



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, LLC AKA Helena Chemical Company (Headquarters: Phoenix, AZ)
Nutrien AG Solutions, Inc. (Headquarters: Loveland, CO)
Southwest Turf Support, LLC (Headquarters: Phoenix, AZ)
Wilbur Ellis Company, LLC (Headquarters: Tempe, AZ)

***Project Title/Description:**

Fertilizers & Soil Conditioners

***Purpose:**

Award: Master Agreement No. MA-PO-22-181. This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$580,000.00 (including sales tax) and includes four (4) one-year renewal options. Adminstrating Department: Kino Sports Complex

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2200085 was conducted. Four (4) responses were received. Award is to the responsive and responsible bidders. PRCUID: 447006

Attachments: Notice of Recommendation for Award and Master Agreements.

***Program Goals/Predicted Outcomes:**

To allow Pima County Kino Sports Complex and other County Departments to use fertilizers and soil conditioning products to maintain turf areas in fields, parks and common areas.

***Public Benefit:**

To provide well-maintained landscape throughout Pima County Parks and Kino Sports fields and common areas for public safety and enjoyment.

***Metrics Available to Measure Performance:**

Departments will measure by Contractor reliability of supply in timely manner, dependable delivery and adhering to contract guidelines.

***Retroactive:**

No.

To: COB 05-31-22⁽¹⁾
PGS: 189
Vers: 1

MAY 31 22 08 01 PC CLK OF BD

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-181
Commencement Date: 08/08/2022 Termination Date: 08/07/2023 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 580,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Stadium District Fund

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % 0

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: 2022.05.23 09:29:28 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2022.05.23 10:51:48 -07'00'
Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.05.23 11:07:53 -07'00' Telephone: 520-724-3021
Department Director Signature/Date: [Signature]
Deputy County Administrator Signature/Date: [Signature] 5/25/2022
County Administrator Signature/Date: [Signature] 5/25/2022
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: May 24, 2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2200085 for Fertilizers & Soil Conditioners 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 \$580,000.00 (including sales tax).

<u>AWARDEE NAMES</u>	<u>BID AMOUNTS</u>
Marubeni America Corporation* Dbra Helena Agri Enterprises, LLC AKA Helena Chemical Company	\$354,679.10
Nutrien AG Solutions**	\$354,788.55
Wilbur-Ellis Company, LLC***	\$551,907.81
Southwest Turf Support, LLC****	\$ 38,560.00

*Primary Vendor

**Secondary Vendor

***Tertiary Vendor

****Only bid on specialized items (line items 47, 48, 49, 50, 51, 52, 53, 54, 55 & 56)

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.



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: IFB-PO-2200085

Title: Fertilizers & Soil Conditioners

DUE IN AND OPENS: MAY 16, 2022 AT OR BEFORE 10:00AM, LOCAL TUCSON, AZ TIME (MST)

Submit Proposal to:

Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701

Pre-Bid Virtual Conference:

May 02, 2022 AT 11:00AM, LOCAL TUCSON AZ TIME (MST)
Pima County Procurement Department
150 West Congress, 5th 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 Fertilizers & Soil Conditioners in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Fertilizers & Soil Conditioners, 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 issued by Arizona Department of Agriculture.

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, email: 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:

Offerors 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: Fertilizers & Soil Conditioners/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 Offerors 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.

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, 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.

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 Fertilizers & Soil Conditioners for athletic fields, parks, and landscaped areas, on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). Pima County's intent is to award multiple contractors.

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 Fertilizers & Soil Conditioners for a minimum of three (3) consecutive years including current year. <i>Submit a Copy of Business Licenses.</i>	<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. <i>Submit a Copy of current Arizona Dept. of Agriculture Seller's Permit.</i>	<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.
- 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	ESTIMATE D ANNUAL USAGE QUANTITY	UO M	UNIT PRICE \$	EXTENDED AMOUNT \$
1	15MG Magnfic Mag Nitrate 42X50LB	2	PLT		
2	18-0-4 with Barricade, 50 lb. bag	500	Bag		
3	21-0-0 AM SUL STD, 50 lb. bag	600	Bag		
4	46-0-0 Prilled Urea, 50 lb. bag	100	Bag		
5	5-3-2 GROGANIC STANDARD	200	Lbs.		
6	6-24-24 Misc. Fertilizing Compound, 50 lb. bag	150	Bag		
7	9-9-9 Super Iron Plant Food w/ 11% Iron, 50 lb. bag	834	Bag		
8	Ammonium Sulfate Granular, 50 lb. bag	960	Bag		
9	Bio-Solids 5-6-0, 1,000lbs/tote	30	Tote		
10	Brexil Multi, 2 lb. bag	80	Bag		
11	Calcium Sulfate (Gypsum) Pelletized, 50 lb. bag	750	Bag		
12	CoRoN 18-3-6 Plus 0.5% fe Liquid Fertilizer, 2.5 Gal. jug	58	Jug		
13	ELE MAX Turf Nectar Rate 1.5 per Acre, 2.5 lb. jug	64	Jug		
14	Fert 16-20-0, 50 lb. bag	250	Bag		
15	Fertilizer Starter 6-20-20 with 5% fe and hh, 50 lb. bag	870	Bag		
16	FERTITECH 32-2-8 REG, 50 lb. bag	200	Bag		
17	Gypsum Diamond K 97 SOL Grade (field lining), 50 lb. bag	900	Bag		
18	Helena 19-1-6, 2.5 Gal. jug	50	Jug		
19	Hilltopper Pro Mound/Plate Clay, 50 lb. bag	1500	Bag		
20	Hydra Hume rate 1.5 gal per acre, 2.5 lb. jug	70	Jug		
21	IRON SEQUESTAR 6% EDDHA 8X5lb, 5 lb. bag	100	Bag		
22	Kickstand RTU, Rate 88 ounces per acre, 2.5 Gal. jug	40	Jug		
23	Kmag standard, 50 lb. bag	120	Bag		
24	Link Fourtiplex, 2.5 Gal. jug	50	Jug		
25	MAGNESIUM SULFAE 9.6%, 50 lb. bag	700	Bag		
26	Musketeer Turf Growth Regulator, 2.5 Gal. jug	34	Jug		
27	Neutra sol-tank cleaner, 1 Gal. jug	360	Jug		
28	Nitro Verde 24-3-3, 50 lb. bag	810	Bag		
29	Nucleus 0-0-21, 5 Gal. Pail	83	Pail		
30	NUTRITE 25-3-11 UREA, 50 lb. bag	150	Bag		
31	OSMOCOTE 19-5-8 + MINORS 901316 50#	200	Lbs.		
32	PLUS 5	1000	Lbs.		
33	Podium, 1 Gal. jug	5	Jug		
34	PROMATE 4-2-2 (HAE), 50 lb. bag	200	Bag		
35	Puric Salute, 2.5 Gal. jug	188	Jug		
36	Receptor Growth Regulator, 2.5 Gal. jug	4	Jug		
37	Renova (3-0-8) Liquid Fertilizer, 2.5 Gal. jug	25	Jug		
38	Reservoir DG, 50.lb bag	250	Bag		
39	SensiPro Green Links XFW, 2.5 gal jug	110	Jug		
40	SULFATE OF POTASH, 50 lb. bag	250	Bag		
41	SULFUR 90% PASTILLE, 50 lb. bag	200	Bag		
42	Tracite 20-20-20 Fertilizer with Micronutrients, 25 lb. bag	500	Bag		
43	Turf Nectar, 2.5 Gal. jug	50	Jug		
44	Turf Royale Fertilizer 21-7-14, 50 lb. bag	932	Bag		
45	TurfGro GHS FT 6-20-20 Prostarter, 50 lb. bag	870	Bag		
46	Watersolv Curative AG, 250 Gal. tote	1060	Tote		
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL 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.

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.

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.

- Deliveries: Monday through Friday, 7:00AM to 3:30PM only. (Pima County facilities are closed on all major holidays).
- Contractor must be able to provide ordered products within four (4) weeks' time.
- 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 according to above guidelines. 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-2200085, 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.

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15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME:** ~~HELENA AGRI ENTERPRISES~~ MARUBENI AMERICA CORPORATION**BUSINESS ALSO KNOWN AS:** ~~HELENA CHEMICAL COMPANY~~ HELENA AGRI ENTERPRISES LLC**MAILING ADDRESS:** 1035 S 63RD AVE**CITY/STATE/ZIP:** PHOENIX AZ, 85043**REMIT TO ADDRESS:** HELENA AGRI ENTERPRISES**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:** 05-11-2022**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

Patient's Name SACCO		Product/Variant/Description of the product FERRILENE 20 LBS USA				Lot/Serial Number EN		Case/Order 4105867F07P1S9 04	
Technical/Trade Name STF-PPOCOXPETMETPE - TRIPLEX_70						Origin/Type/Classification MULTI FONT		Product Approval Data/Date of approval of the product ---	
Dimensions (mm) 830x540		No. of Tablets per Container 3		Container Type W		Color of Container K		Color of Container P.2062	
Reference -		No. of Tablets per Container 2		Container Type K		Color of Container P.2062		Color of Container P.2062	

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DO NOT TAMPER - RETURN AFTER PRINTING / RITORNARE LA MANOMISSIONE - RENDERE DOPO LA STAMPA



GeaPower is the exclusive technology platform developed by Valagro

002574

FERRILENE

20Lb 9.07 kg NET WEIGHT

SOLUBLE MICRONUTRIENT GRANULE

GUARANTEED ANALYSIS

Iron (Fe)	6.0 %
6.0 % Chelated Iron (Fe)	
Derived from: Iron EDDHA	

GENERAL INFORMATION

FERRILENE is a source of Iron Chelate readily available for crops, especially in alkaline soil conditions. The product is to be applied into the root zone through drip line, drench, injection, band application (watering in the solution).

Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden, and sweep any product that lands on the driveway, sidewalk, or street back on to your lawn/garden.

NOTICE

NOTICE
Direct exposure to sunlight is to be avoided.

KEEP OUT OF REACH OF CHILDREN

Information regarding the contents and levels of metals in this product is available on the internet at www.aapfco.org/metals.htm. Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rains are expected.

STORAGE

Keep the product sheltered from the sun and in a dry warehouse. Once open, completely use the contents of the bag. When applied do not leave exposed to sunlight and cover immediately with soil.

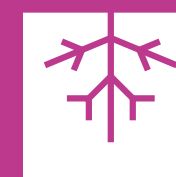
CLEANING OF SPRAYER

CLEANING OF SPRAYER
Flush with clean water all parts of the sprayer including the pump, hoses and nozzles several times prior to and after the use of this product.

FERRILENE is a Registered Trademark of VALAGRO S.p.A.

Distributed and guaranteed by Valagro USA Inc. 2020 Ponce de Leon Blvd, Ste. 1203
Coral Gables, FL 33134 - Phone +1-786-230-1020 / +1-786-230-1019 / Fax +1-786-475-9032

ROOT APPLICATION

— www.valagro.com

8 031702 019818

4105867F07P1S9 04

FERRILENE

FIELD APPLICATION INSTRUCTIONS

FIELD APPLICATION INSTRUCTIONS
The product can be applied throughout the season, but applications during the early stages of vegetative development or post harvest (before dormancy) are preferred. Splitting smaller amounts of product and making several applications, is preferable to applying large quantities of Ferrelene in fewer applications. Rates depend on deficiency, severity and soil conditions (lower rates with more applications on sandy soils).

CROPS	RATE	TIMING
Fruit and Nuts crops: apricots, apples, cherries, citrus, figs, grapes, kiwifruit, loquats, macadamias, pecans, pistachios, plums, pomegranates, raspberries, stone fruits, tamarind, walnuts and pawpaw	5-10 L/a/cup per application	Apply annually in the spring months, or at the time of new spring growth. Post harvest spraying for dormancy and other recommended
Citrus	5-10 L/a/cup per application	Broadcast evenly within the drip line from the winter flush of growth
Grapes	5-10 L/a/cup per application	Early spring or when defoliation symptoms first appear
Blackberries, Boysenberries, Dewberries, Loganberries, Raspberries, Blackberries, and Strawberries	10-20 L/a/cup per application	Early spring or when defoliation symptoms first appear
Field crops: Alfalfa and forage grasses, Corn, Cereals, field peas, flax, ick, soybeans, lupulines, Sugar beets, and sugar cane	2-10 L/a/cup per application	At planting or when defoliation symptoms first appear
Corn, Peanuts, and sorghum	Band or side dress: 2-10 L/a/cup	At planting or when defoliation symptoms first appear
Vegetable crops: beans, corn, mustard and spinach	Band or side dress: 5-10 L/a/cup	At planting or when defoliation symptoms first appear
Black-eyed peas, Carrots, Cucumbers, eggplants, Melons, Onions, Potatoes, Peas, Peppers, Pumpkins, Radishes, Squash, Tomatoes, and Turnips	Band or side dress: 5-10 L/a/cup	At planting or when defoliation symptoms first appear
Cabbage, Cauliflower, Celery, and endive	Band or side dress: 5-10 L/a/cup	At planting or when defoliation symptoms first appear
Ornamentals	Band or side dress: 5-10 L/a/cup	At planting or when defoliation symptoms first appear
Turf	25-30,000 sqf when defoliation symptoms appear, 0.5-10,000 sqf maintenance	At planting or when defoliation symptoms first appear

Use lower rates in maintenance situations and higher rates in deficiency situations. The actual rate applied should be based on soil type and severity of Iron deficiency.

CONDITIONS OF SALE

Seller warrants that this product consists of the ingredients specified and is reasonably fit for the purpose stated on this label when used in accordance with direction under normal condition and use. No one other than an officer of the seller is authorized to make any warranty, guaranty or direction concerning this product. Because time, place, rate and applications of use are beyond the seller's control, the seller assumes no liability from handling, storage or use. The seller's liability is limited to replacement of the product or a refund of the purchase price. It is impossible to eliminate all risks associated with the use of this product. Crop injury, lack of performance, all other unintended consequences may result because of such factors as use of the product contrary to label instruction, abnormal condition, presence of other plants or the manner of application. The seller disclaims any liability for the use or control of Valagro USA or the seller. All such risks shall be assumed by buyer.

GREENHOUSE APPLICATION INSTRUCTIONS: DO NOT
exceed 10 ounces per 25 gallons for greenhouse crops.
Do not apply near water, storm drains, or drainage ditches.
Do not apply if heavy rains are expected."



0-0-4

SOIL CONDITIONER, CONCENTRATED POTASH SOLUTION AND LINE CLEANER

GUARANTEED ANALYSIS

Soluble Potash (K₂O) 4.00%
Derived from potassium hydroxide.

ALSO CONTAINS NON-PLANT FOOD INGREDIENTS:

63% Polyaliphatic acid salts
5% Alkyl aryl sulfonates (as line cleaner and soil conditioning agents)
68% Total

KEEP OUT OF REACH OF CHILDREN

WARNING

May be harmful if swallowed
May be harmful in contact with skin
May be harmful if inhaled
Causes serious eye irritation
Causes skin irritation



NET CONTENTS: 2.5 gals. (9.46 L)

SN 0315/0815G

WEIGHT PER GAL.: 9.9 lbs. (4.35 kg)

NET WEIGHT: 24 lbs. (1 kg)

Information about the components of this lot of fertilizer may be obtained by writing to Helena Chemical Company, 225 Schilling Boulevard, Suite 300, Collierville, TN 38017 and giving the lot number which is found on the container.

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.aapfco.org/metals.htm>

F224

MANUFACTURED FOR

HELENA CHEMICAL COMPANY
225 SCHILLING BOULEVARD, SUITE 300
COLLIERVILLE, TN 38017
901-761-0050

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

WARNING

BEFORE USING THIS PRODUCT, READ ALL PRECAUTIONS, DIRECTIONS FOR USE, CONDITIONS OF SALE-LIMITED WARRANTY AND LIMITATIONS OF LIABILITY AND REMEDIES.

May be harmful if swallowed. May be harmful in contact with skin. May be harmful if inhaled. Causes serious eye irritation. Causes skin irritation. Avoid eye contact with formulated product. Do not take internally. Avoid contact with or inhalation of the spray mist. If product is being mixed with pesticides and/or spray adjuvants, follow all precautionary statements on the accompanying product(s) labeling.

Personal Protective Equipment (PPE): Wear protective eyewear (goggles or face shield), chemical-resistant gloves, long-sleeved shirt and long pants, and shoes plus socks when using this product. Take off any contaminated clothing and wash before reuse.

FIRST AID

IF SWALLOWED:	<ul style="list-style-type: none">Give large amounts of water and get medical attention immediately.If vomiting occurs, keep head lower than hips to prevent aspiration.
IF IN EYES:	<ul style="list-style-type: none">Wash eyes immediately with large amounts of water.Get medical attention if irritation persists.
IF ON SKIN:	<ul style="list-style-type: none">Remove contaminated clothing and wash exposed area with large amounts of water.Obtain medical attention if irritation persists.

IF INHALED:	<ul style="list-style-type: none">Move person to fresh air and obtain medical attention if irritation persists.
If there is contact made with the spray solution containing pesticides, follow the "Statement of Practical Treatment/First Aid" on the pesticide label.	

STORAGE AND DISPOSAL

Keep container tightly closed and do not allow water to be introduced into it. Store in a dry place. Temperatures below 25°F may result in product crystallization. The product will readily reconstitute, however, with warmer temperatures and gentle agitation of the container.

