMENDATIONS

#### User 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 highly toxic to aquatic invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops/plants or weeds. Do not apply this product or allow it to drift to blooming crops/plants or weeds if bees are foraging the treatment area. This chemical demonstrates the properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

## PROTECTION OF POLLINATORS

APPLICATION RESTRICTIONS EXIST FOR THIS PRODUCT BECAUSE OF RISK TO BEES AND OTHER INSECT POLLINATORS. FOLLOW APPLICATION RESTRICTIONS FOUND IN THE DIRECTIONS FOR USE TO PROTECT POLLINATORS.



Look for the bee hazard icon



in the Directions for Use for each application site for specific use restrictions and instructions to protect bees and other insect pollinators.

#### This product can kill bees and other insect pollinators.

Bees and other insect pollinators will forage on plants when they flower, shed pollen, or produce nectar.

Bees and other insect pollinators can be exposed to this pesticide from:

- Direct contact during foliar applications, or contact with residues on plant surfaces after foliar applications
- Ingestion of residues in nectar and pollen when the pesticide is applied as a seed treatment, soil, tree injection, as well as foliar applications.

When Using This Product Take Steps To:

- Minimize exposure of this product to bees and other insect pollinators when they are foraging on pollinator attractive plants around the application site.
- Minimize drift of this product on to beehives or to off-site pollinator attractive habitat. Drift of this product onto beehives or off-site to pollinator attractive habitat can result in bee kills.

Information on protecting bees and other insect pollinators may be found at the Pesticide Environmental Stewardship website at:

<http://pesticidestewardship.org/PollinatorProtection/Pages/default.aspx>.

Pesticide incidents (for example, bee kills) should immediately be reported to the state/tribal lead agency. For contact information for your state, go to:

[www.aapco.org/officials.html](http://www.aapco.org/officials.html). Pesticide incidents should also be reported to the National Pesticide Information Center at: [www.npic.orst.edu](http://www.npic.orst.edu) or directly to EPA at: [beekill@epa.gov](mailto:beekill@epa.gov)

## DIRECTIONS FOR USE

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

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

**SEE INDIVIDUAL SITES FOR SPECIFIC POLLINATOR PROTECTION APPLICATION RESTRICTIONS. IF NONE EXIST UNDER THE SPECIFIC SITE, FOR OUTDOOR FOLIAR APPLICATIONS, FOLLOW THESE APPLICATION DIRECTIONS.**



**Do not apply Merit® 75 WSP Insecticide while bees are foraging. Do not apply Merit 75 WSP Insecticide to plants that are flowering. Only apply after all flower petals have fallen off.**

#### NON-AGRICULTURAL USES

Use Merit 75 WSP Insecticide as directed for sod farm production and on turfgrass and ornamentals on: residential home lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, and athletic fields. Merit 75 WSP Insecticide can be used by soil application as directed on trees, shrubs, flowers and groundcovers in sites: in and around the perimeter of industrial and commercial buildings; residential areas; interior plantscapes; municipal, city, state and national forested areas, and private wooded areas.

**RESTRICTION:** Not for use in commercial greenhouses, nurseries, or on grasses grown for seed, or on commercial fruit and nut trees.

#### RESISTANCE MANAGEMENT RECOMMENDATIONS

Some insects are known to develop resistance to insecticides after repeated use. As with any insecticide, the use of this product should conform to resistance management strategies established for the use area.

MERIT 75 WSP Insecticide contains a Group 4A insecticide. Insect biotypes with acquired or inherent resistance to Group 4A insecticides may eventually dominate the insect population if Group 4A insecticides are used repeatedly as the predominant method of control for targeted species.

#### AGRICULTURAL USE REQUIREMENTS

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

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

**Exception:** If the product is applied by drenching, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

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

- Coveralls
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton.
- Shoes plus socks

#### NON-AGRICULTURAL USE REQUIREMENTS

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

Keep children and pets off treated area until dry.

#### APPLICATION TO TURFGRASS

Use MERIT 75 WSP Insecticide for the control of soil inhabiting pests of turfgrass, Northern & Southern masked chafers, *Cyclocephala borealis*, *C. immaculata*, and/or *C. lurida*; Asiatic garden beetle, *Maladera castanea*; European chafer, *Rhizotrogus majalis*; Green June beetle, *Cotinis nitida*; May or June beetle, *Phyllophaga* spp.; Japanese beetle, *Popillia japonica*; Oriental beetle, *Anomala orientalis*; Billbugs, *Sphenophorus* spp.; Annual bluegrass weevil, *Hyperodes* spp.; Black turfgrass ataenius, *Ataenius spretulus* and *Aphodius* spp.; European Crane Fly Tipula, *paludosa*; and mole crickets, *Scapteriscus* spp. MERIT 75 WSP Insecticide can also be used for the suppression of cutworms and chinchbugs.

The active ingredient in MERIT 75 WSP Insecticide has sufficient residual activity so that applications can be made preceding the egg laying activity of the target pests. High levels of control are achieved when applications are made preceding or during the egg laying period. The need for an application can be based on historical monitoring of the site, previous records or experiences, current season adult trapping or other methods. Optimum control will be achieved when applications are made prior to egg hatch of the target pests, followed by sufficient irrigation or rainfall to move the active ingredient through the thatch.

Do not apply when turfgrass areas are waterlogged or the soil is saturated with water. Adequate distribution of the active ingredient cannot be achieved when these conditions exist. The treated turf area must be in such a condition that the rainfall or irrigation will penetrate vertically in the soil profile.

**RESTRICTION:** Do not apply more than a total of 8.53 oz (0.4 lb of active ingredient) per acre per year.

#### APPLICATION EQUIPMENT FOR USE ON TURFGRASS

Apply MERIT 75 WSP Insecticide in sufficient water to provide adequate distribution in the treated area. The use of accurately calibrated equipment normally used for the application of turfgrass insecticides is required. Use equipment, which will produce a uniform, coarse droplet spray, using a low-pressure setting to eliminate off target drift. Check calibration periodically to ensure that equipment is working properly.

#### APPLICATION TO ORNAMENTALS

MERIT 75 WSP Insecticide is for use on ornamentals in commercial and residential landscapes and interior plantscapes. MERIT 75 WSP Insecticide is a systemic product and will be translocated upward into the plant system from root uptake. To assure optimum effectiveness, the product must be placed where the growing portion of the target plant can absorb the active ingredient. The addition of a nitrogen containing fertilizer, where applicable, into the solution may enhance the uptake of the active ingredient. Application can be made by foliar application or soil applications; including soil injection, drenches, and broadcast sprays. Foliar applications offer locally systemic activity against insect pests.

When making soil applications to plants with woody stems, systemic activity will be delayed until the active ingredient is translocated throughout the plant. In some cases, this translocation delay could take 60 days or longer. For this reason, make application prior to anticipated pest infestation to achieve optimum levels of control.

**RESTRICTION:** Outdoor applications cannot exceed a total of 8.53 oz (0.4 lb of active ingredient) per acre per year.

#### ANT MANAGEMENT PROGRAMS

Use MERIT 75 WSP Insecticide to control aphids, scale insects, mealybugs and other listed sucking pests on ornamentals to limit the honeydew available as a food source for ant populations. MERIT 75 WSP Insecticide applications can be supplemented with residual sprays, bait placements or other ant control tactics to further reduce the pest population.

#### APPLICATION EQUIPMENT FOR FOLIAR APPLICATIONS

MERIT 75 WSP Insecticide mixes readily with water and may be used in many types of application equipment. Mix product with the required amount of water and apply as desired dependent upon the selected use pattern.

When making foliar applications on hard to wet foliage such as holly, pine, or ivy, the addition of a spreader/sticker is recommended. If concentrate or mist type spray equipment is used, apply an equivalent amount of product on the area sprayed, as would be used in a dilute application.

**MIXING:** Within each container are clear inner packets containing MERIT 75 WSP Insecticide. The clear inner packet is water-soluble. Do not allow packets to become wet prior to adding to the spray tank. Do not handle the clear inner packets with wet hands or wet gloves. Rough handling may cause breakage. Reseal container to protect remaining packets.

To prepare the spray mixture, drop the required number of unopened clear water-soluble packets, as determined in the application rate chart, into the spray tank while filling with water to the desired level. Operate the agitator while mixing. Depending on the water temperature and the degree of agitation, the packets should be completely dissolved within a few minutes from the time they are added to the water. Cooler water temperatures increase the time needed for the inner packet to dissolve completely.

**RESTRICTION:** Do not use MERIT 75 WSP Insecticide packets in a tank-mix with products that contain Boron or release free chlorine. The resultant reaction of PVA and boron or free chlorine is a plastic, which is not soluble in water or solvents such as diesel oils, kerosene, gasoline, or alcohol. Do not attempt to use the WSP packets directly in diesel oils or summer spray type oils as in ULV or LV uses. PVA packets are water-soluble not oil soluble. Use of chlorinated water is acceptable.

MERIT 75 WSP Insecticide has been found to be compatible with commonly used fungicides, miticides, liquid fertilizers, and other commonly used insecticides. Check physical compatibility using the correct proportion of products in a small jar test if local experience is unavailable.

**RESTRICTION:** Do not apply through any irrigation system.

#### DIRECTIONS FOR USE ON TURFGRASSES IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL AREAS

SITE	PEST		APPLICATION RATE
Turfgrasses (Residential home lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, athletic fields)	<b>Larvae of:</b>	Cutworm (suppression)	1.6 oz (1 Packet) per 8,250 to 11,000 sq ft
	Annual bluegrass weevil	Northern masked chafer	
	Asiatic garden beetle	Oriental beetle	
	Billbug	<i>Phyllophaga</i> spp.	
	Black turfgrass ataenius	Southern masked chafer	
		Japanese beetle	
	For optimum control of grubs, billbugs, annual bluegrass weevil, and European crane fly larvae, make application prior to egg hatch of the target pest. Be sure to read "Application Equipment for Use on Turfgrass" Section of this label.		
	Chinchbug (suppression)	Mole cricket	1.6 oz (1 packet) per 8,250 sq ft
	For suppression of chinchbugs, make application prior to hatching of the first instar nymphs.		
	For control of mole crickets, make application prior to or during the peak egg hatch period. If application is not made prior to egg hatch or when adults or large nymphs are present and actively tunneling, apply Merit 75 WSP Insecticide in combination with a remedial insecticide to minimize damage to turf.		
	Follow label instructions for other insecticides when tank mixing.		

Consult your local State Agricultural Experiment Station or State Extension Turf Specialists for more specific information regarding timing of application.

For optimum control, if rainfall does not occur within 24 hours after application, irrigate to move the active ingredient through the thatch.

(continued)

## DIRECTIONS FOR USE ON TURFGRASSES IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL AREAS (cont.)

### RESTRICTIONS:

- Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.
- Do not mow turf or lawn area until after sufficient irrigation or rainfall has occurred so that uniformity of application will not be affected.
- Do not allow this product to contact plants in bloom while bees are foraging the treatment area.
- Do not graze treated areas or use clippings from treated areas for feed or forage.
- Do not allow runoff or puddling of irrigation water following application.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.

## DIRECTIONS FOR USE ON SOD FARMS

CROP	PEST		APPLICATION RATE
TURFGRASSES (Sod Farms)	<b>LARVAE OF:</b> Annual bluegrass weevil Asiatic garden beetle Billbug Black turfgrass ataenius	<div>                     Cutworm (suppression)                      European chafer                      European Crane Fly                      Green June beetle                      Japanese beetle                 </div> <div>                     Northern masked chafer                      Oriental beetle  <i>Phyllophaga</i> spp.                      Southern masked chafer                 </div>	1.6 oz (1 Packet) per 8,250 to 11,000 sq ft
	For optimum control of grubs, billbugs, annual bluegrass weevil, and European crane fly larvae, make application prior to egg hatch of the target pest. Be sure to read "Application Equipment for Use on Turfgrass" Section of this label.		
	Chinchbug (suppression)	Mole cricket	1.6 oz (1 packet) per 8,250 sq ft
	For suppression of chinchbugs, make application prior to hatching of the first instar nymphs. For control of mole crickets, make application prior to or during the peak egg hatch period. If application is not made prior to egg hatch or when adults or large nymphs are present and actively tunneling, apply Merit 75 WSP Insecticide in combination with a remedial insecticide to minimize damage to turf. Follow label instructions for other insecticides when tank mixing.		

Consult your local State Agricultural Experiment Station or State Extension Turf Specialists for more specific information regarding timing of application. For optimum control, if rainfall does not occur within 24 hours after application, irrigate to move the active ingredient through the thatch.

### RESTRICTIONS:

- Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.
- Do not allow this product to contact plants in bloom while bees are foraging the treatment area.
- Do not use for seed production.
- Do not allow runoff or puddling of irrigation water following application.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.

## DIRECTIONS FOR APPLICATION TO OUTDOOR ORNAMENTALS IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL LANDSCAPE AREAS

SITE	PEST		APPLICATION RATE
Trees Shrubs Evergreens Flowers Foliage plants Groundcovers	<div>                     Adelgids (including hemlock woolly adelgid)                      Aphids                      Leaf-feeding beetles (Japanese beetle, emerald ash borer and vine weevil adults)                 </div> <div>                     Leaf-feeding bugs (including lace bugs, leaf bugs, and plant bugs)                      Leafhoppers, planthoppers, sharpshooters (including glassy-winged sharpshooter) and spittle bugs                 </div> <div>                     Mealybugs                      Psyllids                      Sawfly larvae                      Thrips (foliage only)                      Whiteflies                 </div>		1.6 oz (1 packet) per 300 gallons of water
	<b>Foliar Applications:</b> Start treatments prior to establishment of high pest populations and reapply on an as needed basis.		
	White grub larvae (such as Japanese beetle larvae, Chafers, <i>Phyllophaga</i> spp. Asiatic garden beetle, Oriental beetle)		1.6 oz (1 packet) per 8,250 to 11,000 sq ft
	<b>Broadcast Applications:</b> Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. Do not use less than 2 gallons of water per 1,000 sq ft. For optimum control, irrigate thoroughly to incorporate Merit 75 WSP Insecticide into the upper soil profile.		

### RESTRICTIONS:

- **Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators**
- Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply this product, by any application method, to linden, basswood, or other *Tilia* species.

DIRECTIONS FOR APPLICATION TO PLANTS GROWN INDOORS				
SITE	PEST			APPLICATION RATE
Interior plantscapes	Adelgids (including hemlock woolly adelgid)	Leaf-feeding bugs (including lace bugs, leaf bugs, and plant bugs)	Mealybugs	1.6 oz (1 packet) per 300 gallons of water
	Aphids		Psyllids	
	Leaf-feeding beetles (Japanese beetle, emerald ash borer and vine weevil adults)	Leafhoppers, planthoppers, sharpshooters (including glassy-winged sharpshooter) and spittle bugs	Sawfly larvae	
			Thrips (foliage only)	
<b>Foliar Applications:</b> Start treatments prior to establishment of high pest populations and reapply on an as needed basis.				
White grub larvae (such as Japanese beetle larvae, Chafers, <i>Phyllophaga</i> spp. Asiatic garden beetle, Oriental beetle)				1.6 oz (1 packet) per 8,250 to 11,000 sq ft
<b>Broadcast Applications:</b> Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. Do not use less than 2 gallons of water per 1,000 sq ft. For optimum control, irrigate thoroughly to incorporate Merit 75 WSP Insecticide into the upper soil profile				
<b>RESTRICTIONS:</b>				
• Not for use in commercial greenhouse				

DIRECTIONS FOR APPLICATION TO TREES AND SHRUBS BY SOIL DRENCH AND SOIL INJECTION				
For use in and around the perimeter of industrial and commercial buildings, in residential and recreational areas, and in municipal, city, state, national, and private wooded and forested areas.				
Trees and Shrubs	1.6 oz (1 packet) MERIT 75 WSP Insecticide per 24 to 48 inches of cumulative trunk diameter or 24 to 48 feet of cumulative shrub height			
Adelgids (including hemlock woolly adelgid)	Leaf-feeding bugs (including lace bugs, leaf bugs, and plant bugs)	Leafminers	Royal palm bug	
Aphids		Mealybugs	Sawfly larvae	
Leaf-feeding beetles (including Japanese beetle and vine weevil adults)	Leafhoppers, planthoppers, sharpshooters (including glassy-winged sharpshooter) and spittle bugs	Pine tip moth larvae	Soft scales	
		Psyllids	Whiteflies	
Trees and Shrubs	1.6 oz (1 packet) MERIT 75 WSP Insecticide per 24 inches of cumulative trunk diameter or 24 feet of cumulative shrub height			
Armored scales (including: camellia, false oleander, Florida red, oystershell, tea, and white peach scales)	Roundheaded borers (including Asian longhorned beetle)			
Flatheaded borers (including emerald ash borer)	Thrips (foliage only)			
	White grub, billbug, and root weevil larvae			
Example equation: [x (total DBH inches of a tree)/ y (cumulative trunk diameter rate to be applied)] * 1.6 oz (1 packet) = total oz of product per tree.				
<b>Examples of single tree calculations:</b>				
To calculate the rate range with a 12 inch DBH tree:				
(12/48) * 1.6 oz (1 packet) = 0.4 oz per tree				
(12/24) * 1.6 oz (1 packet) = 0.8 oz per tree				
If treating multiple trees at a similar rate, add the DBH of the trees together and divide by rate to be applied.				
Example of multiple trees using similar rate of 48 (y): 3 trees with DBH of 8, 10, & 9 inches. Total cumulative inches of DBH is 27 (x).				
(27/48) * 1.6 oz (1 packet) = 0.9 oz total for all three trees.				
<b>Soil Injection:</b> GRID SYSTEM: Space holes on 2.5 foot centers, in a grid pattern, extending to the drip line of the tree. CIRCLE SYSTEM: Apply in holes evenly spaced in circles, (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. BASAL SYSTEM: Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base.				
Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. For optimum control, keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per tree or shrub.				
<b>Soil Drench:</b> Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.				
<b>For Control of Specified Borers:</b> Application to trees already heavily infested may not prevent the eventual loss of the trees due to existing pest damage and tree stress.				
<b>RESTRICTIONS:</b>				
• No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.				
• Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.				
• Keep children and pets off treated area until dry.				
• Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.				
• Do not apply this product, by any application method, to linden, basswood, or other Tilia species.				

TREES: DIRECTIONS FOR SOIL APPLICATIONS FOR TREES WITH A 15 INCH OF TRUNK DIAMETER AT BREAST HEIGHT (D.B.H.) OR GREATER TO TREAT THE PESTS LISTED BELOW				
Use the following rates as a function of tree DBH. Apply 1.6 oz (1 packet) of Merit 75 WSP Insecticide per 12 to 48 inches of cumulative trunk diameter for tree(s) intended to be treated. You may use the higher rate of 1.6 oz (1 packet) of Merit 75 WSP Insecticide per cumulative trunk diameter (12 inches to less than 24 inches) only to control the pests listed below.				
<b>RESTRICTION:</b> Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year				
DBH = is measured 4.5 feet from the ground				
Emerald Ash Borer	Bronze birch borer	Asian Longhorned Beetle	Eucalyptus Longhorned Borer	Alder Borer
<b>Example equation:</b> [x (total DBH inches of a tree)/ y (cumulative trunk diameter rate to be applied)] * 1.6 oz (1 packet) = total oz of product per tree.				
<b>Calculation examples for a single tree with a DBH greater than 15 inches:</b>				

(continued)

## TREES: DIRECTIONS FOR SOIL APPLICATIONS FOR TREES WITH A 15 INCH OF TRUNK DIAMETER AT BREAST HEIGHT (D.B.H.) OR GREATER TO TREAT THE PESTS LISTED BELOW (cont.)

To calculate the higher rate range with a 30 inch DBH tree:

$(30/12) * 1.6 \text{ oz (1 packet)} = 4 \text{ oz per tree}$

To calculate the lower rate range with a 30 inch DBH tree:

$(30/48) * 1.6 \text{ oz (1 packet)} = 1 \text{ oz per tree}$

**Calculation examples for multiple trees with a DBH greater than 15 inches:**

To calculate the higher rate range for multiple trees, add the DBH of the trees together and divide by rate to be applied.

Example of multiple trees using similar rate of 12 (y): 3 trees with DBH of 15, 20, & 25 inches. Total cumulative inches of DBH is 60 (x).

$(60/12) * 1.6 \text{ oz (1 packet)} = 8 \text{ oz for all three trees.}$

To calculate the lower rate range for multiple trees, add the DBH of the trees together and divide by rate to be applied.

Example of multiple trees using similar rate of 48 (y): 3 trees with DBH of 15, 20, & 25 inches. Total cumulative inches of DBH is 60 (x).

$(60/48) * 1.6 \text{ oz (1 packet)} = 2 \text{ oz for all three trees.}$

**Soil Injection:** GRID SYSTEM: Space holes on 2.5 foot centers, in a grid pattern, extending to the drip line of the tree. CIRCLE SYSTEM: Apply in holes evenly spaced in circles, (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. BASAL SYSTEM: Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base.

Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. For optimum control, keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per tree or shrub.

**Soil Drench:** Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.

**For Control of Specified Borers:** Application to trees already heavily infested may not prevent the eventual loss of the trees due to existing pest damage and tree stress.

### RESTRICTIONS:

- No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.
- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.
- Do not apply this product, by any application method, to linden, basswood, or other Tilia species.

## DIRECTIONS FOR GROUND TREATMENT PREPLANTING

### GROUND TREATMENT PREPLANTING

1.6 oz (1 packet) MERIT 75 WSP Insecticide per 8,250 to 11,000 sq ft

Apply as a broadcast treatment and incorporate into the soil before planting.

### RESTRICTION:

- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

#### CAUTION

Harmful if swallowed, inhaled, or absorbed through skin. Causes eye irritation. Avoid contact with skin, eyes, or clothing. Avoid breathing dust or vapor. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Keep children or pets off treated area until spray is dry.

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

**WPS USES:** Applicators and Other Handlers who handle this product for any use covered by the Worker Protection Standard (40 CFR Part 170) — in general, agricultural plant uses e.g., use in and farms, must wear:

- Long-sleeved shirt and long pants
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.
- Shoes plus socks

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

**NON-WPS USES:** Applicators and other handlers who handle this product for any use NOT covered by the Worker Protection Standard (40 CFR Part 170) — in general, only agricultural plant uses are covered by the WPS, must wear:

- Shirt and pants
- Gloves
- Shoes plus socks

#### Engineering controls statements:

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

## USER SAFETY RECOMMENDATIONS

#### User 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.

(Attach Leaflet Here)

## ENVIRONMENTAL HAZARDS

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

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops/plants or weeds. Do not apply this product or allow it to drift to blooming crops/plants or weeds if bees are foraging the treatment area. This chemical demonstrates the properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

## STORAGE AND DISPOSAL

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

**Pesticide Storage:** Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area. Handle and open container in a manner as to prevent spillage. If the container is leaking, invert to prevent leakage. If container is leaking or material spilled for any reason or cause, carefully dam up spilled material to prevent runoff. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Absorb spilled material with absorbing type compounds and dispose of as directed for pesticides below. In spill or leak incidents, keep unauthorized people away. You may contact the Bayer Environmental Science Emergency Response Team for decontamination procedures or any other assistance that may be necessary. The Bayer Environmental Science Emergency Response Telephone No. is 1-800-334-7577 or contact Chemtrec at 1-800-424-9300.

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

**Container Handling:** Nonrefillable container. Do not reuse or refill this container. Completely empty container into application equipment. Offer for recycling, if available or dispose of empty container in a sanitary landfill, by incineration or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Produced for:  
Bayer Environmental Science  
A Division of Bayer CropScience LP  
5000 CentreGreen Way, Suite 400  
Cary, NC 27513  
Product of China

Bayer



# DIRECTIONS FOR FOLIAR APPLICATION TO POME FRUITS, PECANS, AND GRAPES GROWN IN RESIDENTIAL AREAS

SITE		PEST		APPLICATION RATE	
Pome Fruits	Apple	Aphids (except Woolly apple aphid) Leafhoppers (including glassy-winged sharpshooter) Leafminer	Mealybugs* San Jose Scale*	1.6 oz (1 packet) per 300 gal- lons of water	2.1 oz per acre <sup>1</sup>
	Pear				
	Crabapple				
	Pear (oriental)				
	Loquat				
	Quince				
	Mayhaw				

Apply specified dosage as foliar spray as needed after petal-fall is complete.  
For control of rosy apple aphid, apply prior to leafrolling caused by the pest.  
For first generation leafminer control, make first application as soon as petal-fall is complete. Greatest leafminer control will result from the earliest possible application. For second and succeeding generations of leafminer, optimal control is obtained from applications made early in the adult flight against egg and early instar larvae. A second application may be required 10 days later if severe pressure continues or if generations are overlapping. A single application may result in suppression only. MERIT 75 WSP Insecticide will not control late stage larvae.  
For San Jose Scale, time applications to the crawler stage. Treat each generation.  
For late season (preharvest) control of leafhopper species, apply MERIT 75 WSP Insecticide while most leafhoppers are in the nymphal stage.

**RESTRICTIONS:**

- Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators.
- For optimal control of mealybug, ensure good spray coverage of the trunk and scaffolding limbs or other resting sites of the mealybug.
- Do not apply more than 2.1 oz per acre in a single application.
- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.
- Allow 10 or more days between applications.
- Allow at least 7 days between last application and harvest.
- \*Not for use in California for control on pears.
- Keep children and pets off treated area until dry.

Pecans*	Yellow pecan aphid	Pecan leaf phylloxera Pecan spittebug	Pecan stem phylloxera	1.6 oz (1 packet) per 300 gal of water	2.1 oz per acre <sup>1</sup>
	Black margined aphid				

Make foliar applications as pests begin to build before populations become extreme. Two applications at a 10 to 14 day interval may be required to achieve control. Scout and retreat if needed.  
Thorough uniform coverage of foliage is necessary for optimal control. Addition of an organosilicone-based spray adjuvant at a rate not to exceed the adjuvant manufacturer's use rate may improve coverage.

**RESTRICTIONS:**

- Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators.
- Do not apply more than a total of 6.3 oz of MERIT 75 WSP Insecticide per acre per year.
- Do not make more than 3 applications.
- Allow 10 or more days between applications.
- Allow at least 7 days between last application and harvest.
- Keep children and pets off treated area until dry.

<sup>1</sup> The amount of MERIT 75 WSP Insecticide required per acre will depend on tree size and volume of foliage present. The rate per acre is based on a standard of 400 gallons of dilute spray solution per acre for large trees.

\*Use on pecans not permitted in California unless directed by state-specific 24(c) supplemental labeling.

SITE		PEST		APPLICATION RATE	
Grapes	Leafhoppers (including glassy-winged sharpshooter)	Mealybugs	1.6 oz (1 packet) per 300 gal of water	1.0 oz per acre	

Apply specified dosage as a foliar spray using 200 gallons of water per acre.

**RESTRICTIONS:**

- Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators.
- Do not apply more than a total of 2.0 oz of MERIT 75 WSP Insecticide per acre per year.
- Allow at least 14 days between applications.
- Applications may be applied up to and including day of harvest.
- Keep children and pets off treated area until dry.

## STORAGE AND DISPOSAL

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

**Pesticide Storage:** Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area. Handle and open container in a manner as to prevent spillage. If the container is leaking, invert to prevent leakage. If container is leaking or material spilled for any reason or cause, carefully dam up spilled material to prevent runoff. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Absorb spilled material with absorbing type compounds and dispose of as directed for pesticides below. In spill or leak incidents, keep unauthorized people away. You may contact the Bayer Environmental Science Emergency Response Team for decontamination procedures or any other assistance that may be necessary. The Bayer Environmental Science Emergency Response Telephone No. is 1-800-334-7577 or contact Chemtrec at 1-800-424-9300.

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

**Container Handling: Nonrefillable container.** Do not reuse or refill this container. Completely empty container into application equipment. Offer for recycling, if available or dispose of empty container in a sanitary landfill, by incineration or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

**[Container Disposal Statement For Merit Mega Mini Drum]: Nonrefillable container.** Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying.

Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

Offer for recycling, if available or dispose of empty container in a sanitary landfill, by incineration or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

## 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. Ineffectiveness, plant injury or other property damage, or other unintended consequences may result because of factors beyond the control of Bayer CropScience LP such as weather conditions, presence of other materials or the manner of use or application. All such risks shall be assumed by the user or buyer.

**DISCLAIMER OF WARRANTIES:** TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Bayer CropScience is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP DISCLAIMS ANY liability whatsoever for special, incidental or consequential damages, resulting from the use or handling of this product.

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

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Produced for:  
Bayer Environmental Science  
A Division of Bayer CropScience LP  
5000 CentreGreen Way, Suite 400  
Cary, NC 27513

Bayer



# Merit<sup>®</sup>

## 75 WSP

3/8"

## INSECTICIDE

For foliar and systemic insect control of listed pests in turfgrass (including sod farms), landscape ornamentals, fruit and nut trees, and interior plantscapes

### ACTIVE INGREDIENT:

Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-

*N*-nitro-2-imidazolidinimine ..... 75%

OTHER INGREDIENTS: ..... 25%

TOTAL: ..... 100%

Keep water soluble packets in this container and store in a cool dry place but not below freezing (32°F).

Do Not Remove Packets From Container Except For Immediate Use.

EPA Reg. No. 432-1318

EPA Est. No. 33967-NUP-1

**STOP - READ THE LABEL BEFORE USE**  
**KEEP OUT OF REACH OF CHILDREN**

### CAUTION

PARA EL USUARIO: Si usted no lee o entiende inglés, no use este producto hasta que lo hayan explicado completamente las instrucciones que figuran en la etiqueta.

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

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

For **MEDICAL** and **TRANSPORTATION** Emergencies **ONLY** Call 24 Hours A Day  
1-800-334-7577

For **PRODUCT USE** Information Call 1-800-331-2867

### FIRST AID

If swallowed	<ul style="list-style-type: none"> <li>• Call a poison control center or doctor immediately for treatment advice.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
If on skin or clothing	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15 - 20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
If in eyes	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15 - 20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>

In case of emergency call toll free the Bayer Environmental Science Emergency Response Telephone No. 1-800-334-7577. Have a product container or label with you when calling a poison control center or doctor, or going for treatment.

**NOTE TO PHYSICIAN:** No specific antidote is available. Treat the patient symptomatically.

Net Contents

**6.4 Oz**

(4 x 1.6 Oz packets)

00452010

03644433H 161025AV2

11.75"



# Merit<sup>®</sup> 75 WSP

GROUP 4A INSECTICIDE

**INSECTICIDE**

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

03408330i 161025AV2

For foliar and systemic insect control of listed pests in turfgrass (including sod farms), landscape ornamentals, fruit and nut trees, and interior plantscapes.

**ACTIVE INGREDIENT:**

Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine.....75%

**OTHER INGREDIENTS:** .....25%

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

Keep water soluble packets in this container and store in a cool dry place but not below freezing (32° F).

Do Not Remove Packets From Container Except For Immediate Use.

EPA Reg. No. 432-1318

**STOP - READ THE LABEL BEFORE USE  
KEEP OUT OF REACH OF CHILDREN  
CAUTION**

PARA EL USUARIO: Si usted no lee o entiende inglés, no use este producto hasta que le hayan explicado completamente las instrucciones que figuran en la etiqueta.

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

For **MEDICAL** and **TRANSPORTATION** Emergencies **ONLY** Call 24 Hours A Day 1-800-334-7577

For **PRODUCT USE** Information Call 1-800-331-2867

**FIRST AID**

<b>If swallowed:</b>	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
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In case of emergency call toll free the Bayer Environmental Science Emergency Response Telephone No. 1-800-334-7577. Have a product container or label with you when calling a poison control center or doctor, or going for treatment.

**NOTE TO PHYSICIAN:** No specific antidote is available. Treat the patient symptomatically.

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

#### CAUTION

Harmful if swallowed, inhaled, or absorbed through skin. Causes eye irritation. Avoid contact with skin, eyes, or clothing. Avoid breathing dust or vapor. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Keep children or pets off treated area until spray is dry.

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

**WPS USES:** Applicators and Other Handlers who handle this product for any use covered by the Worker Protection Standard (40 CFR Part 170) - in general, agricultural plant uses e.g., use in sod farms, must wear:

- Long-sleeved shirt and long pants
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.
- Shoes plus socks

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

**Non-WPS USES:** Applicators and other handlers who handle this product for any use NOT covered by the Worker Protection Standard (40 CFR part 170) - in general, only agricultural plant uses are covered by the WPS, must wear:

- Shirt and pants
- Gloves
- Shoes plus socks

#### Engineering controls statements:

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

## USER SAFETY RECOMMENDATIONS

#### User 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 highly toxic to aquatic invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops/plants or weeds. Do not apply this product or allow it to drift to blooming crops/plants or weeds if bees are foraging the treatment area. This chemical demonstrates the properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

## PROTECTION OF POLLINATORS

APPLICATION RESTRICTIONS EXIST FOR THIS PRODUCT BECAUSE OF RISK TO BEES AND OTHER INSECT POLLINATORS. FOLLOW APPLICATION RESTRICTIONS FOUND IN THE DIRECTIONS FOR USE TO PROTECT POLLINATORS.



Look for the bee hazard icon



in the Directions for Use for each application site for specific use restrictions and instructions to protect bees and other insect pollinators.

#### This product can kill bees and other insect pollinators.

Bees and other insect pollinators will forage on plants when they flower, shed pollen, or produce nectar.

Bees and other insect pollinators can be exposed to this pesticide from:

- Direct contact during foliar applications, or contact with residues on plant surfaces after foliar applications
- Ingestion of residues in nectar and pollen when the pesticide is applied as a seed treatment, soil, tree injection, as well as foliar applications.

When Using This Product Take Steps To:

- Minimize exposure of this product to bees and other insect pollinators when they are foraging on pollinator attractive plants around the application site.
- Minimize drift of this product on to beehives or to off-site pollinator attractive habitat. Drift of this product onto beehives or off-site to pollinator attractive habitat can result in bee kills.

Information on protecting bees and other insect pollinators may be found at the Pesticide Environmental Stewardship website at:

<http://pesticidestewardship.org/PollinatorProtection/Pages/default.aspx>.