Do not contaminate water sources by cleaning of equipment or disposal of spray waste. Dispose of empty containers by triple rinsing with detergent solution or puncture and discard empty containers in a landfill in accordance with current local, state, and federal regulations.

GENERAL INFORMATION

LIQUID CHISEL® is a proprietary blend of soil conditioning agents and potash. It is useful in managing the soluble salts that affect plant performance by helping keep the net movement of salts dispersed downward away from the soil surrounding the rooting zone. **LIQUID CHISEL®** is also effective in mitigating soil wetting problems due to compaction or crusting. **LIQUID CHISEL®** is also a concentrated water based solution of potash useful in the correction of plant nutritional deficiencies. In addition, **LIQUID CHISEL®** contains line cleaning agent that can solubilize salt and calcite deposits in spray application equipment and irrigation lines. This product is designed specifically for soil applications.

The salinity of irrigation water is reported as electrical conductivity (ECe). Depending on the source, the amount of salt in irrigation water can vary considerably. Salts accumulate in soil through the application of saline irrigation water, use of fertilizers and other means. A tremendous amount of salt can be carried in irrigation water. For example, one part per million (ppm) of salt in one acre foot of water weighs approximately 2.72 pounds. Therefore, using 3.5 acre feet of 500 ppm total dissolved solid content (TDS) water to irrigate an acre of trees results in the deposition of over 4,700 pounds of salt. Plants extract water and leave most of the salt behind. Over a period of time, this salt concentrates in the root zone of crops. Water and salts will move up through the soil profile due to evapo-transpiration unless there is adequate leaching or drainage. To keep salt levels manageable, it is essential to keep the net movement of water and salt downward through the soil profile.

APPLICATION

LIQUID CHISEL® can be applied in a wide variety of ways. This includes its use through furrow, flood, micro-jet, sprinkler jet and other irrigation systems. It can also be applied in conjunction with most types of liquid fertilizer. In addition, it can be applied as a soil spray. When metering **LIQUID CHISEL®** directly into an irrigation system by means of a metering injection pump or suction regulated line, do not connect to an irrigation system used for chemical applications or directly to a public water system without a back siphon prevention system in place. Always connect to such systems in accordance with local and/or state regulations.

LIQUID CHISEL® can also be used to reduce calcite deposits that contribute to algae growth in irrigation or water tubing.

DIRECTIONS FOR USE

The best results from using **LIQUID CHISEL®** are usually achieved utilizing multiple applications. These applications should be made in the pre-irrigation and/or germination stages of plant growth. A pre-irrigation and/or soil leaching program is recommended prior to the application of **LIQUID CHISEL®**. The use of **LIQUID CHISEL®** will help diminish the effect of salts on many plant species including weeds and grasses. Therefore, a sound herbicide program is essential.

APPLICATION RATES AND MIXING GUIDE

APPLICATION RATES:

For Use as a Soil Conditioner:

The rate will vary depending on several factors. These factors include, but are not limited to, the following:

Initial salinity of soil,
Initial salinity of water source,
The sensitivity of tolerance of the crop or plants to salts,
The stage of plant growth, frequency and type of irrigation,
Type of application (i.e. band, furrow, broadcast) and others.

In general use the following rates for broadcast applications:

Problem soils and water with sensitive or moderately sensitive plants: 4 Qts./Acre/Application, or 3 fl. oz./1,000 sq. ft.

Problem soils and water with tolerant or moderately tolerant plants: 2 – 3 Qts./Acre/Application, or 1.5 – 2 fl. oz./1,000 sq. ft.

Maintenance rates for productive soils with moderately tolerant to tolerant plants: 1 – 2 Qts./Acre/Application, or 0.75 – 1.5 fl. oz./1,000 sq. ft.

Disclaimer: Always refer to the label on the product before using Helena or any other product.

Adjust the rates to match band, in-furrow or other applications and to match the frequency and timing of applications.

For Use as a Concentrated Potash Solution:

Application rates for general nutritional use are 2 – 6 gallons per acre based on soil and tissue analysis. For fertilizer application rates suitable for your geographical area or the maximum allowable non-nutrient application rates per acre, consult a trained soil specialist or your local Helena Chemical Company representative.

For Use as a Line Cleaner:

If **LIQUID CHISEL®** is utilized as a line cleaner for removing calcite and salt deposits, the best results are achieved with multiple applications through the equipment.

Application rates of **LIQUID CHISEL®** for this purpose will vary from 2 – 50 ppm depending on the problem's severity.

For low hardness (0 – 100 ppm Hardness)	
use 2 – 4 ppm	= 0.25 – 0.5 oz/1,000 gallons
For medium hardness (100 – 300 ppm Hardness)	
use 4 – 6 ppm	= 0.5 – 1.0 oz/1,000 gallons
For high hardness (greater than 300 ppm Hardness)	
use 6 – 10 ppm	= 1.0 – 1.5 oz/1,000 gallons

MIXING

In any mixing operation **LIQUID CHISEL®** should be introduced in the following sequence:

1. Water
2. **LIQUID CHISEL®**
3. Fertilizers or pesticides.*

*NOTE: Since **LIQUID CHISEL®** may result in increased seed germination, it is important to consider weed control. **LIQUID CHISEL®** improves water infiltration, thus herbicide performance for products that have high soil mobility characteristics may be affected when tank mixed with **LIQUID CHISEL®**. A jar test to check compatibility between your herbicide and **LIQUID CHISEL®** should be conducted before tank mixing. Herbicide performance is not affected when applied sequentially with **LIQUID CHISEL®** or when **LIQUID CHISEL®** is applied in-furrow. Consult your supplier about the compatibility of **LIQUID CHISEL®** with fertilizers and pesticides.

CROPS

Plants have widely varying responses to soil and water salinity. This can be affected by the life stage of the plant and by soil or foliar applications. In general, plants can be grouped into sensitive, moderately sensitive, moderately tolerant or tolerant based on their sensitivity of tolerance to salt.

Some plants are relatively unaffected by high levels of salinity. These plants are tolerant or moderately tolerant of salinity because they can adjust osmotically to the increased salinity of the soil water largely by accumulating salts absorbed from the soil water. Salts accumulate in the root cells in response to the increased salinity of the soil water. This helps maintain water flow from the soil to the roots. These tolerant to moderately tolerant plants include:

FIBER AND GRAIN CROPS

Barley, Cotton, Cowpea, Guar, Kenaf, Oats, Rye, Safflower, Sorghum, Soybean, Sugar Beet, Triticale, Wheat and other fiber and grain crops.

GRASS AND FORAGE CROPS

Barley, Bermudagrass, Mountain Brome, Hubam Clover, Sweet Clover, Tall Fescue, Rape, Perennial Ryegrass, Forage Wheat and other grass and forage crops.

TURFGRASS

Bermuda, Bent, Ryegrass, Bluegrass, Paspalum, Fescues and other turfgrasses.

DO NOT APPLY NEAR WATER, STORM DRAINS, OR DRAINAGE DITCHES. DO NOT APPLY IF HEAVY RAIN IS EXPECTED. APPLY THIS PRODUCT ONLY TO YOUR LAWN/GARDEN.

VEGETABLE AND FRUIT CROPS

Artichoke, Asparagus, Red Beet, Zucchini Squash and other vegetable and fruit crops.

WOODY CROPS

Date Palm, Fig, Jojoba, Olive, Papaya, Pineapple, Pomegranate and other woody crops.

Some plants can be affected by even moderate levels of salinity in soils and water. Salt tolerance within this group can vary widely. These plants adjust osmotically to increased soil salinity, but by a process different from the tolerant or moderately tolerant plants. Rather than accumulating salts, these plants produce internally some of the chemicals necessary to increase the concentration of constituents in the root cells. These chemicals include sugars and organic acids. This process requires more energy, therefore crop growth and yield are more suppressed. These plants include:

FIBER AND GRAIN CROPS

Beans, Corn, Flax, Foxtail Millet, Peanuts, Rice, Sesame, Sugarcane, Sunflower and other fiber and grain crops.

GRASS AND FORAGE CROPS

Alfalfa, Bentgrass, Bersam Clover, Ladino Clover, Strawberry Clover, Forage Corn, Forage Cowpea, Oats, Orchard Grass, Rye, Common Vetch and other grass and forage crops.

VEGETABLE AND FRUIT CROPS

Bean, Broccoli, Brussels Sprouts, Cabbage, Carrots, Cauliflower, Celery, Sweet Corn, Cucumber, Eggplant, Garlic, Kale, Lettuce, Muskmelon, Okra, Onion, Parsnip, Peas, Pepper, Potato, Pumpkins, Radish, Spinach, Squash, Strawberry, Sweet Potato, Tomato, Turnip, Watermelon and other vegetable and fruit crops.

WOODY CROPS

Almond, Apple, Apricot, Avocado, Blackberry, Boysenberry, Castorbean, Sweet Cherry, Currant, Gooseberry, Grape, Grapefruit, Lemon, Lime, Mango, Orange, Passion Fruit, Peach, Pear, Persimmon, Plum, Prune, Raspberry, Tangerine and other woody crops.

CONDITIONS OF SALE-LIMITED WARRANTY

AND LIMITATIONS OF LIABILITY AND REMEDIES

Read the Conditions of Sale-Warranty and Limitations of Liability and Remedies before using this product. If the terms are not acceptable, return the product, unopened, and the full purchase price will be refunded.

This label is believed to be reliable and must be followed carefully. Injury to the crop to which the product is applied may result from the occurrence of extraordinary or unusual weather conditions or the failure to follow the label directions or good application practices, all of which are beyond the control of Helena Chemical Company (the "Company") or seller. In addition, failure to follow label directions may cause injury to crops, animals, man or the environment. The Company warrants that this product conforms to the chemical description on the label and is reasonably fit for the purpose referred to subject to the factors noted above which are beyond the control of the Company. The Company makes no other warranties or representations of any kind, express or implied, concerning the product, including no implied warranty of merchantability or fitness for any particular purpose, and no such warranty shall be implied by law.

The exclusive remedy against the Company for any cause of action relating to the handling or use of this product shall be limited to, at Helena Chemical Company's election, one of the following:

1. Refund of the purchase price paid by buyer or user for product bought, or
2. Replacement of the product used

To the extent allowed by law, the Company shall not be liable and any and all claims against the Company are waived for special, indirect, incidental, or consequential damages or expense of any nature, including, but not limited to, loss of profits or income. The Company and the seller offer this product and the buyer and user accept it, subject to the foregoing conditions of sale and limitation of warranty, liability and remedies.

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CHISEL® is a registered trademark of Helena Holding Company.

Disclaimer: Always refer to the label **on the product** before using Helena or any other product.

WIPEOUT®

XS

PRINCIPAL FUNCTIONING AGENTS

A proprietary blend of surfactants and sequestering agents.....100%
All ingredients are exempt from tolerance under 40 CFR 180.



KEEP OUT OF REACH OF CHILDREN DANGER/PELIGRO

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

CORROSIVE. CAUSES SEVERE SKIN BURNS AND IRREVERSIBLE EYE DAMAGE. Do not get in eyes or on skin, clothing or mucous membranes. Fatal if swallowed. May be fatal if swallowed and enters airways. May be corrosive to metals. Do not mix with other chemicals as a release of gasses, heat or violent eruption may occur. May cause respiratory irritation. Read label before use. Keep container tightly closed. Keep only in original container. Store locked up. Store in a corrosion resistant container. Do not breathe dust, fume, gas, mist, vapors, or spray. Wash hands thoroughly after handling. Do not eat, drink or smoke when using this product.

HANDLERS MUST WEAR: Protective eyewear (tightly fitting goggles and face shield), long-sleeved shirt and long pants, chemical-resistant, impermeable apron, gloves made of any waterproof material such as polyethylene or polyvinyl chloride, shoes and socks.



BEFORE USING THIS PRODUCT READ ALL PRECAUTIONS, DIRECTIONS FOR USE, CONDITIONS OF SALE-LIMITED WARRANTY AND LIMITATIONS OF LIABILITY AND REMEDIES.

FIRST AID

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

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do then continue rinsing. If eye irritation persists: Get medical advice or attention.

IF ON SKIN (hair) OR CLOTHING: Remove immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice or attention.

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Unless advised otherwise by a poison control center or doctor, have person rinse mouth with water, if able. Do not give anything by mouth to an unconscious person.

IF INHALED: If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. If person is not breathing, call 911 or an ambulance, and then give artificial respiration, preferably mouth to mouth if possible.

NET CONTENTS: 1 U.S. QUART (0.95 L)

SN 051516



MANUFACTURED FOR
HELENA CHEMICAL COMPANY
225 SCHILLING BOULEVARD, SUITE 300
COLLIERVILLE, TENNESSEE 38017
(901)761-0050

GENERAL INFORMATION

WIPEOUT® XS is a high pH tank and equipment cleaner that thoroughly penetrates, solubilizes and removes pesticide residue and hard water deposits from sprayer tank walls, hoses, screens and nozzles.

Recommended for equipment used to apply active ingredients registered for agricultural, aquatic, forestry, industrial, municipal, non-crop land, ornamental rights-of-way, turf, and other appropriate uses.

DIRECTIONS FOR USE

Follow the manufacturer's warranty requirements for cleaning and maintaining application equipment.

Refer to the active ingredient label for specific equipment preparation and cleaning recommendations.

Rinsate should be collected and contained according to all local, state and federal regulations.

• **Large Volume Sprayers:** Empty the spray tank completely, preferably in the field. Rinse all interior areas of the spray tank with clean water.

Add **WIPEOUT® XS** to the rinse water in the tank and agitate for 15-20 minutes. Purge hoses, lines, screens and nozzles for at least one minute or remove and clean separately. Some pesticides can be slow to release from equipment surfaces, and soaking for 12-24 hours may be necessary. After cleaning, empty the system and thoroughly flush all components with clean water.

• **Hand-Held and Back-Pack Sprayers:** Use approximately one ounce of **WIPEOUT® XS** per gallon of water, agitate thoroughly and pump through lines and nozzle, drain and follow with clean water triple rinse.

USE RATE

One quart of **WIPEOUT® XS** per 100 gallons of water or 0.25% to 0.5% v/v

SPECIAL PRECAUTIONS / RINSATE TESTING: The use of **WIPEOUT® XS** or other tank cleaners does not guarantee removal and/or neutralization of all residues.

Many variables exist that make consistent tank cleaning difficult: for example, water quality, use of pressurized cleaning equipment, quantity and type of residue, age and condition of spray tank, spray lines, nozzles etc.

Effective equipment clean-out is the responsibility of the applicator.

In order to ensure that all residues have been removed, apply a sample of the rinse water to sensitive broadleaf plants and after sufficient time, observe for wilting or severe stress.

If stress occurs, repeat cleaning process and retest as above.

All internal and external rinsate must be contained and disposed of according to state, local and federal regulations.

WIPEOUT® XS is not approved for (tank or equipment) clean-out for flumioxazin containing tank mixes.

STORAGE AND DISPOSAL

Storage: Store in a cool well-ventilated place. Keep in original container tightly closed. Keep separated from strong oxidants, strong acids, metals, food & feedstuffs. Keep dry. Do not store above 49°C/120° F. Keep container tightly closed & upright when not in use to prevent leakage. Wear full face shield, gloves & full protective clothing when opening or handling. When empty, drain completely, replace bungs securely. Do not reuse empty container. Do not store with food, feed, or other material to be used or consumed by humans or animals. Do not contaminate water supplies. For optimal storage, store between 40° and 90° F.

Disposal: Do not contaminate water, food or feed by disposal. Dispose of contents in container to an approved waste disposal facility in accordance with all local, regional, national and international regulations. Triple rinse (or equivalent) adding rinse water to application tank. Offer container for recycling or dispose of in a sanitary landfill or by other procedures approved by local regulations. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit the ACRC web page at www.acrecycle.org.

CONDITIONS OF SALE - LIMITED WARRANTY AND LIMITATIONS OF LIABILITY AND REMEDIES

Read the Conditions of Sale-Warranty and Limitations of Liability and Remedies before using this product. If the terms are not acceptable, return the product, unopened, and the full price will be refunded.

The directions on this label are believed to be reliable and must be followed carefully. Insufficient control of pests and/or injury to the crop to which the product is applied may result from the occurrence of extraordinary or unusual weather conditions or the failure to follow the label directions or good application practices, all of which are beyond the control of Helena Chemical Company (the "Company") or the seller. In addition, failure to follow label directions may cause injury to crops, animals, man or the environment. The Company warrants that this product conforms to the chemical description on the label and is reasonably fit for the purpose referred to in the directions for use subject to the factors noted above which are beyond the control of the Company. The Company makes no other warranties or representations of any kind, express or implied, concerning the product, including no implied warranty of merchantability or fitness for any particular purpose, and no such warranty shall be implied by law.

The exclusive remedy against the Company for any cause of action relating to the handling or use of this product shall be limited to, at Helena Chemical Company's election, one of the following:

1. Refund of the purchase price paid by buyer or user for product bought, or
2. Replacement of the product used

To the extent allowed by law, the Company shall not be liable and any and all claims against the Company are waived for special, indirect, incidental, or consequential damages or expense of any nature, including, but not limited to, loss of profits or income. The Company and the seller offer this product and the buyer and user accept it, subject to the foregoing conditions of sale and limitation of warranty, liability and remedies. © Copyright, Helena Holding Company, 2016. **WIPEOUT® XS** is a registered trademark of Helena Holding Company.