Pesticide incidents (for example, bee kills) should immediately be reported to the state/tribal lead agency. For contact information for your state, go to:

[www.aapco.org/officials.html](http://www.aapco.org/officials.html). Pesticide incidents should also be reported to the National Pesticide Information Center at: [www.npic.orst.edu](http://www.npic.orst.edu) or directly to EPA at: [beekill@epa.gov](mailto:beekill@epa.gov)

## DIRECTIONS FOR USE

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

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

SEE INDIVIDUAL SITES FOR SPECIFIC POLLINATOR PROTECTION APPLICATION RESTRICTIONS. IF NONE EXIST UNDER THE SPECIFIC SITE, FOR OUTDOOR FOLIAR APPLICATIONS, FOLLOW THESE APPLICATION DIRECTIONS.



**Do not apply Merit® 75 WSP Insecticide while bees are foraging. Do not apply Merit 75 WSP Insecticide to plants that are flowering. Only apply after all flower petals have fallen off.**

Use Merit 75 WSP Insecticide as directed for sod farm production and on turfgrass and ornamentals on: residential home lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, and athletic fields. Merit 75 WSP Insecticide can be used by soil application as directed on trees, shrubs, flowers and groundcovers in sites: in and around the perimeter of industrial and commercial buildings; residential areas; interior landscapes; municipal, city, state and national forested areas, and private wooded areas. **RESTRICTION:** Not for use in commercial greenhouses, nurseries, or on grasses grown for seed, or on commercial fruit and nut trees.

#### RESISTANCE MANAGEMENT RECOMMENDATIONS

Some insects are known to develop resistance to insecticides after repeated use. As with any insecticide, the use of this product should conform to resistance management strategies established for the use area.

MERIT 75 WSP Insecticide contains a Group 4A insecticide. Insect biotypes with acquired or inherent resistance to Group 4A insecticides may eventually dominate the insect population if Group 4A insecticides are used repeatedly as the predominant method of control for targeted species.

#### AGRICULTURAL USE REQUIREMENTS

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

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

**Exception:** If the product is applied by drenching, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

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

- Coveralls
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton.
- Shoes plus socks

#### NON-AGRICULTURAL USE REQUIREMENTS

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

Keep children and pets off treated area until dry.

#### APPLICATION TO TURFGRASS

Use MERIT 75 WSP Insecticide for the control of soil inhabiting pests of turfgrass, Northern & Southern masked chafers, *Cyclocephala borealis*, *C. immaculata*, and/or *C. lurida*; Asiatic garden beetle, *Maladera castanea*; European chafer, *Rhizotrogus majalis*; Green June beetle, *Cotinis nitida*; May or June beetle, *Phyllophaga* spp.; Japanese beetle, *Popillia japonica*; Oriental beetle, *Anomala orientalis*; Billbugs, *Sphenophorus* spp.; Annual bluegrass weevil, *Hyperodes* spp.; Black turfgrass ataenius, *Ataenius spretulus* and *Aphodius* spp.; European Crane Fly Tipula, *paludosa*; and mole crickets, *Scapteriscus* spp. MERIT 75 WSP Insecticide can also be used for the suppression of cutworms and chinchbugs.

The active ingredient in MERIT 75 WSP Insecticide has sufficient residual activity so that applications can be made preceding the egg laying activity of the target pests. High levels of control are achieved when applications are made preceding or during the egg laying period. The need for an application can be based on historical monitoring of the site, previous records or experiences, current season adult trapping or other methods. Optimum control will be achieved when applications are made prior to egg hatch of the target pests, followed by sufficient irrigation or rainfall to move the active ingredient through the thatch.

Do not apply when turfgrass areas are waterlogged or the soil is saturated with water. Adequate distribution of the active ingredient cannot be achieved when these conditions exist. The treated turf area must be in such a condition that the rainfall or irrigation will penetrate vertically in the soil profile.

**RESTRICTION:** Do not apply more than a total of 8.53 oz (0.4 lb of active ingredient) per acre per year.

#### APPLICATION EQUIPMENT FOR USE ON TURFGRASS

Apply MERIT 75 WSP Insecticide in sufficient water to provide adequate distribution in the treated area. The use of accurately calibrated equipment normally used for the application of turfgrass insecticides is required. Use equipment, which will produce a uniform, coarse droplet spray, using a low-pressure setting to eliminate off target drift. Check calibration periodically to ensure that equipment is working properly.

#### APPLICATION TO ORNAMENTALS

MERIT 75 WSP Insecticide is for use on ornamentals in commercial and residential landscapes and interior landscapes. MERIT 75 WSP Insecticide is a systemic product and will be translocated upward into the plant system from root uptake. To assure optimum effectiveness, the product must be placed where the growing portion of the target plant can absorb the active ingredient. The addition of a nitrogen containing fertilizer, where applicable, into the solution may enhance the uptake of the active ingredient. Application can be made by foliar application or soil applications; including soil injection, drenches, and broadcast sprays. Foliar applications offer locally systemic activity against insect pests.

When making soil applications to plants with woody stems, systemic activity will be delayed until the active ingredient is translocated throughout the plant. In some cases, this translocation delay could take 60 days or longer. For this reason, make application prior to anticipated pest infestation to achieve optimum levels of control.

**RESTRICTION:** Outdoor applications cannot exceed a total of 8.53 oz (0.4 lb of active ingredient) per acre per year.

#### ANT MANAGEMENT PROGRAMS

Use MERIT 75 WSP Insecticide to control aphids, scale insects, mealybugs and other listed sucking pests on ornamentals to limit the honeydew available as a food source for ant populations. MERIT 75 WSP Insecticide applications can be supplemented with residual sprays, bait placements or other ant control tactics to further reduce the pest population.

#### APPLICATION EQUIPMENT FOR FOLIAR APPLICATIONS

MERIT 75 WSP Insecticide mixes readily with water and may be used in many types of application equipment. Mix product with the required amount of water and apply as desired dependent upon the selected use pattern.

When making foliar applications on hard to wet foliage such as holly, pine, or ivy, the addition of a spreader/sticker is recommended. If concentrate or mist type spray equipment is used, apply an equivalent amount of product on the area sprayed, as would be used in a dilute application.

**MIXING:** Within each container are clear inner packets containing MERIT 75 WSP Insecticide. The clear inner packet is water-soluble. Do not allow packets to become wet prior to adding to the spray tank. Do not handle the clear inner packets with wet hands or wet gloves. Rough handling may cause breakage. Reseal container to protect remaining packets.

To prepare the spray mixture, drop the required number of unopened clear water-soluble packets, as determined in the application rate chart, into the spray tank while filling with water to the desired level. Operate the agitator while mixing. Depending on the water temperature and the degree of agitation, the packets should be completely dissolved within a few minutes from the time they are added to the water. Cooler water temperatures increase the time needed for the inner packet to dissolve completely.

**RESTRICTION:** Do not use MERIT 75 WSP Insecticide packets in a tank-mix with products that contain Boron or release free chlorine. The resultant reaction of PVA and boron or free chlorine is a plastic, which is not soluble in water or solvents such as diesel oils, kerosene, gasoline, or alcohol. Do not attempt to use the WSP packets directly in diesel oils or summer spray type oils as in ULV or LV uses. PVA packets are water-soluble not oil soluble. Use of chlorinated water is acceptable.

MERIT 75 WSP Insecticide has been found to be compatible with commonly used fungicides, miticides, liquid fertilizers, and other commonly used insecticides. Check physical compatibility using the correct proportion of products in a small jar test if local experience is unavailable.

**RESTRICTION:** Do not apply through any irrigation system.

#### DIRECTIONS FOR USE ON TURFGRASSES IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL AREAS

SITE	PEST			APPLICATION RATE
Turfgrasses (Residential home lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, athletic fields)	<b>Larvae of:</b>	Cutworm (suppression)	Northern masked chafer	1.6 oz (1 Packet) per 8,250 to 11,000 sq ft
	Annual bluegrass weevil	European chafer	Oriental beetle	
	Asiatic garden beetle	European Crane Fly	<i>Phyllophaga</i> spp.	
	Billbug	Green June beetle	Southern masked chafer	
	Black turfgrass ataenius	Japanese beetle		
	For optimum control of grubs, billbugs, annual bluegrass weevil, and European crane fly larvae, make application prior to egg hatch of the target pest. Be sure to read "Application Equipment for Use on Turfgrass" Section of this label.			
	Chinchbug (suppression)	Mole cricket		1.6 oz (1 packet) per 8,250 sq ft
	For suppression of chinchbugs, make application prior to hatching of the first instar nymphs. For control of mole crickets, make application prior to or during the peak egg hatch period. If application is not made prior to egg hatch or when adults or large nymphs are present and actively tunneling, apply Merit 75 WSP Insecticide in combination with a remedial insecticide to minimize damage to turf. Follow label instructions for other insecticides when tank mixing.			

Consult your local State Agricultural Experiment Station or State Extension Turf Specialists for more specific information regarding timing of application. For optimum control, if rainfall does not occur within 24 hours after application, irrigate to move the active ingredient through the thatch.

(continued)

**DIRECTIONS FOR USE ON TURFGRASSES IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL AREAS (cont.)****RESTRICTIONS:**

- Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.
- Do not mow turf or lawn area until after sufficient irrigation or rainfall has occurred so that uniformity of application will not be affected.
- Do not allow this product to contact plants in bloom while bees are foraging the treatment area.
- Do not graze treated areas or use clippings from treated areas for feed or forage.
- Do not allow runoff or puddling of irrigation water following application.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.

**DIRECTIONS FOR USE ON SOD FARMS**

CROP	PEST			APPLICATION RATE
TURFGRASSES (Sod Farms)	LARVAE OF:	Cutworm (suppression)	Northern masked chafer	1.6 oz (1 Packet) per 8,250 to 11,000 sq ft
	Annual bluegrass weevil	European chafer	Oriental beetle	
	Asiatic garden beetle	European Crane Fly	<i>Phyllophaga</i> spp.	
	Billbug	Green June beetle	Southern masked chafer	
	Black turfgrass ateniuss	Japanese beetle		
For optimum control of grubs, billbugs, annual bluegrass weevil, and European crane fly larvae. make application prior to egg hatch of the target pest. Be sure to read "Application Equipment for Use on Turfgrass" Section of this label.				
Chinchbug (suppression)		Mole cricket		1.6 oz (1 packet) per 8,250 sq ft
For suppression of chinchbugs, make application prior to hatching of the first instar nymphs. For control of mole crickets, make application prior to or during the peak egg hatch period. If application is not made prior to egg hatch or when adults or large nymphs are present and actively tunneling, apply Merit 75 WSP Insecticide in combination with a remedial insecticide to minimize damage to turf. Follow label instructions for other insecticides when tank mixing.				

Consult your local State Agricultural Experiment Station or State Extension Turf Specialists for more specific information regarding timing of application. For optimum control, if rainfall does not occur within 24 hours after application, irrigate to move the active ingredient through the thatch.

**RESTRICTIONS:**

- Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.
- Do not allow this product to contact plants in bloom while bees are foraging the treatment area.
- Do not use for seed production.
- Do not allow runoff or puddling of irrigation water following application.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.

**DIRECTIONS FOR APPLICATION TO OUTDOOR ORNAMENTALS IN RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL LANDSCAPE AREAS**

SITE	PEST			APPLICATION RATE
Trees Shrubs Evergreens Flowers Foliage plants Groundcovers	Adelgids (including hemlock woolly adelgid) Aphids Leaf-feeding beetles (Japanese beetle, emerald ash borer and vine weevil adults)	Leaf-feeding bugs (including lace bugs, leaf bugs, and plant bugs) Leafhoppers, planthoppers, sharpshooters (including glassy-winged sharpshooter) and spittle bugs	Mealybugs Psyllids Sawfly larvae Thrips (foliage only) Whiteflies	1.6 oz (1 packet) per 300 gallons of water
<b>Foliar Applications:</b> Start treatments prior to establishment of high pest populations and reapply on an as needed basis.				
White grub larvae (such as Japanese beetle larvae, Chafers, <i>Phyllophaga</i> spp. Asiatic garden beetle, Oriental beetle)				1.6 oz (1 packet) per 8,250 to 11,000 sq ft
<b>Broadcast Applications:</b> Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. Do not use less than 2 gallons of water per 1,000 sq ft. For optimum control, irrigate thoroughly to incorporate Merit 75 WSP Insecticide into the upper soil profile.				

**RESTRICTIONS:**

- Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators
- Do not apply more than 8.53 oz (0.4 lb of active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply this product, by any application method, to linden, basswood, or other Tilia species.

## DIRECTIONS FOR APPLICATION TO PLANTS GROWN INDOORS

SITE	PEST			APPLICATION RATE
Interior plantscapes	Adelgids (including hemlock woolly adelgid)	Leaf-feeding bugs (including lace bugs, leaf bugs,	Mealybugs	1.6 oz (1 packet)
	Aphids	and plant bugs)	Psyllids	per
	Leaf-feeding beetles (Japanese beetle, emerald ash borer and vine weevil adults)	Leafhoppers, planthoppers, sharpshooters (including glassy-winged sharpshooter) and spittle bugs	Sawfly larvae Thrips (foliage only) Whiteflies	300 gallons of water
Foliar Applications: Start treatments prior to establishment of high pest populations and reapply on an as needed basis.				
White grub larvae (such as Japanese beetle larvae, Chafers, <i>Phyllophaga</i> spp. Asiatic garden beetle, Oriental beetle)			1.6 oz (1 packet) per 8,250 to 11,000 sq ft	
Broadcast Applications: Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. Do not use less than 2 gallons of water per 1,000 sq ft. For optimum control, irrigate thoroughly to incorporate Merit 75 WSP Insecticide into the upper soil profile				

### RESTRICTIONS:

- Not for use in commercial greenhouse

## DIRECTIONS FOR APPLICATION TO TREES AND SHRUBS BY SOIL DRENCH AND SOIL INJECTION

For use in and around the perimeter of industrial and commercial buildings, in residential and recreational areas, and in municipal, city, state, national, and private wooded and forested areas.

Trees and Shrubs	1.6 oz (1 packet) MERIT 75 WSP Insecticide per 24 to 48 inches of cumulative trunk diameter or 24 to 48 feet of cumulative shrub height			
Adelgids (including hemlock woolly adelgid) Aphids Leaf-feeding beetles (including Japanese beetle and vine weevil adults)	Leaf-feeding bugs (including lace bugs, leaf bugs, and plant bugs) Leafhoppers, planthoppers, sharpshooters (including glassy- winged sharpshooter) and spittle bugs	Leafminers Mealybugs Pine tip moth larvae Psyllids	Royal palm bug Sawfly larvae Soft scales Whiteflies	
Trees and Shrubs	1.6 oz (1 packet) MERIT 75 WSP Insecticide per 24 inches of cumulative trunk diameter or 24 feet of cumulative shrub height			
Armored scales (including: camellia, false oleander, Florida red, oystershell, tea, and white peach scales) Flatheaded borers (including emerald ash borer)	Roundheaded borers (including Asian longhorned beetle) Thrips (foliage only) White grub, billbug, and root weevil larvae			

Example equation:  $[x \text{ (total DBH inches of a tree)} / y \text{ (cumulative trunk diameter rate to be applied)}] \times 1.6 \text{ oz (1 packet)} = \text{total oz of product per tree.}$

### Examples of single tree calculations:

To calculate the rate range with a 12 inch DBH tree:

$$(12/48) \times 1.6 \text{ oz (1 packet)} = 0.4 \text{ oz per tree}$$

$$(12/24) \times 1.6 \text{ oz (1 packet)} = 0.8 \text{ oz per tree}$$

If treating multiple trees at a similar rate, add the DBH of the trees together and divide by rate to be applied.

Example of multiple trees using similar rate of 48 (y): 3 trees with DBH of 8, 10, & 9 inches. Total cumulative inches of DBH is 27 (x).

$$(27/48) \times 1.6 \text{ oz (1 packet)} = 0.9 \text{ oz total for all three trees.}$$

**Soil Injection:** GRID SYSTEM: Space holes on 2.5 foot centers, in a grid pattern, extending to the drip line of the tree. CIRCLE SYSTEM: Apply in holes evenly spaced in circles, (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. BASAL SYSTEM: Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base.

Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. For optimum control, keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per tree or shrub.

**Soil Drench:** Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.

**For Control of Specified Borers:** Application to trees already heavily infested may not prevent the eventual loss of the trees due to existing pest damage and tree stress.

### RESTRICTIONS:

- No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.
- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.
- Do not apply this product, by any application method, to linden, basswood, or other Tilia species.

## TREES: DIRECTIONS FOR SOIL APPLICATIONS FOR TREES WITH A 15 INCH OF TRUNK DIAMETER AT BREAST HEIGHT (D.B.H.) OR GREATER TO TREAT THE PESTS LISTED BELOW

Use the following rates as a function of tree DBH. Apply 1.6 oz (1 packet) of Merit 75 WSP Insecticide per 12 to 48 inches of cumulative trunk diameter for tree(s) intended to be treated. You may use the higher rate of 1.6 oz (1 packet) of Merit 75 WSP Insecticide per cumulative trunk diameter (12 inches to less than 24 inches) only to control the pests listed below.

**RESTRICTION:** Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year

DBH = is measured 4.5 feet from the ground

Emerald Ash Borer	Bronze birch borer	Asian Longhorned Beetle	Eucalyptus Longhorned Borer	Alder Borer
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**Example equation:**  $[x \text{ (total DBH inches of a tree)} / y \text{ (cumulative trunk diameter rate to be applied)}] \times 1.6 \text{ oz (1 packet)} = \text{total oz of product per tree.}$

**Calculation examples for a single tree with a DBH greater than 15 inches:**

(continued)

## TREES: DIRECTIONS FOR SOIL APPLICATIONS FOR TREES WITH A 15 INCH OF TRUNK DIAMETER AT BREAST HEIGHT (D.B.H.) OR GREATER TO TREAT THE PESTS LISTED BELOW (cont.)

To calculate the higher rate range with a 30 inch DBH tree:

$(30/12) * 1.6 \text{ oz (1 packet)} = 4 \text{ oz per tree}$

To calculate the lower rate range with a 30 inch DBH tree:

$(30/48) * 1.6 \text{ oz (1 packet)} = 1 \text{ oz per tree}$

### Calculation examples for multiple trees with a DBH greater than 15 inches:

To calculate the higher rate range for multiple trees, add the DBH of the trees together and divide by rate to be applied.

Example of multiple trees using similar rate of 12 (y): 3 trees with DBH of 15, 20, & 25 inches. Total cumulative inches of DBH is 60 (x).

$(60/12) * 1.6 \text{ oz (1 packet)} = 8 \text{ oz for all three trees.}$

To calculate the lower rate range for multiple trees, add the DBH of the trees together and divide by rate to be applied.

Example of multiple trees using similar rate of 48 (y): 3 trees with DBH of 15, 20, & 25 inches. Total cumulative inches of DBH is 60 (x).

$(60/48) * 1.6 \text{ oz (1 packet)} = 2 \text{ oz for all three trees.}$

**Soil Injection:** GRID SYSTEM: Space holes on 2.5 foot centers, in a grid pattern, extending to the drip line of the tree. CIRCLE SYSTEM: Apply in holes evenly spaced in circles, (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. BASAL SYSTEM: Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base.

Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. For optimum control, keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per tree or shrub.

**Soil Drench:** Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.

**For Control of Specified Borers:** Application to trees already heavily infested may not prevent the eventual loss of the trees due to existing pest damage and tree stress.

### RESTRICTIONS:

- No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.
- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.
- Do not apply this product, by any application method, to linden, basswood, or other Tilia species.

## DIRECTIONS FOR GROUND TREATMENT PREPLANTING

### GROUND TREATMENT PREPLANTING

1.6 oz (1 packet) MERIT 75 WSP Insecticide per 8,250 to 11,000 sq ft

Apply as a broadcast treatment and incorporate into the soil before planting.

### RESTRICTION:

- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year.
- Keep children and pets off treated area until dry.
- Do not apply Merit 75 WSP Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant.

# DIRECTIONS FOR FOLIAR APPLICATION TO POME FRUITS, PECANS, AND GRAPES GROWN IN RESIDENTIAL AREAS

SITE		PEST		APPLICATION RATE	
Pome Fruits	Apple	Aphids (except Woolly apple aphid) Leafhoppers (including glassy-winged sharpshooter) Leafminer	Mealybugs* San Jose Scale*	1.6 oz (1 packet) per 300 gal- lons of water	2.1 oz per acre <sup>1</sup>
	Pear				
	Crabapple				
	Loquat				
	Mayhaw				

Apply specified dosage as foliar spray as needed after petal-fall is complete.  
For control of rosy apple aphid, apply prior to leafrolling caused by the pest.  
For first generation leafminer control, make first application as soon as petal-fall is complete. Greatest leafminer control will result from the earliest possible application. For second and succeeding generations of leafminer, optimal control is obtained from applications made early in the adult flight against egg and early instar larvae. A second application may be required 10 days later if severe pressure continues or if generations are overlapping. A single application may result in suppression only. MERIT 75 WSP Insecticide will not control late stage larvae.  
For San Jose Scale, time applications to the crawler stage. Treat each generation.  
For late season (preharvest) control of leafhopper species, apply MERIT 75 WSP Insecticide while most leafhoppers are in the nymphal stage.

## RESTRICTIONS:

- Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators.
- For optimal control of mealybug, ensure good spray coverage of the trunk and scaffolding limbs or other resting sites of the mealybug.
- Do not apply more than 2.1 oz per acre in a single application.
- Do not apply more than 8.53 oz (0.4 lb active ingredient) per acre per year
- Allow 10 or more days between applications.
- Allow at least 7 days between last application and harvest.
- \*Not for use in California for control on pears.
- Keep children and pets off treated area until dry.

Pecans*	Yellow pecan aphid	Pecan leaf phylloxera Pecan spittlebug	Pecan stem phylloxera	1.6 oz (1 packet) per 300 gal of water	2.1 oz per acre <sup>1</sup>
	Black margined aphid				

Make foliar applications as pests begin to build before populations become extreme. Two applications at a 10 to 14 day interval may be required to achieve control. Scout and retreat if needed.  
Thorough uniform coverage of foliage is necessary for optimal control. Addition of an organosilicone-based spray adjuvant at a rate not to exceed the adjuvant manufacturer's use rate may improve coverage.

## RESTRICTIONS:

- Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators.
- Do not apply more than a total of 6.3 oz of MERIT 75 WSP Insecticide per acre per year.
- Do not make more than 3 applications.
- Allow 10 or more days between applications.
- Allow at least 7 days between last application and harvest.
- Keep children and pets off treated area until dry.

<sup>1</sup> The amount of MERIT 75 WSP Insecticide required per acre will depend on tree size and volume of foliage present. The rate per acre is based on a standard of 400 gallons of dilute spray solution per acre for large trees.

\*Use on pecans not permitted in California unless directed by state-specific 24(c) supplemental labeling.

SITE		PEST		APPLICATION RATE	
Grapes	Leafhoppers (including glassy-winged sharpshooter)	Mealybugs	1.6 oz (1 packet) per 300 gal of water	1.0 oz per acre	

Apply specified dosage as a foliar spray using 200 gallons of water per acre.

## RESTRICTIONS:

- Follow application restrictions for Non-Agricultural Uses on page 1 to protect bees and other insect pollinators.
- Do not apply more than a total of 2.0 oz of MERIT 75 WSP Insecticide per acre per year.
- Allow at least 14 days between applications.
- Applications may be applied up to and including day of harvest.
- Keep children and pets off treated area until dry.

# STORAGE AND DISPOSAL

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

**Pesticide Storage:** Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area. Handle and open container in a manner as to prevent spillage. If the container is leaking, invert to prevent leakage. If container is leaking or material spilled for any reason or cause, carefully dam up spilled material to prevent runoff. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Absorb spilled material with absorbing type compounds and dispose of as directed for pesticides below. In spill or leak incidents, keep unauthorized people away. You may contact the Bayer Environmental Science Emergency Response Team for decontamination procedures or any other assistance that may be necessary. The Bayer Environmental Science Emergency Response Telephone No. is 1-800-334-7577 or contact Chemtrec at 1-800-424-9300.

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

**Container Handling:** Nonrefillable container. Do not reuse or refill this container. Completely empty container into application equipment. Offer for recycling, if available or dispose of empty container in a sanitary landfill, by incineration or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

**[Container Disposal Statement For Merit Mega Mini Drum]:** Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying.

Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

Offer for recycling, if available or dispose of empty container in a sanitary landfill, by incineration or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

## 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. Ineffectiveness, plant injury or other property damage, or other unintended consequences may result because of factors beyond the control of Bayer CropScience LP such as weather conditions, presence of other materials or the manner of use or application. All such risks shall be assumed by the user or buyer.

**DISCLAIMER OF WARRANTIES:** TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Bayer CropScience is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP DISCLAIMS ANY liability whatsoever for special, incidental or consequential damages, resulting from the use or handling of this product.

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

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Produced for:  
Bayer Environmental Science  
A Division of Bayer CropScience LP  
5000 CentreGreen Way, Suite 400  
Cary, NC 27513

Bayer



# Merit<sup>®</sup>

## 75 WSP

3/8"

## INSECTICIDE

For foliar and systemic insect control of listed pests in turfgrass (including sod farms), landscape ornamentals, fruit and nut trees, and interior plantscapes

### ACTIVE INGREDIENT:

Imidacloprid, 1-[[6-Chloro-3-pyridinyl)methyl]-

*N*-nitro-2-imidazolidinimine ..... 75%

OTHER INGREDIENTS: ..... 25%

TOTAL: ..... 100%

Keep water soluble packets in this container and store in a cool dry place but not below freezing (32°F).

Do Not Remove Packets From Container Except For Immediate Use.

EPA Reg. No. 432-1318

EPA Est. No. 33967-NJ-1

**STOP - READ THE LABEL BEFORE USE**

**KEEP OUT OF REACH OF CHILDREN**

### CAUTION

PARA EL USUARIO: Si usted no lee o entiende Inglés, no use este producto hasta que le hayan explicado completamente las instrucciones que figuran en la etiqueta.

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

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

For **MEDICAL** and **TRANSPORTATION** Emergencies **ONLY** Call 24 Hours A Day

1-800-334-7577

For **PRODUCT USE** Information Call 1-800-331-2887

### FIRST AID

If swallowed	<ul style="list-style-type: none"> <li>• Call a poison control center or doctor immediately for treatment advice.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
If on skin or clothing	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15 - 20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
If in eyes	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15 - 20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>

In case of emergency call toll free the Bayer Environmental Science Emergency Response telephone No. 1-800-334-7577. Have a product container or label with you when calling a poison control center or doctor, or going for treatment.

**NOTE TO PHYSICIAN:** No specific antidote is available. Treat the patient symptomatically.

Net Contents

**6.4 Oz**

(4 x 1.6 Oz packets)

**00452010**

**03644433H 161025AV2**

11.75"

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

#### CAUTION

Harmful if swallowed, inhaled, or absorbed through skin. Causes eye irritation. Avoid contact with skin, eyes, or clothing. Avoid breathing dust or vapor. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Keep children or pets off treated area until spray is dry.

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

**WPS USES:** Applicators and Other Handlers who handle this product for any use covered by the Worker Protection Standard (40 CFR Part 170) – in general, agricultural plant uses e.g., use in sod farms, must wear:

- Long-sleeved shirt and long pants
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.
- Shoes plus socks

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

**NON-WPS USES:** Applicators and other handlers who handle this product for any use NOT covered by the Worker Protection Standard (40 CFR Part 170) – in general, only agricultural plant uses are covered by the WPS, must wear:

- Shirt and pants
- Gloves
- Shoes plus socks

#### Engineering controls statements:

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

## USER SAFETY RECOMMENDATIONS

#### User 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.

(Attach Leaflet Here)

## ENVIRONMENTAL HAZARDS

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

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops/plants or weeds. Do not apply this product or allow it to drift to blooming crops/plants or weeds if bees are foraging the treatment area. This chemical demonstrates the properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

## STORAGE AND DISPOSAL

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

**Pesticide Storage:** Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area. Handle and open container in a manner as to prevent spillage. If the container is leaking, invert to prevent leakage. If container is leaking or material spilled for any reason or cause, carefully dam up spilled material to prevent runoff. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Absorb spilled material with absorbing type compounds and dispose of as directed for pesticides below. In spill or leak incidents, keep unauthorized people away. You may contact the Bayer Environmental Science Emergency Response Team for decontamination procedures or any other assistance that may be necessary. The Bayer Environmental Science Emergency Response Telephone No. is 1-800-334-7577 or contact Chemtrec at 1-800-424-9300.

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

**Container Handling:** Nonrefillable container. Do not reuse or refill this container. Completely empty container into application equipment. Offer for recycling, if available or dispose of empty container in a sanitary landfill, by incineration or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Produced for:  
Bayer Environmental Science  
A Division of Bayer CropScience LP  
5000 CentreGreen Way, Suite 400  
Cary, NC 27513  
Product of China

Bayer





GROUP 4A INSECTICIDE

# Malice®

## 2F INSECTICIDE

For uses in pest management and suppression of listed insects that may vector plant diseases and maintenance of plant health.

**ACTIVE INGREDIENT:**

Imidacloprid: 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine .....	21.4%
OTHER INGREDIENTS .....	78.6%
<b>TOTAL</b>	<b>100.0%</b>

Contains 2.0 pounds of Imidacloprid per gallon.

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

**SHAKE WELL BEFORE USING**

FIRST AID	
<b>If swallowed:</b>	<ul style="list-style-type: none"><li>• Call a poison center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
<b>If in eyes:</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15 to 20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15 to 20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
Have a product container or label with you when calling a poison control center or doctor, or going for treatment. <b>FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1-866-944-8565.</b> <b>Note To Physician:</b> No specific antidote is available. Treat the patient symptomatically.	

EPA REG. NO. 34704-893

EPA EST. NO. 34704-MS-001

NET CONTENTS 1.0 GAL (3.78 L)

112713 V1D 12R13

**MALICE® 2F INSECTICIDE**  
**EPA REG. NO. 34704-893**

**PRECAUTIONARY STATEMENTS**  
**HAZARDS TO HUMANS AND DOMESTIC ANIMALS**  
**CAUTION**

Harmful if swallowed or absorbed through skin. Avoid contact with skin, eyes, or clothing.

**Applicators and other handlers must wear:**

- Long-sleeved shirt and long pants,
- Chemical-resistant gloves made of any waterproof material such as, barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton, and
- Shoes plus socks.

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

**ENGINEERING CONTROLS STATEMENTS**

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

**USER SAFETY RECOMMENDATIONS**

**User 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.

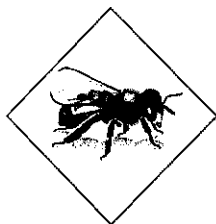
**ENVIRONMENTAL HAZARDS**

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

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops/plants or weeds if bees are foraging. This product is toxic to wildlife and highly toxic to aquatic invertebrates.

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

## PROTECTION OF POLLINATORS



**APPLICATION RESTRICTIONS EXIST FOR THIS PRODUCT BECAUSE OF RISK TO BEES AND OTHER INSECT POLLINATORS. FOLLOW APPLICATION RESTRICTIONS FOUND IN THE DIRECTIONS FOR USE TO PROTECT POLLINATORS.**



**Look for the bee hazard icon in the Directions for Use for each application site for specific use restrictions and instructions to protect bees and other insect pollinators.**

**This product can kill bees and other insect pollinators.**

Bees and other insect pollinators will forage on plants when they flower, shed pollen, or produce nectar.

Bees and other insect pollinators can be exposed to this pesticide from:

- Direct contact during foliar applications, or contact with residues on plant surfaces after foliar applications.
- Ingestion of residues in nectar and pollen when the pesticide is applied as a seed treatment, soil, tree injection, as well as foliar applications.

When Using This Product Take Steps To:

- Minimize exposure of this product to bees and other insect pollinators when they are foraging on pollinator attractive plants around the application site.
- Minimize drift of this product on to beehives or to off-site pollinator attractive habitat. Drift of this product onto beehives or off-site to pollinator attractive habitat can result in bee kills.

Information on protecting bees and other insect pollinators may be found at the Pesticide Environmental Stewardship website at: <http://pesticidestewardship.org/PollinatorProtection/Pages/default.aspx>.

Pesticide incidents (for example, bee kills) should immediately be reported to the state/tribal lead agency.

For contact information for your state, go to: [www.aapco.org/officials.html](http://www.aapco.org/officials.html). Pesticide incidents should also be reported to the National Pesticide Information Center at: [www.npic.orst.edu](http://www.npic.orst.edu) or directly to EPA at: [beekill@epa.gov](mailto:beekill@epa.gov)

## DIRECTIONS FOR USE

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

See individual crops for specific pollinator protection application restrictions. If none exist under the specific crop, for foliar applications, follow these application directions for crops/plants that are contracted to have pollinator services, for food/feed crops and commercially grown ornamentals that are attractive to pollinators, and for non-agricultural use sites:



### FOR CROPS UNDER CONTRACTED POLLINATION SERVICES

Do not apply this product while bees are foraging. Do not apply this product until flowering is complete and all petals have fallen unless the following condition has been met:

If an application must be made when managed bees are at the treatment site, the beekeeper providing the pollination services must be notified no less than 48-hours prior to the time of the planned application so that the bees can be removed, covered or otherwise protected prior to spraying.

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**FOR FOOD/FEED CROPS AND COMMERCIALLY GROWN ORNAMENTALS NOT UNDER CONTRACT FOR POLLINATION SERVICES BUT ARE ATTRACTIVE TO POLLINATORS**

Do not apply this product while bees are foraging. Do not apply this product until flowering is complete and all petals have fallen unless one of the following conditions is met:

- The application is made to the target site after sunset
- The application is made to the target site when temperatures are below 55 °F
- The application is made in accordance with a government-initiated public health response
- The application is made in accordance with an active state-administered apiary registry program where beekeepers are notified no less than 48-hours prior to the time of the planned application so that the bees can be removed, covered or otherwise protected prior to spraying
- The application is made due to an imminent threat of significant crop loss, and a documented determination consistent with an IPM plan or predetermined economic threshold is met. Every effort should be made to notify beekeepers no less than 48-hours prior to the time of the planned application so that the bees can be removed, covered or otherwise protected prior to spraying.



**FOR NON-AGRICULTURAL USE SITES**

Do not apply Malice® 2F Insecticide while bees are foraging. Do not apply Malice 2F Insecticide to plants that are flowering. Only apply after all flower petals have fallen off.

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

**AGRICULTURAL USE REQUIREMENTS**

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

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

**Exception:** If the product is soil-injected or soil-incorporated, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

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

- Coveralls,
- Chemical-resistant gloves made of any waterproof material such as, barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton, and
- Shoes plus socks.