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000181

MA Version: 1

Page: 4 of 12

Description: Fertilizers & Soil Conditioners

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: STEPHEN ROMERO
	Phone: 5207243021
	Email: stephen.romero@pima.gov

T E R M S	Initiation Date: 08-08-2022
	Expiration Date: 08-07-2023
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	Marubeni America Corporation	Contact: Paul Goolsby
	DBA: Helena Agri-Enterprises LLC AKA Helena Chemical Company	Phone: 602-206-5288
	1035 S 63rd Ave	Email: goolsbyp@helenaagri.com
	Phoenix AZ 85043	Terms: 2.00 %
		Days: 10

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 \$608,000.00 (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: 22000000000000000181

MA Version: 1

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Line	Description					
1	15MG Magnfic Mag Nitrate 42X50LB					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	PLT	\$1,512.00			
2	18-0-4 with Barricade, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$27.40			
3	18-0-4 with Barricade, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$25.90			
4	46-0-0 Prilled Urea, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.50			
5	6-24-24 Misc. Fertilizing Compound, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$29.60			
6	9-9-9 Super Iron Plant Food w/ 11% Iron, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$26.75			
7	Brexil Multi, 2 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$50.00			
8	Calcium Sulfate (Gypsum) Pelletized, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$10.20			
9	CoRoN 18-3-6 Plus 0.5% fe Liquid Fertilizer, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$46.25			
10	ELE MAX Turf Nectar Rate 1.5 per Acre, 2.5 lb. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$28.00			
11	Fert 16-20-0, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$27.30			
12	Fertilizer Starter 6-20-20 with 5% fe and hh, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.00			
13	FERTITECH 32-2-8 REG, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$32.50			
14	Gypsum Diamond K 97 SOL Grade (field lining), 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$9.00			
15	Helena 19-1-6, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$41.00			
16	Hydra Hume rate 1.5 gal per acre, 2.5 lb. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$75.00			
17	IRON SEQUESTAR 6% EDDHA 8X5lb, 5 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$55.00			
18	Kickstand RTU, Rate 88 ounces per acre, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$120.00			
19	Kmag standard, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$22.00			



MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000181

MA Version: 1

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Line	Description					
20	Musketeer Turf Growth Regulator, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$842.15			
21	Neutra Sol-Tank Cleaner, 1 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$19.00			
22	Nitro Verde 24-3-3, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.20			
23	Nucleus 0-0-21, 5 Gal. Pail					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	PAIL	\$70.00			
24	NUTRITE 25-3-11 UREA, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.90			
25	Podium, 1 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$139.00			
26	PROMATE 4-2-2 (HAE), 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$17.50			
27	Receptor Growth Regulator, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$160.00			
28	Renova (3-0-8) Liquid Fertilizer, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$180.00			
29	Reservoir DG, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$90.00			
30	SULFATE OF POTASH, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$32.50			
31	SULFUR 90% PASTILLE, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$22.00			
32	Tracite 20-20-20 Fertilizer with Micronutrients, 25 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$37.50			
33	Turf Royale Fertilizer 21-7-14, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.00			
34	Watersolv Curative AG, 250 Gal. Tote					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TOTE	\$13,250.00			



PIMA COUNTY PROCUREMENT DEPARTMENT
150 W CONGRESS ST., 5th FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484

Terri Spencer
Procurement Director

May 2, 2022

AMENDMENT NO. 01

SOLICITATION NO. IFB-PO-2200085, FERTILIZERS & SOIL CONDITIONERS

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

SOLICITATION DUE DATE:

Solicitation Due Date & Time remain unchanged:
May 16, 2022 at or before 10:00 AM Local Tucson, AZ Time (MST).

CHANGES AND/OR ADDITIONS:

- **Offer Agreement (15 pages)** is replaced in its entirety with **Offer Agreement, Amendment No. 1 (15 pages)** attached to this document.
- **SECTION 8- COMPENSATION & PAYMENT: Unit Prices:** Added Lines 47-56: Description and Estimated Annual Usage Quantity.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments and all amended pages may be cause for rejection.

This Amendment is a total of sixteen (16) pages.

If any questions, please contact me via e-mail at Stephen.Romero@pima.gov.

/s/ Stephen Romero

Stephen Romero, Procurement Officer

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Fertilizers & Soil Conditioners for athletic fields, parks, and landscaped areas, on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). Pima County's intent is to award multiple contractors.

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 Fertilizers & Soil Conditioners for a minimum of three (3) consecutive years including current year. Submit a Copy of Business Licenses.	<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. Submit a Copy of current Arizona Dept. of Agriculture Seller's Permit.	<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.
- 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	ESTIMATE D ANNUAL USAGE QUANTITY	UO M	UNIT PRICE \$	EXTENDED AMOUNT \$
1	15MG Magnfic Mag Nitrate 42X50LB	2	PLT	1512.00	3024.00
2	18-0-4 with Barricade, 50 lb. bag	500	Bag	27.90	13,950.00
3	21-0-0 AM SUL STD, 50 lb. bag	600	Bag	22.25	13,350.00
4	46-0-0 Prilled Urea, 50 lb. bag	100	Bag	34.50	3,450.00
5	5-3-2 GROGANIC STANDARD	200	Lbs.	237	47,400
6	6-24-24 Misc. Fertilizing Compound, 50 lb. bag	150	Bag	34.50	5,175.00
7	9-9-9 Super Iron Plant Food w/ 11% Iron, 50 lb. bag	834	Bag	32.25	26,896.50
8	Ammonium Sulfate Granular, 50 lb. bag	960	Bag	22.20	21,312.00
9	Bio-Solids 5-6-0, 1,000lbs/tote	30	Tote		
* 10	Brexil Multi, 2 lb. bag <i>Microplex</i>	80	Bag		
11	Calcium Sulfate (Gypsum) Pelletized, 50 lb. bag	750	Bag	11.25	8,437.50
12	CoRoN 18-3-6 Plus 0.5% fe Liquid Fertilizer, 2.5 Gal. jug	58	Jug		
13	ELE MAX Turf Nectar Rate 1.5 per Acre, 2.5 lb. jug	64	Jug		
14	Fert 16-20-0, 50 lb. bag	250	Bag	28.50	7,125.00
15	Fertilizer Starter 6-20-20 with 5% fe and hh, 50 lb. bag	870	Bag	28.50	24,795.00
16	FERTITECH 32-2-8 REG, 50 lb. bag	200	Bag	33.75	6,750.00
17	Gypsum Diamond K 97 SOL Grade (field lining), 50 lb. bag	900	Bag	4.50	4,050.00
18	Helena 19-1-6, 2.5 Gal. jug	50	Jug		
19	Hilltopper Pro Mound/Plate Clay, 50 lb. bag	1500	Bag	20.90	31,350.00
** 20	Hydra Hume rate 1.5 gal per acre, 2.5 lb. jug <i>Actate</i>	70	Jug		
21	IRON SEQUESTAR 6% EDDHA 8X5lb, 5 lb. bag	100	Bag	46.20	4,620.00
22	Kickstand RTU, Rate 88 ounces per acre, 2.5 Gal. jug	40	Jug		
23	Kmag standard, 50 lb. bag	120	Bag	16.50	1,980.00
24	Link Fourtplex, 2.5 Gal. jug	50	Jug		
25	MAGNESIUM SULFAE 9.6%, 50 lb. bag	700	Bag	28.50	19,950.00
26	Musketeer Turf Growth Regulator, 2.5 Gal. jug	34	Jug	854.775	29,062.35
27	Neutra sol-tank cleaner, 1 Gal. jug	360	Jug		
28	Nitro Verde 24-3-3, 50 lb. bag	810	Bag		
29	Nucleus 0-0-21, 5 Gal. Pail	83	Pail		
30	NUTRITE 25-3-11 UREA, 50 lb. bag	150	Bag		
31	OSMOCOTE 19-5-8 + MINORS 901316 50#	200	Lbs.		
32	PLUS 5	1000	Lbs.	no bid	
33	Podium, 1 Gal. jug <i>Game Up</i>	5	Jug	165.00	825.00
34	PROMATE 4-2-2 (HAE), 50 lb. bag	200	Bag	no bid	
** 35	Puric Salute, 2.5 Gal. jug <i>Actate 94 x 5-gal</i>	188	Jug	82.50	7,755.00
*** 36	Receptor Growth Regulator, 2.5 Gal. jug <i>Radiate in 15</i>	4	Jug	4200	4,200.00
37	Renova (3-0-8) Liquid Fertilizer, 2.5 Gal. jug	25	Jug		
38	Reservoir DG, 50 lb. bag	250	Bag		
*** 39	SensiPro Green Links XFW, 2.5 gal jug <i>Endurant in 50</i>	110	Jug	315.00	17,325.00
40	SULFATE OF POTASH, 50 lb. bag	250	Bag	45.60	11,400.00
41	SULFUR 90% PASTILLE, 50 lb. bag	200	Bag	20.40	4,080.00
42	Tracite 20-20-20 Fertilizer with Micronutrients, 25 lb. bag	500	Bag	36.60	18,300.00
43	Turf Nectar, 2.5 Gal. jug	50	Jug		
44	Turf Royale Fertilizer 21-7-14, 50 lb. bag	932	Bag	30.90	28,798.80
45	TurfGro GHS FT 6-20-20 Prostarter, 50 lb. bag	870	Bag		
46	Watersolv Curative AG, 250 Gal. tote	1060	Tote		
47	Calphlex, 2.5 Gal. Jug	16	Jug		
48	Maxiplex, 2.5 Gal. Jug	16	Jug		
49	Pervade, 2.5 Gal. Jug	16	Jug		
50	High Five, 2.5 Gal. Jug	20	Jug		
51	Per4max, 2.5 Gal. Jug	20	Jug		
52	Knife Plus, 2.5 Gal. Jug	16	Jug		

53	Fights On, 2.5 Gal. Jug	16	Jug		
54	Calspra Mg, 2.5 Gal. Jug	16	Jug		
55	Guru SW Turf Pigment, 2.5 Gal. Jug	20	Jug	81.00	4050.00
56	Guru Timber Turf Paint, 2.5 Gal. Jug	40	Jug	315.00	6300.00
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID	328,358.55

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.

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. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$. 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)
Alternates on attached sheet with supporting documents			

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.

- Deliveries: Monday through Friday, 7:00AM to 3:30PM only. (Pima County facilities are closed on all major holidays).
- Contractor must be able to provide ordered products within four (4) weeks' time.
- 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 according to above guidelines. 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-2200085, 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
alternates attached to		5-16-2022			

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" Yes ☐ No ☐
section?

(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 THE PAGE INTENTIONALLY LEFT BLANK**

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

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 rep 520 631-3717PHONE: 520 293-4330FAX: 520 887-5369CONTACT PERSON EMAIL ADDRESS: gigi.nitka@nutrien.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: gigi.nitka@nutrien.com

CORPORATE HEADQUARTERS ADDRESS: _____

WEBSITE: nutrienagolutions.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: _____

DATE: May 16, 2022Gigi Nitka

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 520 293-4330 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

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
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ADA OFFICE COPY

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

Associate Director



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

Alternate Products to brands named on
Solicitation IFB-PO-2200085
Nutrien Ag Solutions - labels included in packet

* Microplex, alternate for Brexil Multi

** Actuate, ^{alternate for} Hydra-Nume + Puric Salute
Actuate is provided in 5-gal containers

*** Radiate, alternate for Receptor provided in 1-gal cont.

**** Endurant, alternate for Sensipro greenlinks + Guru
Endurant provided in 5-gal containers turf paint

***** Sarge, alternate for Guru SW turf pigment
Sarge provided in 1-gal cont.

⑥ Game Up, alternate for Podium

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

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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.

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

GAME UP Plant Growth Regulator Application Rates¹

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 ²		Golf Course Fairways (cut at 1/2" or less)		Golf Course Greens		Edging/Banding ³	
	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
Cool Season								
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 ⁴	11	0.125	7		
Mixture (K. Bluegrass/ <i>Fescue/Ryegrass</i>)	0.75	33						
Mixture (K. Bluegrass/ <i>Ryegrass/Poa annua</i>)			0.50 ⁴	22				
Ryegrass, Annual	1.0	44					1.0	44
Ryegrass, Perennial	1.0	44	0.50	22			1.0	44
Warm Season								
Bahiagrass	1.0	44					1-2	44-88
Bermudagrass ⁵								
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.

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

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

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



SARGE 2.0 is a novel concentrated green pigment that provides UV ray protection.

SARGE 2.0 can be applied on cool season and warm season turfgrasses to help tolerate heat, electromagnetic radiation, drought, dormancy and other types of environmental stresses or cultural pressures.

SARGE 2.0 is recommended for application on turf prior to or after dormancy to provide a full natural intense green color.

SARGE 2.0 can also be utilized to maintain better color on actively growing turf and mixes easily with fungicides, insecticides, herbicides and foliar fertilizers.

ACTIVE INGREDIENTS: Green Pigment Colorant and UV Ray Protectant

NOT A PLANT FOOD INGREDIENT

DIRECTIONS FOR GENERAL TURF USE

Greens, Tees, Fairways, Lawns, Parks and Sports Turf

Application Rates:

Mix **SARGE 2.0** at the following rates: 16 to 32 ounces per acre

Cool and Warm Season Grasses for Color, Maintenance and Stress Protection:

Apply **SARGE 2.0** at 16 ounces per acre

Cool and Warm Season Grasses Prior to and during Dormant Conditions and for Intense Color Requirements:

Apply **SARGE 2.0** 16 to 32 ounces per acre. **SARGE 2.0**. Best if applied prior to onset of dormant color change.

SARGE 2.0 should be sprayed with a minimum of 50 gallons of water per acre

Keep out of direct sunlight during storage

Keep from freezing

For Professional Use Only

NUMERATOR

TECHNOLOGIES, INC.

P.O. Box 868 Sarasota, Florida 34236

Phone: 941.807.5333

www.numeratortech.com

Lot # 9

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 ₂ 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 ₂ 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 as the time of application. Prolonged 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.

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

Copyright 2018. Endurant[®] is a Registered Trademark of Geoponics Corp.

5 Gallons
MADE IN USA



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.



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SARGE 2.0 should be sprayed with a minimum of 50 gallons of water per acre

Keep out of direct sunlight during storage

Keep from freezing

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NUMERATOR

TECHNOLOGIES, INC.

P.O. Box 868 Sarasota, Florida 34236

Phone: 941.807.5333

www.numeratortech.com

Lot # 9



Actuate™

CONTAINS NON-PLANT FOOD INGREDIENT

9% Organic Matter (derived from leonardite)

Total Other Ingredients (inert as a non-plant food ingredient):

91% Aqueous Solution

KEEP OUT OF REACH OF CHILDREN



WARNING

Warning: Causes eye irritation. Wash thoroughly after handling. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

DIRECTIONS FOR USE

Actuate™ can be applied to most vegetable and cucurbit crops, field and row crops, deciduous fruit and nut trees, grapes, berries, olives, avocados, and citrus when used as an additive with recommended fertilizers applied to those crops.

SOIL APPLICATION RATES

When using Actuate with any compatible fertilizer, the recommended application methods include pre-plant, starter, side-dress, fertigation, top-dress and soil banding applications. Mixing with irrigation water for field storage is generally not recommended. Products blended with irrigation water should be used immediately and not stored for prolonged periods. It is recommended that an anti-foaming agent be used when mixing Actuate with compatible fertilizers.

When using with CAAM-17, calcium thiosulfate, calcium nitrate or CN-9, apply 1-3 gallons/acre of Actuate.

Per Acre rate: Actuate can be applied at 1-3 gallons/acre with fertilizer or water (in water, not to exceed 3% concentration).

Concentration rate: Actuate has been tested in ratio concentration fertilizer blends ranging from 1:9 to 1:20, not to exceed 3 gallons of Actuate per acre per application.

Always add the anti-foaming agent before adding Actuate.

Actuate should not be used alone in its concentrated form directly on crops or soil. To use without mixing with a recommended fertilizer, dilute Actuate with water at a rate of between 1 to 3 gallons of Actuate per acre, not to exceed a 3% concentration of Actuate in water.

GENERAL INFORMATION

Actuate™ is a highly concentrated, proprietary extraction of organic matter derived from leonardite. It is specifically designed to add the benefits of organic matter and is compatible with certain liquid fertilizers: CAAM-17, calcium thiosulfate, calcium nitrate, and CN-9. The benefits that Actuate provides for the soil include water holding capacity, high cation exchange capacity (CEC), and till.

CAUTION: Foliar application of Actuate close to harvest may leave a brown residue on the harvestable portion of the crop. Rainfall, sprinkler irrigation, or high humidity should alleviate this condition.

WARRANTY: Since weather, crops, soil, and other conditions may vary, the Seller does not make a warranty of any kind, expressed or implied, concerning the use of this product. The user assumes all risk of use and handling whether or not in accordance with directions or suggestions.

KEEP OUT OF REACH OF CHILDREN. HARMFUL IF SWALLOWED. AVOID CONTACT WITH SKIN, EYES OR CLOTHING. In case of contact immediately flush skin, eyes, or clothing with plenty of water for at least 15 minutes. Use caution when handling.

*Not all products are compatible with one another or when mixed with other fertilizers and/or pesticides on the market. A small scale compatibility test is recommended prior to mixing.

Information regarding the contents and levels of metals in this product is available on the internet at:

<http://www.regulatory-info-tpl.com>

F1548



Density: 9.4 lbs. per gallon (1127 grams/liter) @ 68° F
**Net Contents: 265 gallons (1003.1 liters),
2,491 lbs (1,130 kg)**

Product Code: xxxxxxxx

GUARANTEED BY LOVELAND PRODUCTS, INC. P.O. BOX 1285 GREELEY, CO 80639-1285

CAUTION—This product contains BORON and MOLYBDENUM. Determine plant sensitivity prior to use. Plants containing excess MOLYBDENUM are toxic to livestock. Crops sensitive to either or both of these two elements may be injured.



(CHELATING AGENT-EDTA)

A chelate for use only on agricultural and horticultural crops and ornamentals.

GUARANTEED ANALYSIS

Magnesium (Mg) Total	5.43%
5.43% Water Soluble Magnesium (Mg)	
2.00% Chelated Magnesium (Mg)	
Boron (B)	0.5 %
Cobalt (Co)	0.05%
0.05% Chelated Cobalt (Co)	
Copper (Cu)	1.5 %
1.5% Chelated Copper (Cu)	
Iron (Fe)	4.0 %
4.0% Chelated Iron (Fe)	
Manganese (Mn)	4.0 %
4.0% Chelated Manganese (Mn)	
Molybdenum (Mo)	0.1 %
Zinc (Zn)	1.5 %
1.5% Chelated Zinc (Zn)	

Derived From: Cobalt EDTA, Copper EDTA, Iron EDTA, Magnesium EDTA, Manganese EDTA, Zinc EDTA, Magnesium Sulfate, Sodium Borate and Sodium Molybdate.
Chelating agent is EDTA (ethylenediaminetetraacetic acid).



WARNING

Suspected of damage to fertility or to the unborn child.

Wash face, hands, and any exposed skin after handling. Do not eat, drink, or smoke when using this product. If swallowed, call a Poison Control Center if you feel unwell. Rinse mouth.

FOR TREATMENT OF SOILS AND CROPS WHERE MICRONUTRIENT DEFICIENCY IS DIAGNOSED OR SUSPECTED.

Miller Microplex is particularly suitable for foliar application, inclusion in liquid feeds and hydroponic mixes and for soil application. Foliar fertilization is intended as a supplement to a regular fertilization program and will not, by itself, provide all the nutrients normally required by agricultural crops.

MIXING

Miller Microplex is soluble in water. When mixing, do NOT pre-mix with a small amount of water before adding to the spray tank. The material should be added slowly to the main bulk of the water while it is being agitated. Agitation should continue for a minute or two after the addition of **Miller Microplex**. If pesticides are to be used in the spray mix, add them after the **Miller Microplex** has dissolved.

CROPS SUSCEPTIBLE TO MICRONUTRIENT DEFICIENCY

Miller Microplex is recommended for crops such as alfalfa, almonds, avocados, apples, broccoli, cabbage, cauliflower, carrots, celery, citrus, corn, grapes, lettuce, melons, nectarines, rice, pears, peaches, pecans, peppers, plums, prunes, potatoes, peanuts, sorghum, sugar beets, sweet corn, sugar cane, strawberries, tomatoes, turnips, walnuts, watermelons, wheat and most other crops.

GENERAL INFORMATION

This product gives best results when crops have adequate supplies of water and major nutrients, and are not under stress for other reasons. Conditions which are responsible for one particular deficiency can also induce deficiencies of other trace elements.

APPLICATION RATES OF MILLER MICROPLEX

Use 1/2 to 1 lb. of **Miller Microplex** per acre for vegetables, trees and row crops as a foliar application. Use the following chart as a reference for foliar application to particular crops:

RATE OF USE LBS / ACRE

	Severe Deficiency	Moderate Deficiency	Maintenance
Fruit Trees	1	1	0.5
Vegetables	1	0.5 to 1	0.5
Row Crops	1	0.5 to 1	0.5

FIRST AID

EYE CONTACT: Immediately flush eyes with plenty of water for at least 15 minutes, while holding eyelids apart to ensure flushing of entire surface. Call a physician.

SKIN CONTACT: Immediately flush skin with plenty of water for at least 15 minutes, while removing contaminated clothing and shoes. Thoroughly clean clothing and shoes before reuse. Call a physician.

INHALATION: Move person to fresh air. If not breathing, give artificial respiration, preferably by mouth-to-mouth. If breathing is difficult, give oxygen. Call a physician.

INGESTION: If swallowed, DO NOT induce vomiting. Rinse mouth with water. Dilute stomach contents by drinking water. If vomiting occurs, keep head below hips to prevent breathing vomit into lungs. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. Call a physician immediately!

APPLICATION: POST HARVEST TREE, VINE, NUTS and CITRUS

Apply **Miller Microplex** at no more than 2 lbs. per acre foliarly in post harvest sprays. Use sufficient water for good coverage. Follow all other directions and safety precautions currently on the label.

ORNAMENTALS: One teaspoon per gallon of water every 2 to 4 weeks. Use enough water to cover thoroughly or approximately 1 gallon per 10 square feet. **Miller Microplex** can be incorporated into NPK fertilizer at 4 oz. per 50 lbs. of NPK.

APPLICATION RECOMMENDATION FOR TURF:

GREENS: Apply **Miller Microplex** 1/2 lb. per acre (43,560 sq. ft.) in a minimum of 150 to 200 gallons of water. **Miller Microplex** at 1/2 lb. in 150 to 200 gallons of water will cover approximately six average greens. Best results will be seen where **Miller Microplex** is applied in early spring when greens are actively growing. Four or more applications may be made at monthly intervals to help maintain vigor and color. Applications should always be made later in the evening or early in the morning to reduce potential for phytotoxicity.

FAIRWAYS AND LAWNS: Apply **Miller Microplex** at 1 lb. per acre in a minimum of 40 gallons of water. Use three or more applications per year to maintain fine healthy turf.

CAUTION: Do not apply more than 1 lb. per acre of any single chelate or mixture of chelates per foliar application as crop injury may occur. Multiple chelate applications should be made at no less than 10 to 14 day intervals to reduce the potential for crop injury.

PRECAUTIONS

Wash hands with soap and water before meals and after work. Store in the original container tightly closed, in a dry place. Store away from children, pets, livestock and foodstuffs.

Information regarding the contents and levels of metals in this product is available on the internet at <http://www.aapfco.org/metals.htm>

Use this product in accordance with good agronomic practices, which include utilizing proven spray equipment set for proper coverage. Do not make applications when temperatures are too hot, as crop damage may occur. Applications should be made at temperature levels and when other environmental conditions in your area are such that your experience indicates the application will be compatible and will accomplish the desired result.

NOTICE OF WARRANTY: Miller warrants that this product conforms to the chemical description on the label thereof and is reasonably fit for purposes stated on such label only when used in accordance with directions under normal use conditions. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness, or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Miller. In no case shall Miller be liable for consequential, special or indirect damages resulting from the use or handling of this product. All such risks shall be assumed by the buyer. MILLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

Information concerning the raw materials composing this product can be obtained by writing to Miller Chemical & Fertil., LLC, P.O. Box 333, Hanover, PA 17331. Please refer to the product/batch number found on this container.

F501

KEEP OUT OF REACH OF CHILDREN

Manufactured For
MILLER CHEMICAL & FERTILIZER, LLC
P.O. Box 333, Hanover, Pennsylvania 17331, USA
Product of U.K.
Net Weight 25 lb (11.34 kg)



Reduces transplant shock and promotes plant growth

ACTIVE INGREDIENTS:		By wt
3-Indolebutyric acid (IBA)	0.85%
Cytokinin, as Kinetin	0.15%
OTHER INGREDIENTS:	99.00%
TOTAL		100.00%

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

FIRST AID	
If in eyes:	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15-20 minutes.• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.• Call a poison control center or doctor for treatment advice.
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	

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

Causes moderate eye irritation. Avoid contact with eyes, skin or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using toilet.

ENVIRONMENTAL HAZARDS

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

EPA REG. NO. 34704-909

EPA EST. NO. 72639-CA-001

NET CONTENTS 1 U.S. GAL. (3.785 L)

IHT

031710 V1D 03G10

RADIATE®
EPA REG. NO. 34704-909

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 A on an EPA chemical-resistance category selection chart.

Applicators and other handlers must wear:

- Long sleeved shirt and long pants
- Chemical resistant gloves Category A, such as butyl rubber > 14 mils, or natural rubber > 14 mils, or neoprene rubber > 14 mils or nitrile rubber > 14 mils and shoes plus socks.

Follow the 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.

PHYSICAL OR CHEMICAL HAZARDS

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

For chemical spill, leak, fire or exposure, call CHEM-TREC at 1-800-424-9300.

USER SAFETY RECOMMENDATIONS

Users should:

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

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

AGRICULTURAL USE REQUIREMENTS

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

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 4 hours. PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water is:

- Coveralls
- Chemical resistant gloves Category A, such as butyl rubber > 14 mils, or natural rubber > 14 mils, or neoprene rubber > 14 mils or nitrile rubber > 14 mils
- Shoes plus socks

GENERAL INFORMATION

RADIATE® contains two (2) different plant growth regulators (PGRs) that synergistically stimulate early and improved root development. In addition, RADIATE contains a mixture of vitamins that aid in successful transplanting and plant growth.

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When using a non-ionic surfactant, Loveland Products, Inc. recommends LI 700® at 0.25% to 0.5% v/v.

USE DIRECTIONS FOR CHEMIGATION

Apply RADIATE through fixed or standing irrigation systems or through foliar applications. Foliar applications are preferred. Apply this product only through the following types of irrigation systems:

1. Sprinkler including big gun, solid set or hand move irrigation systems.
2. Calibrated overhead watering booms.
3. Drip (or micro sprinkler) irrigation systems.

Before applying this product through any type of irrigation system, perform a small-scale trial to determine if product performance and phytotoxicity results are acceptable.

Crop injury, lack of effectiveness, or illegal pesticide residues in the crop can result from non-uniform distribution of treated water.

If you have any questions about calibration, you should contact State Extension Service specialists, equipment manufacturers or other experts.

Do not connect an irrigation system (including greenhouse systems), used for pesticide application to a public water system unless the pesticide label-prescribed safety devices for public water systems are in place.

A person knowledgeable of the chemigation system and responsible for its operation, or under the supervision of the responsible person shall shut the system down and make necessary adjustments should the need arise.

CHEMIGATION SYSTEMS CONNECTED TO 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, backflow 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 flow 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 pump.

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.

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

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Agitate the pesticide supply tank throughout the application of RADIATE. Except for turfgrass, apply RADIATE at the rate of 20 fl. oz. per acre at the end of the irrigation period in a sufficient amount of water to allow proper coverage of plant or crop. Fill the supply tank one-half full with water, add the appropriate amount of RADIATE to the tank and finish filling the tank with water.

DRIP/TRICKLE OR SPRINKLER CHEMIGATION

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.

Do not apply when wind speed favors drift beyond the area intended for treatment. (This statement only applies to sprinkler chemigation.)

Agitate the pesticide supply tank throughout the application of RADIATE. Except for turfgrass, apply RADIATE at the rate of 20 fl. oz. per acre at the end of the irrigation period in a sufficient amount of water to allow proper coverage of plant or crop.

Fill the supply tank one-half full with water, add the appropriate amount of RADIATE to the tank and finish filling the tank with water.

SUGGESTED MINIMUM SPRAY VOLUME (GALLONS) PER ACRE WHEN APPLYING RADIATE			
Crop	Ground		Air
	Dilute	Concentrate	
Vegetables, Field Crops	15	—	5
Small fruits, Vines, Miscellaneous	150	50	15
Tree crops	400	50	20
Citrus	800	100	20

Depending upon the equipment used, and the specific crop, the spray volume applied per acre will differ.

Special considerations: RADIATE compatibility with other agricultural products has not been fully investigated. Compatibility of RADIATE with other products requires testing for crop safety and performance prior to large-scale use. Products mixed with RADIATE must be acidic (pH less than 7). Do not mix RADIATE with any product(s) having a pH greater than 7. Repeat application may be necessary if it rains within 2 hours after application.

RADIATE®
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Depending upon the equipment used and specific crop, spray volume applied per acre will differ. Apply sufficient water volume to ensure thorough coverage.

APPLICATION INSTRUCTIONS TO REDUCE TRANSPLANT SHOCK AND PROMOTE NEW PLANT GROWTH

Crop	Amount of RADIATE (fl. oz.)	Application Timing	Remarks
Alfalfa, Clover, Hay	2 fl. oz. per acre*	Seedling Alfalfa, Clover, Hay: apply at 2-4 trifoliate stage. Established crop: at green-up	Promotes new root development and growth.
Brassica Vegetables such as: Broccoli, Cauliflower, Cabbage & Mustard Greens	Drench application in transplant water at 1.3 fl. oz. per 10 gals. water.	1st: At time of transplant. 2nd: 10-14 days after first application.	Foliar application: Apply to achieve full coverage; use a non-ionic surfactant for hard to wet crops such as cabbage.
	Foliar application: 2 fl. oz. per acre*	1st: At 2-4 true leaf stage. 2nd: 10-14 days after first application.	
Canola (Oil)	2 fl. oz. per acre*	1st: At 2-4 leaf stage.	Can be tank mixed with glyphosate products registered for use on Roundup Ready® canola.
Citrus Fruits such as: Sweet orange, Lemon and Grapefruit	13 fl. oz. in 100 gals. water	Apply when fruit are 5 mm in size. Make additional applications if needed.	Thoroughly apply spray.
Corn (Sweet, Field and Popcorn)	2 fl. oz. per acre*	At 2-6 leaf stage.	Can be tank mixed with glyphosate products registered for use on Roundup Ready corn.
Cotton	2 fl. oz. per acre*	1st: At 2-4 true leaf stage 2nd: 10-14 days after first application.	Can be tank mixed with glyphosate products registered for use on Roundup Ready cotton.
Cucurbit Vegetables such as: Cucumber, Muskmelon, Cantaloupe, Summer squash, Watermelon and Honeydew	2 fl. oz. per acre*	1st: If seeded, apply at 2-4 true leaf stage. 2nd: 10-14 days after first application.	Enhances root growth.
Fruiting Vegetables such as: Tomato, Pepper and Eggplant	2 fl. oz. per acre*	1st: At 2-4 true leaf stage. 2nd: 10-14 days later.	—
Grape	4-6 fl. oz. in 100 gals. water	1st: Apply when grapes are 2-3 mm in size. 2nd: 10-14 days after first application. 3rd: 45 days prior to harvest. 4th: 30 days prior to harvest.	Increases potential to enhance berry size.
Leafy Vegetables such as: Celery, Head lettuce, Leaf lettuce and Spinach	2 fl. oz. per acre*	1st: At 2-4 true leaf stage. 2nd: 10-14 days after first application.	—

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Crop	Amount of RADIATE (fl. oz.)	Application Timing	Remarks
Legume Vegetables (Succulent or dry) such as: Soybean, Peas, all types of beans	2 fl. oz. per acre*	At 2-4 trifoliate leaf stage.	Can be tank mixed with glyphosate products registered for use on Roundup Ready soybeans.
Peanut	2 fl. oz. per acre*	1st: At 2-4 true leaf stage. 2nd: 10-14 days after first application.	—
Tuber Vegetables such as: Potato, Sweet potato, Yam	2 fl. oz. per acre*	1st: At 2-4 true leaf stage. 2nd: 10-14 days after first application.	Foliar applications: apply thoroughly until dripping.
Root Vegetables such as: Carrot, Radish, Turnip, Ginseng, Horseradish, Parsley (turnip-rooted) and Sugar beet	2 fl. oz. per acre*	1st: At 2-4 true leaf stage. 2nd: 10-14 days after first application.	Foliar application: thorough spray coverage is necessary.
Pome/Stone Fruits such as: Apple, Apricot, Cherry, Plum, Plumcot and Peach	13 fl. oz. in 100 gals. water	Apply when fruit are 5 mm in size. Make additional applications if needed.	—
Rice	2 fl. oz. per acre*	1st: At 4-5 leaf stage.	—
Strawberry	1.3 fl. oz. in 10 gals. water	1st: Spray immediately after transplant. 2nd: 10-14 days after first application.	—
Soybeans	2 fl. oz. per acre*	At 2-5 trifoliate leaf stage.	Tank mix with glyphosate products registered for use on Roundup Ready soybeans.
Sorghum	2 fl. oz. per acre*	At 2-6 leaf stage.	—
Wheat	2 fl. oz. per acre*	1st: At 2-4 leaf stage.	—

*If application spray volume is greater than 15 gals. per acre, use the dilution rate of 13 fl. oz. per 100 gals. water.

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TURFGRASS

For Sod Grass: Apply RADIATE by ground using 20-40 gals. of water per acre. Use 2.5 fl. oz. to 6.5 fl. oz. product in 20 gals. to 40 gals. of water, respectively, at a 1:1000 dilution rate.

For Turfgrass: Apply RADIATE by ground according to the table below using 1-10 gals. of water per 1000 sq. ft. Use RADIATE for turf growth suppression at the dilution rate of 1: 300 (4.2 fl. oz. product per 10 gals. water).