**NON-AGRICULTURAL USE REQUIREMENTS**

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

**Keep children and pets off treated areas until dry.**

**FOLLOW THE RESTRICTIONS BELOW WHEN MIXING AND APPLYING IN THE VICINITY OF AQUATIC AREAS SUCH AS LAKES; RESERVOIRS; RIVERS; PERMANENT STREAMS; MARSHES OR NATURAL PONDS; ESTUARIES AND COMMERCIAL FISH FARM PONDS.**

**Runoff Management**

Do not cultivate within 10 feet of the aquatic areas to allow growth of a vegetative filter strip. When using Malice® 2F Insecticide on erodible soils, employ the Best Management Practices for minimizing runoff. Consult your local Natural Resources Conservation Service for recommendations in your use area.

**No-Spray Zone Requirements for Soil/Foliar Applications**

Do not apply within 25 feet of lakes; reservoirs; rivers; permanent streams, marshes or natural ponds; estuaries and commercial fish farm ponds.

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**SPRAY DRIFT MANAGEMENT**

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

**Importance of Droplet Size**

An important factor influencing drift is droplet size. Small droplets (<150 – 200 microns) drift to a greater extent than large droplets. Within typical equipment specifications, make applications to deliver the largest droplet spectrum that provides sufficient control and coverage. Formation of very small droplets may be minimized by appropriate nozzle selection.

**Wind Speed Restrictions**

Drift potential increases at wind speeds of less than 3 mph (due to inversion potential) or more than 10 mph. However, many factors, including droplet size, canopy and equipment specifications determine drift potential at any given wind speed. Do not apply when winds are greater than 15 mph and avoid gusty and windless conditions. Risk of exposure to sensitive aquatic areas can be reduced by avoiding applications when wind direction is toward the aquatic area.

**Restrictions During Temperature Inversions**

Do not make ground applications during temperature inversions. Drift potential is high during temperature inversions. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain close to the ground and move laterally in a concentrated cloud. Temperature inversions are characterized by increasing temperature with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however if fog is not present, inversions can also be identified by the movement of smoke from a ground source. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical mixing.

**Mixing and Loading Requirements**

To avoid potential contamination of groundwater, the use of a properly designed and maintained containment pad for mixing and loading of any pesticide into application equipment is strongly encouraged. If containment pad is not used, maintain a minimum distance of 25 feet between mixing and loading area and potential surface groundwater conduits such as field sumps, uncased well heads, sinkholes, or field drains.

**ENDANGERED SPECIES NOTICE**

Under the Endangered Species Act, it is a Federal Offense to use any pesticide in a manner that results in the death of a member of an endangered species. Consult your local county bulletin, County Extension Agent, or Pesticide State Lead Agency for information concerning endangered species in your area.

**RESISTANCE MANAGEMENT**

Some insects are known to develop resistance to insecticides after repeated use. As with any insecticide, the use of this product should conform to resistance management strategies established for the use area.

Malice 2F Insecticide contains a Group 4A insecticide. Insect biotypes with acquired or inherent resistance to Group 4A may eventually dominate the insect population if Group 4A insecticides are used repeatedly as the predominant method of control for target species.

The active ingredient in Malice 2F Insecticide belongs to the neonicotinoid chemical class. Insect pests resistant to other chemical classes have not shown cross-resistance to Imidacloprid. In order to maintain susceptibility to this class of chemistry in insect species with high resistance development potential, it is recommended that for each crop season: 1) only a single, soil application of Malice 2F Insecticide be made; 2) foliar applications of products from this same class not be made following a long residual, soil application of Malice 2F Insecticide, or other neonicotinoid products.

*Other Group 4A, neonicotinoid products used as foliar treatments include: Actara<sup>®</sup>, Assail<sup>®</sup>, Calypso<sup>®</sup>, Centric<sup>®</sup>, Intruder<sup>®</sup>, Leverage<sup>®</sup>, Provado<sup>®</sup> and Trimax<sup>®</sup>.*

*Other Group 4A, neonicotinoid products used as soil treatments include: Platinum<sup>®</sup>.*

Contact your local extension specialist, certified crop advisor and/or product manufacturer for additional insect resistance management recommendations. Also, for more information on Insect Resistance Management (IRM), visit the Insecticide Resistance Action Committee (IRAC) on the web at <http://www.irac-online.org/>.

**APPLICATION INSTRUCTIONS**

Apply Malice 2F Insecticide as a directed or broadcast foliar spray using properly calibrated ground application equipment as allowed in the specific application section. For insecticidal efficacy, thorough coverage of all target foliage with runoff is necessary. To obtain thorough coverage, use adequate spray volumes, properly calibrated application equipment and a spray adjuvant if necessary. Failure

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to provide adequate coverage and retention of this product on leaves and fruit, if present, may result in loss of insect control or delay in onset of activity. Minimum spray volumes, unless otherwise specified on crop specific application sections, are 10.0 gallons per acre by ground. This product may be applied by chemigation (see Chemigation section) if allowed in the specific application section.

**Restrictions**

Do not apply with aerial application equipment.

Regardless of formulation or method of application, apply no more than 0.5 pound active ingredient imidacloprid per acre per year, including seed treatment, soil, and foliar uses, unless specified within a crop-specific application section for a given crop.

Apply Malice 2F Insecticide directly into the seed or root-zone of crop. Failure to place Malice 2F Insecticide into root-zone may result in loss of control or delay in onset of activity. Apply Malice 2F Insecticide with ground or chemigation equipment. Broadcast, foliar applications are only to be used for seedling flats or trays, or where product is intended to be washed from foliage to soil prior to drying on foliage.

Optimum activity of Malice 2F Insecticide results from applications to the root-zone of plants to be protected. The earlier Malice 2F Insecticide is available to a developing plant, the earlier the protection begins. Malice 2F Insecticide is continuously taken into the roots over a long period of time and the systemic nature of Malice 2F Insecticide allows movement from roots through the xylem tissue to all vegetative parts of the plant. This results in extended residual activity of Malice 2F Insecticide, the control of insects and the prevention and/or reduction of virus transmission or symptom expression, and plant health benefits. The rate of Malice 2F Insecticide applied affects the length of the plant protection period. Use the higher listed rate within the specified rate range when infestations occur later in crop development, or where pest pressure is continuous. Malice 2F Insecticide will generally not control insects infesting flowers, blooms or fruit. Additional crop protection may be required for insects feeding in, or on these plant parts and for insects not listed in the crop-specific, pests controlled sections of this label. Additional, specific Malice 2F Insecticide application instructions are also provided in the crop-specific sections of this label.

Suppression, or less than complete control of certain diseases and insect pests including reduced feeding, may also result from a Malice 2F Insecticide application. Residual control of these pests/diseases may require supplemental control measures.

Malice 2F Insecticide use on crops grown for production of true seed intended for private or commercial plant-ing is not permitted unless it is allowed under state specific 24(c) labeling.

Pre-mix Malice 2F Insecticide with water or other appropriate diluent prior to application. Keep Malice 2F Insecticide and water suspension agitated to avoid settling.

**Mixing Instructions**

To prepare the application mixture, add a portion of the required amount of water to the tank and with agitation add Malice 2F Insecticide. Complete filling tank with balance of water needed. Maintain sufficient agitation during both mixing and application. Malice 2F Insecticide may also be used with other pesticides and/or fertilizer solutions. Please see Compatibility section below. When tank mixtures of Malice 2F Insecticide and other pesticides are involved, prepare the tank mixture as specified above and follow the Mixing Order described below.

**Mixing Order**

When pesticide mixtures are needed, add wettable powders first, Malice 2F Insecticide and other flowable (suspension concentrate) products second, and emulsifiable concentrates last. Ensure good agitation as each component is added. Do not add an additional component until the previous is thoroughly mixed. If a fertilizer solution is added, a fertilizer/pesticide compatibility agent may be needed. Maintain constant agitation during both mixing and application to ensure uniformity of spray mixture.

**Compatibility**

Test compatibility of the intended mixture before adding Malice 2F Insecticide to the spray or mix tank. Add proportionate amounts of each ingredient in the appropriate order, to a pint or quart jar, cap, shake for 5 minutes, and let set for 5 minutes. Poor mixing or formation of precipitates that do not readily redispense indicates an incompatible mixture, DO NOT USE. For further information, contact your local Loveland Products, Inc. representative.

**CHEMIGATION – DIRECTIONS FOR USE**

Malice 2F Insecticide may be applied at rates specified on this label either alone or in tank mixture with other pesticides and chemicals registered for application through irrigation systems. The normal dilution ratio is 1:100 to 1:200, depending on the system. Always meter the product into the irrigation water during the first part of the irrigation cycle. The product may be mixed separately prior to injection. Agitation may be necessary if the mixture is allowed to stand more than 24 hours.

- **DO NOT** connect an irrigation system (including greenhouse systems) used for pesticide application to a public water system unless the pesticide label-prescribed safety devices for public water systems are in place.

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- Apply this product only through micro-irrigation (individual spaghetti tube), drip irrigation, overhead irrigation, and ebb and flood or hand held or motorized calibrated irrigation equipment and only as specified in the use directions. **DO NOT apply this product through any other type of irrigation system.** Crop injury or lack of effectiveness can result from non-uniform distribution of treated water.
- Be sure to remove scale, pesticide residue and other foreign matter from the tank and entire irrigation system prior to application.
- If you have any questions about calibration, you should contact State Extension Service specialists, equipment manufacturers or other experts.

**Types of Irrigation Systems**

Chemigation applications of Malice 2F Insecticide may only be made to crops through chemigation systems as specified in crop-specific Application sections and only through low-pressure systems unless specifically instructed for a given crop. Do not apply Malice 2F Insecticide through any other type of irrigation system.

**Uniform Water Distribution and System Calibration**

The irrigation system must provide uniform distribution of treated water. Crop injury, lack of effectiveness, or illegal pesticide residues in the crop can result from non-uniform distribution of treated water. The system must be calibrated to uniformly apply the rates specified. If you have questions about calibration, you should contact State Extension Service specialists, equipment manufacturers or other experts.

**Chemigation Monitoring**

A person knowledgeable of the chemigation system and responsible for its operation, or under the supervision of the responsible person, shall shut the system down and make necessary adjustments should the need arise.

**Drift**

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

**Required System Safety Devices**

The system must contain a functional check valve, vacuum relief valve, and low-pressure drain appropriately located on the irrigation pipeline to prevent water source contamination from backflow. The pesticide injection pipeline must contain a functional, automatic, quick-closing check valve to prevent the flow of fluid back toward the injection pump. The pesticide injection pipeline must also contain a functional, normally closed, solenoid-operated valve located on the intake side of the injection pump and connected to the system interlock to prevent fluid from being withdrawn from the supply tank when the irrigation system is either automatically or manually shut down. The system must contain functional interlocking controls to automatically shut off the pesticide injection pump when the water pump motor stops. The irrigation line or water pump must include a functional pressure switch which will stop the water pump motor when the water pressure decreases to the point where pesticide distribution is adversely affected. Systems must use a metering pump, such as a positive displacement injection pump (e.g. diaphragm pump) effectively designed and constructed of materials that are compatible with pesticides and capable of being fitted with a system interlock.

**Using Water from Public Water Systems**

Public water system means a system for the provision to the public of piped water for human consumption if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year. Chemigation systems connected to public water systems must contain a functional, reduced-pressure zone, back flow preventer (RPZ) or the functional equivalent in the water supply line upstream from the point of pesticide introduction. As an option to the RPZ, the water from the public water system should be discharged into a reservoir tank prior to pesticide introduction. There shall be a complete physical break (air gap) between the outlet end of the fill pipe and the top or overflow rim of the reservoir tank of at least twice the inside diameter of the fill pipe. The pesticide injection pipeline must contain a functional automatic quick-closing check valve to prevent the flow of fluid back toward the injection. The pesticide injection pipeline must contain a functional normally closed solenoid-operated valve located on the intake side of the injection pump and connected to the system interlock to prevent fluid from being withdrawn from the supply tank when the irrigation system is either automatically or manually shut down. The system must contain functional interlocking controls to automatically shut off the pesticide injection pump when the water pump motor stops or in cases where there is no water pump, when the water pressure decreases to the point where pesticide distribution is adversely affected. Systems must use a metering pump such as a positive displacement injection pump (e.g. diaphragm pump) effectively designed and constructed of materials that are compatible with pesticides and capable of being fitted with a system interlock.

**ROTATIONAL CROPS\***

Treated areas may be replanted with any crop specified on a Malice 2F Insecticide label, or any crop for which a tolerance exists for the active ingredient, as soon as practical following the last application. For crops not listed on a Malice 2F Insecticide label, or for crops for which no tolerances for the active ingredient have been established, a 12-month plant-back interval must be observed.

**IMMEDIATE PLANT-BACK**

All crops on this label plus the following crops not on this label: barley, canola, corn (field, pop & sweet), rapeseed, sorghum, sugar beet and wheat.

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**30-DAY PLANT-BACK**

Cereals (including buckwheat, millet, oats, rice, rye, and triticale), soybeans and safflower

**10-MONTH PLANT-BACK**

Onion and bulb vegetables

**12-MONTH PLANT-BACK**

All Other Crops

\*Cover crops for soil building or erosion control may be planted any time, but do not graze or harvest for food or feed.

**HERBS**

Angelica, Balm (lemon balm), Basil (fresh and dried), Borage, Burnet, Camomile, Catnip, Chervil (dried), Chinese chive, Chive, Clary, Coriander (cilantro or Chinese parsley leaves), Costmary, Culantro (leaf), Curry (leaf), Dillweed, Horehound, Hyssop, Lavender, Lemongrass, Lovage (leaf), Marigold, Marjoram, Nasturtium, Parsley (dried), Pennyroyal, Rosemary, Rue, Sage, Savory (summer and winter), Sweet bay (bay leaf), Tansy, Tarragon, Thyme, Wintergreen, Woodruff, Wormwood.

**Pests Controlled**

**Rate**  
**Fl Ozs/Acre**

Aphids	16.0 to 24.0
Flea beetles	
Leafhoppers	
Whiteflies	

**Pests/Diseases Suppressed#**

Thrips (foliage-feeding thrips only)	16.0 to 24.0
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**Restrictions:**

Pre-Harvest Interval (PHI): **14 days**

Maximum Malice 2F Insecticide allowed per crop season: **24.0 fl ozs/acre** (0.38 lb AI/acre)

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage in one of the following methods:

1. In-furrow spray during planting directed on or below seed;
2. In-furrow spray or transplant-water drench during setting or transplanting;
3. Shankd-into or below eventual seed-line;
4. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment.

Not all crops and/or varieties listed above have been tested for phytotoxic effects. Without specific knowledge about a particular crop and variety, Loveland Products, Inc. strongly recommends that only small areas or numbers of plants of each be treated and evaluated prior to commercial use.

**FIELD CROPS**

**Application Instructions – Malice 2F Insecticide**

**COTTON**

**Pests Controlled**

**Rate**  
**Fl Ozs/1000 row-feet**

**Rate**  
**Fl Ozs/Acre**

Cotton aphid	1.3	17.0 to 21.1
Plant bugs		(Depending on row-spacing)
Thrips		
Whiteflies		

**Restrictions**

Maximum Malice 2F Insecticide allowed per year: **21.1 fl ozs/acre** (0.33 lb AI/acre)

Regardless of formulation or method of application, apply no more than 0.5 pound active ingredient of Malice 2F Insecticide, Provado, Trimax or Leverage per acre per year, including seed treatment as Gaucho®, soil and foliar uses. Do not apply more than a total of 6 applications of the active ingredient per year. Do not graze treated fields after any application of Malice 2F Insecticide. Please see Resistance Management section of this label.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. In-furrow spray during planting directed on or below seed;
2. In a narrow band directly below the eventual seed row in a bedding operation 7 or fewer days before planting;
3. Chemigation into root-zone through low-pressure drip or trickle irrigation.

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**POTATO**

<b>Pests Controlled</b>	<b>Rate Fl Ozs/1000 row-feet</b>	<b>Rate Fl Ozs/Acre</b>
Aphids		
Colorado potato beetle		
Flea beetles	0.9 to 1.3	13.0 to 20.0
Leafhoppers		
Potato psyllid		

**Pests/Diseases Suppressed#**

Symptoms of:

Potato leaf roll virus (PLRV)		
Potato yellows	0.9 to 1.3	13.0 to 20.0
Net necrosis (PLRV)		
Wireworms (with in-furrow spray at-planting)		

**Restrictions**

Maximum Malice 2F Insecticide allowed per year: **20.0 fl ozs/acre** (0.31lb AI/acre)

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. In-furrow spray during planting directed on seed pieces or seed potatoes;
2. Subsurface side-dress on both sides on the row covered with 3 or more inches of soil;
3. Narrow band spray at ground cracking directly over the row during hilling covered with 3 or more inches of soil;
4. Narrow band directly below the eventual seed row in a bedding operation 7 or fewer days before planting. For effective pest control or suppression, Malice 2F Insecticide applications must be placed below soil-surface and in contact with seed piece or within root-zone. For potatoes grown on highly permeable soils with shallow water table, at-plant applications of Malice 2F Insecticide may be made in a 2- to -4 inch band (width of planter shoe opening) and completely covered.

**POTATO\***

**(Seed Piece Treatment)**

<b>Pests Controlled</b>	<b>Rate Fl Oz/100 lbs seed</b>	<b>Rate Fl Ozs/Acre**</b>
Aphids		
Colorado potato beetle		
Flea beetles	0.4 to 0.8	8.0 to 16.0
Leafhoppers		
Potato psyllid		
Wireworms (seed-piece protection)		

**Pests/Diseases Suppressed#**

Symptoms of:

Potato leaf roll virus (PLRV)		
Potato yellows	0.8	16.0
Net necrosis (PLRV)		

**Restrictions**

Maximum Malice 2F Insecticide allowed per year: **16.0 fl ozs/acre** (0.25 lb AI/acre)

Do not use treated seed-pieces for food, feed, or fodder. Do not apply any subsequent application of Malice 2F Insecticide (in-furrow), Gaucho, Leverage or Provado following a Malice 2F Insecticide seed-piece treatment.

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage as a diluted spray onto seed-pieces using a shielded spray system. Dilute with 3 parts water, or less, to 1 part Malice 2F Insecticide. Agitate or stir spray solution as needed. Fungicidal or inert absorbent dusts may be applied after Malice 2F Insecticide application. Apply only in areas with adequate ventilation or in areas that are equipped to remove spray mist or dust. Plant seed-pieces as soon as possible after treating avoiding prolonged exposure of Malice 2F Insecticide treated seed-pieces to sunlight and in accordance with the directions of your local Extension specialist.

Consult your local Loveland Products, Inc. representative or crop protection product dealer for information relevant to your area.

\*Use not permitted in CA unless otherwise directed by state-specific 24(c) labeling.

\*\*Based on a seeding rate of 2000 pounds per acre.

**MALICE® 2F INSECTICIDE**  
EPA REG. NO. 34704-893

**TOBACCO**

Pests Controlled	Rate	Rate
	Fl Ozs/1000 plants (as seedling tray drench)	Fl Ozs/1000 plants (in-furrow or transplant-water)
Aphids		
Flea beetles	1.0	1.4
Mole crickets		
Whiteflies	1.4 to 2.8	1.8 to 2.8
Wireworms		
<b>Pests/Diseases Suppressed#</b>		
Cutworms		
Symptoms of:	1.4 to 2.8	1.8 to 2.8
Tomato spotted wilt virus (TSWV)		

**Restrictions**

Pre-Harvest Interval (PHI): **14 days**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.50 lb AI/acre)

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Uniform, broadcast foliar spray to seedlings in trays (tray drench) not more than 7 days prior to transplanting followed immediately by overhead irrigation to wash Malice 2F Insecticide from foliage into potting media. Failure to wash Malice 2F Insecticide from foliage may result in reduction in pest control. Transplants must be handled carefully during setting to avoid dislodging treated potted media from roots.
2. In-furrow spray or transplant-water drench during setting.
3. Chemigation into root-zone through low-pressure drip, trickle, micro sprinkler or equivalent equipment.

**Note:** Proper tray drench applications of Malice 2F Insecticide have been shown to be the most efficacious method of application. However, the specified rate of Malice 2F Insecticide may be applied as a combination of the tray drench in the planthouse and/or transplant-water drench in field. Adverse growing conditions may cause a delay in uptake of Malice 2F Insecticide into the plant and a delay in control.

**VEGETABLE and SMALL FRUIT CROPS**  
**Application Directions – Malice 2F Insecticide**

**Restrictions**

Not for use on crops grown for seed unless allowed by state-specific 24(c) labeling.

**CUCURBIT VEGETABLES**

Including: Chayote (fruit), Chinese waxgourd (Chinese preserving melon), Citron melon, Cuban pumpkin, Cucumber, Gherkin, Gourd (edible, includes hyotan, cucuzza, hechima, Chinese okra), *Momordica* spp. (includes balsam apple, balsam pear, bitter melon, Chinese cucumber), Muskmelon (hybrids and/or cultivars of *Cucumis melo* including true cantaloupe, cantaloupe, casaba, Crenshaw melon, golden pershaw melon, honeydew melon, honey balls, mango melon, Persian melon, pineapple melon, Santa Claus melon, snake melon, and Winter melon), Pumpkin, Squash (includes summer squash types such as: butternut squash, cal-abaza, crookneck squash, Hubbard squash, scallop squash, straightneck squash, vegetable marrow and zucchini, and winter squash types such as acorn squash and spaghetti squash), Watermelon (includes hybrids and/or varieties of *Citrullus lanatus*)

**Field application instructions. See details below for additional planthouse instructions.**

Pests Controlled	Rate
	Fl Ozs/Acre
Aphids	
Cucumber beetles	
Leafhoppers	16.0 to 24.0
Thrips (foliage-feeding thrips only)	
Whiteflies	
<b>Pests/Diseases Suppressed#</b>	
Bacterial wilt (as vectored by various cucumber beetles)	
Leaf silencing resulting from whitefly feeding	16.0 to 24.0

**Restrictions**

Pre-Harvest Interval (PHI): **21 days**

Maximum Malice 2F Insecticide allowed per crop season: **24.0 fl ozs/acre** (0.38 lb AI/acre)

#Controls pests that may vector plant diseases.

**MALICE® 2F INSECTICIDE**  
**EPA REG. NO. 34704-893**

***Cucurbit Vegetables cont'd.:***

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment;
2. In-furrow spray directed on or below seed;
3. Narrow (2" or less) surface band spray over seed-line during planting incorporated to a depth of 1 to 1 1/2" with sufficient irrigation within 24 hours of application;
4. Narrow band spray directly below eventual seed row in bedding operation 14 or fewer days before planting;
5. Post-seeding drench, transplant-water drench, or hill drench;
6. Subsurface side-dress on both sides of each row. Malice 2F Insecticide must be incorporated into root zone.

**Planthouse Application Instructions**

**Pests Controlled**

**Rate**  
**Fl Oz/1000 Plants**

Aphids

Whiteflies

0.1

**Restrictions**

Maximum amount of Malice 2F Insecticide applied in the planthouse: **0.1 fl oz (0.00156 lb AI) per 1000 plants.**

Maximum number Malice 2F Insecticide applications in planthouse: **1**

**Instructions**

Apply specified dosage to seedlings in trays in the planthouse, targeting soil media (tray drench), not more than 7 days prior to transplanting, in one of the following manners:

1. Uniform, broadcast high-volume foliar spray, followed immediately by sufficient overhead irrigation to wash Malice 2F Insecticide from foliage into potting media without loss of gravitational liquid from the bottom of the tray. Failure to wash Malice 2F Insecticide from foliage may result in reduced pest control;
2. Injection into overhead irrigation system, using adequate volume to thoroughly saturate soil media without loss of gravitational solution from the bottom of the tray.

The application made in the planthouse will only provide short-term protection and is not intended as a substitution for a field application. An additional field application must be made within 2 weeks following transplanting to provide continuous protection. **DO NOT** apply higher rates or increased number of applications in planthouse. Transplants must be handled carefully during setting to avoid dislodging treated potting media from roots.

Not all varieties of cucurbit vegetables have been tested for tolerance to Malice 2F Insecticide applied to seedling flats. Therefore, treat a small number of plants and confirm tolerance for 7 days prior to treating entire planthouse.

**GREENHOUSE VEGETABLES**

(Mature plants in production greenhouses)

Cucumber, Tomato, only

**Pests Controlled**

**Rate**  
**Fl Ozs/1000 plants**

Aphids

Whiteflies

1.4

**Restrictions**

Pre-Harvest Interval (PHI): **0 days**

Maximum number of Malice 2F Insecticide applications per crop season: **1**

**Instructions**

Apply specified dosage in a minimum of 16.0 gallons of water for tomatoes and 21.0 gallons of water for cucumbers using soil drenches, micro-irrigation, drip irrigation, or hand-held or motorized calibrated irrigation equipment. Do not apply to immature plants since phytotoxicity may occur.

Apply when infestation pressure surpasses threshold and beneficials are not able to maintain pest populations below damage thresholds. Repellency of bumble bee pollinators and negative effects on some beneficials (*Orius* sp.) can occur when Malice 2F Insecticide is applied.

Many varieties of vegetables have been tested for tolerance to Malice 2F Insecticide and show good safety. However, certain varieties may show more sensitivity to Malice 2F Insecticide. Therefore, treat a few plants before treating the whole greenhouse.

**MALICE® 2F INSECTICIDE**  
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**FRUITING VEGETABLES**

Including: Eggplant, Ground cherry, Okra, Pepper (including bell, chili, cooking, pimento and sweet) Tomato, Pepinos, Tomatillo  
**Field application instructions. See details below for additional planthouse instructions.**

<b>Pests Controlled</b>	<b>Rate Fl Ozs/Acre</b>
Aphids	
Colorado potato beetle	Okra and Pepper
Flea beetles	16.0 to 32.0
Leafhoppers	
Thrips (foliage-feeding thrips, only)	Other Crops
Whiteflies	16.0 to 24.0
<b>Pests/Diseases Suppressed#</b>	
Symptoms of:	Okra and Pepper
Tomato mottle virus	16.0 to 32.0
Tomato spotted wilt virus	Other Crops
Tomato yellow leaf curl virus	16.0 to 24.0

**Restrictions**

Pre-Harvest Interval (PHI): **21 days**

Maximum Malice 2F Insecticide allowed on pepper and okra crops per crop season: **32.0 fl ozs/acre** (0.50 lb AI/acre)

Maximum Malice 2F Insecticide allowed on other fruiting crops per crop season: **24.0 fl ozs/acre** (0.38 lb AI/acre)

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment;
2. In-furrow spray directed on or below seed;
3. Narrow (2" or less) surface band spray over seed-line during planting incorporated to a depth of 1 to 1 1/2" with sufficient irrigation within 24 hours of application;
4. Narrow band spray directly below eventual seed row in bedding operation 14 or fewer days before planting;
5. Post-seeding drench, transplant-water drench, or hill drench;
6. Subsurface side-dress on both sides of each row. Malice 2F Insecticide must be incorporated into root zone.

**Planthouse Application Instructions**

<b>Pests Controlled</b>	<b>Rate Fl Oz/1000 plants</b>
Aphids	
Whiteflies	0.1

**Restrictions**

Maximum amount of Malice 2F Insecticide applied in the planthouse: **0.1 fl oz** (0.00156 lb AI) **per 1000 plants.**

Maximum number Malice 2F Insecticide applications in planthouse: **1**

**Instructions**

Apply specified dosage to seedlings in trays in the planthouse, targeting soil media (tray drench), not more than 7 days prior to transplanting, in one of the following manners:

1. Uniform, broadcast high-volume foliar spray, followed immediately by sufficient overhead irrigation to wash Malice 2F Insecticide from foliage into potting media without loss of gravitational liquid from the bottom of the tray. Failure to wash Malice 2F Insecticide from foliage may result in reduced pest control;
2. Injection into overhead irrigation system, using adequate volume to thoroughly saturate soil media without loss of gravitational solution from the bottom of the tray.

The application made in the planthouse will only provide short-term protection and is not intended as a substitution for a field application. An additional field application must be made within 2 weeks following transplanting to provide continuous protection.

DO NOT apply higher rates or increased number of applications in planthouse. Transplants must be handled carefully during setting to avoid dislodging treated potted media from roots.

Not all varieties of fruiting vegetables have been tested for tolerance to Malice 2F Insecticide applied to seedling flats. Therefore treat a small number of plants and confirm tolerance for 7 days prior to treating entire planthouse.

Use not permitted in CA unless otherwise directed by state-specific 24(c) labeling.

**MALICE® 2F INSECTICIDE**  
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**HEAD and STEM BRASSICA VEGETABLES**

Including: Broccoli, Broccoli raab (*rapini*), Brussels sprouts, Cabbage, Cauliflower, Cavalo broccoli, Chinese (*gai lon*) broccoli, Chinese (*bok choy*) cabbage, Chinese (*napa*) cabbage, Chinese mustard (*gai choy*) cabbage, Collards, Kale, Kohlrabi, Mizuna, Mustard greens, Mustard spinach, Rape greens, Turnip tops (leaves)

**AND**

**LEAFY VEGETABLES**

Including: Amaranth (leafy amaranth, Chinese spinach, tampala), Arugula (Roquette), Chervil, Chrysanthemum (edible leaved and garland), Cilantro, Corn salad, Cress (garden), Cress (upland, yellow rocket, winter cress), Dandelion, Dock (sorrel), Endive (escarole), Lettuce (head and leaf), Orach, Parsley, Purslane (garden and winter), Raddicchio (red chicory), Spinach (including New Zealand and vine (Malabar spinach, Indian Spinach)), Watercress (commercial production only, applications must not be made to native cress growing in streams or other bodies of water), Watercress (upland)

**Pests Controlled**

**Rate**  
**Fl Ozs/Acre**  
**(on 36 inch rows)**

Aphids

Whiteflies

10.0 to 24.0

**Restrictions**

Pre-Harvest Interval (PHI): **21 days**

Maximum Malice 2F Insecticide allowed per crop season: **24.0 fl ozs/acre** (0.38 lb AI/acre)

Not for use on crops grown for seed unless allowed by state-specific 24(c) labeling.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment;
2. In-furrow spray directed on or below seed;
3. Narrow (2" or less) surface band spray over seed-line during planting incorporated to a depth of 1 to 1 1/2" with sufficient irrigation within 24 hours of application;
4. Narrow band spray directly below eventual seed row in bedding operation 14 or fewer days before planting;
5. Post-seeding drench, transplant-water drench, or hill drench;
6. Subsurface side-dress on both sides of each row. Malice 2F Insecticide must be incorporated into root zone.

**LEAFY PETIOLE VEGETABLES**

Including: Cardoon, Celery, Celtuce, Chinese celery (fresh leaves and stalk only), Florence fennel (including sweet anise, sweet fennel, Finocchio), Rhubarb, Swiss chard

**Pests Controlled**

**Rate**  
**Fl Ozs/Acre**

Aphids

Leafhoppers

Whiteflies

10.0 to 24.0

**Restrictions**

Pre-Harvest Interval (PHI): **45 days**

Maximum Malice 2F Insecticide allowed per crop season: **24.0 fl ozs/acre** (0.38 lb AI/acre)

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment;
2. In-furrow spray directed on or below seed;
3. Narrow (2" or less) surface band spray over seed-line during planting incorporated to a depth of 1 to 1 1/2" with sufficient irrigation within 24 hours of application;
4. Narrow band spray directly below eventual seed row in bedding operation 14 or fewer days before planting;
5. Post-seeding drench, transplant-water drench, or hill drench;
6. Subsurface side-dress on both sides of each row. Malice 2F Insecticide must be incorporated into root zone.

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**LEGUME VEGETABLES except soybean, dry**

**Edible Podded and Succulent Shelled Pea and Bean and Dried Shelled Pea and Bean**

Bean (*Lupinus* spp., includes grain lupin, sweet lupin, white lupin, and white sweet lupin)  
 Bean (*Phaseolus* spp., includes field bean, kidney bean, lima bean, navy bean, pinto bean, runner bean, snap bean, tepary bean, wax bean)  
 Bean (*Vigna* spp., includes adzuki bean, asparagus bean, blackeyed pea, catjang, Chinese longbean, cowpea, Crowder pea, moth bean, mung bean, rice bean, Southern pea, urd bean, yardlong bean)  
 Pea (*Pisum* spp., includes dwarf pea, edible-pod pea, English pea, field pea, garden pea, green pea, snow pea, sugar snap pea)  
 Other Beans and Peas [Broad bean (fava), Chickpea (garbanzo bean), Guar, Jackbean, Lablab bean (hyacinth bean), Lentil, Pigeon pea, Soybean (immature seed), Sword bean]

<b>Pests Controlled</b>	<b>Rate Fl Ozs/Acre</b>
Aphids	
Leafhoppers	
Thrips (foliage feeding thrips, only)	16.0 to 24.0
Whiteflies	
<b>Pests/Diseases Suppressed#</b>	
Symptoms of:	
Bean common mosaic virus (BCMV)	
Bean golden mosaic virus (BGMV)	16.0 to 24.0
Beet curly top hybrigeminivirus (BCTV)	
<b>Restrictions</b>	
Pre-Harvest Interval (PHI): <b>21 days</b>	
Maximum Malice 2F Insecticide allowed per crop season: <b>24.0 fl ozs/acre</b> (0.38 Al/acre)	
#Controls pests that may vector plant diseases.	

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment.
2. In-furrow spray at planting directed on or below seed;
3. In a narrow (2" or less) surface band over seed-line during planting incorporated to a depth of 1 to 1 1/2" with sufficient irrigation within 24 hours following application;
4. In a narrow band directly below the eventual seed row in a bedding operation 7 or fewer days before planting;
5. As a post-seeding drench, transplant drench, or hill drench.

**ROOT VEGETABLES**

Including: Beet (garden)<sup>1</sup>, Burdock (edible)<sup>1</sup>, Carrot<sup>1</sup>, Celeriac<sup>1</sup>, Chervil (turnip-rooted)<sup>1</sup>, Chicory<sup>1</sup>, Ginseng, Horseradish, Parsley (turnip-rooted), Parsnip<sup>1</sup>, Radish<sup>1</sup>, Oriental radish (diakon)<sup>1</sup>, Rutabaga<sup>1</sup>, Salsify (oyster plant), Salsify (black)<sup>1</sup>, Salsify (Spanish), Skirret and Turnip<sup>1</sup>.