Turf	Amount (RADIATE/gals water/1000 sq ft*)	How and when to apply
Warm Climate grasses such as: St. Augustine, Bermuda, Bermuda hybrids, Centipede & similar warm season grasses	0.13 – 0.65 fl.oz./1-5 gals. of water/1000 sq. ft.	Make applications at 2-week intervals during the growing season.
Dichondra	0.65 – 1.3 fl.oz./5-10 gals. of water/1000 sq. ft.	Make applications at 2-week intervals during the growing season.
Cool Climate grasses such as: Bluegrass, Rye, Fescue, and similar cool season grasses	0.13 – 0.65 fl.oz./1-5 gals. of water/1000 sq. ft.	Make applications at 2-week intervals during the growing season.

*Apply 0.13 fl. oz. per gal.

ORNAMENTALS

Greenhouse and nursery grown ornamentals

Differences in responsiveness may vary from one cultivar to another or from one set of growing conditions to another. Unless previous experience dictates otherwise, prior to widespread use, test a small number of plants from each cultivar to verify desired efficacy.

Foliage Plants:

Aglaonema	Dieffenbachia	Maranta	Schefflera
Ajuga	Dracaena	Palms	Schlumbergera
Anthurium	Ficus	Peperomia	Spathiphyllum
Aphelandra	Fittonia	Philodendron	Syngonium
Caladium	Gynura	Pilea	Tradescantia
Cissus	Hoya	Pothos	Similar foliage plants

Bedding and Flowering Plants:

Abutilon	Cyclamen	Impatiens	Portulaca
Aglais	Dahlia	Iris	Roses
Alyssum	Delphinium	Jasminum	Salvia
Calceolaria	Dianthus	Lily	Scabiosa
Canna	Foxglove	Lupine	Sedum
Carnation	Fuchsia	Marigold	Sempervivum
Champaca	Gardenia	Michelia	Tulips
Chrysanthemum	Gazania	Monarda	Vinca
Cineraria	Geranium	Osmachus	Zinnia
Columbine	Gladiolus	Petunia	Similar plants
Coral Bells	Gloxinia	Poinsettia	

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Woody Ornamentals:

Arborvitae	Carissa	Juniper	Rhododendron
Aucuba	Chinese magnolia	Maple	Viburnum
Azalea	English Ivy	Pine	Similar plants
Boxwood	Holly	Podocarpus	

Garden Grown Tree Fruits:

Apple	Guava	Litchi	Persimmon
Asian pear	Grape	Longara	Plum
Apricot	Jujubee	Mango	Prunes
Cherry	Kumquat	Orange	Starfruit
Fig	Lemon	Peach	Similar plants

Application Rates and Timing:

Dilute 0.85 fl. oz. of RADIATE in 10 gals. of water (1:1500 dilution rate) for plants less than 2 years old. Dilute 1.3 fl. oz. RADIATE in 10 gals. of water (1:1000 dilution rate) for mature plants. Repeat applications at 10-14 day intervals when required. Apply the last spray 1-2 weeks prior to sale. Uniform and thorough spray coverage is necessary for best results.

CUTTINGS

Dilution rate:

For softwood cuttings use a 1:20 dilution rate (0.5 fl. oz. product in 10 fl. oz. of water); **For medium wood cuttings use a 1:10 dilution rate** (1 fl. oz. product in 10 fl. oz. of water); **For hard wood cuttings use a 1:5 dilution rate** (2 fl. oz. product in 10 fl. oz. water).

RADIATE: Use on **all nursery stock cuttings** including **Woody ornamentals, Deciduous hardwoods, Evergreens, Ground Covers, and Perennials** such as: African violet, Arborvitae, Azalea, Aster, Barberry, Begonia, Boxwood, Camellia, Grape-myrtle, Clematis, Chrysanthemum, Cypress, Dahlia, Delphinium, Dogwood, Euonymus, Forsythia, Fuchsia, Geranium, Heather, Hibiscus, Holly, Honeysuckle, Ivy, Japanese quince, Jasmine, Juniper, Lilac, Magnolia, Minor, Myrtle, Pachysandra, Photinia, Pivet, Pyracantha (Firethorn), Rhododendron, Rose, Spirea, Yew, Viburnum, Vinca, Wriggle and many others.

Obtain cuttings from vigorous, healthy plants and keep cuttings moist and cool such as in an ice chest. With a sharp knife, trim the cutting (2-8 inches long) with a diagonal cut just below a node or leaf. Dip the basal end of cutting, individually or in bunches, into the RADIATE solution for **3-5 seconds**.

Following dipping, place cuttings into planting medium. Depending on the species, rooting will take place in several weeks or months under a moist greenhouse environment. Transplanting may be performed once the cuttings have rooted.

TO REDUCE TRANSPLANT SHOCK AND PROMOTE NEW ROOT GROWTH- For Shrubs, Flowers, Groundcovers & Houseplants

Rose, Arborvitae, Gardenias, flowering trees and other ornamentals in bare root transplant or from containers: Use 2 tablespoons of RADIATE per 10 gals. of water. Apply solution to root area in transplanting hole and then cover roots with soil. After planting, repeat applications biweekly as a drench to thoroughly wet the root area using a solution consisting of one tablespoon of RADIATE per 10 gals. of water.

Annual and perennial flowers (bedding plants): Use one tablespoon of RADIATE per 10 gals. of water and apply to thoroughly saturate roots at time of planting. Repeat at weekly intervals until plants are well established.

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Groundcovers such as, Ivy, Iceplant, Geranium, Cotoneaster, Barberry, & Ajuga: Use 1 tablespoon of RADIATE per 10 gals. of water and apply thoroughly to saturate the root area at time of planting. Repeat at weekly intervals until plants are well established.

Houseplants (repotting and planting): Use 1 tablespoon of RADIATE per 10 gals. of water and water thoroughly at weekly intervals to saturate the root zone until plants are well established.

Established plants: To continue new root growth, use 1 tablespoon of RADIATE per 10 gals. of water and water plants with solution once a month.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: RADIATE should be stored in its original container in a cool, dry locked place out of the reach of children and out of direct sunlight.

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

CONTAINER DISPOSAL: Non-refillable container. Do not reuse or refill this container. Triple rinse (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container $\frac{1}{4}$ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available. If recycling is not available, puncture and dispose of in a sanitary landfill, or incineration, or by other procedures allowed by state and local authorities.

For chemical spill, leak, fire or exposure, call CHEM-TREC at 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 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.

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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.

LI 700® and RADIATE® are registered trademarks of Loveland Products, Inc.
ROUNDUP READY® is a registered trademark of Monsanto Technology LLC.

FORMULATED FOR



P.O. BOX 1286, GREELEY, COLORADO 80632-1286



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000181

MA Version: 1

Page: 1 of 12

Description: Fertilizers & Soil Conditioners

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: 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 \$608,000.00 (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: 22000000000000000181

MA Version: 1

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Line	Description					
1	15MG Magnfic Mag Nitrate 42X50LB					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	PLT	\$1,512.00			
2	18-0-4 with Barricade, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$27.90			
3	18-0-4 with Barricade, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$22.25			
4	46-0-0 Prilled Urea, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$34.50			
5	5-3-2 Groganic Standard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LB	\$0.24			
6	6-24-24 Misc. Fertilizing Compound, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$34.50			
7	9-9-9 Super Iron Plant Food w/ 11% Iron, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$32.25			
8	Ammonium Sulfate Granular, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$22.20			
9	Calcium Sulfate (Gypsum) Pelletized, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$11.25			
10	Fert 16-20-0, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.50			
11	Fertilizer Starter 6-20-20 with 5% fe and hh, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.50			
12	FERTITECH 32-2-8 REG, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$33.75			
13	Gypsum Diamond K 97 SOL Grade (field lining), 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$4.50			
14	Hilltopper Pro Mound/Plate Clay, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$20.90			
15	IRON SEQUESTAR 6% EDDHA 8X5lb, 5 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$46.20			
16	Kmag standard, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$16.50			
17	MAGNESIUM SULFAE 9.6%, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.50			
18	Musketeer Turf Growth Regulator, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$854.78			
19	Game Up					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$165.00			



MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000181

MA Version: 1

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Line	Description					
20	Actutate 94x 5 gallon container					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$82.50			
21	Endurant 5 Gal. Containers					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$420.00			
22	SULFATE OF POTASH, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$45.60			
23	SULFUR 90% PASTILLE, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$20.40			
24	Tracite 20-20-20 Fertilizer with Micronutrients, 25 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$36.60			
25	Turf Royale Fertilizer 21-7-14, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$30.90			



PIMA COUNTY PROCUREMENT DEPARTMENT

150 W CONGRESS ST., 5th FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484

Terri Spencer
Procurement Director

May 2, 2022

AMENDMENT NO. 01

SOLICITATION NO. IFB-PO-2200085, FERTILIZERS & SOIL CONDITIONERS

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

SOLICITATION DUE DATE:

Solicitation Due Date & Time remain unchanged:

May 16, 2022 at or before 10:00 AM Local Tucson, AZ Time (MST).

CHANGES AND/OR ADDITIONS:

- **Offer Agreement (15 pages) is replaced in its entirety with Offer Agreement, Amendment No. 1 (15 pages) attached to this document.**
- **SECTION 8- COMPENSATION & PAYMENT: Unit Prices:** Added Lines 47-56: Description and Estimated Annual Usage Quantity.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments and all amended pages may be cause for rejection.

This Amendment is a total of sixteen (16) pages.

If any questions, please contact me via e-mail at Stephen.Romero@pima.gov.

/s/ Stephen Romero

Stephen Romero, Procurement Officer

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Fertilizers & Soil Conditioners for athletic fields, parks, and landscaped areas, on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). Pima County's intent is to award multiple contractors.

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 Fertilizers & Soil Conditioners for a minimum of three (3) consecutive years including current year. Submit a Copy of Business Licenses.	<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. Submit a Copy of current Arizona Dept. of Agriculture Seller's Permit.	<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.
- 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	ESTIMATE D ANNUAL USAGE QUANTITY	UO M	UNIT PRICE \$	EXTENDED AMOUNT \$
1	15MG Magnfic Mag Nitrate 42X50LB	2	PLT		
2	18-0-4 with Barricade, 50 lb. bag	500	Bag		
3	21-0-0 AM SUL STD, 50 lb. bag	600	Bag		
4	46-0-0 Prilled Urea, 50 lb. bag	100	Bag		
5	5-3-2 GROGANIC STANDARD	200	Lbs.		
6	6-24-24 Misc. Fertilizing Compound, 50 lb. bag	150	Bag		
7	9-9-9 Super Iron Plant Food w/ 11% Iron, 50 lb. bag	834	Bag		
8	Ammonium Sulfate Granular, 50 lb. bag	960	Bag		
9	Bio-Solids 5-6-0, 1,000lbs/tote	30	Tote		
10	Brexil Multi, 2 lb. bag	80	Bag		
11	Calcium Sulfate (Gypsum) Pelletized, 50 lb. bag	750	Bag		
12	CoRoN 18-3-6 Plus 0.5% fe Liquid Fertilizer, 2.5 Gal. jug	58	Jug		
13	ELE MAX Turf Nectar Rate 1.5 per Acre, 2.5 lb. jug	64	Jug		
14	Fert 16-20-0, 50 lb. bag	250	Bag		
15	Fertilizer Starter 6-20-20 with 5% fe and hh, 50 lb. bag	870	Bag		
16	FERTITECH 32-2-8 REG, 50 lb. bag	200	Bag		
17	Gypsum Diamond K 97 SOL Grade (field lining), 50 lb. bag	900	Bag		
18	Helena 19-1-6, 2.5 Gal. jug	50	Jug		
19	Hilltopper Pro Mound/Plate Clay, 50 lb. bag	1500	Bag		
20	Hydra Hume rate 1.5 gal per acre, 2.5 lb. jug	70	Jug		
21	IRON SEQUESTAR 6% EDDHA 8X5lb, 5 lb. bag	100	Bag		
22	Kickstand RTU, Rate 88 ounces per acre, 2.5 Gal. jug	40	Jug		
23	Kmag standard, 50 lb. bag	120	Bag		
24	Link Fourtiple, 2.5 Gal. jug	50	Jug		
25	MAGNESIUM SULFAE 9.6%, 50 lb. bag	700	Bag		
26	Musketeer Turf Growth Regulator, 2.5 Gal. jug	34	Jug		
27	Neutra sol-tank cleaner, 1 Gal. jug	360	Jug		
28	Nitro Verde 24-3-3, 50 lb. bag	810	Bag		
29	Nucleus 0-0-21, 5 Gal. Pail	83	Pail		
30	NUTRITE 25-3-11 UREA, 50 lb. bag	150	Bag		
31	OSMOCOTE 19-5-8 + MINORS 901316 50#	200	Lbs.		
32	PLUS 5	1000	Lbs.		
33	Podium, 1 Gal. jug	5	Jug		
34	PROMATE 4-2-2 (HAE), 50 lb. bag	200	Bag		
35	Puric Salute, 2.5 Gal. jug	188	Jug		
36	Receptor Growth Regulator, 2.5 Gal. jug	4	Jug		
37	Renova (3-0-8) Liquid Fertilizer, 2.5 Gal. jug	25	Jug		
38	Reservoir DG, 50 lb. bag	250	Bag		
39	SensiPro Green Links XFW, 2.5 gal jug	110	Jug		
40	SULFATE OF POTASH, 50 lb. bag	250	Bag		
41	SULFUR 90% PASTILLE, 50 lb. bag	200	Bag		
42	Tracite 20-20-20 Fertilizer with Micronutrients, 25 lb. bag	500	Bag		
43	Turf Nectar, 2.5 Gal. jug	50	Jug		
44	Turf Royale Fertilizer 21-7-14, 50 lb. bag	932	Bag		
45	TurfGro GHS FT 6-20-20 Prostarter, 50 lb. bag	870	Bag		
46	Watersolv Curative AG, 250 Gal. tote	1060	Tote		
47	Calphlex, 2.5 Gal. Jug	16	Jug	137.50	2,200.00
48	Maxiplex, 2.5 Gal. Jug	16	Jug	105.00	1,680.00
49	Pervade, 2.5 Gal. Jug	16	Jug	127.50	2,040.00
50	High Five, 2.5 Gal. Jug	20	Jug	227.50	4,550.00
51	Per4max, 2.5 Gal. Jug	20	Jug	222.50	4,450.00
52	Knife Plus, 2.5 Gal. Jug	16	Jug	145.00	2,320.00

53	Fights On, 2.5 Gal. Jug	16	Jug	160.00	2,560.00
54	Calspra Mg, 2.5 Gal. Jug	16	Jug	110.00	1,760.00
55	Guru SW Turf Pigment, 2.5 Gal. Jug	20	Jug	500.00	10,000.00
56	Guru Timber Turf Paint, 2.5 Gal. Jug	40	Jug	175.00	7,000.00
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID	38,560.00

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.

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/manufacturer'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. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$. 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.

- Deliveries: Monday through Friday, 7:00AM to 3:30PM only. (Pima County facilities are closed on all major holidays).
- Contractor must be able to provide ordered products within four (4) weeks' time.
- 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 according to above guidelines. 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-2200085, 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" Yes ☐ No ☒ section?

(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 THE PAGE INTENTIONALLY LEFT BLANK**

15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME:** Southwest Turf Support, LLC**BUSINESS ALSO KNOWN AS:** Southwest Turf Support or SWTS**MAILING ADDRESS:** P.O. Box 72866**CITY/STATE/ZIP:** Phoenix, AZ 85050**REMIT TO ADDRESS:****CITY/STATE/ZIP:****CONTACT PERSON NAME/TITLE:** Chad Lewis - Owner**PHONE:** (602) 725 - 1119 **FAX:****CONTACT PERSON EMAIL ADDRESS:** chad.swts@gmail.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** office.swts@gmail.com**CORPORATE HEADQUARTERS ADDRESS:****WEBSITE:** www.swturfsupport.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:  **DATE:** 05/09/2022

Chad D. Lewis Owner

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**PHONE AND EMAIL:** (602) 725 - 1119 chad.swts@gmail.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

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2022

ISSUED TO: SOUTHWEST TURF SUPPORT LLC
PO BOX 72866
PHOENIX AZ 85050

ALL communications and
reports MUST REFER to
this LICENSE NO.

► **LICENSE:** 20225564
START DATE: 10/01/2007
ISSUED: 12/18/2021
EXPIRES: 12/31/2022

LOCATION: CODE 002
FLORATINE ARIZONA
4027 E CASITAS DEL RIO RD
PHOENIX, AZ 85050
2100062490425



BUSINESS CODE
017 - RETAIL
017 - RETAIL

REGION
MAR - MARICOPA
PX - PHOENIX

JURISDICTION
COUNTY
CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can 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, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

00157020270000F6761360700157



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shawn Brown 17606 N 59th Ave Ste 2 Glendale, AZ 85308 (602) 843-6666 sbrown1@amfam.com	CONTACT NAME: American Family Insurance - Business Insurance	
	PHONE (A/C, No, Ext): 866-908-0626	FAX (A/C, No):
	E-MAIL ADDRESS: service@amfambusinessinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Midvale Indemnity Company	
INSURED SOUTHWEST TURF SUPPORT 5418 E PASARO DR CAVE CREEK AZ 85331	NAIC # 27138	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 271946413049498**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	GLP1085029	01/12/2022	01/12/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>	N/A					E.L. EACH ACCIDENT
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Landscape and Gardening Services

CERTIFICATE HOLDER

SOUTHWEST TURF SUPPORT

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



FLORPRO-05

ASHIERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Mid-South 1661 International Drive Suite #300 Memphis, TN 38120	CONTACT NAME: Lindsey Everett	FAX (A/C, No): (901) 853-9943	
	PHONE (A/C, No, Ext): (901) 341-6318	E-MAIL ADDRESS: lindsey.everett@hubinternational.com	
INSURED Floratine Products Group Inc. 355 E. South St Collierville, TN 38017	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Aspen Specialty Insurance		10717
	INSURER B: Ohio Security Insurance Company		24082
	INSURER C: Accident Fund Insurance Company of America		10166
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ERAA2E121	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAS (22) 55 12 98 48	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXAA2E421	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 6112388 08 01	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Southwest Turf Support, LLC and Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees are named as additional insureds with respect to General and Auto liability if required by written contract;

CERTIFICATE HOLDER

CANCELLATION

Southwest Turf Support, LLC
P O Box 72866
Phoenix, AZ 85050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Rooted in Science

May 9, 2022

TO: THE COUNTY OF PIMA


RE: SOLE SOURCE FOR FLORATINE PRODUCTS

Please accept this letter as proof that Southwest Turf Support, Chad Lewis, is the sole and exclusive distributor for Floratine Products Group for the State of Arizona. This includes all Floratine Products. Further, we make regular upgrades and improvements to our existing line of products that may include name changes. For instance, one product line was recently upgraded and renamed "X-Factor." The nutritional content remained the same.