<b>Pests Controlled</b>	<b>Rate Fl Ozs/1000 row-feet</b>	<b>Rate Fl Ozs/Acre</b>
Aphids		
Flea beetles	0.7 to 1.7	10.0 to 24.0
Leafhoppers		
Whiteflies		

**Restrictions**

Pre-Harvest Interval (PHI): **21 days**

Maximum Malice 2F Insecticide allowed per crop season: **24.0 fl ozs/acre** (0.38 lb Al/acre)

Maximum Malice 2F Insecticide applications per crop season: **1**

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low pressure drip, trickle, micro-sprinkler or equivalent equipment;
2. In-furrow spray (rate specified per 1000 row-feet) or, shanked-in 1 to 2 inches below seed depth during planting;
3. In a narrow (2 inches or less) band directly (1 to 2 inches) below the eventual seed row in a bedding operation 14 or fewer days before planting.

**Note:** The rate applied affects the length of control. Use higher listed rates where infestations occur later in crop development, or where pest pressure is continuous. Malice 2F Insecticide rates less than 0.7 fluid ounce per 1000 row-feet will not provide adequate residual pest control. Malice 2F Insecticide treated crops grown on very high organic matter soils (muck) may also require additional pest management control.

<sup>1</sup>Tops or greens from these crops may be utilized for food or feed.

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**TUBEROUS and CORM VEGETABLES**

Including: Arracacha, Arrowroot, Artichoke (Chinese and Jerusalem), Canna (edible, Queensland arrowroot), Cassava (bitter & sweet)<sup>1</sup>, Chayote (root), Chufa, Dasheen (taro)<sup>1</sup>, Ginger, Leren, Sweetpotato, Tanier (cocoyam)<sup>1</sup>, Turmeric, Yam bean (jicama, manioc pea), Yam (true)<sup>1</sup> (For application instructions on potato see Field Crops section)

<b>Pests Controlled</b>	<b>Rate</b>	<b>Rate</b>
	<b>Fl Ozs/1000 row-feet</b>	<b>Fl Ozs/Acre</b>
Aphids		
Flea beetles	0.7 to 1.7	10.0 to 24.0
Leafhoppers		
Whiteflies		

**Restrictions**

Pre-Harvest Interval (PHI) from planting application: **3 days** (leaves); **125 days** (corms)  
Maximum Malice 2F Insecticide allowed per crop season: **24.0 fl ozs/acre** (0.38 lb AI/acre)  
Maximum Malice 2F Insecticide applications per crop season: **1**

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. In-furrow spray (rate specified/1000 row-feet) over planting material (hulis) or shanked-in 1 to 2 inches below hulis depth at planting;
2. Side-dress not more than 0.6 fluid ounce per 1000 row-feet no later than 45 days after planting. Observe same PHI as above.

**Important:** The rate applied affects the length of control. Use higher listed rates where infestations occur later in crop development, or where pest pressure is continuous. Malice 2F Insecticide rates less than 0.7 fluid ounce per 1000 row-feet may not provide adequate residual pest control. Malice 2F Insecticide treated crops grown on very high organic matter soils (muck) may also require additional pest management control.

<sup>1</sup>Tops or greens from these crops may be utilized for food or feed.

**STRAWBERRY<sup>1</sup>**

**Annual And Perennial Crops**

<b>Pests Controlled</b>	<b>Rate</b>
	<b>Fl Ozs/A</b>
Aphids	
Whiteflies	24.0 to 32.0

**Restrictions**

Pre-Harvest Interval (PHI): **14 days**  
Maximum Malice 2F Insecticide allowed per crop season: **32.0 fl ozs/acre** (0.50 lb AI/acre)  
**DO NOT** apply immediately prior to bud opening or during bloom or when bees are foraging.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment after plants are established or on perennial crops in early spring prior to bud opening;
2. As a plant material or plant hole treatment just prior to, or during transplanting.

The rate applied affects the length of control. Use higher listed rates where infestations may occur later in crop development or where pest exposure is continuous.

<sup>1</sup>Malice 2F Insecticide cannot be used pre and post harvest on the same crop with any other imidacloprid treatment.

**MALICE® 2F INSECTICIDE**  
EPA REG. NO. 34704-893

**SUGAR BEET**

(for use only in CA)

**Pests Controlled**

Aphids  
Flea beetles  
Leafhoppers  
Whiteflies

**Rate**  
**Fl Ozs/Acre**

6.0 to 12.0

**Pests/Diseases Suppressed#**

Symptoms of:

Western yellows/Beet curly top hybrigeminivirus (BCTV)

6.0 to 12.0

**Restrictions**

Maximum Malice 2F Insecticide allowed per year: **12.0 fl ozs/acre** (0.18 lb AI/acre)

Maximum imidacloprid allowed per year: **0.18 lb AI/acre** (from any formulation) on any row spacing

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in the following method:

1. Apply specified dosage in sufficient carrier volume to insure uniform application. Apply directly below each seed furrow either during the bedding operation immediately prior to planting or at the time of planting.

The lower listed rate may be applied to aid establishment of stands in whitefly areas, or for early season control of the other pests listed.

**Malice 2F Insecticide Conversion Chart for Linear Application**

<b>Rate</b> <b>Fl Ozs/Acre</b>	<b>Rate Fl Ozs/1000 row-feet</b> <b>Based on <i>average</i> row spacing (in inches):</b>							
	10	15	20	25	30	35	40	45
10	0.19	0.29	0.38	0.48	0.57	0.67	0.76	0.86
12	0.23	0.34	0.46	0.57	0.69	0.80	0.92	1.03
14	0.27	0.40	0.54	0.67	0.80	0.94	1.07	1.21
16	0.31	0.46	0.61	0.77	0.92	1.07	1.22	1.38
18	0.34	0.52	0.69	0.86	1.03	1.21	1.38	1.55
20	0.38	0.57	0.76	0.96	1.15	1.34	1.53	1.72
22	0.42	0.63	0.84	1.05	1.26	1.47	1.68	1.89
24	0.46	0.69	0.92	1.15	1.38	1.61	1.84	2.07
26	0.50	0.75	0.99	1.24	1.49	1.74	1.99	2.24
28	0.54	0.80	1.07	1.34	1.61	1.87	2.14	2.41
30	0.57	0.86	1.15	1.43	1.72	2.01	2.29	2.58
32	0.61	0.92	1.22	1.52	1.84	2.14	2.45	2.75

**Important:** The Malice 2F Insecticide rate applied affects the length of control and to a considerable extent, the degree of control or effect. Row-spacing X Malice 2F Insecticide rate combinations in italics may not provide adequate residual pest control and are not suitable for long-term, residual control. Use higher listed labeled rates where infestations may occur later in crop development or where pest pressure is continuous. Loveland Products, Inc. offers no warranty for use of Malice 2F Insecticide at rates below 0.7 fluid ounce per 1000 row-feet.

**TREE, BUSH and VINE CROPS**

Application Directions – Malice 2F Insecticide

**BANANA AND PLANTAIN**

**Pests Controlled**

Aphids  
Leafhoppers

**Rate**  
**Fl Ozs/Acre**

16.0 to 32.0

**Pests/Diseases Suppressed#**

Scales

16.0 to 32.0

**Restrictions**

Pre-Harvest Interval (PHI): **0 day**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.5 lb AI/acre)

#Controls pests that may vector plant diseases.

*Cont'd. next page*

**MALICE® 2F INSECTICIDE**  
**EPA REG. NO. 34704-893**

***Banana and Plantain cont'd.:***

**Instructions**

Apply specified dosage of this product in the following method:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment.

**BUSHBERRY**

Including: Blueberry, Currant, Elderberry, Gooseberry, Huckleberry, Juneberry, Ligonberry, Salal

**Pests Controlled**

**Rate**  
**fl Ozs/Acre**

Japanese beetle (adults, feeding on foliage)	
White grub complex (grubs of Asiatic garden beetle, European and Masked chafer, Japanese beetle and Oriental beetle)	16.0 to 32.0

**Restrictions**

Pre-Harvest Interval (PHI): **7 days**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.50 lb AI/acre)

**DO NOT** apply pre-bloom or during bloom or when bees are foraging.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment;
2. 18-inch band on each side of the row followed with 0.25 inch of irrigation immediately after application.

For optimal grub control, apply Malice 2F Insecticide to control 1st or 2nd instar larvae. Application may be made post-bloom up to 7 days prior to harvest, or post-harvest until October 1. For optimum control of Japanese beetle larvae, make applications from June 1 to July 15. Do not apply during bloom.

Application to grass covered rows, row middles, drive lanes, headlands, and other grassy areas in and around the berry field will control resident grub populations. Applications directed to the root-zone will help protect berry plant roots from grub feeding.

Apply Malice 2F Insecticide to moist soil. If necessary, apply 1 hour of irrigation water immediately before application of Malice 2F Insecticide. To facilitate movement of Malice 2F Insecticide into the soil and root zone, 1/2 to 1 inch of irrigation water or rainfall must be applied or received within 24 hours of application.

**CITRUS** (Containerized)

Including: Calamondin, Citrus citron, Citrus hybrids (includes chironja, tangelo, and tangor). Grapefruit, Kumquat, Lemon, Lime, Mandarin (tangerine), Pummelo, Orange (sweet and sour), Tangelo, Satsuma mandarin, and other cultivars and/or hybrids of these.

**Pests Controlled**

**Rate**  
**mL/ft<sup>3</sup> Container Media**

Aphids	
Asian citrus psyllid	
Black fly	
Citrus leafminer	0.75
Leafhoppers/Sharpshooters	
Mealybugs	
Scales	
Whiteflies	
Citrus root weevil (larval complex)	1.25 to 2.50

**Pests/Diseases Suppressed#**

Citrus thrips	2.50
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**Restrictions**

Pre-Harvest Interval (PHI): **0 days**

Maximum Malice 2F Insecticide allowed per crop season: **2.5 milliliter per cubic foot container media**

**DO NOT** apply pre-bloom or during bloom or when bees are foraging.

**Instructions**

Determine volume of container and calculate dosage necessary to treat container. Apply calculated dosage of Malice 2F Insecticide per container as a soil drench or through low-pressure drip or trickle irrigation water. Use sufficient carrier volume to ensure thorough uniform distribution throughout the media without loss of gravitational water from the container. For optimal results, treatment should be made at planting prior to insect infestation. Retreat if necessary. For control of larvae of the citrus root weevil complex, application should be made prior to neonate larvae entering potting media. Utilize higher listed dosage for heavy infestations.

#Controls pests that may vector plant diseases.

**MALICE® 2F INSECTICIDE**  
**EPA REG. NO. 34704-893**

**CITRUS (Field)**

Including: Calamondin, Citrus, Citron, Citrus hybrids (includes chironja, tangelo, and tangor), Grapefruit, Kumquat, Lemon, Lime, Mandarin (tangerine), Pummelo, Orange (sweet and sour), Tangelo, Satsuma mandarin, and other cultivars and/or hybrids of these.

**Pests Controlled**

	<b>Rate</b> <b>Fl Ozs/Acre</b>
Aphids	
Asian citrus psyllid	
Black fly	
Citrus leafminer	16.0 to 32.0
Leafhoppers/Sharpshooters	
Mealybugs	
Scales	
Termites (FL only)	
Whiteflies	

**Pests/Diseases Suppressed#**

Symptoms of:

Citrus tristeza virus CTV through vector control

Citrus yellows

32.0

Thrips (foliage feeding thrips only)

**Restrictions**

Pre-Harvest Interval (PHI): **0 day**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.50 lb AI/acre)

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment. For optimum results, apply to newly planted trees or those previously trained to drip, trickle or micro-sprinkler irrigation. To break soil surface tension, lightly pre-wet soil prior to applications of Malice 2F Insecticide. Chemigation application can be made separate to normal irrigation but followed by 10 to 20 minutes of additional watering to move Malice 2F Insecticide into root zone. Allow 24 hours before initiating subsequent irrigations;
2. Soil surface band spray on both sides of the tree. Overlap bands at the base of the tree to create a continuous band within the drip-line area of the tree, to be followed immediately with light sprinkler irrigation sufficient to move the product into the upper portion of the root-zone. This method is suitable for very coarse soils with 0.75% organic matter or less;
3. Drench to base of tree not exceeding 1.0 quart total solution per tree immediately around trunk of tree and extending outward covering the entire fibrous root system of the tree. Only suitable for trees up to 8 feet tall;
4. For control of existing termite infestations, apply specified dosage in 1.0 to 4.0 quarts of total solution volume, depending on size of tree, as a drench application to the basal portion of the tree trunk and surrounding soil in the immediate vicinity of the tree trunk.

**COFFEE**

**Pests Controlled**

	<b>Rate</b> <b>Fl Ozs/Acre</b>
Aphids	16.0 to 32.0
Leafhoppers	
Leafminer	

**Pests/Diseases Suppressed#**

Scales	16.0 to 32.0
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**Restrictions**

Pre-Harvest Interval (PHI): **7 days**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.5 lb AI/acre)

Do not apply pre-bloom or during bloom or when bees are foraging.

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment.
2. Subsurface side-dress shanked into the root-zone on both sides of the plants followed by irrigation;
3. Basal, soil drench in sufficient water to insure incorporation into the root-zone followed by irrigation.

**MALICE® 2F INSECTICIDE**  
**EPA REG. NO. 34704-893**

**CRANBERRY**

**Pests Controlled**

**Rate**  
**fl Ozs/Acre**

Rootgrubs (Scarabaeidae)

Rootworms (Chrysomelidae)

16.0 to 32.0

**Restrictions**

Pre-Harvest Interval (PHI): **30 days**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.50 lb AI/acre)

**DO NOT** apply pre-bloom or during bloom or when bees are foraging.

**Instructions**

Apply Malice 2F Insecticide to moist soil. Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. As a soil spray (ground application) directed to the root and crown area using a minimum of 20.0 gallons of water per acre;
2. As a chemigation application with 600 to 1000 gallons water.

Immediately upon application, Malice 2F Insecticide must be incorporated into root-zone by 0.1 to 0.3 inch water per acre, either with the chemigation application or through irrigation/rainfall if not applied through chemigation. Inadequate incorporation within 24 hours of application may result in reduced control.

**Rootgrubs and Rootworms**

Best control may be achieved when application is made post-bloom immediately after bees are removed. Applications should target early instar larvae.

Malice 2F Insecticide has not been tested for crop response in tank mixes with other registered fungicides or insecticides. If tank mixing is desired, premix a sample of the Malice 2F Insecticide and the desired fungicide or insecticide partner at labeled rates and apply to a small area. Evaluate crop response within 48 hours and for at least 2 weeks prior to utilizing the tank mix on larger acreage. If crop injury results from the premix test, do not apply the tank mix to larger acreage.

**GRAPE**

Including: American bunch grape, Muscadine grape and Vinifera grape

**Pests Controlled**

**Rate**  
**fl Ozs/Acre**

Mealybugs

Leafhoppers/Sharpshooters

*Phylloxera*\* spp.

16.0 to 32.0

**Pests/Diseases Suppressed#**

Pierce's disease

24.0 to 32.0

**Restrictions**

Pre-Harvest Interval (PHI): **30 days**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.50 lb AI/acre)

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment;
2. Subsurface side-dress shanked into the root-zone on both sides of the plants followed by irrigation;
3. Hill drench in sufficient water to insure incorporation into the root-zone followed by irrigation.

For optimum results, make application(s) between bud-break and the pea-berry stage.

\*Repeated and regular use of Malice 2F Insecticide over several, consecutive growing seasons controls existing *Phylloxera* infestations over time or prevents *Phylloxera* from becoming established.

**MALICE® 2F INSECTICIDE**  
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**HOP**

<b>Pests Controlled</b>	<b>Rate Fl Ozs/Acre</b>
Aphids	19.2

**Restrictions**

Pre-Harvest Interval (PHI): **60 days**

Maximum Malice 2F Insecticide allowed per year: **19.2 fl ozs/acre** (0.3 lb AI/acre)

Use not permitted in California unless otherwise directed by state-specific 24(c) labeling.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment;
2. Subsurface side-dress shanked into the root-zone on both sides of the plants followed by irrigation;
3. Hill drench in sufficient water to insure incorporation into the root-zone followed by irrigation.

**POME FRUIT**

Including: Apple, Crabapple, Logquat, Mayhaw, Pear (including Oriental pear), Quince

<b>Pests Controlled</b>	<b>Rate Fl Ozs/Acre</b>
Aphids (including woolly apple aphid)	16.0 to 24.0
Leafhoppers	

**Restrictions**

Pre-Harvest Interval (PHI): **21 days**

Maximum Malice 2F Insecticide allowed per year: **24.0 fl ozs/acre** (0.38 lb AI/acre)

Do not apply pre-bloom or during bloom or when bees are foraging.

Use not permitted in California unless otherwise directed by state-specific 24(c) labeling.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in the following method:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment.

**POMEGRANATE**

<b>Pests Controlled</b>	<b>Rate Fl Ozs/Acre</b>
Aphids	16.0 to 32.0
Leafhoppers/Sharpshooters	
Whiteflies	

**Restrictions**

Pre-Harvest Interval (PHI): **0 day**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.5 lb AI/acre)

Do not apply pre-bloom or during bloom or when bees are foraging.

**Instructions**

Apply specified dosage of this product in the following method:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment.

**STONE FRUIT**

Including: Apricot, Cherry (including sweet and tart), Nectarine, Peach, Plum (including Chickasaw, Damson, and Japanese), Plumcot, Prune (fresh and dried)

**In-field, Soil Application**

<b>Pests Controlled</b>	<b>Rate Fl Ozs/Acre</b>
Aphids (including woolly apple aphid)	16.0 to 24.0
Leafhoppers	

**Restrictions**

Pre-Harvest Interval (PHI): **21 days**

Maximum Malice 2F Insecticide allowed per year: **24.0 fl ozs/acre** (0.38 lb AI/acre)

Do not apply pre-bloom or during bloom or when bees are foraging.

Use not permitted in California unless otherwise directed by state-specific 24(c) labeling.

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**MALICE® 2F INSECTICIDE**  
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**Stone Fruit cont'd.:**

**Instructions**

Apply specified dosage of Malice 2F Insecticide in the following method:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment.

**Pre-plant, Root Dip Application**

**Pests Controlled**

**Rate**  
**Fl Ozs/10.0 gals root-dip solution**

Black peach aphid (infesting roots)

2.0

Mix Malice 2F Insecticide at 2.0 fluid ounces per 10.0 gallons of water. Thoroughly wet bare-root transplant to slightly above the graft union by soaking roots in the Malice 2F Insecticide solution for up to 5 minutes. Allow solution to dry on roots and transplant trees as soon as possible following treatment.

**TROPICAL FRUIT**

Including: Acerola, Atemoya, Avocado, Birida, Black sapote, Canistel, Cherimoya, Custard apple, Feijoa, Guava, Jaboticaba, Llama, Longan, Lychee, Mamey sapote, Mango, Papaya, Passionfruit, Persimmon, Pulasan, Rambutan, Sapodilla, Soursop, Spanish lime, Star apple, Starfruit, Sugar apple, Wax jambu

**Pests Controlled**

**Rate**  
**Fl Ozs/Acre**

Aphids

Leafhoppers

24.0 to 32.0

Whiteflies

**Pests/Diseases Suppressed#**

Scales

32.0

**Restrictions**

Pre-Harvest Interval (PHI): **6 days**

Maximum Malice 2F Insecticide allowed per application: **32.0 fl ozs/acre** (0.50 lb AI/acre)

Do not apply pre-bloom or during bloom or when bees are foraging.

Use not permitted in California unless otherwise directed by state-specific 24(c) labeling.

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in the following method:

1. Chemigation through low-pressure drip, trickle, micro-sprinkler or equivalent equipment.

**TREE NUTS (except Almond)**

Beechnut, Brazil nut, Butternut, Cashew, Chestnut, Chinquapin, Filbert, Hickory nut, Macadamia nut, Pecan, Pistachio, Walnut (black and English)

**Pests Controlled**

**Rate**  
**Fl Ozs/Acre**

Aphids

16.0 to 32.0

Leafhoppers/Sharpshooters

Mealybugs

Spittlebugs

Termites

Whiteflies

**Pests/Diseases Suppressed#**

Pecan scab (from reduction in honeydew deposition)

24.0 to 32.0

Thrips (foliage-feeding thrips only)

32.0

**Restrictions**

Pre-Harvest Interval (PHI): **7 days**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.50 lb AI/acre)

Do not apply pre-bloom or during bloom or when bees are foraging.

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage prior to or at onset of pest infestation in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment. Pre-wet soil prior to applications of this product and allow soil to dry following application and prior to subsequent irrigation;
2. Emitter or spot application in a minimum of 4.0 fluid ounces of mixture per emitter site;

*Cont'd. next page*

**MALICE® 2F INSECTICIDE**  
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***Tree Nuts (except Almond) cont'd.:***

3. Shank or subsurface side-dress, injected to a depth just above or just within the root zone and between the trunk and drip line of the tree canopy. Apply product in a minimum of 10.0 gallons per acre using multiple shanks on both sides of trees. Ensure product placement is below sod or orchard floor debris. Follow with irrigation over entire treated area within 48 hours to promote uptake by root system.
4. For control of termites, apply specified dosage to slightly moist soil as a high-volume drench to the basal portion of the tree trunk and surrounding soil in the immediate vicinity of the tree trunk. Utilize sufficient carrier volume to penetrate the soil to a depth of 18 to 24 inches to obtain optimum control. Allow soil to dry following treatment and prior to applying any irrigation.

Use the higher listed rates when applied by shank or subsurface side-dress, used on larger trees, soils are high in clay content, high plant populations exist, and/or where extended control is desired. Under some conditions, control may not occur for 14 or more days or until two (2) irrigations have been made. Applications made later in the season may result in reduced efficacy.

**OTHER SITES**

**CHRISTMAS TREE**

**Pests Controlled**

**Rate**  
**Fl Ozs/Acre**

White grub complex  
 (damage from grubs of Asiatic garden beetle,  
 European and Masked chafer, Japanese beetle  
 and Oriental beetle)

16.0 to 32.0

**Restrictions**

Maximum Malice 2F Insecticide allowed per year: **32.0 fl ozs/acre** (0.5 lb AI/acre)

**Instructions**

Soil incorporation and movement of this product to the root-zone is required for activity. This product can be incorporated most readily when applied to moist soil. Apply specified dosage in one of the following methods:

1. Chemigation into root-zone through low-pressure drip, trickle, micro-sprinkler or equivalent equipment;
2. 18-inch band on each side of the row (small trees) to full broadcast application (large trees) followed by rainfall or 0.25 to 1 inch of irrigation within 12 hours after application.

For optimal grub control, apply this product during adult flight activity, or up to mid-July, when first instar larvae are present.

**POPLAR/COTTONWOOD**

(Includes members of the genus *Populus* grown for pulp or timber)

**Pests Controlled**

**Rate**  
**Fl Ozs/Acre**

Aphids  
 Cottonwood leaf beetle

16.0 to 32.0

**Pests/Diseases Suppressed#**

*Phylloxera popularia*

16.0 to 32.0

**Restrictions**

Maximum Malice 2F Insecticide allowed at-plant per year: **32.0 fl ozs/acre** (0.50 lb AI/acre)

Do not apply pre-bloom or during bloom or when bees are foraging.

Use not permitted in California unless otherwise directed by state-specific 24(c) labeling.

#Controls pests that may vector plant diseases.

**Instructions**

Apply specified dosage of Malice 2F Insecticide in the following method:

1. Chemigation through low-pressure drip irrigation.

For Cottonwood leaf beetle, protection against damage will occur when application is made early, when the beetles first begin feeding. Larger trees may require earlier treatment as a result of slower uptake.

For *Phylloxera*, apply early in the year, from break of dormancy through May.

**MALICE® 2F INSECTICIDE**  
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**APPLICATION TO TURFGRASS**

Use Malice 2F Insecticide for the control of listed soil inhabiting pests of turfgrass, including Northern & Southern masked chafers, *Cyclocephala borealis*, *C. immaculata*, and/or *C. lurida*; Asiatic garden beetle, *Maladera castanea*; European chafer, *Rhizotrogus majalis*; Green June beetle, *Cotinis nitida*; May or June beetle, *Phyllophaga* spp.; Japanese beetle, *Popillia japonica*; Oriental beetle, *Anomala orientalis*; Billbugs, *Sphenophorus* spp.; Annual bluegrass weevil, *Listronotus* spp.; Black turfgrass ataenius, *Ataenius spre-tulus* and *Aphodius* spp.; European crane fly, *Tipula paludosa*; and Mole crickets, *Scapteriscus* spp. Use this product for suppression of Cutworms and Chinch bugs. Use as directed on turfgrass on residential lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, and athletic fields.

The active ingredient in this product has sufficient residual activity so that applications can be made preceding the egg laying activity of the target pests. Base the need for an application on historical monitoring of the site, previous records or experiences, current season adult trapping or other methods. Make applications prior to egg hatch of the target pests, followed by sufficient irrigation or rainfall to move the active ingredient through the thatch.

**RESTRICTIONS**

- **DO NOT** make applications when turfgrass areas are waterlogged or the soil is saturated with water. Adequate distribution of the active ingredient cannot be achieved when these conditions exist.
- The treated turf area must be in such a condition that the rainfall or irrigation will penetrate vertically in the soil profile.
- Applications cannot exceed a total of 1.6 pints (0.4 lb AI) per acre per year.
- **DO NOT** apply this product in a way that will contact people or pets.
- **DO NOT** allow children or pets to enter treated areas until sprays have dried.

**Application Methods**

Apply this product in sufficient water to provide adequate distribution in the treated area. The use of accurately calibrated equipment normally used for the application of turfgrass insecticides is required. Use equipment which will produce a uniform, coarse droplet spray, using a low pressure setting to eliminate off target drift. Check calibration periodically to ensure that equipment is working properly.

**TURFGRASS**

PEST	USE RATE	APPLICATION INSTRUCTIONS
<b>Larvae of:</b>	1.25 to 1.6 pts/A	For control of Grubs, Billbugs, Annual bluegrass weevil, and European crane fly make application prior to egg hatch of the target pest. Read " <b>Application Methods</b> " section for Application to Turfgrass.
Annual bluegrass weevil	OR	
Asiatic garden beetle	0.46 to 0.6 fl oz	
Billbugs	(14.0 to 17.0 mL)/	
Black turfgrass ataenius	1000 sq ft	
Cutworms (suppression)		
European chafer		
European crane fly		
Green June beetle		
Japanese beetle		
Northern masked chafer		
Oriental beetle		
<i>Phyllophaga</i> spp.		
Southern masked chafer		
Chinchbugs (suppression)	1.6 pts/A	For suppression of Chinchbugs, make application prior to or during the hatching of the first instar nymphs. For control of Mole crickets, make application prior to or during the peak egg hatch period. When adults or large nymphs are present and actively tunneling, accompany the application of this product with a remedial insecticide. Follow the most restrictive label instructions when tank mixing.
Mole crickets	OR	
	0.6 fl oz (17.0 mL)/ 1000 sq ft	

Consult your local turf, state Agricultural Experiment Station, or State Extension Service Specialists for more specific information regarding timing of application.

**RESTRICTIONS:**

- **DO NOT** apply more than 25.6 fl ozs (1.6 pts) (0.4 lb AI) per acre per year.
- **DO NOT** mow turf or lawn area until after sufficient irrigation or rainfall has occurred so that uniformity of application will not be affected.
- Irrigation or rainfall must occur within 24 hours after application to move the active ingredient through the thatch.

**MALICE® 2F INSECTICIDE**  
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**APPLICATION TO LANDSCAPE ORNAMENTALS**

Use this product on ornamentals in and around the perimeter of commercial and residential landscapes and interior plantscapes. It is a systemic product and will be translocated upward into the plant system from root uptake. Apply this product to areas where the growing portion of the target plant can absorb the active ingredient. The addition of a nitrogen containing fertilizer, where applicable, into the solution has been shown to enhance the uptake of the active ingredient. Application can be made by foliar application or soil applications; including soil injection, drenches, and broadcast sprays. Foliar applications offer locally systemic activity against insect pests.

When making soil applications to plants with woody stems, systemic activity will be delayed until the active ingredient is translocated throughout the plant. In some cases, this translocation delay could take 60 days or longer. For this reason, make applications prior to anticipated pest infestation to achieve control.

Outdoor applications cannot exceed a total of 25.6 fluid ounces (1.6 pints) (0.4 pound of active ingredient) per acre per year.

**Ant Management Programs**

Use this product to control Aphids, Scale insects, Mealybugs and other sucking pests on ornamentals to limit the honeydew available as a food source for ant populations. Applications can then be supplemented with residual sprays, bait placements or other ant control tactics to further reduce the pest population.

**Application Methods**

Mix product with the required amount of water and apply as desired dependent upon the selected use pattern. When making foliar applications on hard-to-wet foliage such as holly, pine, or ivy, the addition of a spreader/sticker will improve coverage. If concentrate or mist type spray equipment is used, apply an equivalent amount of product on the area sprayed, as would be used in a dilute application. This insecticide has been found to be compatible with commonly used fungicides, miticides, liquid fertilizers, and other commonly used insecticides. The physical compatibility of this product may vary with different sources of pesticide products and local cultural practices. Prepare, on a small scale (pint or quart jar), any tank mixture which has not been previously tested by using the proper proportions of pesticides and water to ensure the physical compatibility of the mixture.

**RESTRICTION:**

- **DO NOT** apply through any irrigation system.
- **DO NOT** apply this product in a way that will contact people or pets.
- **DO NOT** allow children or pets to enter treated areas until sprays have dried.

**ORNAMENTAL TREES, SHRUBS, EVERGREENS, FLOWERS, FOLIAGE PLANTS, GROUNDCOVERS, INTERIOR PLANTSCAPES** (in and around the perimeter of industrial and commercial buildings and residential areas)

**FOLIAR APPLICATIONS**

PEST	USE RATE	APPLICATION INSTRUCTIONS
Adelgids	1.7 fl ozs (50.0 mL) /100 gals of water	Start treatments prior to establishment of high pest populations and reapply on an as needed basis. For resistance management purposes, do not follow an imidacloprid foliar application with a soil application in the same crop.
Aphids		
Asian longhorned beetle		
Japanese beetles (adults)		
Lace bugs		
Leaf beetles (including Elm and Viburnum leaf beetles)		
Leafhoppers (including Glassy-winged sharpshooter)		
Leafminers		
Mealy bugs		
Sawfly larvae		
Thrips (suppression)		
Whiteflies		

**BROADCAST APPLICATIONS**

PEST	USE RATE	APPLICATION INSTRUCTIONS
White grub larvae (such as Japanese beetle larvae, chafers, <i>Phyllophaga</i> spp., Asiatic garden beetle; Oriental beetle)	0.46 to 0.6 fl oz (14.0 to 18.0 mL) /1000 sq ft	Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. <b>DO NOT</b> use less than 2.0 gals of water/1000 sq ft. Irrigate thoroughly to incorporate this insecticide into the upper soil profile. Refer to use directions (found below) specific for Flowers and Ground Covers.

**RESTRICTIONS:**

- **DO NOT** apply more than 25.6 fl ozs (1.6 pts) (0.4 lbs AI) per acre per year.
- **DO NOT** harvest or consume fruits or nuts from trees that have been treated within 1 year of application.
- **DO NOT** apply through any irrigation system
- **DO NOT** apply this product by any application method to linden, basswood or other *Tilia* species in the State of Oregon.

**MALICE® 2F INSECTICIDE**  
**EPA REG. NO. 34704-893**

**ORNAMENTAL TREES, SHRUBS, FLOWERS AND GROUNDCOVERS** (in and around the perimeter of industrial and commercial buildings and residential areas, and state, national, and private wooded and forested areas for the insect pests listed below)

PEST	USE RATE	APPLICATION SITE
	<b>TREES</b>	
Adelgids Alder borer Aphids Armored scales (suppression) Asian longhorned beetle Black vine weevil larvae Bronze birch borer Emerald ash borer Eucalyptus longhorned borer Flatheaded borers (including Bronze birch and Alder) Japanese beetles Lace bugs Leaf beetles (including Elm and Viburnum leaf beetles) Leafhoppers (including Glassy-winged sharpshooter) Leafminers Mealybugs Pine tip moth larvae Psyllids Royal palm bugs Sawfly larvae* Soft scales Thrips (suppression) White grub larvae Whiteflies	<b>For TREES:</b> Use the following rates as a function of tree diameter at breast height (DBH): Apply 0.1 to 0.4 fl oz (3.0 to 12.0 mL)/inch of trunk diameter (DBH). You may use the higher listed rate (0.3 to 0.4 fl oz) only for trees >15 inches (DBH) to control: Alder borer, Asian longhorned beetle, Bronze birch borer, Emerald ash borer, and Eucalyptus longhorned borer <b>RESTRICTION: DO NOT</b> apply more than 25.6 fl ozs (0.4 lb AI)/A/year. Diameter at Breast Height (DBH) is measured at 4.5 ft from the ground.	<b>Soil Injection: GRID SYSTEM:</b> Holes must be spaced on 2.5 ft centers, in a grid pattern, extending to the drip line of the tree. <b>CIRCLE SYSTEM:</b> Apply in holes evenly spaced in circles (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. <b>BASAL SYSTEM:</b> Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base. Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. Keep the treated area moist for 7 to 10 days. <b>DO NOT</b> use less than 4 holes/tree. <b>NEW YORK SPECIFIC RESTRICTION: No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.</b> <b>Soil Drench:</b> Uniformly apply the dosage in no less than 10.0 gals of water/1000 sq ft as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone. <b>For Control of Specified Borers:</b> Application to trees already heavily infested may not prevent the eventual loss of the trees due to existing pest damage and tree stress. <b>Basal Drench using Slow Release Irrigation Bags (such as Treegator® 15, 20, or 50 Gallon capacity):</b> Follow manufacturer's instructions for installation and setup of drip irrigation water bag. Fill bag to 1/4 capacity with irrigation water. Add the specified rate of this product for the tree diameter to which the bag is attached. Add remaining volume of water needed to fill bag.