Many Floratine products are covered by any one of several patents including: #5,250,000, #5,188,655, #8,911,524, #9,038,552, #9,137,991, #9,309,163, and #10,631,541. All Floratine products are designed and manufactured using proprietary technology.

No other business or individual is authorized to sell Floratine manufactured goods in this area. Please let us know if additional information is needed.

Thank you for using Floratine products.

Sincerely,

Timothy Cartwright
Vice President Technical Services

TC/kb

Chad Lewis
PO Box 72866
Phoenix, AZ 85050



May 9, 2022

Re: Exclusive distribution of GURUscapes products

To whom it may concern,

Southwest Turf Support (MR. Chad Lewis) is the exclusive distributor of all GURUturf products in the state of Arizona. This is inclusive of all GURUturf Pigments, Colorants, cleaners, and related products.

GURUscapes is a wholly owned subsidiary of MCTRON Technologies, LLC. MCTRON Technologies is a South Carolina corporation.

Any questions can be directed to Andrew McDaniel, GURUscapes Brand Manager.

Best Regards,

Andrew McDaniel

GURUscapes Brand Manager, MCTRON Technologies Operations Manager

andrew@guruscapescapes.com amcdaniel@mctron.com

846-900-5505

864-729-4009

23 Exchange Street | Greenville, SC 29605 | 864.729.4009 | mctron.com



The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **DIRECT BILL**

POLICY NUMBER **ENP 048 43 01**

NAMED INSURED MCTRON TECHNOLOGIES LLC

23 EXCHANGE ST

ADDRESS

GREENVILLE, SC 29605

(Number & Street,
Town, County,
State & Zip Code)

Previous Policy Number:

ENP0484301

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: **ENP 048 43 01**

FROM: **04-15-2022**

TO: **04-15-2025**

Automobile and / or Garage

Policy number:

FROM:

TO:

Agency **HUB INTERNATIONAL MIDWEST, LTD. 39-069**

City **GREENVILLE, SC**

Legal Entity / Business Description

LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IA461	06/10	COINSURANCE CONTRACT
IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4236	06/20	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP446	08/01	NOTICE TO POLICYHOLDERS
IA4110SC	11/20	SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
IA4238	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4338	05/11	SIGNATURE ENDORSEMENT
IA4450SC	01/15	SOUTH CAROLINA NOTICE TO POLICYHOLDERS - POLICY COVERAGES AND LIMITATIONS
IA4525	03/21	NOTICE TO POLICYHOLDERS EXCLUSION - COMMUNICABLE DISEASE
IL0194	07/02	SOUTH CAROLINA CHANGES - LEGAL ACTION AGAINST US
MI1429	09/91	NOTICE TO SOUTH CAROLINA INSURED
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
HC502	01/18	CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC503	01/18	CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

Countersigned _____ By _____
(Date) (Authorized Representative)

COINSURANCE CONTRACT

The rate charged in this policy is based upon use of a coinsurance clause attached hereto, with the consent of the insured.

IA-461 (6/10)

Non-Transferable

Fee: \$125.00

Effective 10/28/2020

Arizona Department of Agriculture
ENVIRONMENTAL SERVICES DIVISION
1688 W. Adams, Phoenix Arizona 85007
(602) 542-3578

License No. 6203

Issued 10/28/2020

Expires 6/30/2022

COMMERCIAL FERTILIZER LICENSE

PURSUANT TO A.R.S. 3-272

Location:

FLORATINE PRODUCTS GROUP INC
355 E SOUTH ST
COLLIERVILLE, TN 38017

Mail to:

FLORATINE PRODUCTS GROUP INC
355 E SOUTH ST
COLLIERVILLE, TN 38017


Associate Director

Arizona Department of Agriculture

Environmental Services Division (602) 542-3578, Fax (602) 542-0466
1688 West Adams, Phoenix, Arizona 85007

previous
fee paid \$ 1950.00

Issued: 10/28/2020

Current Certificate

Effective: 10/28/2020


Expires: 6/30/2022

License No. FLORATINE PRODUCTS GROUP INC
6203
355 E SOUTH ST
COLLIERVILLE, TN 38017

CERTIFICATE OF REGISTRATION OF FERTILIZERS

Is authorized to manufacture, deliver or sell in Arizona the products listed below. Registration is not an endorsement or approval by the Department of any product or any claim made for it. No reference may be made to registration in labeling or advertisements. Registration may be cancelled after a hearing at any time for just cause. The composition of each product and the label used on it must be the same as those submitted by the registrant. Prior to registering any specialty fertilizer product, the registrant must first secure a Commercial Fertilizer License..

Brand	N	P	K
ASTRON	0	0	0
BORA BORA	0	0	0
CALPHLEX	0	0	0
CALSPRA-MG 645	0	0	0
DEFENSE MAG	0	0	0
DEFENSE MAN	0	0	0
EON 75	0	0	0
EON BIO	0	0	0
FIGHT'S ON	0	0	18
FLORADOX PRO	2	2	3
GLYCOFUZE	2	1	2
HIGH FIVE	0	0	0
IRON MAID	15	0	0
KNIFE PLUS	12	0	0
LARGO	12	0	0
MAXIPLEX	0	0	0
P-48	10	48	8
PER "4" MAX	13	0	0
PERK UP	0	0	0
PERVADE	0	0	0
PHLEX - MAN	0	0	0
PHLEX-MAG	0	0	0
PK FIGHT	0	0	28
POWER	0	0	22
POWER 0-22-28	0	22	28


Signature of Associate Director

Arizona Department of Agriculture

Environmental Services Division (602) 542-3578, Fax (602) 542-0466
1688 West Adams, Phoenix, Arizona 85007

previous
fee paid \$ 1950.00

Issued: 10/28/2020

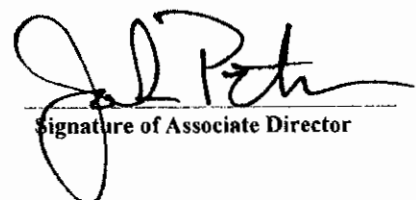
Current Certificate
Effective: 10/28/2020
Expires: 6/30/2022

License No. FLORATINE PRODUCTS GROUP INC
6203
355 E SOUTH ST
COLLIERVILLE, TN 38017

CERTIFICATE OF REGISTRATION OF FERTILIZERS

Is authorized to manufacture, deliver or sell in Arizona the products listed below. Registration is not an endorsement or approval by the Department of any product or any claim made for it. No reference may be made to registration in labeling or advertisements. Registration may be cancelled after a hearing at any time for just cause. The composition of each product and the label used on it must be the same as those submitted by the registrant. Prior to registering any specialty fertilizer product, the registrant must first secure a Commercial Fertilizer License..

Brand	N	P	K
POWER 23-0-0 + MO	23	0	0
POWER 24-0-0 + MO	24	0	0
POWER 4-4-16	4	4	16
PROPEL	0	0	0
PROTESYN	6	2	3
QUAD K	0	0	45
RAIDER PLUS	0	2	3
RENAISSANCE	0	0	0
TRICAL 35-SP	0	0	0
X-FACTOR	4	4	16
X-FACTOR	24	0	0
X-FACTOR	23	0	0
X-FACTOR	18	3	6
X-FACTOR	0	0	22


Signature of Associate Director



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SAFETY DATA SHEET

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

1.1 Product Identifier

Trade Name Calphlex
SDS Date July 23, 2018

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Product Use: Soil Amendment
Uses Advised Against: To be used only where there is a recognized need. Do not exceed the appropriate dose rates.

1.3 Details of the Supplier of the Substance or Mixture

Manufacturer: Floratine Products Group, Inc.
355 East South Street
Collierville, TN 38017
+1 901-853-2898

1.4 Emergency Telephone Number

Emergency Spill Information 1(800) 535-5053 for US and Canada (INFOTRAC)
+1(352) 323-3500 for International Calls (call INFOTRAC collect)

Other Product Information: cs@floratine.com

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

CLP/GHS Classification (1272/2008):
Eye Damage Category 1

EU Classification (67/548/EEC): Irritant Xi R41

2.2 Label Elements

Danger!



Contains Calcium Salt

Hazard Phrases

H318 Causes serious eye damage.

Precautionary Phrases

P280 Wear eye protection and face protection.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 Immediately call a POISON CENTER.

2.3 Other Hazards: None

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.2 Mixtures

Chemical Name	CAS Number / EINECS Number / REACH Reg. Number	% (w/w)	EU Classification (67/548/EEC)	CLP/GHS Classification (1272/2008)
Calcium Salt	Proprietary	20-50%	Xn, Xi R22, R41	Acute Tox 4 (H302) Eye Dam. 1 (H318)

See Section 16 for full text of GHS and EU Classifications.

SECTION 4: FIRST AID MEASURES

4.1 Description of First Aid Measures

First Aid

Eye contact: Immediately flush eye with water for at least 15 minutes while lifting the upper and lower lids. Get immediate medical attention.

Skin contact: Wash with soap and water. Get medical attention if irritation develops.

Inhalation: Remove victim to fresh air. Get medical attention if irritation persists.

Ingestion: Do not induce vomiting unless directed to do so by medical personnel. If the person is alert, have them rinse their mouth with water and sip one glass of water. Immediately call a poison center of physician for advice. Never give anything by mouth to an unconscious or drowsy person.

See Section 11 for more detailed information on health effects.

4.2 Most important symptoms and effects, both acute and delayed: Causes severe eye irritation or damage. May cause skin irritation on prolonged or repeated use. Ingestion may cause gastrointestinal irritation with nausea and diarrhea.

4.3 Indication of any immediate medical attention and special treatment needed: If eye contact occurs, get immediate medical attention.

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing Media: Use any media that is suitable for the surrounding fire. Water can be used to cool fire exposed containers.

5.2 Special Hazards Arising from the Substance or Mixture

Unusual Fire and Explosion Hazards: None

Combustion Products: Not combustible

5.3 Advice for Fire-Fighters: Self-contained breathing apparatus and protective clothing should be worn in fighting fires involving chemicals. Determine the need to evacuate or isolate the area according to your local emergency plan. Use water spray to keep fire exposed containers cool.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures:

Wear appropriate protective equipment. Avoid direct contact with spilled material.

6.2 Environmental Precautions:

Prevent entry in storm sewers and waterways. Report spill as required by local and national regulations.

6.3 Methods and Material for Containment and Cleaning Up:

Collect with an inert absorbent material and place in an appropriate container for disposal. Wash spill site with water. Contain large spills and collect as much liquid as possible into containers for use.

6.4 Reference to Other Sections:

Refer to Section 8 for personal protective equipment, and Section 13 for disposal information.

SECTION 7: HANDLING and STORAGE

7.1 Precautions for Safe Handling:

Avoid eye and prolonged skin contact. Use with adequate ventilation. Use reasonable care in handling. Do not eat, drink or smoke while using product. Wash thoroughly with soap and water after handling.

7.2 Conditions for Safe Storage, Including any Incompatibilities:

Protect containers from physical damage. Keep from freezing. Keep containers closed. Empty containers retain product residues. Follow all SDS precautions in handling empty containers. Store away from food and feed. Store away from oxidizing materials.

7.3 Specific end use(s):

Industrial uses: None identified

Professional uses: Soil Amendment

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters:

Chemical Name	US OEL	EU IOEL	UK OEL	Biological Limit Value
Calcium Salt	None Established	None Established	None Established	None Established

8.2 Exposure Controls:

Recommended Monitoring Procedures: None.

Appropriate Engineering Controls: Good outdoor ventilation should be adequate under normal conditions.

Personal Protective Measures

Eye/face Protection: Chemical goggles recommended to prevent eye contact.

Skin Protection: Impervious clothing is recommended if needed to avoid prolonged/repeated skin contact.

Hands: Impervious gloves are recommended if needed to avoid prolonged/repeated skin contact.

Respiratory Protection: None needed under normal use conditions with adequate ventilation. If mists are irritating, an approved particulate respirator can be used. Use respirators in accordance with local and national regulations.

Other protection: Suitable washing facilities should be available in the work area.

SECTION 9: PHYSICAL and CHEMICAL PROPERTIES**9.1 Information on basic Physical and Chemical Properties**

Appearance: Dark brown liquid
Odor Threshold: Not available
Melting/Freezing Point: Not available
Flash Point: None
Lower Flammability Limit: None
Upper Flammability Limit: None
Vapor Density(Air=1): Not available
Solubility: Complete
Autoignition Temperature: None
Viscosity: Not established
Oxidizing Properties: None
Molecular Formula: Mixture

Odor: Slightly Sweet
pH: 6.2
Boiling Point: 100°C
Evaporation Rate: Not determined
Vapor Pressure: > 1 @ 37°C

Relative Density: 1.41
Octanol/Water Partition Coefficient: Not established
Decomposition Temperature: Not applicable
Explosive Properties: None
Specific Gravity (H₂O= 1): 1.41
Molecular Weight: Mixture

9.2 Other Information: None available

SECTION 10: STABILITY and REACTIVITY

10.1 Reactivity: Not reactive under normal conditions

10.2 Chemical Stability: Stable.

10.3 Possibility of Hazardous Reactions: None known.

10.4 Conditions to Avoid: Avoid freezing.

10.5 Incompatible Materials: Incompatible with oxidizing agents.

10.6 Hazardous Decomposition Products: Decomposition may produce oxides of carbon and calcium.

SECTION 11: TOXICOLOGICAL INFORMATION**11.1 Information on Toxicological Effects:****Potential Health Effects:**

Eye Contact: Causes irritation with redness and tearing. Eye damage may occur.

Skin contact: Prolonged skin contact may cause irritation.

Inhalation: Excessive inhalation of mists may cause upper respiratory tract irritation.

Ingestion: Swallowing may cause gastrointestinal effects including nausea, diarrhea and stomach discomfort.

Acute toxicity:

No acute toxicity data available for the product. Calculated ATE for the mixture: Oral LD50 3004 mg/kg
Calcium salt: Oral rat LD50 1000 mg/kg

Skin corrosion/irritation: No data available. Calcium salt is not irritating to rabbit skin.

Eye damage/ irritation: Calcium salt cause irreversible damage in rabbit eyes.

Respiratory Irritation: No data available. Expected to cause only temporary irritation.

Respiratory Sensitization: No data available

Skin Sensitization: Calcium salt was negative in a mouse local lymph node assay (based on structurally similar chemicals).

Germ Cell Mutagenicity: Calcium salt was negative in the AMES test, in vitro mammalian chromosome aberration test and an in vitro mammalian cell gene mutation assay (based on structurally similar chemicals)

Carcinogenicity: No data available. None of the components of this product are listed as carcinogens by IARC or the EU Dangerous Substances Directive.

Reproductive Toxicity: No data available. Not expected to cause reproductive or developmental toxicity.

Specific Target Organ Toxicity:

Single Exposure: No data available

Repeat Exposure: No data available

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity: No data available

Calcium salt: 96 hr LC50 *Oncorhynchus mykiss* >98.9 mg/L; 48 hr EC50 *daphnia magna* 490 mg/kg (based on structurally similar chemical)

12.2 Persistence and degradability: Biodegradation is not applicable to inorganic substances such as calcium salt.

12.3 Bioaccumulative Potential: No data available. Not expected to be bioaccumulative.

12.4 Mobility in Soil: In the soil, product follows natural cycle to provide plant nutrients.

12.5 Results of PVT and vPvB assessment: Not required.

12.6 Other Adverse Effects: No data available.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste Treatment Methods:

Dispose in accordance with local/ and national regulations. Not considered hazardous waste according to EU regulations.

SECTION 14: TRANSPORTATION INFORMATION

	14.1 UN Number	14.2 UN Proper Shipping Name	14.3 Hazard Class(s)	14.4 Packing Group	14.5 Environmental Hazards
US DOT	None	Not Regulated			

14.6 Special Precautions for User: None

14.7 Transport in Bulk According to Annex III MARPOL 73/78 and the IBC Code: Not determined.

SECTION 15: REGULATORY INFORMATION

US Regulations

CERCLA Section 103: The normal application of fertilizers is exempt from CERCLA reporting. If an accidental release occurs, contact Floratine Products Group for information.

SARA Hazard Category (311/312): Acute Health Hazard

SARA 313: Products used in routine agricultural operations and fertilizers held for resale by retailers is excluded from SARA 313 reporting. Contact Floratine Products Group for additional information.

California Proposition 65: This product contains the following substances known to the State of California to cause cancer and/or reproductive harm (birth defects): None known.

International Chemical Inventories

US EPA Toxic Substances Control Act (TSCA) Status: All of the components of this product are listed on the TSCA inventory or exempt.

SECTION 16: OTHER INFORMATION

CLP/GHS Classification and H Phrases for Reference (See Section 3)

Acute Tox 4 Acute Toxicity Category 4

Eye Dam 1 Eye Damage Category 1

H302 Harmful if swallowed.

H318 Causes serious eye damage.

This safety data sheet provides health and safety information. The product is to be used in applications consistent with best farming practice. Individuals handling this product should be informed under COSHH of the recommended safety precautions and should have access to this information. The product information data sheet is to the best of Floratine's knowledge correct as at the date of publication. Neither Floratine, importer or local supplier accepts liability for any loss or damage resulting from reliance on this information. Further information on this product may be obtained from the supplier whose name, address and telephone number will be found on the product container. The information provided herein is offered solely for your consideration, investigation and verification. This information herein is provided by Floratine in good faith as accurate at the time of writing but without guarantee. This information includes information which has been generated by other parties and provided to Floratine and which Floratine has not independently verified. The information provided herein relates only to the specific product designated and may not be valid if the product is used in combination with any other materials or in any process



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SAFETY DATA SHEET

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

1.1 Product Identifier

Trade Name Maxiplex
SDS Date March 30, 2017

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Product Use: Soil amendment
Uses Advised Against: To be used only where there is a recognized need. Do not exceed the appropriate dose rates.

1.3 Details of the Supplier of the Substance or Mixture

Manufacturer: Floratine Products Group, Inc.
355 East South Street
Collierville, TN 38017
+1 901-853-2898

1.4 Emergency Telephone Number:

Emergency Spill Information 1(800) 535-5053 for US and Canada (INFOTRAC)
+1(352) 323-3500 for International Calls (call INFOTRAC collect)

Other Product Information: cs@floratine.com

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

CLP/GHS Classification (1272/2008):

Skin Irritation Category 2 (H315)
Eye Irritation Category 2 (H319)

EU Classification (67/548/EEC): Xi R36/38

2.2 Label Elements

Warning!



Hazard Phrases

H315 Causes skin irritation.
H319 Causes serious eye irritation.

Precautionary Phrases:

P264 Wash thoroughly after handling.

P280 Wear protective gloves and eye protection.

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P332 + P313 If skin irritation occurs: Get medical attention.

P362 + P364 Take off contaminated clothing and wash it before reuse.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P337 + P313 If eye irritation persists: Get medical attention.

2.3 Other Hazards: None**SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS****3.2 Mixtures**

Chemical Name	CAS Number / EINECS Number / REACH Reg. Number	% (w/w)	EU Classification (67/548/EEC)	CLP/GHS Classification (1272/2008)
Caustic Extracted Humic Acid	1310-58-3 215-181-3	<1%	C, Xn R22, R35	Met Corr 1 (H290) Acute Tox 4 (H302) Skin Corr 1A (H314)

See Section 16 for full text of GHS and EU Classifications.

SECTION 4: FIRST AID MEASURES**4.1 Description of First Aid Measures****First Aid****Eye contact:** Flush eye with water for 15 minutes while lifting the upper and lower lids. Seek medical attention if irritation persists.**Skin contact:** Wash skin with soap and water. Get medical attention if irritation develops or persists. Wash contaminated clothing before reuse.**Inhalation:** Remove victim to fresh air. Get medical attention if irritation persists.**Ingestion:** Do not induce vomiting unless directed to do so by medical personnel. If the person is alert, have them rinse their mouth with water and sip one glass of water. Call a poison center or physician for advice. Never give anything by mouth to an unconscious or drowsy person.**See Section 11 for more detailed information on health effects.****4.2 Most important symptoms and effects, both acute and delayed:** Causes eye and skin irritation. Inhalation of vapors or mists may cause irritation to mucous membranes and upper respiratory tract. Swallowing may cause gastrointestinal irritation with nausea, vomiting and diarrhea.**4.3 Indication of any immediate medical attention and special treatment needed:** No immediate medical attention is required.

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing Media: Use any media that is suitable for the surrounding fire. Water can be used to cool fire exposed containers

5.2 Special Hazards Arising from the Substance or Mixture

Unusual Fire and Explosion Hazards: None

Combustion Products: Not combustible

5.3 Advice for Fire-Fighters: Self-contained breathing apparatus and protective clothing should be worn in fighting fires involving chemicals. Determine the need to evacuate or isolate the area according to your local emergency plan. Use water spray to keep fire exposed containers cool.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures: Wear appropriate protective equipment. Avoid direct contact with spilled material.

6.2 Environmental Precautions: Prevent entry in storm sewers and waterways. Report spill as required by local and national regulations.

6.3 Methods and Material for Containment and Cleaning Up: Collect with an inert absorbent material and place in an appropriate container for disposal. Wash spill site with water. Contain large spills and collect as much liquid as possible into containers for use.

6.4 Reference to Other Sections: Refer to Section 8 for personal protective equipment and Section 13 for disposal information.

SECTION 7: HANDLING and STORAGE

7.1 Precautions for Safe Handling:

Avoid contact with eyes, skin and clothing. Use with adequate ventilation. Wash thoroughly with soap and water after handling. Do not eat, drink or smoke while using product.

7.2 Conditions for Safe Storage, including any Incompatibilities:

Protect containers from physical damage. Avoid temperatures below 40°F (5°C). Keep containers closed. Empty containers retain product residues. Follow all SDS precautions in handling empty containers. Store away from food and feed. Store away from oxidizing materials.

7.3 Specific end use(s):

Industrial uses: None identified

Professional uses: Soil amendment

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters:

Chemical Name	US OEL	EU IOEL	UK OEL	Biological Limit Value
Caustic Extracted Humic Acid	2 mg/m ³ Ceiling ACGIH TLV	None Established	2 mg/m ³ STEL	None Established

8.2 Exposure Controls:

Recommended Monitoring Procedures: None.

Appropriate Engineering Controls: Good outdoor ventilation should be adequate under normal conditions.

Personal Protective Measures

Eye/face Protection: Chemical goggles recommended if contact is possible.

Skin Protection: Impervious clothing as required to prevent skin contact.

Hands: Impervious gloves are recommended to avoid skin contact.

Respiratory Protection: None needed under normal use conditions with adequate ventilation. If mists are irritating, an approved particulate respirator can be used. Use respirators in accordance with local and national regulations.

Other protection: Suitable washing facilities should be available in the work area.

SECTION 9: PHYSICAL and CHEMICAL PROPERTIES
--

9.1 Information on basic Physical and Chemical Properties

Appearance: Black liquid
Odor Threshold: Not applicable
Melting/Freezing Point: Not available
Flash Point: None
Lower Flammability Limit: None
Upper Flammability Limit: None
Vapor Density(Air=1): Not available
Solubility: Complete
Autoignition Temperature: None
Viscosity: Not applicable
Oxidizing Properties: None
Molecular Formula: Mixture

Odor: Earthy odor
pH: 10.0
Boiling Point: 104-110°C
Evaporation Rate: Not determined
Vapor Pressure: >1

Relative Density: 1.03 @ 20°C
Octanol/Water Partition Coefficient: Not established
Decomposition Temperature: Not available
Explosive Properties: None
Specific Gravity (H₂O= 1): 1.03 @ 20°C
Molecular Weight: Mixture

9.2 Other Information: None available

SECTION 10: STABILITY and REACTIVITY

10.1 Reactivity: Not reactive under normal conditions

10.2 Chemical Stability: Stable.

10.3 Possibility of Hazardous Reactions: None known.

10.4 Conditions to Avoid: None known.

10.5 Incompatible Materials: Incompatible with oxidizing agents and acids.

10.6 Hazardous Decomposition Products: Carbon monoxide and carbon dioxide.

SECTION 11: TOXICOLOGICAL INFORMATION**11.1 Information on Toxicological Effects:****Potential Health Effects:**

Eye Contact: May cause irritation with redness, tearing and swelling of the conjunctiva.

Skin contact: May cause irritation with redness and itching.

Inhalation: Inhalation of vapors or mists may cause irritation of mucous membranes and upper respiratory tract with coughing, sneezing and difficulty in breathing.

Ingestion: Swallowing may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Acute toxicity: No acute toxicity data available for the product. Calculated ATE for the mixture: Oral 3277 mg/kg
Caustic Extracted Humic Acid: Oral rat LD50 333 mg/kg

Skin corrosion/irritation: Caustic Extracted Humic Acid is corrosive to rabbit skin. This product is expected to cause skin irritation.

Eye damage/ irritation: Caustic Extracted Humic Acid is corrosive to rabbit eyes. This product is expected to cause eye irritation.

Respiratory Irritation: No data available. Inhalation of mists may cause upper tract respiratory irritation.

Respiratory Sensitization: No data available. Not expected to cause respiratory sensitization.

Skin Sensitization: No data available. Caustic Extracted Humic Acid does not cause sensitization in guinea pigs.

Germ Cell Mutagenicity: No data available. Caustic Extracted Humic Acid was negative in the AMES test.

Carcinogenicity: No data available. None of the components of this product are not listed as carcinogens by IARC, NTP, OSHA or the EU Dangerous Substances Directive.

Reproductive Toxicity: Not expected to cause reproductive or developmental toxicity.

Specific Target Organ Toxicity:

Single Exposure: No data available

Repeat Exposure: No data available

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity: No data available on the product
Caustic Extracted Humic Acid: No data available

12.2 Persistence and degradability: No data available.

12.3 Bioaccumulative Potential: No data available. Not expected to be bioaccumulative.

12.4 Mobility in Soil: In the soil, product follows natural cycle to provide plant nutrients.

12.5 Results of PVT and vPvB assessment: Not required.

12.6 Other Adverse Effects: No data available.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste Treatment Methods:

Dispose in accordance with local/ and national regulations. Not considered hazardous waste according to EU regulations.

SECTION 14: TRANSPORTATION INFORMATION

	14.1 UN Number	14.2 UN Proper Shipping Name	14.3 Hazard Class(s)	14.4 Packing Group	14.5 Environmental Hazards
US DOT	None	Not Regulated	None	None	No

14.6 Special Precautions for User: None

14.7 Transport in Bulk According to Annex III MARPOL 73/78 and the IBC Code: Not determined.

SECTION 15: REGULATORY INFORMATION

15.1 Safety, Health and Environmental Regulations/Legislation Specific for the Substance or Mixture

US Regulations

CERCLA Section 103: The normal application of fertilizers is exempt from CERCLA reporting. If an accidental release occurs, contact Floratine Products Group for information.

SARA Hazard Category (311/312): Acute Health Hazard

SARA 313: Products used in routine agricultural operations and fertilizers held for resale by retailers is excluded from SARA 313 reporting. Contact Floratine Products Group for additional information.

California Proposition 65: This product contains the following substances known to the State of California to cause cancer and/or reproductive harm (birth defects): None known

International Chemical Inventories

US EPA Toxic Substances Control Act (TSCA) Status: All of the components of this product are listed on the TSCA inventory or exempt.

SECTION 16: OTHER INFORMATION

CLP/GHS Classification and H Phrases for Reference (See Section 3)

Met Corr 1 Metal Corrosion Category 1

Acute Tox 4 Acute Toxicity Category 4

Skin Corr 1A Skin Corrosion Category 1A

H290 May be corrosive to metals.

H302 Harmful if swallowed.

H314 Causes severe skin burns and eye damage.

This safety data sheet provides health and safety information. The product is to be used in applications consistent with best farming practice. Individuals handling this product should be informed under COSHH of the recommended safety precautions and should have access to this information. The product information data sheet is to the best of Floratine's knowledge correct as at the date of publication. Neither Floratine, importer or local supplier accepts liability for any loss or damage resulting from reliance on this information. Further information on this product may be obtained from the supplier whose name, address and telephone number will be found on the product container. The information provided herein is offered solely for your consideration, investigation and verification. This information herein is provided by Floratine in good faith as accurate at the time of writing but without guarantee. This information includes information which has been generated by other parties and provided to Floratine and which Floratine has not independently verified. The information provided herein relates only to the specific product designated and may not be valid if the product is used in combination with any other materials or in any process.



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SAFETY DATA SHEET

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

1.1 Product Identifier

Trade Name Pervade

SDS Date March 30, 2017

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Product Use: Wetting agent

Uses Advised Against: To be used only where there is a recognized need. Do not exceed the appropriate dose rates.

1.3 Details of the Supplier of the Substance or Mixture

Manufacturer:
Floratine Products Group, Inc.
355 East South Street
Collierville, TN 38017
+1 901-853-2898

1.4 Emergency Telephone Number

Emergency Spill Information 1(800) 535-5053 for US and Canada (INFOTRAC)
+1(352) 323-3500 for International Calls (call INFOTRAC collect)

Other Product Information: cs@floratine.com

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

CLP/GHS Classification (1272/2008):

Eye Damage Category 1

Skin Irritation Category 2

EU Classification (67/548/EEC): Irritant (Xi) R38, R41

2.2 Label Elements

Danger!



Contains Proprietary blend of Di-sulfosuccinate Surfactants

Hazard Phrases

H315 Causes skin irritation.

H318 Causes serious eye damage.

Precautionary Phrases

P264 Wash hands thoroughly after handling.

P280 Wear protective gloves, eye protection and face protection.

P302+P353 IF ON SKIN: Wash with soap and water.

P332+P313 IF skin irritation occurs: Get medical attention.

P262+P364 Remove immediately all contaminated clothing and wash it before reuse.

P305+P351+P338 IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do – continue rinsing.

P310 Immediately call a POISON CENTER or physician.

2.3 Other Hazards: None**SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS****3.2 Mixtures**

Chemical Name	CAS Number / EINECS Number / REACH Reg. Number	% (w/w)	EU Classification (67/548/EEC)	CLP/GHS Classification (1272/2008)
Proprietary blend of Di-sulfosuccinate Surfactants	Mixture	10-40%	Xi R41, R38	Skin Irr. 2 (H315) Eye Dam 1 (H318)

See Section 16 for full text of GHS and EU Classifications.

SECTION 4: FIRST AID MEASURES**4.1 Description of First Aid Measures****First Aid**

Eye contact: In case of contact with eyes, flush immediately with water for at least 15 minutes while lifting the upper and lower lids. Get immediate medical attention.

Skin contact: Wash with soap and water. Get medical attention.

Inhalation: Remove victim to fresh air. Get medical attention if irritation develops or persists.

Ingestion: Do not induce vomiting unless directed to do so by medical personnel. If the person is alert, have them rinse their mouth with water and sip one glass of water. Call a poison center or physician for advice. Never give anything by mouth to an unconscious or drowsy person.

See Section 11 for more detailed information on health effects.

4.2 Most Important symptoms and effects, both acute and delayed: Causes severe eye irritation or damage. Causes skin irritation. Swallowing may cause nausea and diarrhea.

4.3 Indication of any immediate medical attention and special treatment needed: If eye contact occurs, get immediate medical attention.

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing Media: Use water, foam, carbon dioxide or dry chemical. Cool fire exposed containers with water.

5.2 Special Hazards Arising from the Substance or Mixture**Unusual Fire and Explosion Hazards:** None**Combustion Products:** Carbon monoxide, carbon dioxide, sulfur oxides and various hydrocarbons.

5.3 Advice for Fire-Fighters: Self-contained breathing apparatus and protective clothing should be worn in fighting fires involving chemicals. Determine the need to evacuate or isolate the area according to your local emergency plan. Use water spray to keep fire exposed containers cool.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures:

Wear appropriate protective equipment. Avoid direct contact with spilled material.

6.2 Environmental Precautions:

Prevent entry in storm sewers and waterways. Report spill as required by local and national regulations.

6.3 Methods and Material for Containment and Cleaning Up:

Collect with an inert absorbent material and place in an appropriate container for disposal. Wash spill site with water. Contain large spills and collect as much liquid as possible into containers for use.

6.4 Reference to Other Sections:

Refer to Section 8 for personal protective equipment and Section 13 for disposal information.

SECTION 7: HANDLING and STORAGE
--

7.1 Precautions for Safe Handling:

Prevent contact with eyes. Avoid contact with skin and clothing. Use with adequate ventilation. Use reasonable care in handling. Do not eat, drink or smoke while using product. Wash thoroughly with soap and water after handling.

7.2 Conditions for Safe Storage, Including any Incompatibilities:

Protect containers from physical damage. Do not store below 40° F. Keep containers closed. Empty containers retain product residues. Follow all SDS precautions in handling empty containers. Store away from food and feed.

7.3 Specific end use(s):

Industrial uses: None identified

Professional uses: Wetting agent

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters:

Chemical Name	US OEL	EU IOEL	UK OEL	Biological Limit Value
Proprietary blend of Di-sulfosuccinate Surfactants	None Established	None Established	None Established	None Established

8.2 Exposure Controls:

Recommended Monitoring Procedures: None.

Appropriate Engineering Controls: Good outdoor ventilation should be adequate under normal conditions.

Personal Protective Measures

Eye/face Protection: Chemical goggles recommended to prevent eye contact.

Skin Protection: Impervious clothing is recommended if needed to avoid skin contact.