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**Ornamental Trees, Shrubs, Flowers and Groundcovers** (in and around the perimeter of industrial and commercial buildings and residential areas, and state, national, and private wooded and forested areas for the insect pests listed below) **cont'd.:**

PEST	USE RATE	APPLICATION SITE
<b>SHRUBS</b>		
Adelgids Alder borer Aphids Armored scales (suppression) Black vine weevil larvae Bronze birch borer Eucalyptus longhorned borer Flatheaded borers (including Bronze birch and Alder) Japanese beetles Lace bugs Leaf beetles (including Elm and Viburnum leaf beetles) Leafhoppers (including Glassy-winged sharpshooter) Leafminers Mealybugs Pine tip moth larvae Psyllids Royal palm bugs Sawfly larvae* Soft scales Thrips (suppression) White grub larvae Whitflies	0.1 to 0.2 fl oz (3.0 to 6.0 mL)/ft of shrub height	<b>Soil Injection:</b> Apply to individual plants using dosage indicated. Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. Keep the treated area moist for 7 to 10 days. <b>DO NOT</b> use less than 4 holes/shrub. <b>NEW YORK SPECIFIC RESTRICTION: No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.</b> <b>Soil Drench:</b> Uniformly apply the dosage in no less than 10.0 gals of water/1000 sq ft as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone. <b>Basal Drench using Slow Release Irrigation Bags (such as Tregator 15, 20, or 50 Gallon capacity):</b> Follow manufacturer's instructions for installation and setup of drip irrigation water bag. Fill bag to 1/4 capacity with irrigation water. Add the specified rate of this product for the shrub height to which the bag is attached. Add remaining volume of water needed to fill bag.
<b>FLOWERS &amp; GROUNDCOVERS</b>		
	0.46 to 0.6 fl oz (14.0 to 17.0 mL)/1000 sq ft	Apply as a broadcast treatment before or after planting, prior to bloom or after all flower petals have fallen off for established plants. Irrigate immediately following application to established plants.

**APPLICATION INSTRUCTIONS**

\*Pine sawfly larvae feed on mature foliage beginning in early spring. Make treatments in the fall before pine sawfly emergence in spring to allow adequate time for imidacloprid translocation into mature foliage.

**RESTRICTIONS:**

- **DO NOT** apply more than 25.6 fl ozs (1.6 pts) (0.4 lb AI) per acre per year.
- **DO NOT** harvest or consume fruits or nuts from trees that have been treated within 1 year of application.
- **DO NOT** apply through any irrigation system.
- **DO NOT** apply this product by any application method to linden, basswood or other *Tilia* species in the State of Oregon.

**POME FRUITS: Apple, Crabapple, Loquat, Mayhaw, Pear, Pear (oriental), Quince** (around perimeter of industrial and commercial buildings and on residential areas)

PEST	USE RATE
Aphids (except Woolly apple aphid) Leafhoppers (including Glassy-winged sharpshooter) Leafminer Mealybugs* San Jose scale*	1.5 fl ozs (45.0 mL) /100 gals of water       6.0 fl ozs/A <sup>1</sup>

**APPLICATION INSTRUCTIONS**

Apply specified dosage as foliar spray as needed after petal-fall is complete.  
 For control of Rosy apple aphid, apply prior to leafrolling caused by the pest.  
 For first generation Leafminer control, make first application as soon as petal-fall is complete. Greatest Leafminer control will result from the earliest possible application. For second and succeeding generations of Leafminer, optimal control is obtained from applications made early in the adult flight against egg and early instar larvae. A second application may be required 10 days later if severe pressure continues or if generations are overlapping. A single application may result in suppression only. This product will not control late stage larvae.  
 For San Jose scale, time applications to the crawler stage. Treat each generation.  
 For late season (preharvest) control of Leafhopper species, apply this product while most leafhoppers are in the nymphal stage.  
 For control of Mealybugs, insure good spray coverage of the trunk and scaffolding limbs or other resting sites of the Mealybugs.

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**Pome Fruits: Apple, Crabapple, Loquat, Mayhaw, Pear, Pear (oriental), Quince** (around perimeter of industrial and commercial buildings and on residential areas) *cont'd.*:

<sup>1</sup>The amount of this product required per acre will depend on tree size and volume of foliage present. The rate per acre is based on a standard of 400 gallons of dilute spray solution per acre for large trees.

**RESTRICTIONS:**

- **DO NOT** apply more than 25.6 fl ozs per acre per year.
- **DO NOT** apply more than 6.0 fl ozs per acre in a single application.
- **DO NOT** make more than 4 applications per year.
- Allow 10 or more days between applications.
- Allow at least 7 days between last application and harvest.

\*Not for use in California for control on pears.

**PECANS\*** (around perimeter of industrial and commercial buildings and on residential areas)

PEST	USE RATE	
Black margined aphid	1.5 fl ozs (45.0 mL)	6.0 fl oz/A <sup>1</sup>
Pecan leaf phylloxera	/100 gals of water	
Pecan spittlebug		
Pecan stem phylloxera		
Yellow pecan aphid		

**APPLICATION INSTRUCTIONS**

Make foliar applications as pests begin to build before populations become extreme. Two applications at a 10- to 14-day interval may be required to achieve control. Scout and retreat if needed. Thorough uniform coverage of foliage is necessary for control. Addition of an organosilicone-based spray adjuvant at a rate not to exceed the adjuvant manufacturer's specified use rate may improve coverage.

<sup>1</sup>The amount of this product required per acre will depend on tree size and volume of foliage present. The rate per acre is based on a standard of 400 gallons of dilute spray solution per acre for large trees.

**RESTRICTIONS:**

- Pre-Harvest Interval (PHI): **7 days**
  - **DO NOT** apply more than a total of 18.0 fl ozs of this product per acre per year.
  - **DO NOT** make more than 3 applications per year.
  - Allow 10 or more days between applications.
  - **DO NOT** apply through any irrigation system.
- \*Use on pecans not permitted in California unless otherwise directed by state-specific 24(c) labeling.

**GRAPES:** (around perimeter of industrial and commercial buildings and on residential areas)

PEST	USE RATE	
Leafhoppers (including	1.5 fl ozs (45 mL)	3.0 fl oz/A <sup>1</sup>
Glassy-winged sharpshooter)	/100 gals of water	
Mealybugs*		

**APPLICATION INSTRUCTIONS**

<sup>1</sup>Apply specified dosage as a foliar spray using 200 gallons of water per acre.

**RESTRICTIONS:**

- **DO NOT** apply more than a total of 6.0 fl ozs of this product per acre per year.
- Allow at least 14 days between applications.
- Applications may be applied up to and including day of harvest.
- **DO NOT** apply through any irrigation system.

**CITRUS: Citrus and Citrus hybrids, Orange (sweet and sour), Calamondin, Grapefruit, Kumquat, Lemon, Lime, Pummelo, Tangerine, Tangelo** (around perimeter of industrial and commercial buildings and on residential areas)

PEST	USE RATE	
Aphids	1.5 fl ozs (45.0 mL)	6.0 fl oz/A <sup>1</sup>
Asian citrus psyllid	/100 gals of water	
Black fly		
Citrus leafminer		
Leafhoppers/Sharpshooters		
Mealybugs		
Scales		
Termites (FL only)		
Whiteflies		

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***Citrus cont'd.:***

**APPLICATION INSTRUCTIONS**

Apply specified dosage as foliar spray as needed after petal-fall is complete.

For first generation Leafminer control, make first application as soon as petal-fall is complete. Greatest Leafminer control will result from the earliest possible application. For second and succeeding generations of Leafminer, optimal control is obtained from applications made early in the adult flight against egg and early instar larvae. A second application may be required 10 days later if severe pressure continues or if generations are overlapping. A single application may result in suppression only. This product will not control late stage larvae.

For late season (preharvest) control of Leafhopper species, apply this product while most Leafhoppers are in the nymphal stage.

For control of Mealybugs, insure good spray coverage of the trunk and scaffolding limbs or other resting sites of the Mealybugs.

<sup>1</sup>The amount of this product required per acre will depend on tree size and volume of foliage present. The rate per acre is based on a standard of 400 gallons of dilute spray solution per acre for large trees.

**RESTRICTIONS:**

- **DO NOT** apply more than 32.0 fl ozs (0.5 lb AI) per acre per year.
- **DO NOT** apply more than 6.0 fl ozs per acre in a single application.
- **DO NOT** make more than 5 applications per year.
- Allow 10 or more days between applications.
- Allow at least 7 days between last application and harvest.
- **DO NOT** apply through any irrigation system.
- **DO NOT** apply pre-bloom or during bloom or when bees are foraging.

**AVOCADO:** (around perimeter of industrial and commercial buildings and on residential areas)

**PEST**

**USE RATE**

Aphids	1.5 fl ozs (45.0 mL)	6.0 fl oz/A <sup>1</sup>
Avocado lacebug	/100 gals of water	
Leafhoppers		
Whiteflies		

**APPLICATION INSTRUCTIONS**

<sup>1</sup>The amount of this product required per acre will depend on tree size and volume of foliage present. The rate per acre is based on a standard of 400 gallons of dilute spray solution per acre for large trees.

**RESTRICTIONS:**

- **DO NOT** apply more than a total of 6.0 fl ozs of this product per acre per year.
- Allow at least 14 days between applications.
- Allow at least 7 days between application and harvest.
- **DO NOT** apply through any irrigation system.
- **DO NOT** apply pre-bloom or during bloom or when bees are foraging.

**APPLICATION TO GRASSY AREAS IN NURSERIES**

This product can be used for the control of listed soil inhabiting pests of grassy areas of nurseries, including Northern and Southern masked chafers, *Cyclocephala borealis*, *C. immaculata*, and/or *C. lurida*; Asiatic garden beetle, *Maladera castanea*; European chafer, *Rhizotrogus majalis*; Green June beetle, *Cotinis nitida*; May or June beetle, *Phyllophaga* spp.; Japanese beetle, *Popillia japonica*; Oriental beetle, *Anomala orientalis*; Billbugs, *Sphenerophorus* spp.; Annual bluegrass weevil, *Hyperodes* spp.; Black turfgrass ataenius, *Ataenius spretulus* and *Aphodius* spp. and Mole crickets, *Scapteriscus* spp. This product can also be used for suppression of Cutworms and Chinch bugs. This product can be used as directed on nursery grass in sites such as under or around field or container grown plants, on roadways or other grassy areas in or around nurseries.

The active ingredient in this product has sufficient residual activity so that applications can be made preceding the egg laying activity of the target pests. The need for an application can be based on historical monitoring of the site, previous records or experiences, current season adult trapping or other methods. When applications are made prior to egg hatch of the target pests, sufficient irrigation or rainfall is needed within 24 hours to allow the movement of the active ingredient through the thatch.

**RESTRICTIONS:**

- **DO NOT** use this product on commercial sod farms.
- **DO NOT** make application when grassy areas are waterlogged or the soil is saturated with water.
- Adequate distribution of the active ingredient cannot be achieved when these conditions exist.
- The treated grassy area must be in such a condition that the rainfall or irrigation will penetrate vertically in the soil profile.
- Application cannot exceed a total of 25.6 fl ozs (1.6 pts) (0.4 lb AI) per acre per year.
- **DO NOT** apply this product in a way that will contact people or pets.
- **DO NOT** allow children or pets to enter treated areas until sprays have dried.

**Application Equipment for Use on Grassy Areas in Nurseries**

Apply this product in sufficient water to provide adequate distribution in the treated area. The use of accurately calibrated equipment normally used for the application of soil insecticides is required. Use equipment which will produce a uniform, coarse droplet spray, using a low pressure setting to eliminate off target drift. Check calibration periodically to ensure that equipment is working properly.

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**GRASSY AREAS OF FIELD AND FOREST NURSERIES**

<b>PEST</b>	<b>USE RATE</b>
<b>Larvae of:</b>	19.2 to 25.6 fl ozs/A (1.25 to 1.6 pt/A)
Annual bluegrass weevil	OR
Asiatic garden beetle	0.46 to 0.6 fl oz (14.0 to 17.0 mL)/1000 sq ft
Billbugs	
Black turfgrass ataenius	
Cutworms (suppression)	
European chafer	
European crane fly	
Green June beetle	
Japanese beetle	
Northern masked chafer	
Oriental beetle	
<i>Phyllophaga</i> spp.	
Southern masked chafer	
Chinchbugs (suppression)	25.6 fl ozs/A (1.6 pts/A)
Mole crickets	OR
	0.6 fl oz (17.0 mL)/1000 sq ft

**APPLICATION INSTRUCTIONS**

For control of Grubs, Billbugs and Annual bluegrass-weevil, make application prior to egg hatch of the target pest.

Read **"APPLICATION EQUIPMENT"** section of this label.

For suppression of Chinchbugs, make application prior to or during the hatching of the first instar nymphs. For control of Mole crickets make application prior to or during the peak egg hatch period. When adults or large nymphs are present and actively tunneling, accompany the application of this product with a remedial insecticide. Follow the most restrictive label instructions when tank-mixing.

Consult your local turf, state Agricultural Experiment Station, or State Extension Service Specialists for more specific information regarding timing of application.

**Restrictions**

- **DO NOT** apply more than 25.6 fl ozs (1.6 pts) (0.4 lb AI) per acre per year.
- Irrigation or rainfall must occur within 24 hours after application to move the active ingredient through the thatch.
- **DO NOT** mow turf or lawn area until after sufficient irrigation or rainfall has occurred.

**APPLICATION TO ORNAMENTALS AND VEGETABLE PLANTS**

**(Nurseries, Greenhouses, Interior Landscapes)**

This product is for insect control on ornamental and commercial vegetable plants in nurseries and greenhouses and interior landscapes. This product is a systemic product and will be translocated upward into the plant system. To assure optimum effectiveness, the product must be placed where the growing portion of the target plant can absorb the active ingredient. The addition of a nitrogen containing fertilizer, where applicable, into the solution may enhance the uptake of the active ingredient. Application can be made by foliar application or soil applications, including soil injection, drenches, and broadcast sprays.

When making soil applications to plants with woody stems, systemic activity will be delayed until the active ingredient is translocated throughout the plant. Make application prior to anticipated pest infestation.

**RESTRICTION:** Outdoor applications cannot exceed a total of 25.6 fluid ounces (1.6 pints) (0.4 pound of active ingredient) per acre per year, except for things grown in pots, containers, flats or on benches. **DO NOT** apply this product by any application method to linden, basswood or other *Tilia* species in the State of Oregon.

**Bark Media:** Media with 30% or more bark content may confer a shorter period of protection when treated with this product.

**Resistance:** Some insects are known to develop resistance to insecticides after repeated use. Because the development of resistance cannot be predicted, the use of this product must conform to resistance management strategies established for the use area. Consult your local or state pest management authorities for details.

**Application Equipment for Ornamentals and Vegetable Plants**

Mix product with the required amount of water and apply as specified for the selected use pattern.

When making foliar applications on hard-to-wet foliage such as holly, pine, or ivy, the addition of a spreader/sticker will improve coverage. If concentrate or mist type spray equipment is used, apply an equivalent amount of product on the area sprayed, as would be used in a dilute application.

This product has been found to be compatible with commonly used fungicides, miticides, liquid fertilizers, and other commonly used insecticides. The physical compatibility of this product may vary with different sources of pesticide products and local cultural practices. For any tank mixture that has not been previously tested, prepare on a small scale (pint or quart jar), using the proper proportions of pesticides and water to ensure the physical compatibility of the mixture.

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**FOLIAR & BROADCAST APPLICATIONS: ORNAMENTAL TREES (including non-bearing fruit & nut trees), SHRUBS, EVERGREENS, FLOWERS, FOLIAGE PLANTS, GROUNDCOVERS, INTERIOR PLANTSCAPES, VEGETABLE PLANTS\*** (around field-grown nursery and container stock, indoor and outdoor ornamentals (including both greenhouse and interior plantscapes) and ornamentals grown in flats, benches or beds)

**FOLIAR APPLICATIONS**

<b>PEST</b>	<b>USE RATE</b>	<b>APPLICATION INSTRUCTIONS</b>
Adelgids	1.7 fl ozs (50.0 mL)	Start treatments prior to establishment of high pest populations and reapply on an as needed basis. For resistance management purposes, <b>DO NOT</b> make an imidacloprid foliar application following a soil application in the same crop.
Aphids	/100 gals of water	
Japanese beetles (adults)		
Lace bugs		
Leaf beetles (including Elm and Viburnum leaf beetles)		
Leafhoppers (including Glassy-winged sharpshooter)		
Leafminers		
Mealybugs		
Sawfly larvae		
Thrips (suppression)		
Whiteflies		

**BROADCAST APPLICATIONS**

<b>PEST</b>	<b>USE RATE</b>	<b>APPLICATION INSTRUCTIONS</b>
White grub larvae (such as Japanese beetle larvae, chafers, <i>Phyllophaga</i> spp., Asiatic garden beetle, Oriental beetle)	0.46 to 0.6 fl oz (14.0 to 17.0 mL) /1000 sq ft	Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. <b>DO NOT</b> use less than 2.0 gals of water/1000 sq ft. Irrigate thoroughly to incorporate this insecticide into the upper soil profile. Refer to specific use directions (found below), for Flowers and Ground Covers.

**RESTRICTIONS:**

\*Only for use on the following vegetable plants intended for resale: Broccoli, Chinese Broccoli, Broccoli Raab, Brussels Sprouts, Cabbage, Chinese Cabbage, Cauliflower, Collards, Eggplant, Ground Cherry, Kale, Kohlrabi, Lettuce, Mustard Greens, Pepinos, Peppers, Potatoes, Rape Greens, Sorghum, Sugarbeets, Tomatillo, and Tomato.

Outdoor applications cannot exceed a total of 25.6 fl ozs (1.6 pts) (0.4 lbs AI) per acre per year, except for things grown in pots, containers, flats or on benches.

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**SOIL APPLICATIONS: NURSERY, GREENHOUSE AND INTERIORESCAPE PLANTS**

PEST	USE RATE	APPLICATION SITE
Adelgids Alder borer Aphids Armored scales (suppression) Black vine weevil larvae Bronze birch borer Eucalyptus longhorned borer Flatheaded borers (including Bronze birch and Alder) Japanese beetles Lace bugs Leaf beetles (including Elm and Viburnum leaf beetles) Leafhoppers (including Glassy-winged sharpshooter) Leafminers Mealybugs Pine tip moth larvae Psyllids Royal palm bugs Sawfly larvae* Soft scales Thrips (suppression) White grub larvae Whiteflies	<b>TREES</b> <b>For TREES:</b> Use the following rates as a function of tree diameter at breast height (DBH): Apply 0.1 to 0.4 fl oz (3.0 to 6.0 mL)/inch of trunk diameter (DBH). You may use the higher listed rate (0.3 to 0.4 fl oz) only for trees >15 inches (DBH) to control: Eucalyptus longhorned borer, Bronze birch borer, and Alder borer <b>RESTRICTION: DO NOT</b> apply more than 25.6 fl ozs (0.4 lb AI)/A/year. Diameter at Breast Height (DBH) is measured at 4.5 ft from the ground.	<b>Soil Injection: GRID SYSTEM:</b> Holes must be spaced on 2.5 ft centers, in a grid pattern, extending to the drip line of the tree. <b>CIRCLE SYSTEM:</b> Apply in holes evenly spaced in circles, (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. <b>BASAL SYSTEM:</b> Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base. Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. Keep the treated area moist for 7 to 10 days. <b>DO NOT</b> use less than 4 holes/tree. <b>NEW YORK SPECIFIC RESTRICTION: No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.</b> <b>Soil Drench:</b> Uniformly apply the dosage in no less than 10.0 gals of water/1000 sq ft as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone. <b>For Control of Specified Borers:</b> Application to trees already heavily infested may not prevent the eventual loss of the trees due to existing pest damage and tree stress. <b>Basal Soil Drench using Slow Release Irrigation Bags (such as Treegator® 15, 20, or 50 Gallon capacity):</b> Follow manufacturer's instructions for installation and setup of drip irrigation water bag. Fill bag to 1/4 capacity with irrigation water. Add the specified rate of this product for the tree diameter to which the bag is attached. Add remaining volume of water needed to fill bag.
	<b>SHRUBS</b> 0.1 to 0.2 fl oz (3.0 to 6.0 mL)/ft of shrub height	<b>Soil Injection:</b> Apply to individual plants using dosage indicated. Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. Keep the treated area moist for 7 to 10 days. <b>DO NOT</b> use less than 4 holes/shrub. <b>NEW YORK SPECIFIC RESTRICTION: No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.</b> <b>Soil Drench:</b> Uniformly apply the dosage in no less than 10.0 gals of water/1000 sq ft as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone. <b>Basal Soil Drench Using Slow Release Irrigation Bags (such as Treegator 15, 20, or 50 Gallon capacity):</b> Follow manufacturer's instructions for installation and setup of drip irrigation water bag. Fill bag to 1/4 capacity with irrigation water. Add the specified rate of this product for the shrub height to which the bag is attached. Add remaining volume of water needed to fill bag.
	<b>FLOWERS &amp; GROUNDCOVERS</b> 0.46 to 0.6 fl oz (14.0 to 17.0 mL) /1000 sq ft	Apply as a broadcast treatment before or after planting, prior to bloom or after all flower petals have fallen off for established plants. Irrigate immediately following application to established plants.

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***Soil Applications: Nursery, Greenhouse and Interiorscape Plants cont'd.:***

**APPLICATION INSTRUCTIONS**

\*Pine sawfly larvae feed on mature foliage beginning in early spring. Make treatments in the fall before Pine sawfly emergence in spring to allow adequate time for imidacloprid translocation into mature foliage.

**RESTRICTIONS:**

- Outdoor applications cannot exceed a total of 25.6 fl ozs (1.6 pts) (0.4 lbs AI) per acre per year, except for things grown in pots, containers, flats or on benches.

**SOIL APPLICATIONS: FIELD AND FOREST NURSERIES**

PESTS	FL OZS/1000 FT OF ROW	FL OZS/1000 SQ FT
For control of:	1.7 fl oz (50.0 mL)	0.6 fl oz (17.0 mL) 25.6 fl ozs/A
White grub larvae <sup>1</sup> (such as Japanese beetle, Masked chafers, European chafer, Oriental beetle, Asiatic garden beetle)		

**APPLICATION METHODS**

Apply as a uniform band on either side of the row using a band width six (6) inches wider than the actual root ball diameter to be dug. **DO NOT** allow bands in adjacent rows to overlap.

**APPLICATION INSTRUCTIONS**

Mowing of the vegetation in the area to be treated to a height of 3 inches or less prior to application will improve the consistency of control.

Apply May through July. Time the treatment so that rainfall or irrigation occurs within 24 hours following the application.

<sup>1</sup>For grub control in areas of turf, apply as a broadcast application using 0.46 to 0.60 fl oz (14.0 to 17.0 mL)/ 1,000 sq ft (19.6 to 25.6 fl ozs/acre).

**RESTRICTIONS:**

**DO NOT** use less than 2.0 gallons of spray volume per 1000 sq ft (85.0 GPA).

**DO NOT** exceed 25.6 fl ozs per acre per year (1.6 pts) (0.4 lbs AI/acre).

**EBB & FLOOD APPLICATIONS**

This product may be applied through Ebb and Flood applications to Ornamental and Vegetable Plants (intended for resale only) grown in containers. To assure accurate uptake, prior to treatment, bring a minimum of 10 plants up to a known field capacity and allow to dry out for 1 or 2 days. Re-wet these plants to determine how much water on average each plant will absorb to bring it back at field capacity. Use the volume absorbed per plant (keeping pot sizes uniform) multiplied by the number of pots being treated. Add to this volume a required minimum to flood your smallest treatment area. This will minimize the return back to the storage tank. Re-use the returned volume with subsequent irrigation or nutrients on the same plants.

**EBB & FLOOD APPLICATIONS: ORNAMENTAL AND VEGETABLE PLANTS GROWN IN CONTAINERS**

PEST	Container Size (inches)	Herbaceous species including vegetable plants (1 or 2 plants/pot)	Woody perennials, Herbaceous species including vegetable plants (3 or more/pot)
		mL/100 plants	
Adelgids	2	1.6	2.5
Aphids	3	2.5	3.7
Armored scales	4	3.3	5.0
(suppression)	5	4.2	6.3
Fungus gnats	6	5.0	7.7
(larvae only) <sup>1</sup>	7	5.9	9.1
Japanese beetles (adults)	8	6.6	10.0
Lacebugs	9	7.4	11.1
Leaf Beetles	10	8.3	12.5
(including Elm and	11	9.0	14.3
Viburnum)	12	10.0	16.7
Leafhoppers/ Sharpshooters			
Leafminers			
Mealybugs			
Psyllids			
Root mealybugs <sup>2</sup>			
Root weevil complex: (such as Apopka, Black vine, Citrus root) <sup>3</sup>			

**MALICE® 2F INSECTICIDE**  
EPA REG. NO. 34704-893

**Ebb & Flood Applications: Ornamental and Vegetable Plants Grown in Containers cont'd.:**

PEST	Container Size (inches)	Herbaceous species including vegetable plants (1 or 2 plants/pot)	Woody perennials, Herbaceous species including vegetable plants (3 or more/pot)
mL/100 plants			
Soft scales Thrips (suppression) <sup>4</sup> Whiteflies White grub larvae (such as Japanese beetle, Masked chafers, European chafer, Oriental beetle, Asiatic garden beetle)			

**APPLICATION INSTRUCTIONS**

- <sup>1</sup>**Fungus gnat larvae** in the soil will be controlled by drench or incorporation. **No adult Fungus gnat control.** Other foliar insect control is achieved by the uptake of this product from a healthy root system translocating the active ingredient up into the plant.  
<sup>2</sup>**Root mealybug** control will require a thorough drenching of containerized media. Coverage is essential for control while minimizing the amount of leachate. Rate: 2.0 fl ozs (60.0 ml) in 150 gallons of water.  
<sup>3</sup>**Citrus root weevil:** For use on non-bearing citrus nursery stock.  
<sup>4</sup>**Thrips** suppression on foliage only. Thrips in buds and flowers will not be suppressed.

**RESTRICTION:**

Only for use on the following vegetable plants intended for resale: Broccoli, Chinese broccoli, Broccoli raab, Brussels sprouts, Cabbage, Chinese cabbage, Cauliflower, Collards, Eggplant, Ground cherry, Kale, Kohlrabi, Lettuce, Mustard greens, Pepinos, Peppers, Potatoes, Rape greens, Sorghum, Sugarbeets, Tomatillo, and Tomato.

**DRENCH & IRRIGATION APPLICATIONS**

This product may be applied through Drench and Flood applications. See instructions above **"For Application Through Irrigation Systems."** Apply only to greenhouse and nursery grown ornamentals, vegetable plants (intended for resale only), and interiorscape plants using soil drenches, micro irrigation, drip irrigation, overhead irrigation, ebb and flood irrigation, or hand-held or motorized calibrated irrigation equipment.

**DRENCH & IRRIGATION APPLICATIONS: ORNAMENTAL AND VEGETABLE PLANTS GROWN IN SMALL CONTAINERS, IN FLATS, ON BENCHES, OR IN BEDS**

PEST	CONTAINERIZED PLANTS (small containers)		
	Container Size (inches)	Herbaceous species including vegetable plants (1 or 2 plants/pot)	Woody perennials, Herbaceous species including vegetable plants (3 or more/pot)
		# of Containers treated with 2.0 fl ozs (60.0 mL)	
Adelgids	2	3000	2000
Aphids	3	2000	1350
Fungus gnats	4	1500	1000
(larvae only) <sup>1</sup>	5	1200	800
Japanese beetles	6	1000	650
(adults)	7	850	550
Lacebugs	8	750	500
Leaf Beetles	9	675	450
(including Elm and	10	600	400
Viburnum leaf	11	550	350
beetles)	12	500	300
Leafhoppers			
(including			
Glassy-winged			
sharpshooter)			
Leafminers			
Mealybugs			
Psyllids			
Root mealybugs <sup>2</sup>			

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***Drench & Irrigation Applications: Ornamental and Vegetable Plants Grown in Small Containers, in Flats, on Benches, or in Beds cont'd.:***

PEST	CONTAINERIZED PLANTS (small containers)		
	Container Size (inches)	Herbaceous species including vegetable plants (1 or 2 plants/pot)	Woody perennials, Herbaceous species including vegetable plants (3 or more/pot)
		# of Containers treated with 2.0 fl ozs (60.0 mL)	
Root weevil complex: (such as Apopka, Black vine, Citrus root weevils) <sup>3</sup> Soft scales Thrips (suppression) <sup>4</sup> Whiteflies White grub larvae (such as Japanese beetle, Masked chafers, European chafer, Oriental beetle, Asiatic garden beetle)			

**APPLICATION METHODS**

Use sufficient volume to wet most of the potting medium without loss of liquid from the bottom of the container. Apply according to label directions. Follow application with moderate irrigation. Irrigate carefully during the next 10 days in order to prevent loss of active ingredient due to leaching.

**PLANTS IN FLATS, ON BENCHES, OR IN BEDS**

0.67 fl oz (20.0 mL)/1000 sq ft

**APPLICATION METHODS**

Mix required amount in sufficient water to uniformly cover the area being treated. **DO NOT** use less than 2.0 gallons of mixture per 1000 square feet. Apply as a broadcast treatment and incorporate into the medium before planting or apply after plants are established. Lightly water the treated areas if application is made to established plants. Allow no leaching or runoff for 10 days after application.

**APPLICATION INSTRUCTIONS**

<sup>1</sup>**Fungus gnat larvae** in the soil will be controlled by drench or incorporation. **No adult Fungus gnat control.** Other foliar insect control is achieved by the uptake of this product from a healthy root system translocating the active ingredient up into the plant.

<sup>2</sup>**Root mealybug** control will require a thorough drenching of containerized media. Coverage is essential for control while minimizing the amount of leachate. Rate: 2.0 fl ozs (60.0 mL) in 150 gallons of water.

<sup>3</sup>**Citrus root weevil:** For use on non-bearing citrus nursery stock.

<sup>4</sup>**Thrips** suppression on foliage only. Thrips in buds and flowers will not be suppressed.

**RESTRICTIONS:**

- Outdoor applications cannot exceed a total of 25.6 fl ozs (1.6 pts) (0.4 lb of AI) per acre per year, except for things grown in pots, containers, flats or on benches.

- Only for use on the following vegetable plants intended for resale: Broccoli, Chinese broccoli, Broccoli raab, Brussels sprouts, Cabbage, Chinese cabbage, Cauliflower, Collards, Eggplant, Ground cherry, Kale, Kohlrabi, Lettuce, Mustard greens, Pepinos, Peppers, Potatoes, Rape greens, Sorghum, Sugarbeets, Tomatillo, and Tomato.

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**DRENCH AND IRRIGATION APPLICATIONS: ORNAMENTAL AND  
 VEGETABLE PLANTS GROWN IN LARGE CONTAINERS**

**Application instructions:** Use 2.0 fl ozs (60.0 mL) of product in an appropriate amount of water to prevent leaching. 2.0 fl ozs (60.0 mL) will treat the number of containers specified below, based on container size.

<b>Pests</b>	<b>Container Size (gals)</b>	<b># of Containers treated with 2.0 fl ozs (60.0 mL)</b>
Adelgids	1	340 to 244
Aphids	2	280 to 210
Fungus gnats	3	220 to 185
(larvae only) <sup>1</sup>	5	160 to 110
Japanese beetles (adults)	7	100 to 75
Lacebugs	10	60 to 45
Leaf Beetles (including Elm and Viburnum leaf beetles)	15	40 to 30
Leafhoppers (including Glassy-winged sharpshooter)	20	20 to 15
Leafminers		
Mealybugs		
Psyllids		
Root mealybugs <sup>2</sup>		
Root weevil complex: (such as Apopka, Black vine, Citrus root) <sup>3</sup>		
Soft scales		
Thrips (suppression) <sup>4</sup>		
Whiteflies		
White grub larvae (such as Japanese beetle, Masked chafers, European chafer, Oriental beetle, Asiatic garden beetle)		

**APPLICATION METHODS**

Apply in sufficient water to wet the potting medium. Make applications prior to egg hatch of the target pest. Irrigate moderately after application to move the active ingredient into the root zone.

**APPLICATION INSTRUCTIONS**

<sup>1</sup>**Fungus gnat larvae** in the soil will be controlled by drench or incorporation. **No adult Fungus gnat control.** Other foliar insect control is achieved by the uptake of this product from a healthy root system translocating the active ingredient up into the plant.

<sup>2</sup>**Root mealybug** control will require a thorough drenching of containerized media. Coverage is essential for control while minimizing the amount of leachate. Rate: 2.0 fl ozs (60.0 mL) in 150 gallons of water.

<sup>3</sup>**Citrus root weevil:** For use on non-bearing citrus nursery stock.

<sup>4</sup>**Thrips** suppression on foliage only. Thrips in buds and flowers will not be suppressed.

**RESTRICTION:**

Only for use on the following vegetable plants intended for resale: Broccoli, Chinese broccoli, Broccoli raab, Brussels sprouts, Cabbage, Chinese cabbage, Cauliflower, Collards, Eggplant, Ground cherry, Kale, Kohlrabi, Lettuce, Mustard greens, Pepinos, Peppers, Potatoes, Rape greens, Sorghum, Sugarbeets, Tomatillo, and Tomato

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**RESTRICTIONS FOR ALL USES**

- **DO NOT** graze treated areas or use clippings from treated areas for feed or forage.
- Prevent runoff or puddling of irrigation water following application.
- **DO NOT** apply this product to soils which are water logged or saturated, which will not allow penetration into the root zone of the plants.
- **DO NOT** apply this product in a way that will contact people or pets.
- **DO NOT** allow children or pets to enter treated areas until sprays have dried.

**STORAGE AND DISPOSAL**

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

**PESTICIDE STORAGE:** Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a locked storage area. Handle and open container in a manner as to prevent spillage. If the container is leaking, invert to prevent leakage. If container is leaking or material spilled for any reason or cause, carefully dam up spilled material to prevent runoff. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Absorb spilled material with absorbing type compounds and dispose of as directed for pesticides below. In spill or leak incidents, keep unauthorized people away.

**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 this container to hold materials other than pesticides or dilute pesticides (rinsate). After emptying and cleaning, it may be allowable to temporarily hold rinsate or other pesticide-related materials in the container. Contact your state regulatory agency to determine allowable practices in your state. 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 The Agricultural Container Recycling Council (ACRC) at [www.acrecycle.org](http://www.acrecycle.org). If not recycled, then 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.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying.

**Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

**Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

**For packages greater than 5 gallons and less than 56 gallons: Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

**For packages greater than 56 gallons:** 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.

**For refillable containers:** Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

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

**CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY**

**BEFORE BUYING OR USING THIS PRODUCT,** read the entire Directions for Use and the following Conditions of Sale and Limitation of Warranty and Liability. By buying or using this product, the buyer or user accepts the following Conditions of Sale and Limitation

**MALICE® 2F INSECTICIDE**  
**EPA REG. NO. 34704-893**

of Warranty and Liability, which no employee or agent of LOVELAND PRODUCTS, INC. or the seller is authorized to vary in any way.

Follow the Directions for Use of this product carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop or other plant injury, ineffectiveness, or other unintended consequences may result from such risks as weather or crop conditions, mixture with other chemicals not specifically identified in this product's label, or use of this product contrary to the label instructions, all of which are beyond the control of LOVELAND PRODUCTS, INC. and the seller. The buyer or user of this product assumes all such inherent risks.

Subject to the foregoing inherent risks, LOVELAND PRODUCTS, INC. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use when the product is used in strict accordance with such Directions for Use under normal conditions of use. EXCEPT AS WARRANTED IN THIS LABEL AND TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THIS PRODUCT IS SOLD "AS IS," AND LOVELAND PRODUCTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ELIGIBILITY OF THIS PRODUCT FOR ANY PARTICULAR TRADE USAGE.

IN THE UNLIKELY EVENT THAT BUYER OR USER BELIEVES THAT LOVELAND PRODUCTS, INC. HAS BREACHED A WARRANTY CONTAINED IN THIS LABEL AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, BUYER OR USER MUST SEND WRITTEN NOTICE OF ITS CLAIM TO THE FOLLOWING ADDRESS: LOVELAND PRODUCTS, INC., ATTENTION: LAW DEPARTMENT, P.O. BOX 1286, GREELEY, CO 80632-1286.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE BUYER'S OR USER'S EXCLUSIVE REMEDY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE HANDLING OR USE OF THIS PRODUCT, INCLUDING BUT NOT LIMITED TO CLAIMS OF BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORTS, SHALL BE LIMITED TO ONE OF THE FOLLOWING, AT THE ELECTION OF LOVELAND PRODUCTS, INC. OR THE SELLER: DIRECT DAMAGES NOT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT OF THE PRODUCT. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, LOVELAND PRODUCTS, INC. AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER OR USER OF THIS PRODUCT FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, OR DAMAGES IN THE NATURE OF A PENALTY.

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Assail and Intruder are registered trademarks of Nippon Soda Company, LTD.  
Calypso, Gaucho, Leverage and Provado and Trimax are registered trademarks of Bayer.  
Malice is a registered trademark of Loveland Products, Inc.

**FORMULATED FOR**  
**LOVELAND PRODUCTS, INC.**  
**P.O. BOX 1286, GREELEY, COLORADO 80632-1286**

# RESPOND<sup>®</sup> 3G

## GREENS GRADE GRANULAR

### Concentrated Wetting and Penetrating Agent for Turfgrass

**RESPOND<sup>®</sup> 3G is specifically formulated to help water penetrate into water-repellent soil caused by localized dry spot, compaction and other problems such as fairy rings.**

- Increases water penetration through the thatch and water-repellent soils
- Helps hold water in the root zone
- Makes more efficient use of irrigation-applied water
- Very low burn potential for all types of turf — both cool season and warm season grasses

#### CONTAINS NON-PLANT FOOD INGREDIENT

#### Guaranteed Analysis

##### Active Ingredient

Neutral blend of polyhydroxyethyl alkoxy alkylene oxides . . . .9%

Inert Ingredients . . . . .91%

Total . . . . .100%

### KEEP OUT OF REACH OF CHILDREN CAUTION

**NET CONTENTS: 50 LBS. (22.68 KG)**

#### KEEP DRY

**CAUTION:** Harmful if absorbed through skin. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum using tobacco or using the toilet. Remove and wash contaminated clothing before reuse. **Personal Protective Equipment:** Wear chemical resistant gloves, long-sleeved shirt and long pants, and shoes plus socks.

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

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

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

#### DIRECTIONS FOR USE

For application to localized dry spot and drought stress on all types of turf: golf greens, tees, fairways, sports fields and other turf areas. Repeat treatments according to the program of application selected. Make the first application at the start of the growing season; early treatments are often the most effective in preventing the build-up of water related problems. Any severely affected areas may require additional spot treatment with RESPOND 3G or with RESPOND 3 TABLETS.

#### MANAGED APPLICATION PROGRAM

Rate/1,000 sq. ft.	Timing	Watering in
1.5 lbs. followed by	2 applications at 14 day intervals in early season	0 to 18 hours after application

1 lb.	Repeat monthly as necessary	0 to 18 hours after application
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#### INTENSIVE SPLIT DOSE APPLICATION PROGRAM

3 lbs. followed by	Early season application	0 to 18 hours after application
1.5 to 3 lbs.	Mid-season application	0 to 18 hours after application

#### CURATIVE APPLICATION PROGRAM

1.5 lbs.	As necessary, repeat 10 to 14 day intervals	0 to 18 hours after application
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#### WATERING IN PROCEDURES

It is not essential to water in RESPOND 3G but to obtain the best effects from all applications, especially using the Intensive Application Program or to achieve the best curative effects, water in as soon as possible or apply during rainfall. Apply water by hand syringing treated area or by running the irrigation for 20 minutes.

Any severely affected areas may require additional spot treatment with RESPOND 3G, RESPOND 3 LIQUID, or RESPOND 3 TABLETS.

**SURFACE WATER REMOVAL:** Removal of surface water may be assisted by application of this product to areas that have become compacted or puddled. Treat affected areas as required.

#### STORAGE AND DISPOSAL

**STORAGE:** Store in original container only. Keep container tightly closed, do not allow water to be introduced into the contents of this container. Do not contaminate water sources by runoff from cleaning of equipment, disposal of equipment wash waters or spray waste. Do not store near heat or open flame. **DISPOSAL:** Completely empty bag into application equipment. Then dispose of empty bag in a sanitary landfill or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

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

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Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.regulatory-info-lpi.com>

Manufactured for:



**Loveland**  
PRODUCTS

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



0 21077 63325 0

RESPOND 3G 50LBS G0212

# RESPOND<sup>®</sup> 3G

## GREENS GRADE GRANULAR

### Concentrated Wetting and Penetrating Agent for Turfgrass

**RESPOND<sup>®</sup> 3G is specifically formulated to help water penetrate into water-repellent soil caused by localized dry spot, compaction and other problems such as fairy rings.**

- Increases water penetration through the thatch and water-repellent soils
- Helps hold water in the root zone
- Makes more efficient use of irrigation-applied water
- Very low burn potential for all types of turf — both cool season and warm season grasses

#### CONTAINS NON-PLANT FOOD INGREDIENT

#### Guaranteed Analysis

Active Ingredient	
Neutral blend of polyhydroxyethyl alkoxy alkylene oxides	... .91%
Inert Ingredients	... .91%
Total	... .100%

### KEEP OUT OF REACH OF CHILDREN CAUTION

NET CONTENTS: 50 LBS. (22.68 KG)

#### KEEP DRY

**CAUTION:** Harmful if absorbed through skin. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum using tobacco or using the toilet. Remove and wash contaminated clothing before reuse. **Personal Protective Equipment:** Wear chemical resistant gloves, long-sleeved shirt and long pants, and shoes plus socks.

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

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

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

#### DIRECTIONS FOR USE

For application to localized dry spot and drought stress on all types of turf; golf greens, tees, fairways, sports fields and other turf areas. Repeat treatments according to the program of application selected. Make the first application at the start of the growing season; early treatments are often the most effective in preventing the build-up of water related problems. Any severely affected areas may require additional spot treatment with RESPOND 3G or with RESPOND 3 TABLETS.

#### MANAGED APPLICATION PROGRAM

Rate/1,000 sq. ft.	Timing	Watering In
1.5 lbs. followed by	2 applications at 14 day intervals in early season	0 to 18 hours after application
1 lb.	Repeat monthly as necessary	0 to 18 hours after application

#### INTENSIVE SPLIT DOSE APPLICATION PROGRAM

3 lbs. followed by	Early season application	0 to 18 hours after application
1.5 to 3 lbs.	Mid-season application	0 to 18 hours after application

#### CURATIVE APPLICATION PROGRAM

1.5 lbs.	As necessary, repeat 10 to 14 day intervals	0 to 18 hours after application
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#### WATERING IN PROCEDURES

It is not essential to water in RESPOND 3G but to obtain the best effects from all applications, especially using the Intensive Application Program or to achieve the best curative effects, water in as soon as possible or apply during rainfall. Apply water by hand syringing treated area or by running the irrigation for 20 minutes.

Any severely affected areas may require additional spot treatment with RESPOND 3G, RESPOND 3 LIQUID, or RESPOND 3 TABLETS.

**SURFACE WATER REMOVAL:** Removal of surface water may be assisted by application of this product to areas that have become compacted or puddled. Treat affected areas as required.

#### STORAGE AND DISPOSAL

**STORAGE:** Store in original container only. Keep container tightly closed, do not allow water to be introduced into the contents of this container. Do not contaminate water sources by runoff from cleaning of equipment, disposal of equipment wash waters or spray waste. Do not store near heat or open flame. **DISPOSAL:** Completely empty bag into application equipment. Then dispose of empty bag in a sanitary landfill or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

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

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Manufactured for:



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PRODUCTS

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PO Box 1286 • Greeley, CO 80632-1286



0 21077 63325 0

RESPOND 3G 50LBS G0212

# RESPOND 3G

## GREENS GRADE GRANULAR

### Concentrated Wetting and Penetrating Agent for Turfgrass

**RESPOND® 3G is specifically formulated to help water penetrate into water-repellent soil caused by localized dry spot, compaction and other problems such as fairy rings.**

- Increases water penetration through the thatch and water-repellent soils
- Helps hold water in the root zone
- Makes more efficient use of irrigation-applied water
- Very low burn potential for all types of turf — both cool season and warm season grasses

#### CONTAINS NON-PLANT FOOD INGREDIENT

#### Guaranteed Analysis

##### Active Ingredient

Neutral blend of polyhydroxyethyl alkoxy alkylene oxides . . . .91%

Inert Ingredients . . . . .91%

Total . . . . .100%

### KEEP OUT OF REACH OF CHILDREN CAUTION

**NET CONTENTS: 50 LBS. (22.68 KG)**

#### KEEP DRY

**CAUTION:** Harmful if absorbed through skin. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum using tobacco or using the toilet. Remove and wash contaminated clothing before reuse. **Personal Protective Equipment:** Wear chemical resistant gloves, long-sleeved shirt and long pants, and shoes plus socks.

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

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

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

#### DIRECTIONS FOR USE

For application to localized dry spot and drought stress on all types of turf; golf greens, tees, fairways, sports fields and other turf areas. Repeat treatments according to the program of application selected. Make the first application at the start of the growing season; early treatments are often the most effective in preventing the build-up of water related problems. Any severely affected areas may require additional spot treatment with RESPOND 3G or with RESPOND 3 TABLETS.

#### MANAGED APPLICATION PROGRAM

Rate/1,000 sq. ft.	Timing	Watering In
1.5 lbs. followed by	2 applications at 14 day intervals in early season	0 to 18 hours after application

1 lb.	Repeat monthly as necessary	0 to 18 hours after application
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#### INTENSIVE SPLIT DOSE APPLICATION PROGRAM

3 lbs. followed by	Early season application	0 to 18 hours after application
1.5 to 3 lbs.	Mid-season application	0 to 18 hours after application

#### CURATIVE APPLICATION PROGRAM

1.5 lbs.	As necessary, repeat 10 to 14 day intervals	0 to 18 hours after application
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#### WATERING IN PROCEDURES

It is not essential to water in RESPOND 3G but to obtain the best effects from all applications, especially using the Intensive Application Program or to achieve the best curative effects, water in as soon as possible or apply during rainfall. Apply water by hand syringing treated area or by running the irrigation for 20 minutes.

Any severely affected areas may require additional spot treatment with RESPOND 3G, RESPOND 3 LIQUID, or RESPOND 3 TABLETS.

**SURFACE WATER REMOVAL:** Removal of surface water may be assisted by application of this product to areas that have become compacted or puddled. Treat affected areas as required.

#### STORAGE AND DISPOSAL

**STORAGE:** Store in original container only. Keep container tightly closed, do not allow water to be introduced into the contents of this container. Do not contaminate water sources by runoff from cleaning of equipment, disposal of equipment wash waters or spray waste. Do not store near heat or open flame. **DISPOSAL:** Completely empty bag into application equipment. Then dispose of empty bag in a sanitary landfill or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

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

#### CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY BEFORE BUYING OR USING THIS PRODUCT, read the Directions for Use

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

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.regulatory-info-lpi.com>

Manufactured for:



**Loveland**  
PRODUCTS

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



0 21077 63325 0

RESPOND 3G 50LBS GV212



**SEGEHAMMER® is a selective herbicide for the control of nutsedge and other weeds in turfgrass and landscaped areas.**

**ACTIVE INGREDIENT:**

Halosulfuron-methyl, methyl 3-chloro-5-(4,6-dimethoxypyrimidin-2-ylcarbamoylsulfamoyl)

-1-methylpyrazole-4-carboxylate.....75.0%

**OTHER INGREDIENTS:**.....25.0%

**Total:** 100.0%

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

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

FIRST AID	
<b>IF IN EYES</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after 5 minutes, then continue rinsing eye.</li> <li>• Call poison control center or doctor for treatment advice.</li> </ul>
<b>IF SWALLOWED</b>	<ul style="list-style-type: none"> <li>• Call poison control center or doctor immediately for treatment advice.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>• Do not give anything to an unconscious person.</li> </ul>
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center, doctor, or going for treatment. For medical emergencies involving this product, call toll free 1-888-478-0798.	

**PRECAUTIONARY STATEMENTS  
HAZARDS TO HUMANS AND DOMESTIC ANIMALS  
CAUTION**

Causes moderate eye irritation. Harmful if swallowed. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

**Applicators and other handlers must wear:**

- long-sleeved shirt and long pants
- shoes plus socks.

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

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

**USER SAFETY RECOMMENDATIONS**

Users should:

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

**Gowan**  
The Go-To Company

EPA Reg. No. 81880-1-10163

Distributed by:  
Gowan Company  
P.O. Box 5569  
Yuma, AZ 85366-5569

## ENVIRONMENTAL HAZARD SECTION OF PRECAUTIONARY STATEMENTS

### GROUNDWATER ADVISORY

This product is toxic to non-target vascular plants. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

Halosulfuron-methyl is known to leach through soil into ground water under certain conditions as a result of label use. This chemical may leach into ground water if used in areas where soils are permeable, particularly where the water table is shallow.

### SURFACE WATER ADVISORY

This product may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soils and soils with shallow ground water. This product is classified as having high potential for reaching surface water via runoff for several months or more after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water features such as ponds, streams, and springs will reduce the potential loading of halosulfuron-methyl from runoff water and sediment. Runoff of this product will be greatly reduced by avoiding applications when rainfall or irrigation is expected to occur within 48 hours.

### AGRICULTURAL USE REQUIREMENTS

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

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

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

- Coveralls
- Chemical resistant gloves made of any waterproof material
- Shoes plus socks

### NON-AGRICULTURAL USE REQUIREMENTS

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

- Keep people off treated areas until spray solution has dried.

### DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

### WINDBLOWN SOIL PARTICLES

SEDGEHAMMER has the potential to move off-site due to wind erosion. Soils that are subject to wind erosion usually have a high silt and/or fine to very fine sand fractions and low organic matter. Other factors which can affect the movement of windblown soil include the intensity and direction of prevailing winds, vegetative cover, site slope, rainfall, and drainage patterns. Avoid applying SEDGEHAMMER if prevailing local conditions may be expected to result in off-site movement.

### NON-TARGET ORGANISM ADVISORY

This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in areas adjacent to the treated area. Protect the forage and habitat of non-target organisms by minimizing spray drift.

### PRODUCT INFORMATION

SEDGEHAMMER is a water dispersible granule (WDG) that selectively controls broadleaf weeds and nutsedges such as purple and yellow nutsedge in established lawns, ornamental turfgrass, and landscaped areas. SEDGEHAMMER can be applied to commercial and residential turf and on other non-crop sites including: airports, campgrounds, cemeteries, fairgrounds, fence rows, fallow areas, fuel storage areas, golf courses, landscaped areas, established woody ornamentals in landscape areas, lumberyards, public recreation areas, race tracks, residential property, rights-of-way, roadsides, school grounds, sod or turf seed farms, sports fields, tank farms and tennis courts.

### WEED RESISTANCE STATEMENT

SEDGEHAMMER contains a (Group 2) herbicide. Any weed population may contain or develop plants naturally resistant to (Group 2) Halosulfuron-methyl herbicides. Weed species with acquired resistance to (Group 2) Halosulfuron-methyl may eventually dominate the weed population if (Group 2) Halosulfuron-methyl herbicides are used repeatedly in the same field or in successive years as the primary method of control for targeted species. This may result in partial or total loss of control of those species by SEDGEHAMMER or other (Group 2) herbicides. Suspected herbicide-resistant weeds may be identified by these indicators:

- Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
- A spreading patch of non-controlled plants of a particular weed species; and
- Surviving plants mixed with controlled individuals of the same species.

To delay herbicide resistance consider:

- Rotate the use of (Sedgehammer Herbicide) or other Group (2) herbicides within a growing season sequence or among growing seasons with different herbicide groups that control the same weeds in a field.

- Use tank mixtures with herbicides from a different group if such use is permitted; where information on resistance in target weed species is available, use the less resistance-prone partner at a rate that will control the target weed(s) equally as well as the more resistance-prone partner.
- Consult your local extension service or certified crop advisor if you are unsure as to which active ingredient is currently less prone to resistance.
- Adopt an integrated weed-management program for herbicide use that includes scouting and uses historical information related to herbicide use and crop rotation, and that considers tillage (or other mechanical control methods), cultural (e.g., higher crop seeding rates; precision fertilizer application method and timing to favor the crop and not the weeds), biological (weed-competitive crops or varieties) and other management practices.
- Scout before and after herbicide application to monitor weed populations for early signs of resistance development. Indicators of possible herbicide resistance include:
  - (1) failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
  - (2) a spreading patch of non-controlled plants of a particular weed species;
  - (3) surviving plants mixed with controlled individuals of the same species.
- If resistance is suspected, prevent weed seed production in the affected area by an alternative herbicide from a different group or by a mechanical method such as hoeing or tillage. Prevent movement of resistant weed seeds to other fields by cleaning harvesting and tillage equipment when moving between fields, and planting clean seed.
- If a weed pest population continues to progress after treatment with this product, discontinue use of this product, and switch to another management strategy or herbicide with a different mode of action, if available.
- Contact your local extension specialist or certified crop advisors for additional pesticide resistance-management and/or integrated weed-management recommendations for specific crops and weed biotypes. For further information or to report suspected resistance or lack of performance, you may contact Gowan Company at 1-800-883-1844.
- For mixtures of herbicides remind the user that each listed weed may not be controlled by multiple mechanisms of action.

#### SPRAY DRIFT

##### Boom-less Ground Applications:

- Applicators are required to use a Medium or coarser droplet size (ASABE S572.1) for all applications.
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

#### SPRAY DRIFT ADVISORIES

##### Boom-less Ground Applications:

Setting nozzles at the lowest effective height will help to reduce the potential for spray drift.

#### APPLICATION EQUIPMENT AND INSTRUCTIONS

Calibrate application equipment prior to application of this product. Application should be uniform and of sufficient volume to avoid streaking or skips. Spray the target weeds thoroughly and wet the entire leaf surface of the undesirable plants. Avoid excessive overlap of the spray.

**Instructions for water dispersible granule in 1.3 oz bottle:** Mix 0.9 gram of this product (using the 0.9 gram measuring scoop provided) in one or two gallons of water to treat 1000 square feet. Add 2 teaspoons (1/3 fluid ounce) of nonionic surfactant per gallon of water. Ensure the product is measured as a level scoop and not rounded.

#### ADJUVANTS

Always use 0.25-0.5 percent v/v of a nonionic surfactant (1-2 quarts per 100 gallons of spray solution) for broadcast applications. For high volume applications, DO NOT exceed 1 quart of surfactant per acre. Use only nonionic surfactants that contain at least 80 percent active material.

#### MIXING INSTRUCTIONS

This product can be tank mixed with Glyphosate herbicide for application as a directed spray in landscaped or fallow areas. Tank mix with Glyphosate herbicide in landscape and fallow areas and turf renovation. Do not exceed the specified amount of surfactant due to the potential for turf injury at higher rates. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

#### USE PRECAUTIONS

- For best results, do not mow turf for 2 days before or 2 days after application.
- For best results, use the lower rate in light infestations and the higher rate in heavy infestations.
- Avoid applications when rainfall is forecasted to occur within 4 hours.
- This product can be used on seeded, sodded, or sprigged turfgrass that is well established. Allow the turf to develop a good root system and uniform stand before application.
- Treated areas can be overseeded with annual or perennial ryegrass or bermudagrass, 2 weeks after application.
- Color plants or herbaceous ornamentals may be injured when transplanted into landscaped areas treated with SEDGEHAMMER.
- Avoid application of SEDGEHAMMER when turfgrass or nutsedge is under stress since turf injury and poor nutsedge control may result.

#### USE RESTRICTIONS

- No more than 4 applications can be made per year with a minimum of 14 days between applications.
- Do not exceed 5 1/3 oz by weight of this product (0.25 lb active ingredient) per acre per 12 month period.
- Do not apply as an over-the-top spray to desirable flowers, ornamentals, vegetables, shrubs or trees.
- Do not apply this product to golf course putting greens.
- Do not apply this product through any type of irrigation system.
- Do not apply this product by air.
- Do not exceed the specified amount of surfactant due to the potential for turf injury at higher rates. Refer to the surfactant label and observe all precautions, mixing and application instructions.

# WEEDS CONTROLLED BY SEDGEHAMMER

C = Control, S = Suppression, NA = No Activity

WEED SPECIES	POSTEMERGENT ACTIVITY	WEED SPECIES	POSTEMERGENT ACTIVITY
Burcucumber <i>Sicyos angulatus</i>	S	Morningglory, tall & ivyleaf <i>Ipomoea spp.</i>	S
Cocklebur, common <i>Xanthium strumarium</i>	C	Mustard, wild <i>Sinapis arvensis</i>	C
Corn Spurry <i>Spergula arvensis</i>	C	Nutsedge, yellow <i>Cyperus esculentus</i>	C
Flatsedge, rice <i>Cyperus iria</i>	C	Nutsedge, purple <i>Cyperus rotundus</i>	C
Fleabane, Philadelphia <i>Erigeron philadelphicus</i>	C	Pigweed, redroot <i>Amaranthus retroflexus</i>	C
Galinsoga <i>Galinsoga</i>	C	Pigweed, smooth <i>Amaranthus hybridus</i>	C
Groundsel, common <i>Senecio vulgaris</i>	NA	Pokeweed, common <i>Phytolacca Americana</i>	C
Jimsonweed <i>Datura stramonium</i>	NA	Purslane <i>Portulaca oleracea</i>	NA
Kyllinga, annual <i>Kyllinga sesquiflorus</i>	C	Radish, wild <i>Raphanus raphanistrum</i>	C
Kyllinga, green <i>Kyllinga breviflora</i>	C	Ragweed, common <i>Ambrosia artemisiifolia</i>	C
Kochia <i>Kochia scoparia</i>	S	Ragweed, giant <i>Ambrosia trifida</i>	C
Ladysthumb <i>Polygonum persicaria</i>	C	Shepherds purse <i>Capsella bursa-pastoris</i>	S
Lambsquarter, common <i>Chenopodium album</i>	NA	Smartweed, Pennsylvania <i>Polygonum pennsylvanicum</i>	C
Mallow, Venice <i>Hibiscus trionum</i>	C	Sunflower, common <i>Helianthus annuus</i>	C
Milkweed, common <i>Asclepias syriaca</i>	S	Velvetleaf <i>Abutilon theophrasti</i>	C
Milkweed, honeyvine <i>Ampelamus albidus</i>	S		

# RATES AND TIMING OF APPLICATION

CROP	RATE OZ/A	DIRECTIONS FOR USE
<b>TURFGRASSES</b> (INCLUDING COMMERCIAL AND RESIDENTIAL TURFGRASS, GOLF COURSES, ESTABLISHED LAWNS, ORNAMENTAL TURFGRASS AND LANDSCAPED AREAS)	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<p><b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 - 0.062 lb ai/A) after nutsedge has reached the 3 - 8 leaf stage of growth, for control of purple and yellow nutsedge and control and/or suppression of listed broadleaf weeds found in established turfgrass.</p> <p>A second treatment can be applied 6 - 10 weeks after the initial treatment.</p> <p><b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.</p>

	When applied as directed under the conditions described, the following established turfgrasses are tolerant to this product:																							
	<table><tr><th colspan="3">Cool-Season Grasses</th></tr><tr><td>Bentgrass, creeping (<i>Agrostis stolonifera</i>)</td><td>Fescue, Fine (<i>Festuca arundinacea</i>)</td><td>Ryegrass, Perennial (<i>Lolium perenne</i>)</td></tr><tr><td>Bluegrass, Kentucky (<i>Poa pratensis</i>)</td><td>Fescue, tall (<i>Festuca arundinacea</i>)</td><td></td></tr></table> <table><tr><th colspan="3">Warm-Season Grasses</th></tr><tr><td>Bahiagrass (<i>Paspalum notatum</i>)</td><td>Kikuyugrass (<i>Pennisetum clandestinum</i>)</td><td>Zoysiagrass (<i>Zoysia japonica</i>)</td></tr><tr><td>Bermudagrass (<i>Cynodon dactylon</i>)</td><td>Seashore paspalum (<i>Paspalum vaginatum</i>)</td><td></td></tr><tr><td>Centipedegrass (<i>Eremochloa ophiuroides</i>)</td><td>St. Augustine grass (<i>Stenotaphrum secundatum</i>)</td><td></td></tr></table>			Cool-Season Grasses			Bentgrass, creeping ( <i>Agrostis stolonifera</i> )	Fescue, Fine ( <i>Festuca arundinacea</i> )	Ryegrass, Perennial ( <i>Lolium perenne</i> )	Bluegrass, Kentucky ( <i>Poa pratensis</i> )	Fescue, tall ( <i>Festuca arundinacea</i> )		Warm-Season Grasses			Bahiagrass ( <i>Paspalum notatum</i> )	Kikuyugrass ( <i>Pennisetum clandestinum</i> )	Zoysiagrass ( <i>Zoysia japonica</i> )	Bermudagrass ( <i>Cynodon dactylon</i> )	Seashore paspalum ( <i>Paspalum vaginatum</i> )		Centipedegrass ( <i>Eremochloa ophiuroides</i> )	St. Augustine grass ( <i>Stenotaphrum secundatum</i> )	
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ESTABLISHED WOODY ORNAMENTALS IN LANDSCAPE AREAS	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 - 0.062 lb ai/A) around any established woody ornamental species in landscaped areas. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment. <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.  For transplanted woody ornamentals, allow 3 months after transplanting before applying this product.  Avoid contact of this product to leaves of desirable plants since foliar injury, discoloration or death may result.																						
FALLOW AREAS	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 - 0.062 lb ai/A) to fallow areas prior to the establishment of turfgrass or woody ornamental plants. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment. <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water. For Fallow areas, allow 4 weeks between applications and seeding or sodding of turfgrass, or transplanting woody ornamentals.																						
FENCE ROWS, FUEL STORAGE AREAS, LUMBERYARDS, TANK FARMS, RIGHT-OF WAY AND ROADSIDES	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 to 0.062 lb ai/A) to roadsides and other industrial sites.  A second treatment can be applied 6 to 10 weeks after the initial treatment. <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.  This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information). <b>NOTE:</b> This product can be tank mixed with Glyphosate herbicide. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.																						

	2 2/3 (0.125 lb ai/A)	<b>FOR CONTROL OF HORSETAIL (<i>Equisetum arvense</i>).</b> Apply SEDGEHAMMER as a postemergence at 2 2/3 oz by weight of this product per acre (0.125 lb ai/A) after horsetail has leafed out. This rate of product will control horsetail that is less than 6 inches tall and suppress horsetail that is greater than 6 inches tall.  Herbicide symptoms are likely to show within 2 weeks as a necrotic ring at the base of the plant, even though the leaves and stems remain green and a deep leathery green in color.
<b>OTHER NON-CROP SITES</b> (INCLUDING AIRPORTS, CAMPGROUNDS, CEMETERIES, FAIRGROUNDS, PUBLIC RECREATION AREAS, RACE TRACKS, RESIDENTIAL PROPERTY, SCHOOL GROUNDS, SPORTS FIELDS, AND TENNIS COURTS)	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 to 0.062 lb ai/A) after nutsedge has reached the 3 to 8 leaf stage of growth to other non-crop sites. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment.  <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.
<b>SOD OR TURF SEED FARMS</b>	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 to 0.062 lb ai/A) after nutsedge has reached the 3 to 8 leaf stage of growth to sod or turf seed farms. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment.  <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.

## STORAGE AND DISPOSAL

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

**PESTICIDE STORAGE:** Store under cool, dry conditions (below 120°F). Do not store under moist conditions.

**PESTICIDE DISPOSAL:** Wastes resulting from the use of this product that cannot be used or chemically reprocessed must be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state, or local procedures, or in such other method as approved under those procedures.

Emptied container retains vapor and product residue. Observe all labeled safeguards until container is destroyed.

### CONTAINER HANDLING:

#### INSTRUCTIONS FOR WATER DISPERSIBLE GRANULE IN 1.3 OUNCE BOTTLE:

Nonrefillable container. Do not reuse or refill this container. Triple rinse container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances.

**DISPOSAL AUTHORITIES:** If none of the foregoing procedures is permitted by state and local authorities, then contact your State Pesticide or Environmental control Agency, or your local Hazardous Waste Disposal office, or the Hazardous Waste Representative at the nearest EPA Regional Office for guidance.

**FOR 24-HOUR EMERGENCY ASSISTANCE (SPILL, LEAK OR FIRE), CALL CHEMTREC® (800) 424-9300.**

**For more product information, call toll-free 1-800-883-1844.**

### NOTICE OF CONDITIONS OF SALE AND WARRANTY AND LIABILITY LIMITATIONS

**Important:** Read the entire Directions for Use and Notice of Conditions of Sale and Warranty and Liability Limitations before using this product. If terms are not acceptable return the unopened container for a full refund.

Our directions for use of this product are based on tests believed to be reliable. However, it is impossible to eliminate all risk associated with the use of this product. Crop injury, inadequate performance, or other unintended consequences may result due to soil or weather conditions, off target movement, presence of other materials, method of use or application, and other factors, all of which are beyond the control of Gowan Company. All such risks shall be assumed by the Buyer and User.

Gowan Company warrants that this product conforms to the specifications on the label when used in strict conformance with Direction for Use, subject to the above stated risk limitations. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, GOWAN COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, GOWAN COMPANY'S EXCLUSIVE LIABILITY FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY IS STRICTLY LIMITED TO THE PURCHASE PRICE PAID OR REPLACEMENT OF PRODUCT, AT GOWAN COMPANY'S SOLE DISCRETION.

SEDGEHAMMER® is a registered trademark of Gowan Company L.L.C.  
Chemtrec® is a registered trademark of American Chemistry Council, Inc.  
Product is protected by U.S. Patent No. 4,668,277.

01-R0621EPA





**SEDGEHAMMER® is a selective herbicide for the control of nutsedge and other weeds in turfgrass and landscaped areas.**

**ACTIVE INGREDIENT:**

Halosulfuron-methyl, methyl 3-chloro-5-(4,6-dimethoxypyrimidin-2-ylcarbamoylsulfamoyl)

-1-methylpyrazole-4-carboxylate.....75.0%

**OTHER INGREDIENTS:**.....25.0%

**Total:** 100.0%

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

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

FIRST AID	
<b>IF IN EYES</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after 5 minutes, then continue rinsing eye.</li> <li>• Call poison control center or doctor for treatment advice.</li> </ul>
<b>IF SWALLOWED</b>	<ul style="list-style-type: none"> <li>• Call poison control center or doctor immediately for treatment advice.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>• Do not give anything to an unconscious person.</li> </ul>
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center, doctor, or going for treatment. For medical emergencies involving this product, call toll free 1-888-478-0798.	

**PRECAUTIONARY STATEMENTS  
HAZARDS TO HUMANS AND DOMESTIC ANIMALS  
CAUTION**

Causes moderate eye irritation. Harmful if swallowed. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

**Applicators and other handlers must wear:**

- long-sleeved shirt and long pants
- shoes plus socks.

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

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

**USER SAFETY RECOMMENDATIONS**

Users should:

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



EPA Reg. No. 81880-1-10163

Distributed by:  
Gowan Company  
P.O. Box 5569  
Yuma, AZ 85366-5569

## ENVIRONMENTAL HAZARD SECTION OF PRECAUTIONARY STATEMENTS

### GROUNDWATER ADVISORY

This product is toxic to non-target vascular plants. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

Halosulfuron-methyl is known to leach through soil into ground water under certain conditions as a result of label use. This chemical may leach into ground water if used in areas where soils are permeable, particularly where the water table is shallow.

### SURFACE WATER ADVISORY

This product may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soils and soils with shallow ground water. This product is classified as having high potential for reaching surface water via runoff for several months or more after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water features such as ponds, streams, and springs will reduce the potential loading of halosulfuron-methyl from runoff water and sediment. Runoff of this product will be greatly reduced by avoiding applications when rainfall or irrigation is expected to occur within 48 hours.

### AGRICULTURAL USE REQUIREMENTS

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

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

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

- Coveralls
- Chemical resistant gloves made of any waterproof material
- Shoes plus socks

### NON-AGRICULTURAL USE REQUIREMENTS

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

- Keep people off treated areas until spray solution has dried.

### DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

### WINDBLOWN SOIL PARTICLES

SEDGEHAMMER has the potential to move off-site due to wind erosion. Soils that are subject to wind erosion usually have a high silt and/or fine to very fine sand fractions and low organic matter. Other factors which can affect the movement of windblown soil include the intensity and direction of prevailing winds, vegetative cover, site slope, rainfall, and drainage patterns. Avoid applying SEDGEHAMMER if prevailing local conditions may be expected to result in off-site movement.

### NON-TARGET ORGANISM ADVISORY

This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in areas adjacent to the treated area. Protect the forage and habitat of non-target organisms by minimizing spray drift.

### PRODUCT INFORMATION

SEDGEHAMMER is a water dispersible granule (WDG) that selectively controls broadleaf weeds and nutsedges such as purple and yellow nutsedge in established lawns, ornamental turfgrass, and landscaped areas. SEDGEHAMMER can be applied to commercial and residential turf and on other non-crop sites including: airports, campgrounds, cemeteries, fairgrounds, fence rows, fallow areas, fuel storage areas, golf courses, landscaped areas, established woody ornamentals in landscape areas, lumberyards, public recreation areas, race tracks, residential property, rights-of-way, roadsides, school grounds, sod or turf seed farms, sports fields, tank farms and tennis courts.

### WEED RESISTANCE STATEMENT

SEDGEHAMMER contains a (Group 2) herbicide. Any weed population may contain or develop plants naturally resistant to (Group 2) Halosulfuron-methyl herbicides. Weed species with acquired resistance to (Group 2) Halosulfuron-methyl may eventually dominate the weed population if (Group 2) Halosulfuron-methyl herbicides are used repeatedly in the same field or in successive years as the primary method of control for targeted species. This may result in partial or total loss of control of those species by SEDGEHAMMER or other (Group 2) herbicides. Suspected herbicide-resistant weeds may be identified by these indicators:

- Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
- A spreading patch of non-controlled plants of a particular weed species; and
- Surviving plants mixed with controlled individuals of the same species.

To delay herbicide resistance consider:

- Rotate the use of (Sedgehammer Herbicide) or other Group (2) herbicides within a growing season sequence or among growing seasons with different herbicide groups that control the same weeds in a field.

- Use tank mixtures with herbicides from a different group if such use is permitted; where information on resistance in target weed species is available, use the less resistance-prone partner at a rate that will control the target weed(s) equally as well as the more resistance-prone partner.
- Consult your local extension service or certified crop advisor if you are unsure as to which active ingredient is currently less prone to resistance.
- Adopt an integrated weed-management program for herbicide use that includes scouting and uses historical information related to herbicide use and crop rotation, and that considers tillage (or other mechanical control methods), cultural (e.g., higher crop seeding rates; precision fertilizer application method and timing to favor the crop and not the weeds), biological (weed-competitive crops or varieties) and other management practices.
- Scout before and after herbicide application to monitor weed populations for early signs of resistance development. Indicators of possible herbicide resistance include:
  - (1) failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
  - (2) a spreading patch of non-controlled plants of a particular weed species;
  - (3) surviving plants mixed with controlled individuals of the same species.
- If resistance is suspected, prevent weed seed production in the affected area by an alternative herbicide from a different group or by a mechanical method such as hoeing or tillage. Prevent movement of resistant weed seeds to other fields by cleaning harvesting and tillage equipment when moving between fields, and planting clean seed.
- If a weed pest population continues to progress after treatment with this product, discontinue use of this product, and switch to another management strategy or herbicide with a different mode of action, if available.
- Contact your local extension specialist or certified crop advisors for additional pesticide resistance-management and/or integrated weed-management recommendations for specific crops and weed biotypes. For further information or to report suspected resistance or lack of performance, you may contact Gowan Company at 1-800-883-1844.
- For mixtures of herbicides remind the user that each listed weed may not be controlled by multiple mechanisms of action.

#### SPRAY DRIFT

##### Boom-less Ground Applications:

- Applicators are required to use a Medium or coarser droplet size (ASABE S572.1) for all applications.
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

#### SPRAY DRIFT ADVISORIES

##### Boom-less Ground Applications:

Setting nozzles at the lowest effective height will help to reduce the potential for spray drift.

#### APPLICATION EQUIPMENT AND INSTRUCTIONS

Calibrate application equipment prior to application of this product. Application should be uniform and of sufficient volume to avoid streaking or skips. Spray the target weeds thoroughly and wet the entire leaf surface of the undesirable plants. Avoid excessive overlap of the spray.

**Instructions for water dispersible granule in 1.3 oz bottle:** Mix 0.9 gram of this product (using the 0.9 gram measuring scoop provided) in one or two gallons of water to treat 1000 square feet. Add 2 teaspoons (1/3 fluid ounce) of nonionic surfactant per gallon of water. Ensure the product is measured as a level scoop and not rounded.

#### ADJUVANTS

Always use 0.25-0.5 percent v/v of a nonionic surfactant (1-2 quarts per 100 gallons of spray solution) for broadcast applications. For high volume applications, DO NOT exceed 1 quart of surfactant per acre. Use only nonionic surfactants that contain at least 80 percent active material.

#### MIXING INSTRUCTIONS

This product can be tank mixed with Glyphosate herbicide for application as a directed spray in landscaped or fallow areas. Tank mix with Glyphosate herbicide in landscape and fallow areas and turf renovation. Do not exceed the specified amount of surfactant due to the potential for turf injury at higher rates. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

#### USE PRECAUTIONS

- For best results, do not mow turf for 2 days before or 2 days after application.
- For best results, use the lower rate in light infestations and the higher rate in heavy infestations.
- Avoid applications when rainfall is forecasted to occur within 4 hours.
- This product can be used on seeded, sodded, or sprigged turfgrass that is well established. Allow the turf to develop a good root system and uniform stand before application.
- Treated areas can be overseeded with annual or perennial ryegrass or bermudagrass, 2 weeks after application.
- Color plants or herbaceous ornamentals may be injured when transplanted into landscaped areas treated with SEDGEHAMMER.
- Avoid application of SEDGEHAMMER when turfgrass or nutsedge is under stress since turf injury and poor nutsedge control may result.

#### USE RESTRICTIONS

- No more than 4 applications can be made per year with a minimum of 14 days between applications.
- Do not exceed 5 1/3 oz by weight of this product (0.25 lb active ingredient) per acre per 12 month period.
- Do not apply as an over-the-top spray to desirable flowers, ornamentals, vegetables, shrubs or trees.
- Do not apply this product to golf course putting greens.
- Do not apply this product through any type of irrigation system.
- Do not apply this product by air.
- Do not exceed the specified amount of surfactant due to the potential for turf injury at higher rates. Refer to the surfactant label and observe all precautions, mixing and application instructions.

# WEEDS CONTROLLED BY SEDGEHAMMER

C = Control, S = Suppression, NA = No Activity

WEED SPECIES	POSTEMERGENT ACTIVITY	WEED SPECIES	POSTEMERGENT ACTIVITY
Burcucumber <i>Sicyos angulatus</i>	S	Morningglory, tall & ivyleaf <i>Ipomoea spp.</i>	S
Cocklebur, common <i>Xanthium strumarium</i>	C	Mustard, wild <i>Sinapis arvensis</i>	C
Corn Spurry <i>Spergula arvensis</i>	C	Nutsedge, yellow <i>Cyperus esculentus</i>	C
Flatsedge, rice <i>Cyperus iria</i>	C	Nutsedge, purple <i>Cyperus rotundus</i>	C
Fleabane, Philadelphia <i>Erigeron philadelphicus</i>	C	Pigweed, redroot <i>Amaranthus retroflexus</i>	C
Galinsoga <i>Galinsoga</i>	C	Pigweed, smooth <i>Amaranthus hybridus</i>	C
Groundsel, common <i>Senecio vulgaris</i>	NA	Pokeweed, common <i>Phytolacca Americana</i>	C
Jimsonweed <i>Datura stramonium</i>	NA	Purslane <i>Portulaca oleracea</i>	NA
Kyllinga, annual <i>Kyllinga sesquiflorus</i>	C	Radish, wild <i>Raphanus raphanistrum</i>	C
Kyllinga, green <i>Kyllinga breviflora</i>	C	Ragweed, common <i>Ambrosia artemisiifolia</i>	C
Kochia <i>Kochia scoparia</i>	S	Ragweed, giant <i>Ambrosia trifida</i>	C
Ladysthumb <i>Polygonum persicaria</i>	C	Shepherds purse <i>Capsella bursa-pastoris</i>	S
Lambsquarter, common <i>Chenopodium album</i>	NA	Smartweed, Pennsylvania <i>Polygonum pennsylvanicum</i>	C
Mallow, Venice <i>Hibiscus trionum</i>	C	Sunflower, common <i>Helianthus annuus</i>	C
Milkweed, common <i>Asclepias syriaca</i>	S	Velvetleaf <i>Abutilon theophrasti</i>	C
Milkweed, honeyvine <i>Ampelamus albidus</i>	S		

# RATES AND TIMING OF APPLICATION

CROP	RATE OZ/A	DIRECTIONS FOR USE
<b>TURFGRASSES</b> (INCLUDING COMMERCIAL AND RESIDENTIAL TURFGRASS, GOLF COURSES, ESTABLISHED LAWNS, ORNAMENTAL TURFGRASS AND LANDSCAPED AREAS)	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<p><b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 - 0.062 lb ai/A) after nutsedge has reached the 3 - 8 leaf stage of growth, for control of purple and yellow nutsedge and control and/or suppression of listed broadleaf weeds found in established turfgrass.</p> <p>A second treatment can be applied 6 - 10 weeks after the initial treatment.</p> <p><b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.</p>

	When applied as directed under the conditions described, the following established turfgrasses are tolerant to this product:														
<table><tr><th colspan="3">Cool-Season Grasses</th></tr><tr><td>Bentgrass, creeping (<i>Agrostis stolonifera</i>)</td><td>Fescue, Fine (<i>Festuca arundinacea</i>)</td><td>Ryegrass, Perennial (<i>Lolium perenne</i>)</td></tr><tr><td>Bluegrass, Kentucky (<i>Poa pratensis</i>)</td><td>Fescue, tall (<i>Festuca arundinacea</i>)</td><td></td></tr></table>				Cool-Season Grasses			Bentgrass, creeping ( <i>Agrostis stolonifera</i> )	Fescue, Fine ( <i>Festuca arundinacea</i> )	Ryegrass, Perennial ( <i>Lolium perenne</i> )	Bluegrass, Kentucky ( <i>Poa pratensis</i> )	Fescue, tall ( <i>Festuca arundinacea</i> )				
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ESTABLISHED WOODY ORNAMENTALS IN LANDSCAPE AREAS	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 - 0.062 lb ai/A) around any established woody ornamental species in landscaped areas. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment. <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.  For transplanted woody ornamentals, allow 3 months after transplanting before applying this product.  Avoid contact of this product to leaves of desirable plants since foliar injury, discoloration or death may result.													
FALLOW AREAS	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 - 0.062 lb ai/A) to fallow areas prior to the establishment of turfgrass or woody ornamental plants. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment. <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water. For Fallow areas, allow 4 weeks between applications and seeding or sodding of turfgrass, or transplanting woody ornamentals.													
FENCE ROWS, FUEL STORAGE AREAS, LUMBERYARDS, TANK FARMS, RIGHT-OF WAY AND ROADSIDES	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 to 0.062 lb ai/A) to roadsides and other industrial sites.  A second treatment can be applied 6 to 10 weeks after the initial treatment. <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.  This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information). <b>NOTE:</b> This product can be tank mixed with Glyphosate herbicide. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.													

	2 2/3 (0.125 lb ai/A)	<b>FOR CONTROL OF HORSETAIL (<i>Equisetum arvense</i>).</b> Apply SEDGEHAMMER as a postemergence at 2 2/3 oz by weight of this product per acre (0.125 lb ai/A) after horsetail has leafed out. This rate of product will control horsetail that is less than 6 inches tall and suppress horsetail that is greater than 6 inches tall.  Herbicide symptoms are likely to show within 2 weeks as a necrotic ring at the base of the plant, even though the leaves and stems remain green and a deep leathery green in color.
<b>OTHER NON-CROP SITES</b> (INCLUDING AIRPORTS, CAMPGROUNDS, CEMETERIES, FAIRGROUNDS, PUBLIC RECREATION AREAS, RACE TRACKS, RESIDENTIAL PROPERTY, SCHOOL GROUNDS, SPORTS FIELDS, AND TENNIS COURTS)	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 to 0.062 lb ai/A) after nutsedge has reached the 3 to 8 leaf stage of growth to other non-crop sites. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment.  <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.
<b>SOD OR TURF SEED FARMS</b>	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 to 0.062 lb ai/A) after nutsedge has reached the 3 to 8 leaf stage of growth to sod or turf seed farms. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment.  <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.

## STORAGE AND DISPOSAL

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

**PESTICIDE STORAGE:** Store under cool, dry conditions (below 120°F). Do not store under moist conditions.

**PESTICIDE DISPOSAL:** Wastes resulting from the use of this product that cannot be used or chemically reprocessed must be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state, or local procedures, or in such other method as approved under those procedures.

Emptied container retains vapor and product residue. Observe all labeled safeguards until container is destroyed.

### CONTAINER HANDLING:

#### INSTRUCTIONS FOR WATER DISPERSIBLE GRANULE IN 1.3 OUNCE BOTTLE:

Nonrefillable container. Do not reuse or refill this container. Triple rinse container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances.

**DISPOSAL AUTHORITIES:** If none of the foregoing procedures is permitted by state and local authorities, then contact your State Pesticide or Environmental control Agency, or your local Hazardous Waste Disposal office, or the Hazardous Waste Representative at the nearest EPA Regional Office for guidance.

**FOR 24-HOUR EMERGENCY ASSISTANCE (SPILL, LEAK OR FIRE), CALL CHEMTREC® (800) 424-9300.**

**For more product information, call toll-free 1-800-883-1844.**

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Our directions for use of this product are based on tests believed to be reliable. However, it is impossible to eliminate all risk associated with the use of this product. Crop injury, inadequate performance, or other unintended consequences may result due to soil or weather conditions, off target movement, presence of other materials, method of use or application, and other factors, all of which are beyond the control of Gowan Company. All such risks shall be assumed by the Buyer and User.

Gowan Company warrants that this product conforms to the specifications on the label when used in strict conformance with Direction for Use, subject to the above stated risk limitations. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, GOWAN COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, GOWAN COMPANY'S EXCLUSIVE LIABILITY FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY IS STRICTLY LIMITED TO THE PURCHASE PRICE PAID OR REPLACEMENT OF PRODUCT, AT GOWAN COMPANY'S SOLE DISCRETION.

SEDGEHAMMER® is a registered trademark of Gowan Company L.L.C.  
Chemtrec® is a registered trademark of American Chemistry Council, Inc.  
Product is protected by U.S. Patent No. 4,668,277.

01-R0621EPA

Nufarm

Pledge

Selective Herbicide

The product is a selective post-emergent herbicide for the control of listed weeds, including both broadleaf weeds and graminaceous weeds, in agricultural, commercial, and residential landscapes, and other non-crop sites including airports, corridors, fallow areas, establishment of turf grass, golf courses, landscaped areas, public recreation areas, residential property, roadside, school grounds, and other listed areas, sports fields, landscaped areas with established woody vegetation, farmlands, race tracks, tennis courts, cemeteries and rights-of-way.

## ACTIVE INGREDIENT:

Nufarm (Nufarm Inc.)

## OTHER INGREDIENTS:

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PRECAUTIONARY STATEMENTS  
HAZARDS TO HUMANS AND DOMESTIC ANIMALS  
CAUTION

Causes moderate eye irritation. Harmful if swallowed. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Use no tobacco or chewing gum while using this product.

## FIRST AID

**IF IN EYES:**

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

**IF SWALLOWED:**

- Call poison control center or physician immediately for treatment advice.
- Remove the product from mouth.
- Have person rinse mouth thoroughly with water, spit out the water.
- Have person sip a glass of water if able to swallow.
- Do not induce vomiting unless told to do so by the poison control center or doctor.
- Do not give anything by mouth to an unconscious person.

Have the product container or label with you when calling a poison control center or physician, or going for treatment. You may also contact 1-877-326-1840 for emergency medical treatment information.

## PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear:

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

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

## ENGINEERING CONTROLS STATEMENTS:

When handlers use closed systems, or 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)), the handler PPE requirements may be reduced or modified as specified in the WPS.

## USER SAFETY RECOMMENDATIONS

- Users should:
- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing if pesticides get on skin. Then wash thoroughly and put on clean clothing.

## ENVIRONMENTAL HAZARDS

This product is toxic to non-target vascular plants. Groundwater Label Advisory Statement: Halosulfuron-methyl or its salts may leach through soil and groundwater under certain conditions as a result of leaching. This chemical may leach into groundwater if used in areas where soils are permeable, particularly where the water table is shallow.

**Surface Water Advisory Statement:** This product may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soils and soils with shallow ground water. This product is classified as having high potential for reaching surface water via runoff for several months or more after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water bodies such as ponds, streams, and creeks will reduce the potential leaching of halosulfuron-methyl from runoff water and sediment. Runoff of this product will be greatly reduced by allowing applications of an herbicide to be made in a timely manner.

## DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. This product must be used in accordance with the Directions for Use on this label.

Do not apply this product to a crop that will contact humans or other animals, either directly or through drift. Only certified applicators may use it. The label during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

Read the entire label before using this product.

Use only in accordance with label instructions.

Read LABEL OF WEEDKILLER and LIABILITY before handling or using. If terms are not acceptable, return at once unopened.

## AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling or with the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR part 170). The WPS sets minimum standards for the protection of agricultural workers from pesticides. It also contains specific instructions and exceptions pertaining to the status and conditions of use of agricultural pesticides. The requirements in this label apply to uses of this product that are covered by the Worker Protection Standard. Do not enter or allow access to treated areas during this restricted entry period (REI) of 12 hours.

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

- Coveralls.
- Short-sleeved shirt.

Chemical-resistant gloves, such as nitrile rubber, neoprene rubber or polyethylene. For more options, follow instructions for category 4 and water-based formulations on an EPA chemical-resistant category selection chart.

## NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this label apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses. (Keep people and pets off treated areas until spray settles on leaves or dries.)

## Product Information

This product is a sulfonylurea herbicide that works by inhibition of amino acid synthesis (ALS). Many factors such as application rate, weed species, weed pressure, conditions of weeds including size and climate factors impact the degree of weed control. Applicators must actively manage weeds at the early stage of development as described below for optimum performance. In post-emergent areas applications, early treatment is best to control weed growth (sprouting, with the crop.

This product is a selective herbicide that acts on targeted weeds by shutting growth allowing the crop to outpace the development of the targeted weeds. Once the development of the targeted weeds is slowed, the leaves and growing points begin to die and die. Complete control typically occurs within 7 to 14 days depending on the weed species and growing conditions. Depending on the state and development of the targeted weeds, control generally takes place in 7 to 14 days.

## NON-TARGET ORGANISM ADVISORY STATEMENT

This product is toxic to plants and may adversely impact the growth and health of non-target species, including pollinators, if used adjacent to the treated area. Protect the forage and habitat of non-target organisms by minimizing spray drift. For further guidance and restrictions on use to non-target species, refer to the WPS (40 CFR part 170) and the WPS (40 CFR part 170) and the WPS (40 CFR part 170).

## WINDBLOWN SOIL PARTICLES

This product has the potential to move off-site due to wind erosion. Soil that is subject to wind erosion usually has a high pH and/or is very fine and friable, and has organic matter content. Other factors which can affect the movement of windblown soil include the intensity and direction of prevailing winds, vegetation cover, the slope, the soil, and drainage patterns. Avoid applying this product to eroding soil conditions may be expected to result in off-site movement.

## WEED RESISTANCE MANAGEMENT

For resistance management, this product contains the Group 2 herbicide - halosulfuron-methyl. Any weed population may contain or develop plants naturally resistant to this herbicide and other Group 2 herbicides. To a resistant biotype, may dominate the weed population if this herbicide are used repeatedly in the same field. Appropriate resistance management strategies should be followed. When herbicides that affect the same biotype of weed are used repeatedly, over several years, to control the same weed species in the same field, natural occurring resistant biotypes may survive a normally applied herbicide treatment, propagate, and become dominant in that field. Adequate control of these resistant weeds biotypes cannot be expected. If weed control is unsatisfactory, it may be necessary to retreat the problem areas using a product affecting a different site of action.

To delay herbicide resistance, use one or more of the following steps:

- Rotate the use of this product with other Group 2 herbicides within a growing season sequence or using growing season with different herbicide groups that control the same weeds in a field.
- Use tank mixtures with herbicides from a different group of such use is permitted. Obtain information on resistance in target weed species is available, use the least resistance-prone partner at a rate that will control the target weed(s) equally, as well as the more resistance-prone partner. Consult your local extension service or certified crop advisor if you are unsure as to which a live ingredient is a candidate less prone to resistance.
- Adopt an integrated weed management program for herbicide use that includes scouting and uses historical information related to herbicide use and crop rotation, and that considers tillage for other mechanical control methods, cultural (e.g., crop rotation, seed selection, and timing to favor the crop and not the weeds), biological (weed competitive crops, or varieties and other management practices).
- Scout after herbicide application to monitor weed populations for early signs of resistance development. Callers of possible biotype resistance include: (1) a live to control a weed species normally controlled by the herbicide after the weed species is achieved; (2) a live to control a weed species after the herbicide is applied; (3) a live to control a weed species after the herbicide is applied; (4) a live to control a weed species after the herbicide is applied; (5) a live to control a weed species after the herbicide is applied; (6) a live to control a weed species after the herbicide is applied; (7) a live to control a weed species after the herbicide is applied; (8) a live to control a weed species after the herbicide is applied; (9) a live to control a weed species after the herbicide is applied; (10) a live to control a weed species after the herbicide is applied; (11) a live to control a weed species after the herbicide is applied; (12) a live to control a weed species after the herbicide is applied; (13) a live to control a weed species after the herbicide is applied; (14) a live to control a weed species after the herbicide is applied; 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**SEDGEHAMMER® is a selective herbicide for the control of nutsedge and other weeds in turfgrass and landscaped areas.**

**ACTIVE INGREDIENT:**

Halosulfuron-methyl, methyl 3-chloro-5-(4,6-dimethoxypyrimidin-2-ylcarbamoylsulfamoyl)-1-methylpyrazole-4-carboxylate.....

% by Wt.

75.0%

**OTHER INGREDIENTS:**

25.0%

**Total: 100.0%**

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

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

FIRST AID	
<b>IF IN EYES</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after 5 minutes, then continue rinsing eye.</li> <li>• Call poison control center or doctor for treatment advice.</li> </ul>
<b>IF SWALLOWED</b>	<ul style="list-style-type: none"> <li>• Call poison control center or doctor immediately for treatment advice.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>• Do not give anything to an unconscious person.</li> </ul>
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center, doctor, or going for treatment. For medical emergencies involving this product, call toll free 1-888-478-0798.	

**PRECAUTIONARY STATEMENTS  
HAZARDS TO HUMANS AND DOMESTIC ANIMALS  
CAUTION**

Causes moderate eye irritation. Harmful if swallowed. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

**Applicators and other handlers must wear:**

- long-sleeved shirt and long pants
- shoes plus socks.

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

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

**USER SAFETY RECOMMENDATIONS**

**Users should:**

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

**Gowan**  
The Go-To Company

EPA Reg. No. 81880-1-10163

Distributed by:  
Gowan Company  
P.O. Box 5569  
Yuma, AZ 85366-5569

## ENVIRONMENTAL HAZARD SECTION OF PRECAUTIONARY STATEMENTS

### GROUNDWATER ADVISORY

This product is toxic to non-target vascular plants. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

Halosulfuron-methyl is known to leach through soil into ground water under certain conditions as a result of label use. This chemical may leach into ground water if used in areas where soils are permeable, particularly where the water table is shallow.

### SURFACE WATER ADVISORY

This product may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soils and soils with shallow ground water. This product is classified as having high potential for reaching surface water via runoff for several months or more after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water features such as ponds, streams, and springs will reduce the potential loading of halosulfuron-methyl from runoff water and sediment. Runoff of this product will be greatly reduced by avoiding applications when rainfall or irrigation is expected to occur within 48 hours.

### AGRICULTURAL USE REQUIREMENTS

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

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

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

- Coveralls
- Chemical resistant gloves made of any waterproof material
- Shoes plus socks

### NON-AGRICULTURAL USE REQUIREMENTS

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

- Keep people off treated areas until spray solution has dried.

### DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

### WINDBLOWN SOIL PARTICLES

SEDGEHAMMER has the potential to move off-site due to wind erosion. Soils that are subject to wind erosion usually have a high silt and/or fine to very fine sand fractions and low organic matter. Other factors which can affect the movement of windblown soil include the intensity and direction of prevailing winds, vegetative cover, site slope, rainfall, and drainage patterns. Avoid applying SEDGEHAMMER if prevailing local conditions may be expected to result in off-site movement.

### NON-TARGET ORGANISM ADVISORY

This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in areas adjacent to the treated area. Protect the forage and habitat of non-target organisms by minimizing spray drift.

### PRODUCT INFORMATION

SEDGEHAMMER is a water dispersible granule (WDG) that selectively controls broadleaf weeds and nutsedges such as purple and yellow nutsedge in established lawns, ornamental turfgrass, and landscaped areas. SEDGEHAMMER can be applied to commercial and residential turf and on other non-crop sites including: airports, campgrounds, cemeteries, fairgrounds, fence rows, fallow areas, fuel storage areas, golf courses, landscaped areas, established woody ornamentals in landscape areas, lumberyards, public recreation areas, race tracks, residential property, rights-of-way, roadsides, school grounds, sod or turf seed farms, sports fields, tank farms and tennis courts.

### WEED RESISTANCE STATEMENT

SEDGEHAMMER contains a (Group 2) herbicide. Any weed population may contain or develop plants naturally resistant to (Group 2) Halosulfuron-methyl herbicides. Weed species with acquired resistance to (Group 2) Halosulfuron-methyl may eventually dominate the weed population if (Group 2) Halosulfuron-methyl herbicides are used repeatedly in the same field or in successive years as the primary method of control for targeted species. This may result in partial or total loss of control of those species by SEDGEHAMMER or other (Group 2) herbicides. Suspected herbicide-resistant weeds may be identified by these indicators:

- Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
- A spreading patch of non-controlled plants of a particular weed species; and
- Surviving plants mixed with controlled individuals of the same species.

To delay herbicide resistance consider:

- Rotate the use of (Sedgehammer Herbicide) or other Group (2) herbicides within a growing season sequence or among growing seasons with different herbicide groups that control the same weeds in a field.

- Use tank mixtures with herbicides from a different group if such use is permitted; where information on resistance in target weed species is available, use the less resistance-prone partner at a rate that will control the target weed(s) equally as well as the more resistance-prone partner.
- Consult your local extension service or certified crop advisor if you are unsure as to which active ingredient is currently less prone to resistance.
- Adopt an integrated weed-management program for herbicide use that includes scouting and uses historical information related to herbicide use and crop rotation, and that considers tillage (or other mechanical control methods), cultural (e.g., higher crop seeding rates; precision fertilizer application method and timing to favor the crop and not the weeds), biological (weed-competitive crops or varieties) and other management practices.
- Scout before and after herbicide application to monitor weed populations for early signs of resistance development. Indicators of possible herbicide resistance include:
  - (1) failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
  - (2) a spreading patch of non-controlled plants of a particular weed species;
  - (3) surviving plants mixed with controlled individuals of the same species.
- If resistance is suspected, prevent weed seed production in the affected area by an alternative herbicide from a different group or by a mechanical method such as hoeing or tillage. Prevent movement of resistant weed seeds to other fields by cleaning harvesting and tillage equipment when moving between fields, and planting clean seed.
- If a weed pest population continues to progress after treatment with this product, discontinue use of this product, and switch to another management strategy or herbicide with a different mode of action, if available.
- Contact your local extension specialist or certified crop advisors for additional pesticide resistance-management and/or integrated weed-management recommendations for specific crops and weed biotypes. For further information or to report suspected resistance or lack of performance, you may contact Gowan Company at 1-800-883-1844.
- For mixtures of herbicides remind the user that each listed weed may not be controlled by multiple mechanisms of action.

#### **SPRAY DRIFT**

##### **Boom-less Ground Applications:**

- Applicators are required to use a Medium or coarser droplet size (ASABE S572.1) for all applications.
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

#### **SPRAY DRIFT ADVISORIES**

##### **Boom-less Ground Applications:**

Setting nozzles at the lowest effective height will help to reduce the potential for spray drift.

#### **APPLICATION EQUIPMENT AND INSTRUCTIONS**

Calibrate application equipment prior to application of this product. Application should be uniform and of sufficient volume to avoid streaking or skips. Spray the target weeds thoroughly and wet the entire leaf surface of the undesirable plants. Avoid excessive overlap of the spray.

**Instructions for water dispersible granule in 1.3 oz bottle:** Mix 0.9 gram of this product (using the 0.9 gram measuring scoop provided) in one or two gallons of water to treat 1000 square feet. Add 2 teaspoons (1/3 fluid ounce) of nonionic surfactant per gallon of water. Ensure the product is measured as a level scoop and not rounded.

#### **ADJUVANTS**

Always use 0.25-0.5 percent v/v of a nonionic surfactant (1-2 quarts per 100 gallons of spray solution) for broadcast applications. For high volume applications, DO NOT exceed 1 quart of surfactant per acre. Use only nonionic surfactants that contain at least 80 percent active material.

#### **MIXING INSTRUCTIONS**

This product can be tank mixed with Glyphosate herbicide for application as a directed spray in landscaped or fallow areas. Tank mix with Glyphosate herbicide in landscape and fallow areas and turf renovation. Do not exceed the specified amount of surfactant due to the potential for turf injury at higher rates. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

#### **USE PRECAUTIONS**

- For best results, do not mow turf for 2 days before or 2 days after application.
- For best results, use the lower rate in light infestations and the higher rate in heavy infestations.
- Avoid applications when rainfall is forecasted to occur within 4 hours.
- This product can be used on seeded, sodded, or sprigged turfgrass that is well established. Allow the turf to develop a good root system and uniform stand before application.
- Treated areas can be overseeded with annual or perennial ryegrass or bermudagrass, 2 weeks after application.
- Color plants or herbaceous ornamentals may be injured when transplanted into landscaped areas treated with SEDGEHAMMER.
- Avoid application of SEDGEHAMMER when turfgrass or nutsedge is under stress since turf injury and poor nutsedge control may result.

#### **USE RESTRICTIONS**

- No more than 4 applications can be made per year with a minimum of 14 days between applications.
- Do not exceed 5 1/3 oz by weight of this product (0.25 lb active ingredient) per acre per 12 month period.
- Do not apply as an over-the-top spray to desirable flowers, ornamentals, vegetables, shrubs or trees.
- Do not apply this product to golf course putting greens.
- Do not apply this product through any type of irrigation system.
- Do not apply this product by air.
- Do not exceed the specified amount of surfactant due to the potential for turf injury at higher rates. Refer to the surfactant label and observe all precautions, mixing and application instructions.

# **WEEDS CONTROLLED BY SEDGEHAMMER**

C = Control, S = Suppression, NA = No Activity

WEED SPECIES	POSTEMERGENT ACTIVITY	WEED SPECIES	POSTEMERGENT ACTIVITY
Burcucumber <i>Sicyos angulatus</i>	S	Morningglory, tall & Ivyleaf <i>Ipomoea spp.</i>	S
Cocklebur, common <i>Xanthium strumarium</i>	C	Mustard, wild <i>Sinapis arvensis</i>	C
Corn Spurry <i>Spergula arvensis</i>	C	Nutsedge, yellow <i>Cyperus esculentus</i>	C
Flatsedge, rice <i>Cyperus iria</i>	C	Nutsedge, purple <i>Cyperus rotundus</i>	C
Fleabane, Philadelphia <i>Erigeron philadelphicus</i>	C	Pigweed, redroot <i>Amaranthus retroflexus</i>	C
Galinsoga <i>Galinsoga</i>	C	Pigweed, smooth <i>Amaranthus hybridus</i>	C
Groundsel, common <i>Senecio vulgaris</i>	NA	Pokeweed, common <i>Phytolacca Americana</i>	C
Jimsonweed <i>Datura stramonium</i>	NA	Purslane <i>Portulaca oleracea</i>	NA
Kyllinga, annual <i>Kyllinga sesquiflorus</i>	C	Radish, wild <i>Raphanus raphanistrum</i>	C
Kyllinga, green <i>Kyllinga breviflora</i>	C	Ragweed, common <i>Ambrosia artemisiifolia</i>	C
Kochia <i>Kochia scoparia</i>	S	Ragweed, giant <i>Ambrosia trifida</i>	C
Ladysthumb <i>Polygonum persicaria</i>	C	Shepherds purse <i>Capsella bursa-pastoris</i>	S
Lambsquarter, common <i>Chenopodium album</i>	NA	Smartweed, Pennsylvania <i>Polygonum pennsylvanicum</i>	C
Mallow, Venice <i>Hibiscus trionum</i>	C	Sunflower, common <i>Helianthus annuus</i>	C
Milkweed, common <i>Asclepias syriaca</i>	S	Velvetleaf <i>Abutilon theophrasti</i>	C
Milkweed, honeyvine <i>Ampelamus albidus</i>	S		

## **RATES AND TIMING OF APPLICATION**

CROP	RATE OZ/A	DIRECTIONS FOR USE
<b>TURFGRASSES</b> (INCLUDING COMMERCIAL AND RESIDENTIAL TURFGRASS, GOLF COURSES, ESTABLISHED LAWNS, ORNAMENTAL TURFGRASS AND LANDSCAPED AREAS)	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<p><b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 - 0.062 lb ai/A) after nutsedge has reached the 3 - 8 leaf stage of growth, for control of purple and yellow nutsedge and control and/or suppression of listed broadleaf weeds found in established turfgrass.</p> <p>A second treatment can be applied 6 - 10 weeks after the initial treatment.</p> <p><b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.</p>

When applied as directed under the conditions described, the following established turfgrasses are tolerant to this product:														
<table><tr><th colspan="3">Cool-Season Grasses</th></tr><tr><td>Bentgrass, creeping (<i>Agrostis stolonifera</i>)</td><td>Fescue, Fine (<i>Festuca arundinacea</i>)</td><td>Ryegrass, Perennial (<i>Lolium perenne</i>)</td></tr><tr><td>Bluegrass, Kentucky (<i>Poa pratensis</i>)</td><td>Fescue, tall (<i>Festuca arundinacea</i>)</td><td></td></tr></table>			Cool-Season Grasses			Bentgrass, creeping ( <i>Agrostis stolonifera</i> )	Fescue, Fine ( <i>Festuca arundinacea</i> )	Ryegrass, Perennial ( <i>Lolium perenne</i> )	Bluegrass, Kentucky ( <i>Poa pratensis</i> )	Fescue, tall ( <i>Festuca arundinacea</i> )				
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<table><tr><th colspan="3">Warm-Season Grasses</th></tr><tr><td>Bahiagrass (<i>Paspalum notatum</i>)</td><td>Kikuyugrass (<i>Pennisetum clandestinum</i>)</td><td>Zoysiagrass (<i>Zoysia japonica</i>)</td></tr><tr><td>Bermudagrass (<i>Cynodon dactylon</i>)</td><td>Seashore paspalum (<i>Paspalum vaginatum</i>)</td><td></td></tr><tr><td>Centipedegrass (<i>Eremochloa ophiuroides</i>)</td><td>St. Augustine grass (<i>Stenotaphrum secundatum</i>)</td><td></td></tr></table>			Warm-Season Grasses			Bahiagrass ( <i>Paspalum notatum</i> )	Kikuyugrass ( <i>Pennisetum clandestinum</i> )	Zoysiagrass ( <i>Zoysia japonica</i> )	Bermudagrass ( <i>Cynodon dactylon</i> )	Seashore paspalum ( <i>Paspalum vaginatum</i> )		Centipedegrass ( <i>Eremochloa ophiuroides</i> )	St. Augustine grass ( <i>Stenotaphrum secundatum</i> )	
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ESTABLISHED WOODY ORNAMENTALS IN LANDSCAPE AREAS	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<p><b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 - 0.062 lb ai/A) around any established woody ornamental species in landscaped areas. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).</p> <p>A second treatment can be applied 6 to 10 weeks after the initial treatment.</p> <p><b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.</p> <p>For transplanted woody ornamentals, allow 3 months after transplanting before applying this product.</p> <p>Avoid contact of this product to leaves of desirable plants since foliar injury, discoloration or death may result.</p>												
FALLOW AREAS	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<p><b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 - 0.062 lb ai/A) to fallow areas prior to the establishment of turfgrass or woody ornamental plants. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).</p> <p>A second treatment can be applied 6 to 10 weeks after the initial treatment.</p> <p><b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water. For Fallow areas, allow 4 weeks between applications and seeding or sodding of turfgrass, or transplanting woody ornamentals.</p>												
FENCE ROWS, FUEL STORAGE AREAS, LUMBERYARDS, TANK FARMS, RIGHT-OF WAY AND ROADSIDES	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<p><b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 to 0.062 lb ai/A) to roadsides and other industrial sites.</p> <p>A second treatment can be applied 6 to 10 weeks after the initial treatment.</p> <p><b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.</p> <p>This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).</p> <p><b>NOTE:</b> This product can be tank mixed with Glyphosate herbicide. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.</p>												

	2 2/3 (0.125 lb ai/A)	<b>FOR CONTROL OF HORSETAIL (<i>Equisetum arvense</i>).</b> Apply SEDGEHAMMER as a postemergence at 2 2/3 oz by weight of this product per acre (0.125 lb ai/A) after horsetail has leafed out. This rate of product will control horsetail that is less than 6 inches tall and suppress horsetail that is greater than 6 inches tall.  Herbicide symptoms are likely to show within 2 weeks as a necrotic ring at the base of the plant, even though the leaves and stems remain green and a deep leathery green in color.
<b>OTHER NON-CROP SITES</b> (INCLUDING AIRPORTS, CAMPGROUNDS, CEMETERIES, FAIRGROUNDS, PUBLIC RECREATION AREAS, RACE TRACKS, RESIDENTIAL PROPERTY, SCHOOL GROUNDS, SPORTS FIELDS, AND TENNIS COURTS)	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 to 0.062 lb ai/A) after nutsedge has reached the 3 to 8 leaf stage of growth to other non-crop sites. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment.  <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.
<b>SOD OR TURF SEED FARMS</b>	2/3 – 1 1/3 (0.031 to 0.062 lb ai/A)	<b>Broadcast Applications:</b> Apply SEDGEHAMMER as a postemergence spray at 2/3 - 1 1/3 oz by weight of this product per acre (0.031 to 0.062 lb ai/A) after nutsedge has reached the 3 to 8 leaf stage of growth to sod or turf seed farms. This product will control purple and yellow nutsedge and control and/or suppress listed broadleaf weeds (see weeds controlled chart for additional information).  A second treatment can be applied 6 to 10 weeks after the initial treatment.  <b>Spot Treatments:</b> Mix 0.9 g of this product in 1 or 2 gal of water to treat 1000 sq ft. Add 2 tsp (1/3 fl oz) of nonionic surfactant per gallon of water.

## STORAGE AND DISPOSAL

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

**PESTICIDE STORAGE:** Store under cool, dry conditions (below 120°F). Do not store under moist conditions.

**PESTICIDE DISPOSAL:** Wastes resulting from the use of this product that cannot be used or chemically reprocessed must be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state, or local procedures, or in such other method as approved under those procedures.

Emptied container retains vapor and product residue. Observe all labeled safeguards until container is destroyed.

### CONTAINER HANDLING:

#### INSTRUCTIONS FOR WATER DISPERSIBLE GRANULE IN 1.3 OUNCE BOTTLE:

Nonrefillable container. Do not reuse or refill this container. Triple rinse container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill or by incineration. Do not burn unless allowed by state and local ordinances.

**DISPOSAL AUTHORITIES:** If none of the foregoing procedures is permitted by state and local authorities, then contact your State Pesticide or Environmental control Agency, or your local Hazardous Waste Disposal office, or the Hazardous Waste Representative at the nearest EPA Regional Office for guidance.

**FOR 24-HOUR EMERGENCY ASSISTANCE (SPILL, LEAK OR FIRE), CALL CHEMTREC® (800) 424-9300.**

**For more product information, call toll-free 1-800-883-1844.**

### NOTICE OF CONDITIONS OF SALE AND WARRANTY AND LIABILITY LIMITATIONS

**Important:** Read the entire Directions for Use and Notice of Conditions of Sale and Warranty and Liability Limitations before using this product. If terms are not acceptable return the unopened container for a full refund.

Our directions for use of this product are based on tests believed to be reliable. However, it is impossible to eliminate all risk associated with the use of this product. Crop injury, inadequate performance, or other unintended consequences may result due to soil or weather conditions, off target movement, presence of other materials, method of use or application, and other factors, all of which are beyond the control of Gowan Company. All such risks shall be assumed by the Buyer and User.

Gowan Company warrants that this product conforms to the specifications on the label when used in strict conformance with Direction for Use, subject to the above stated risk limitations. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, GOWAN COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, GOWAN COMPANY'S EXCLUSIVE LIABILITY FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY IS STRICTLY LIMITED TO THE PURCHASE PRICE PAID OR REPLACEMENT OF PRODUCT, AT GOWAN COMPANY'S SOLE DISCRETION.

SEDGEHAMMER® is a registered trademark of Gowan Company L.L.C.  
Chemtrec® is a registered trademark of American Chemistry Council, Inc.  
Product is protected by U.S. Patent No. 4,668,277.

01-R0621EPA



# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000195

MA Version: 1

Page: 1 of 12

Description: Pesticides, Herbicides & Chemicals

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: STEPHEN ROMERO Phone: 5207243021 Email: stephen.romero@pima.gov</p>	T E R M S	<p>Initiation Date: 08-08-2022 Expiration Date: 08-07-2023</p> <div><p>NTE Amount:</p><p>Used Amount: \$0.00</p></div>
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V E N D O R	<p>Nutrien AG Solutions Inc 3005 ROCKY MOUNTAIN AVE LOVELAND CO 80538</p>	<p>Contact: Angela Nitka Phone: 520-631-3717 Email: gigi.nitka@cpsagu.com Terms: 0.00 % Days: 30</p>
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Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

**Modification Reason**

This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$506,000.00 (including sales tax) and includes four (4) one-year renewal options.  
Attachments: Offer Agreements.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000195

MA Version: 1

Page: 2 of 12

Line	Description					
1	AMRDO. 1lb. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$10.95			
2	Captain XTR, 2.5 Gal					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$43.50			
3	CELSIUS WG					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	OZ	\$11.03			
4	Cistern-G soil Surfactant and Humectant, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$69.00			
5	Confront - 1 Gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$150.00			
6	Copper Sulfate, Large, 50 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$142.50			
7	Criterion 75 WSP					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$24.00			
8	Defoamer (in Squirt Bottle, Not Pump Bottle)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	QT	\$24.00			
9	Drive XLR8 Herbicide					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$49.50			
10	Evade 4FL, FX 1 Gal.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$81.00			
11	Game On					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$53.00			
12	Garlon 4 ULTRA, 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$225.00			
13	Giant Destroyers, 4/PK/12/cs					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CS	\$49.32			
14	Kaput-D Pocket Gopher Bait, 5 lb. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$20.55			
15	Katana Selective Herbicide 1 Gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$576.45			
16	Kleenup Pro, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$117.50			
17	Komeen, 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$82.23			
18	LI 700 Spreader Sticker 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$85.00			
19	Liberate Non-Ionic Surfactant 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$92.25			



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000195

MA Version: 1

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Line	Description					
20	Malice 75WSP, 48, 1.6oz/Case					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CS	\$1,304.60			
21	Marking Foam , Enduron					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$34.50			
22	Monument					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	PKG	\$49.50			
23	MSO Concentrate w/Lecitec Methylated Seed Oil, 2.5 Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$60.00			
24	Musketeer Turf Growth Regulator, 2.5 Gal. 2/Box					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BOX	\$1,709.55			
25	Omega Gopher Grain Bait, 5 lb. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$37.50			
26	Oxidiazon 2G					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$75.00			
27	Pendulum PreEmergent Herbicide, Aquacap or EC					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$107.25			
28	Podium					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$165.00			
29	Prosedge 2 Herbicide 1.33oz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$57.00			
30	Pennant Magnum Herbicide					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$240.00			
31	Reservoir DG- Wetting Agent of Turf, 50-lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$142.50			
32	Resolute 4 L, 2.5 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$81.00			
33	Revolver Herbicide .87oz Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$632.00			
34	R-11 Sticker 2.5 Gallon Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$59.25			
35	Roundup Pro Herbicide, 2.5 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$117.50			
36	Roundup ProMax Herbicide, 1.67 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$85.17			
37	Roundup Custom 2.5 gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$117.50			
38	Roundup Pro, 30 Gal. Drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DM	\$1,410.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000195

MA Version: 1

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Line	Description					
39	Sapphire Herbicide, 1 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$600.00			
40	Speedzone Herbicide, 2.5 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$217.38			
41	Speedzone Southern Herbicide 2.5 Gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$177.50			
42	Specticle Flo					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$1,861.00			
43	SureGuard SC, 4X1JU, 64oz Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$567.50			
44	Tempo SC Ultra Pesticide, 240 ml.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$54.00			
45	Trekker Trax, Gal.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$34.50			
46	Tribute Total Herbicide, 6oz. Bottle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BTL	\$382.00			
47	Turf Trax, Blue Spray Indicator, 1 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$32.70			
48	Wasp and Hornet Freeze, 17.5 oz. Can					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.90			
49	All Clear Tank De-Contaminator, 1 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$30.00			
50	46-0-0 Prilled Urea, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$34.50			
51	Game Up 1 gal., Growth Regulator					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$165.00			

**INSTRUCTIONS TO OFFERORS**

FAILURE TO COMPLY MAY CAUSE COUNTY TO IMPROPERLY EVALUATE THE BID OR TO CONSIDER THE BID TO BE NON-RESPONSIVE

**1. PREPARATION OF RESPONSES:**

Offeror's submission must use the forms contained in this package. Offerors must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Any surety that this solicitation requires may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

**2. OFFER AGREEMENT: Pesticides, Herbicides & Chemicals/15 Pages:**

An authorized representative of Offeror **MUST** complete and sign the Offer Agreement document, certifying that the Offeror is willing and able to meet all requirements of the solicitation. The completed and signed Offer Agreement becomes a binding offer once submitted by Offeror and opened by County on the **Due In and Open** date. Once County accepts and executes the agreement, as defined by the process in this solicitation, the Offer Agreement becomes a legal contract between Offeror and County for the goods and services described therein.

**Contractor Minimum Qualifications:**

Contractor Minimum Qualifications are intended to establish the Offeror's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract Offeror must submit with the Offer Agreement all documents specified in the *Contractor Minimum Qualifications* section of the Offer Agreement. If requested in that section, Offeror must denote the license numbers or descriptions and other information requested.

**Unit Prices & Bid Certification:**

Offerors must fully complete and sign the "*Compensation & Payment*" and "*Bid/Offer Certification*" sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, Offeror must provide a Unit Price for all items defined by the Offer Agreement Unit Prices schedule. Offeror must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information for the product being offered. All unit prices must remain firm for the initial term of the executed agreement, with the exception that should Offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at a price more favorable than those given to County, Offeror must offer the same pricing to County effective on the date that price is offered to another buyer. Offeror's unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Offeror must separately invoice taxes applied to the unit price and legally applicable to Pima County purchase transactions and not include them in the item unit price. Unit Prices must include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article must be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). County will not pay any additional charges and Offeror will not invoice them. Unit prices prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days' means "calendar" days.

County reserves the right to question, clarify and correct obvious errors.

**3. SPECIFICATIONS & DEVIATIONS:**

The specifications included in this solicitation intend to identify the kind and quality of goods or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models and numbers, when given, intend to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless the solicitation otherwise specifies.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

Items included in Offeror's bid must meet the specifications and requirements set forth by the solicitation.

This is a **"no substitute"** solicitation therefore items included in Offeror's bid must meet the specifications and requirements set forth by the solicitation. Deviations are not allowed.

Deviation requests must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Offerors must submit deviation requests to County prior to the initial solicitation due date. County may not answer requests submitted within eight (8) days of the solicitation due date. Acceptance or rejection of said deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

County may consider conditional bids that do not conform to or that request exceptions to the published solicitation (and amendments) as non-responsive and may not evaluate them.

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (14) days after request by the County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

#### **4. SUBMISSION OF BIDS:**

Submissions are binding offers and will result in a binding contract upon acceptance by County by issuance of a properly executed contract document referencing said Offer.

Offerors are to complete, execute and submit one original and one copy/one digital copy Universal Serial Bus (USB) flash drive.

**A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete offer agreement will consist of:**

- 1. All Fifteen (15) pages of the Offer Agreement (which include Pima County's Standard Terms and Conditions), with the following sections and their requirements completed:**
  - **Section 3: Contractor Minimum Qualifications and supporting documents**
  - **Section 5: Sustainability**
  - **Section 8: Compensation & Payment**
  - **Section 13: Acknowledgement of Solicitation Amendments**
  - **Section 14: Small Business Enterprise (SBE) Certification**
  - **Section 15: Bid/Offer Certification Page**
- 2. Any other documents required by the solicitation.**

**NOTE: Insurance certification documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.**

County must receive and time-stamp bids at the specified location at or before the Due In and Opens date and time as defined by the Invitation for Bid. County's time-stamp is the official time used to determine the timeliness of the submittal. County will not accept Bids and modifications that County receives after the Due In and Opens date and time and County may return them unopened. County will open and record timely submittals promptly after the Due In and Opens date and time.

An authorized agent of Offeror must sign bids and submit them in a sealed envelope marked or labeled with the Offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due In and Opens date and time that the Invitation for Bid specifies.

County will not accept emailed or facsimiles of bids.

Failure of Offeror to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as *non-responsive* and not evaluate it.

**5. COMPLIANCE WITH AGREEMENT:**

County will execute an agreement with the successful Offeror by issuance of a Master Agreement ("MA") or Purchase Order ("PO").

**6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA):**

County will not provide results of this procurement in response to telephone inquiries. Interested parties may attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Offeror must notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the Due In and Open date set for receipt of the bid or proposal. County will respond by written amendment sent to all known potential Offerors. County may not answer issues identified less than eight (8) days prior to the Due In and Opens date.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through [http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty\\_az/title11pimacountyprocurementcode/chapter1120protests?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:pimacounty\\_az\\$anc=JD\\_Chapter11.20](http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$anc=JD_Chapter11.20). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of Offerors and Proposers to check the website.

**7. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement govern.

**8. VENDOR RECORD MAINTENANCE:**

By submitting a response to this solicitation, Offeror agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the solicitation due date. Offeror also agrees to update the information within ten (10) calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that Offeror establish and maintain email functionality. In addition to providing the means for an Offeror to create and maintain its Vendor record, VSS also provides for email notice to Offeror regarding solicitations that County publishes for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

**9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE:**

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, County will give a 5% bid preference to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by County. If County accepts the certification, it will evaluate the bid at 95% of the bid amount to determine the low and responsive bid. If County makes an award of contract, the contract will utilize the Unit Prices, or Lump Sum, as bid.

**To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate** which they may acquire from the City of Tucson; Department of Procurement. The City of Tucson SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: [http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx).

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

**10. DOCUMENTS MARKED CONFIDENTIAL:**

**Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are

public records. As such, those documents are subject to release or review by the general public upon request, including competitors.

**Records Marked Confidential; Notice and Protective Order.** If Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Offeror has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

**END OF INSTRUCTIONS TO OFFERORS**

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Pesticides, Herbicides & Chemicals for athletic fields, landscaped areas and parks in Pima County, on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

Intent to award multiple vendors: Primary, Secondary and Tertiary (if available).

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the documentation are attached with the bid.
1	Contractor must be in the business selling Pesticides, Herbicides & Chemicals for a minimum of three (3) consecutive years including current year.  <b><i>Submit a Copy of Business Licenses.</i></b>	<input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No
2	Contractor must have a Business License to sell Fertilizers & Soil Conditioners as required by the Arizona Department of Agriculture for at least three (3) consecutive years.  <b><i>Submit a Copy of current Arizona Dept. of Agriculture Seller's Permit.</i></b>	<input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor shall abide by policies, rules and regulations of State of Arizona Office of Pest Management, Department of Agriculture and the Environmental Protection Agency (EPA), regarding the proper handling and use of Pesticides, Herbicides, and Chemicals. Products must include a hazardous material **Safety Data Sheet (SDS)**.

- Contractor shall provide items as specified on the item list. No substitution or Deviations allowed.
- All products shall be stored, handled and disposed in a manner that complies with the rules and regulations of Federal and State agencies, regarding Pesticides, Herbicides, Fertilizers and Chemicals.

- Contractor shall dispose of scrap and unused goods and equipment appropriately to be environmentally responsible.
- Contractor shall provide the consumer as many environmentally preferable products as possible.
- Contractor shall modify business practices to decrease air, water and ground pollution.
- Contractor practices to conserve energy and water use.
- Contractor must recycle paper, cardboard and other recyclable materials in a responsible manner. Contractor should purchase eco-friendly supplies whenever possible including office supplies.
- Items should be free of damage. Damaged items will be returned to Contractor and replacement items will be delivered at no additional cost to the County. Damaged items will be immediately brought to the attention of the Contractor.
- Contractor is responsible for all damaged items, except to the extent caused by County's negligence.

##### 5. **SUSTAINABILITY:**

In accordance with BOS Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** which of the following your business incorporates:

- ☐ Waste prevention/reduction or material recycling/reuse?
- ☐ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ☐ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- ☐ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)?

##### 6. **OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offers and execute this shared contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department Issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

##### 7. **ACCEPTANCE OF GOODS & SERVICES:**

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

##### 8. **COMPENSATION & PAYMENT:**

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	AMRDO. 1lb. Container	300	CONT	12.23	3669.00
2	Captain XTR, 2.5 Gal	10	GAL	41.97	419.70
3	CELSIUS WG (agency)	10	OZ	110.25	1102.50
4	Cistem-G soil Surfactant and Humectant, 50 lb. Bag	10	BAG	183.04	1830.40
5	Confront - 1 Gal Container	12	GAL	154.38	1852.56
6	Confrac Blox (rat bait) 16 lbs. or Greater	40	LB	6.04	241.60
7	Copper Sulfate, Large, 50 lb. <i>Chlor Green Pro</i>	10	BAG	102.00	1020.00
8	Criterion 75 WSP (4x6.1oz pkg)	50	CONT	28.64	1432.00
9	Defoamer (in squirt bottle, not pump bottle)	12	1 QT	NB	NB
10	Dimension 2EW, 2.5 Container	5	CONT	584.68	2923.40
11	Drive XLR8 Herbicide	10	.50 GAL	50.34	503.40
12	Evade 4FL, FX 1 Gal. <i>Resolute 4L</i>	22	GAL	87.00	1914.00
13	Game On	60	GAL	140.00	8400.00
14	Garlon 4 ULTRA, 2.5 container (No longer made)	10	CONT	NB	NB
15	Giant Destroyers, 4/PK/12/cs	80	CS	240.00	19200.00
16	Kaput-D Pocket Gopher Bait, 5 lb. Container	50	CONT	32.50	1625.00
17	Katana Selective Herbicide 1 Gal Container (3oz bot)	12	CONT	204.63	2455.56
18	Kleenup Pro, 2.5 Gal. Jug <i>Ranger Pro</i>	100	JUG	115.00	11500.00
19	Komeen, 2.5 Container	10	CONT	NB	NB
20	Lada 75-WSP 1 gal container 148.50	25	CONT	NB	NB
21	LI 700 Spreader Sticker 2.5 Container <i>R-11</i>	15	CONT	99.98	1499.70
22	Liberate non-ionic surfactant 2.5 container <i>Kainer</i>	12	CONT	126.83	1521.96
23	Malice 75WSP, 48, 1.6oz/Case	8	CS	114.50	916.48
24	Maxforce Complete Granular Insect Bait, 8 oz.	30	EA	18.95	568.50
25	Maxforce Complete Granular Insect Bait, 4 lb. jug	25	JUG	84.04	2101.00
26	Marking Foam, Enduron	30	GAL	31.13	933.90
27	Monument (agency)	200	5 Gram Pkg	275.00	55000.00
28	MSO Concentrate w/Lecitec Methylated Seed Oil, 2.5 Jug <i>Hasten</i>	10	JUG	59.15	591.50
29	Musketeer Turf Growth Regulator, 2.5 Gal. 2/box	6	BOX	1719.50	10257.36
30	Omega Gopher Grain Bait, 5 lb. Jug	90	JUG	32.50	2925.00
31	Oxidiazon 2G	275	50lb BAG	NB	NB
32	Pendulum PreEmergent Herbicide (Aquacap) or EC	325	CONT	119.18	38737.60
33	Podium	40	GAL	170.21	6808.40
34	Potassium Permanganate, granular, 7722-64-7, 55 lb. Pail	10	PAIL	702.78	7027.80
35	Prosege 2 Herbicide 1.33oz <i>Dismiss Can</i>	10	EA	85.74	857.40
36	Pennant Magnum Herbicide	8	GAL	NB	NB
37	Reservoir DG- Wetting Agent of Turf, 50-lb. Bag	6	EA	183.04	1098.24
38	Resolute 4 L, 2.5 Gal. Container	22	CONT	87.00	1914.00
39	Revolver Herbicide .87oz Container (agency)	20	CONT	632.00	12640.00
40	R-11 Sticker 2.5 Gallon Container	10	CONT	99.98	999.80
41	Roundup Pro Herbicide, 2.5 Gal. Container	350	CONT	125.00	43750.00
42	Roundup ProMax Herbicide, 1.67 Gal. Container	485	CONT	101.79	49368.15

43	Roundup Custom 2.5 gal Container	190	CONT	129.95	24609.50
44	Roundup Pro, 30 Gal. Drum	2	DM	1356.20	2712.40
45	Sapphire Herbicide, 1 Gal. Container	20	CONT	631.58	12631.60
46	Sensipro Green Links XFW, 2.5 Gal Jug	130	JUG	167.38	8759.46
47	Speedzone Herbicide, 2.5 Gal. Container (Repeat)	40	CONT	NB	NB
48	Speedzone Southern Herbicide 2.5 Gal Container	70	CONT	184.85	13079.50
49	Specticle Flo (agency)	8	GAL	186.00	1488.00
50	SureGuard Pre-Emergent Dry, 5lb. Container	20	CONT	NB	NB
51	SureGuard SC, 4X1JU, 64oz Jug	12	JUG	577.37	6928.44
52	Tank & Equipment Cleaner, 1lb.	200	EA	9.53	1906.00
53	Tempo SC Ultra Pesticide, 240 ml.	100	EA	50.85	5085.00
54	Trekker Trax, Gal.	30	GAL	39.18	1175.40
55	Tribune Herbicide, 2.5 Gal. Jug	105	JUG	152.38	15999.90
56	Tribute Total Herbicide, 6oz. Bottle (agency)	50	BTL	382.00	19100.00
57	Turf Trax, Blue Spray Indicator, 1 Gal. Container	130	CONT	39.18	5093.40
58	Wasp and Hornet Freeze, 17.5 oz. Can	550	EA	9.99	5219.50
59	All Clear Tank De-Contaminator, 1 Gal. Container (216)	80	CONT	19.06	1524.80
60	Vivax Tabs Surfactant	6	CS	326.18	1957.08
61	46-0-0 Prilled Urea, 50 lb. Bag	200	BAG	39.10	7820.00
62	Game Up 1 gal., Growth Regulator	65	GAL	170.21	11063.65
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b>				<b>TOTAL</b>	<b>458506.78</b>
<b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>				<b>BID</b>	

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

**Price Warranty.** Contractor will give County the benefit of any price reduction before actual time of shipment.

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e. Manufacturer's List Price - (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price - (List price x Discount %) = Discounted Unit Price)


The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount Percent: \_\_\_\_\_ % if payment tendered within \_\_\_\_\_ Days as indicated above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO or DOM document.

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

#### 9. **DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO or DOM document.

- Contractor must be able to provide deliveries within five (5) working days.
- Address and other information regarding delivery will be listed on the Delivery Order (DO).
- Delivery Times may vary between 7:00AM to 3:30PM.
- Contractor will use an appropriate shipping method at no additional cost to the County.
- Contractor will notify department of any delivery delays.

Contractor guarantees delivery of product or service after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

#### 10. **TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

**11. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200086 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

**Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

**Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.**

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

#### **Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

#### **13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date

#### **14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" section? Yes ☐ No ☒

(select one)

If Yes, have you included your certification document? Yes ☐ No ☐  
(select one)

**NOTE:** If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: Wilbur Ellis Co LLC.

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 1741 S. Holbrook LaneCITY/STATE/ZIP: Tempe, AZ 85281REMIT TO ADDRESS: 1741 S Holbrook LaneCITY/STATE/ZIP: Tempe, AZ 85281CONTACT PERSON NAME/TITLE: Mark HensleyPHONE: 480 416-8984 FAX: 480 921-8501CONTACT PERSON EMAIL ADDRESS: m.hensley@wilburellis.com

EMAIL ADDRESS FOR ORDERS &amp; CONTRACTS: \_\_\_\_\_

CORPORATE HEADQUARTERS ADDRESS: 345 California St 27th floor San FranciscoWEBSITE: Wilbur Ellis, com 84104

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

SIGNATURE: Mark Hensley DATE: 5-20-22PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER  
Mark HensleyPHONE AND EMAIL: (480) 416-8984 m.hensley@wilburellis.com

County Attorney Contract Approval "As to Form".

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION AND APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a

corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**25. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

**Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

**Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that

may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOK AND RECORDS:**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**44. ISRAEL BOYCOTT CERTIFICATION:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

***END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS***

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

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

WILBUR-ELLIS HOLDINGS II, INC

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

WILBUR-ELLIS COMPANY LLC (FEIN: 94-0981840)

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

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► \_\_\_\_\_

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

345 CALIFORNIA STREET, FLOOR 27

Requester's name and address (optional)

6 City, state, and ZIP code

SAN FRANCISCO, CA 94104

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

OR

Employer identification number

4 7 - 5 2 0 3 6 0 8

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

*Taylor Hill*

Date ►

FEB 23 2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



ARIZONA DEPARTMENT OF REVENUE  
LICENSE & REGISTRATION SECTION

1600 WEST MONROE  
PHOENIX, ARIZONA 85007-2650

MUST BE  
DISPLAYED  
CONSPICUOUS

TRANSACTION PRIVILEGE TAX LICENSE

-NOT TRANSFERABLE-

THIS LICENSE IS ISSUED TO THE BUSINESS NAMED BELOW FOR THE ADDRESS SHOWN. LICENSES, BY LAW, MAY NOT BE TRANSFERRED FROM ONE PERSON TO ANOTHER NOR THEY BE TRANSFERRED FROM ONE LOCATION TO ANOTHER. ARIZONA LAW REQUIRES LICENSEES TO NOTIFY THE DEPARTMENT OF REVENUE IF THERE IS A CHANGE IN BUSINESS NAME, TRADE NAME, LOCATION, MAILING ADDRESS OR OWNERSHIP. IN ADDITION, BUSINESS IS DISCONTINUED OR BUSINESS LOCATION CHANGES AND A NEW LICENSE IS ISSUED, THIS LICENSE MUST BE RETURNED TO THE ARIZONA DEPARTMENT OF REVENUE.

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 42, CHAPTER 5, ARTICLE 1.

ISSUED  
TO

WILBUR ELLIS CO  
C/O JACK FERRIS, CONTROLLER  
PO BOX 1286  
FRESNO

CA 937151286

07-009307-M

ALL of  
and R  
RE  
LIC

017 BUSINESS

03-27-1945 EFF

(DBA) WILBUR ELLIS CO  
1741 S HOLBROOK LN  
TEMPE

AZ 85281

(A)

09-17-2003

Non - Transferable

**Arizona Department of Agriculture**

Environmental Services Division  
1688 W. Adams, Phoenix, Arizona 85007  
602-967-8944

Permit No. **PSP 532**  
Effective **01/01/20**  
Expires **12/31/20**

The Arizona Department of Agriculture Certifies that a

**Pesticide Sellers Permit PSP 532**

has been issued to

**WILBUR ELLIS COMPANY - TEMPE**

Pursuant to A.R.S. 3-363 and A.A. 3-203

WILBUR ELLIS COMPANY - TEMPE  
1741 S HOLBROOK LN  
TEMPE, AZ 85281

  
Associate Director



# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000195

MA Version: 1

Page: 9 of 12

Description: Pesticides, Herbicides & Chemicals

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p><b>Issued By:</b> STEPHEN ROMERO <b>Phone:</b> 5207243021 <b>Email:</b> stephen.romero@pima.gov</p>
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T E R M S	<p><b>Initiation Date:</b> 08-08-2022 <b>Expiration Date:</b> 08-07-2023</p> <table><tr><td><b>NTE Amount:</b></td><td></td></tr><tr><td><b>Used Amount:</b></td><td>\$0.00</td></tr></table>	<b>NTE Amount:</b>		<b>Used Amount:</b>	\$0.00
<b>NTE Amount:</b>					
<b>Used Amount:</b>	\$0.00				

V E N D O R	<p><b>Wilbur Ellis Company LLC</b> <b>1741 S Holbrook Lane</b> <b>Tempe AZ 85281</b></p> <p><b>Contact:</b> Mark Hensley <b>Phone:</b> 480-416-8984 <b>Email:</b> mhensley@wilburellis.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
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<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$506,000.00 (including sales tax) and includes four (4) one-year renewal options. Attachments: Offer Agreements.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000195

MA Version: 1

Page: 10 of 12

Line	Description					
1	AMRDO. 1lb. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$12.23			
2	Captain XTR, 2.5 Gal					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$41.97			
3	CELSIUS WG					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	OZ	\$110.25			
4	Cistern-G soil Surfactant and Humectant, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$183.04			
5	Confront - 1 Gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$154.38			
6	Contrac Blox (rat bait) 16 lbs. or Greater					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LB	\$6.04			
7	Copper Sulfate, Large, 50 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$102.00			
8	Criterion 75 WSP					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$28.64			
9	Dimension 2EW, 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$584.68			
10	Drive XLR8 Herbicide					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$50.34			
11	Evade 4FL, FX 1 Gal.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$87.00			
12	Game On					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$140.00			
13	Giant Destroyers, 4/PK/12/cs					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CS	\$240.00			
14	Kaput-D Pocket Gopher Bait, 5 lb. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$32.50			
15	Katana Selective Herbicide 1 Gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$204.63			
16	Kleenup Pro, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$115.60			
17	LI 700 Spreader Sticker 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$99.98			
18	Liberate Non-Ionic Surfactant 2.5 Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$126.83			
19	Malice 75WSP, 48, 1.6oz/Case					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CS	\$114.56			



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000195

MA Version: 1

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Line	Description					
20	Maxforce Complete Granular Insect Bait, 8 oz.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18.95			
21	Maxforce Complete Granular Insect Bait, 4 lb. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$84.04			
22	Marking Foam , Enduron					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$31.13			
23	Monument					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	PKG	\$275.00			
24	MSO Concentrate w/Lecitec Methylated Seed Oil, 2.5 Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$59.15			
25	Musketeer Turf Growth Regulator, 2.5 Gal. 2/Box					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BOX	\$1,709.56			
26	Omega Gopher Grain Bait, 5 lb. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$32.50			
27	Pendulum PreEmergent Herbicide, Aquacap or EC					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$119.18			
28	Podium					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$170.21			
29	Potassium Permanganate, Granular, 7722-64-7, 55 lb. Pail					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	PAIL	\$702.78			
30	Prosedge 2 Herbicide 6oz. Dismiss Can					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$85.74			
31	Reservoir DG- Wetting Agent of Turf, 50-lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$183.04			
32	Resolute 4 L, 2.5 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$87.00			
33	Revolver Herbicide .87oz Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$632.00			
34	R-11 Sticker 2.5 Gallon Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$99.98			
35	Roundup Pro Herbicide, 2.5 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$125.00			
36	Roundup ProMax Herbicide, 1.67 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$101.79			
37	Roundup Custom 2.5 gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$129.95			
38	Roundup Pro, 30 Gal. Drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DM	\$1,356.90			



# MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000195

MA Version: 1

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Line	Description					
39	Sapphire Herbicide, 1 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$631.58			
40	Sensipro Green Links XFW, 2.5 Gal Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$67.38			
41	Speedzone Southern Herbicide 2.5 Gal Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$186.85			
42	Specticle Flo					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$1,861.00			
43	SureGuard SC, 4X1JU, 64oz Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$597.37			
44	Tank & Equipment Cleaner, 1lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.53			
45	Tempo SC Ultra Pesticide, 240 ml.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$50.85			
46	Trekker Trax, Gal.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$39.18			
47	Tribune Herbicide, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$152.38			
48	Tribute Total Herbicide, 6oz. Bottle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BTL	\$382.00			
49	Turf Trax, Blue Spray Indicator, 1 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$39.18			
50	Wasp and Hornet Freeze, 17.5 oz. Can					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.49			
51	All Clear Tank De-Contaminator, 1 Gal. Container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CONT	\$19.06			
52	Vivax Tabs Surfactant					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CS	\$326.18			
53	46-0-0 Prilled Urea, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$39.10			
54	Game Up 1 gal., Growth Regulator					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$170.21			