Hands: Impervious gloves are recommended if needed to avoid skin contact.

Respiratory Protection: None needed under normal use conditions with adequate ventilation. If mists are irritating, an approved organic vapor respirator can be used. Use respirators in accordance with local and national regulations.

Other protection: Suitable washing facilities should be available in the work area.

SECTION 9: PHYSICAL and CHEMICAL PROPERTIES
9.1 Information on basic Physical and Chemical Properties

Appearance: Clear to slightly yellow liquid

Odor Threshold: Not applicable

Melting/Freezing Point: Not determined

Flash Point: 130°C (266°F)

Lower Flammability Limit: Not applicable

Upper Flammability Limit: Not applicable

Vapor Density(Air=1): Not determined

Solubility: Complete

Autoignition Temperature: None

Viscosity: Not determined

Oxidizing Properties: None

Molecular Formula: Mixture

Odor: No odor.

pH: 4.0

Boiling Point: 101.1°C (214°F)

Evaporation Rate: Not determined

Vapor Pressure: Not determined

Relative Density: 1.00

Octanol/Water Partition Coefficient: Not determined

Decomposition Temperature: Not determined

Explosive Properties: None

Specific Gravity (H₂O= 1): 1.00

Molecular Weight: Mixture

9.2 Other Information: None available

SECTION 10: STABILITY and REACTIVITY

10.1 Reactivity: Not reactive under normal conditions.

10.2 Chemical Stability: Stable.

10.3 Possibility of Hazardous Reactions: None known.

10.4 Conditions to Avoid: None known.

10.5 Incompatible Materials: Incompatible with oxidizing agents and bases.

10.6 Hazardous Decomposition Products: Decomposition may produce carbon dioxide, carbon monoxide, sulfur oxides and various hydrocarbons.

SECTION 11: TOXICOLOGICAL INFORMATION
11.1 Information on Toxicological Effects:

Potential Health Effects:

Eye Contact: Causes irritation with redness, tearing and stinging. Eye damage may occur.

Skin contact: May cause redness and irritation.

Inhalation: Excessive inhalation of mists may cause upper respiratory tract irritation.

Ingestion: Swallowing may cause gastrointestinal effects including nausea.

Acute toxicity: No toxicity data available for the product

Proprietary blend of Di-sulfosuccinate Surfactants: Oral rat LD50 >3000 mg/kg, Dermal rabbit LD50 >10,000 mg/kg.

Skin corrosion/irritation: Proprietary blend of Di-sulfosuccinate Surfactants: Irritating to rabbit skin.

Eye damage/ irritation: 2-Methyl-2, 4-Pentanediol: Mildly irritating to rabbit eyes. Proprietary blend of Di-sulfosuccinate Surfactants: Causes irreversible damage to rabbit eyes.

Respiratory Irritation: No data available. Expected to cause only temporary irritation.

Respiratory Sensitization: No data available

Skin Sensitization: Proprietary blend of Di-sulfosuccinate Surfactants: Not sensitizing in human patch tests.

Germ Cell Mutagenicity: Proprietary blend of Di-sulfosuccinate Surfactants: Negative in the AMES test and ambiguous in an in vitro mammalian chromosome aberration test.

Carcinogenicity: No data available. None of the components of this product are listed as carcinogens by IARC or the EU Dangerous Substances Directive.

Reproductive Toxicity: Proprietary blend of Di-sulfosuccinate Surfactants: In a three generational oral study, rats were administered Proprietary blend of Di-sulfosuccinate Surfactants in their diet. No reproductive or developmental effects were seen. NOEL is 1% Proprietary blend of Di-sulfosuccinate Surfactants. 2- **Specific Target Organ Toxicity:**

Single Exposure: No data available

Repeat Exposure: No data available

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity: No toxicity data available for the product.

Proprietary blend of Di-sulfosuccinate Surfactants: 96 hr Danio rerio 49 mg/L, 48 hr EC50 daphnia magna 6.6 mg/L, 72 hr EC50 Desmodemus subspicatus 22 mg/L

12.2 Persistence and degradability: Proprietary blend of Di-sulfosuccinate Surfactants is readily biodegradable (91.1% in 28 days).

12.3 Bioaccumulative Potential: The BCF for Proprietary blend of Di-sulfosuccinate Surfactants is estimated to be 1.9.

12.4 Mobility in Soil: Pervade is a penetrating wetting agent designed to increase the movement of water through soil.

12.5 Results of PVT and vPvB assessment: Not required.

12.6 Other Adverse Effects: No data available.

SECTION 13: DISPOSAL CONSIDERATIONS
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13.1 Waste Treatment Methods:

Dispose in accordance with local/ and national regulations. Not considered hazardous waste according to EU regulations.

SECTION 14: TRANSPORTATION INFORMATION

	14.1 UN Number	14.2 UN Proper Shipping Name	14.3 Hazard Class(s)	14.4 Packing Group	14.5 Environmental Hazards
US DOT	None	Not Regulated			

14.6 Special Precautions for User: None

14.7 Transport in Bulk According to Annex III MARPOL 73/78 and the IBC Code: Not determined.

SECTION 15: REGULATORY INFORMATION

15.1 Safety, Health and Environmental Regulations/Legislation Specific for the Substance or Mixture**US Regulations**

CERCLA Section 103: The normal application of fertilizers is exempt from CERCLA reporting. If an accidental release occurs, contact Floratine Products Group for information.

SARA Hazard Category (311/312): Acute Health Hazard

SARA 313: Products used in routine agricultural operations and fertilizers held for resale by retailers is excluded from SARA 313 reporting. Contact Floratine Products Group for additional information.

California Proposition 65: This product contains the following substances known to the State of California to cause cancer and/or reproductive harm (birth defects): None

International Chemical Inventories

US EPA Toxic Substances Control Act (TSCA) Status: All of the components of this product are listed on the TSCA inventory or exempt.

SECTION 16: OTHER INFORMATION

CLP/GHS Classification and H Phrases for Reference (See Section 3)

Skin Irrit 2 Skin Irritation Category 2

Eye Dam 1 Eye Damage Category 1

Eye Irrit. 2 Eye Irritation Category 2

H315 Causes skin irritation.

H318 Causes serious eye damage.

H319 Causes serious eye irritation.

This safety data sheet provides health and safety information. The product is to be used in applications consistent with best farming practice. Individuals handling this product should be informed under COSHH of the recommended safety precautions and should have access to this information. The product information data sheet is to the best of Floratine's knowledge correct as at the date of publication. Neither Floratine, importer or local supplier accepts liability for any loss or damage resulting from reliance on this information. Further information on this product may be obtained from the supplier whose name, address and telephone number will be found on the product container. The information provided herein is offered solely for your consideration, investigation and verification. This information herein is provided by Floratine in good faith as accurate at the time of writing but without guarantee. This information includes information which has been generated by other parties and provided to Floratine and which Floratine has not independently verified. The information provided herein relates only to the specific product designated and may not be valid if the product is used in combination with any other materials or in any process.



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SAFETY DATA SHEET

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

1.1 Product Identifier

Trade Name High Five

SDS Date March 30, 2017

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Product Use: Foliar Nutrient

Uses Advised Against: To be used only where there is a recognized need. Do not exceed the appropriate dose rates.

1.3 Details of the Supplier of the Substance or Mixture

Manufacturer: Floratine Products Group, Inc.
355 East South Street
Collierville, TN 38017
+1 901-853-2898

1.4 Emergency Telephone Number

Emergency Spill Information 1(800) 535-5053 for US and Canada (INFOTRAC)
+1(352) 323-3500 for International Calls (call INFOTRAC collect)

Other Product Information: cs@floratine.com

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

CLP/GHS Classification (1272/2008):

Eye Damage Category 1

Skin Irritation Category 2

Specific Target Organ Toxicity – Repeat Exposure Category 2

2.2 Label Elements

Danger!



Contains Manganese Compound

Hazard Phrases

H318 Causes serious eye damage.

H315 Causes skin irritation.

H373 May cause damage to organs through prolonged or repeated exposure.

Precautionary Phrases:

P264 Wash thoroughly after handling.

P280 Wear protective gloves, eye protection and face protection.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P337 + P313 If eye irritation persists: Get medical attention.

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P332 + P313 If skin irritation occurs: Get medical attention.

P362 + P364 Take off contaminated clothing and wash it before reuse.

P260 Do not breathe mist, vapors or spray.

P314 Get medical attention if you feel unwell.

P501 Dispose of contents and container in accordance with local and national regulations.

2.3 Other Hazards: None**SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS**

Chemical Name	CAS Number / EINECS Number / REACH Reg. Number	% (w/w)	CLP/GHS Classification (1272/2008)
Manganese Compound	7785-87-7 / 232-089-9	<8%	Eye Dam. 1 (H318) STOT RE 2 (H373)
Iron Compound	7720-78-7 / 231-753-5	10-20%	Met. Corr. 1 (H290) Acute Tox. 4 (H302) Skin Irrit. 2 (H315) Eye Irrit. 2 (H319)
Zinc Compound	7733-02-0 / 231-793-3	<1.5%	Acute Tox. 4 (H302) Eye Dam. 1 (H318)

See Section 16 for full text of GHS and EU Classifications.

SECTION 4: FIRST AID MEASURES**4.1 Description of First Aid Measures****First Aid****Eye contact:** In case of contact with eyes, flush immediately with water for at least 15 minutes while lifting the upper and lower lids. Get immediate medical attention.**Skin contact:** Wash with soap and water. Get medical attention if irritation develops or persists.**Inhalation:** Remove victim to fresh air. Get medical attention if irritation develops or persists.**Ingestion:** Do not induce vomiting unless directed to do so by medical personnel. If the person is alert, have them rinse their mouth with water and sip one glass of water. Call a poison center or physician for advice. Never give anything by mouth to an unconscious or drowsy person.**See Section 11 for more detailed information on health effects.****4.2 Most important symptoms and effects, both acute and delayed:** Causes severe eye irritation or damage. May cause skin irritation on prolonged or repeated use. Swallowing may cause nausea. Prolonged overexposure to manganese compounds may cause headache, apathy, muscle weakness and neurological effects such as euphoria, impulsiveness and insomnia.

4.3 Indication of any immediate medical attention and special treatment needed: If eye contact occurs, get immediate medical attention.

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing Media: Use media appropriate for the surrounding fire. Cool fire exposed containers with water.

5.2 Special Hazards Arising from the Substance or Mixture

Unusual Fire and Explosion Hazards: None

Combustion Products: Oxides of carbon, sulfur, manganese, zinc and iron.

5.3 Advice for Fire-Fighters: Self-contained breathing apparatus and protective clothing should be worn in fighting fires involving chemicals. Determine the need to evacuate or isolate the area according to your local emergency plan. Use water spray to keep fire exposed containers cool.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures:

Wear appropriate protective equipment. Avoid direct contact with spilled material.

6.2 Environmental Precautions:

Prevent entry in storm sewers and waterways. Report spill as required by local and national regulations.

6.3 Methods and Material for Containment and Cleaning Up:

Collect with an inert absorbent material and place in an appropriate container for disposal. Wash spill site with water. Contain large spills and collect as much liquid as possible into containers for use.

6.4 Reference to Other Sections:

Refer to Section 8 for personal protective equipment and Section 13 for disposal information.

SECTION 7: HANDLING and STORAGE

7.1 Precautions for Safe Handling:

Prevent contact with eyes. Avoid contact with skin and clothing. Use with adequate ventilation. Use reasonable care in handling. Do not eat, drink or smoke while using product. Wash thoroughly with soap and water after handling.

7.2 Conditions for Safe Storage, Including any Incompatibilities:

Protect containers from physical damage. Keep from freezing. Keep containers closed. Empty containers retain product residues. Follow all SDS precautions in handling empty containers. Store away from food and feed.

7.3 Specific end use(s):

Industrial uses: None identified

Professional uses: Foliar Nutrient

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters:

Chemical Name	US OEL	EU IOEL	UK OEL	Biological Limit Value
Manganese Compound	0.2 mg/m ³ TWA (as Mn) ACGIH TLV 5 mg/m ³ Ceiling (as Mn) OSHA PEL	None Established	0.5 mg/m ³ TWA (as Mn)	None Established
Iron Compound	None Established	None Established	None Established	None Established
Zinc Compound	None Established	None Established	None Established	None Established

8.2 Exposure Controls:

Recommended Monitoring Procedures: None established.

Appropriate Engineering Controls: Good outdoor ventilation should be adequate under normal conditions of use.

Personal Protective Measures

Eye/face Protection: Chemical goggles recommended to prevent eye contact.

Skin Protection: Impervious clothing is recommended if needed to avoid skin contact.

Hands: Impervious gloves are recommended if needed to avoid skin contact.

Respiratory Protection: None needed under normal use conditions with adequate ventilation. If mists are excessive, an approved particulate respirator can be used. Use respirators in accordance with local and national regulations.

Other protection: Suitable washing facilities should be available in the work area.

SECTION 9: PHYSICAL and CHEMICAL PROPERTIES

9.1 Information on basic Physical and Chemical Properties

Appearance: Black Liquid

Odor Threshold: Not available

Melting/Freezing Point: Not determined

Flash Point: Not flammable

Lower Flammability Limit: Not applicable

Upper Flammability Limit: Not applicable

Vapor Density(Air=1): Not applicable

Solubility: Complete

Autoignition Temperature: None

Viscosity: Not applicable

Oxidizing Properties: None

Molecular Formula: Mixture

Odor: Slight ammonia and ferrous odor.

pH: 2.0-4.0

Boiling Point: 104-110°C

Evaporation Rate: Not applicable

Vapor Pressure: Greater than 1

Relative Density: 1.137

Octanol/Water Partition Coefficient: Not determined

Decomposition Temperature: Not determined

Explosive Properties: None

Specific Gravity (H₂O= 1): 1.137

Molecular Weight: Mixture

9.2 Other Information: None available

SECTION 10: STABILITY and REACTIVITY

10.1 Reactivity: Not reactive under normal conditions.

10.2 Chemical Stability: Stable.

10.3 Possibility of Hazardous Reactions: Contact with strong oxidizers may cause an exothermic reaction producing heat.

10.4 Conditions to Avoid: Avoid excessive heat and freezing.

10.5 Incompatible Materials: Incompatible with oxidizing agents.

10.6 Hazardous Decomposition Products: Decomposition may produce oxides of carbon, sulfur, manganese, zinc and iron.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological Effects:

Potential Health Effects:

Eye Contact: Causes irritation with redness, tearing and stinging. Eye damage may occur.

Skin contact: Prolonged skin contact may cause irritation.

Inhalation: Excessive inhalation of dust may cause upper respiratory tract irritation.

Ingestion: Swallowing may cause gastrointestinal effects including nausea and diarrhea

Acute toxicity: No acute toxicity data available for the product. Calculated ATE for the mixture: Oral 2015 mg/kg

Manganese Compound: Oral rat LD50 2150 mg/kg, Inhalation rat LC50 >4.45 mg/L/4 hr,

Zinc Compound: Oral rat LD50 1710 mg/kg; Dermal rat LD50 >2000 mg/kg

Ferrous Compound: Oral rat LD50 319 mg/kg; Dermal rat LD50 >2000 mg/kg

Skin corrosion/irritation: Manganese compound are not irritating based on data from structurally similar chemicals. Zinc compound is irritating to rabbit skin. Ferrous compound is irritating to rabbit skin.

Eye damage/ irritation: Manganese compound has been shown to cause irreversible eye irritation in rabbit eyes. Zinc compound is highly irritating to rabbit eyes. Ferrous compound is not irritating to rabbit eyes.

Respiratory Irritation: No data available. Expected to cause only temporary irritation.

Respiratory Sensitization: No data available.

Skin Sensitization: Zinc compound and Iron compound were negative in a mouse local lymph node assay.

Germ Cell Mutagenicity: Manganese compound was negative in an in vitro mammalian chromosome aberration test with a structurally similar material. Iron compound was negative in an in vitro mammalian chromosome aberration test and in an in vivo chromosome aberration assay. Zinc compound was negative in an in vitro gene mutation assay, AMES test and in vivo chromosome aberration assay.

Carcinogenicity: No data available. None of the components of this product are listed as carcinogens by IARC

Reproductive Toxicity: Zinc compound was administered to mice at days 6-15 of gestation. No maternal or developmental toxicity was observed at the highest dosage. NOEL 30 mg/kg.

Specific Target Organ Toxicity:

Single Exposure: No data available.

Repeat Exposure: Overexposure to manganese compounds have been shown to cause headache, apathy, muscle weakness and neurological effects such as euphoria, impulsiveness and insomnia.

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity: No toxicity data available for the product.

Manganese Compound: 48 hr LC50 daphnia magna 6.8 mg/L, 72 hr LC50 Desmodesmus subspicatus 61 mg/L

Zinc Compound: 96 hr LC50 Pimephales promelas 330 ug/L; 48 hr LC50 daphnia magna 259 ug/L

Iron Compound: No toxicity data available

12.2 Persistence and degradability: Biodegradation is not applicable to inorganic substances such as manganese compound, zinc compound and Iron compound.

12.3 Bioaccumulative Potential: No data available.

12.4 Mobility in Soil: In the soil, product follows natural cycle to provide plant nutrients.

12.5 Results of PVT and vPvB assessment: Not required.

12.6 Other Adverse Effects: No data available.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste Treatment Methods:

Dispose in accordance with local/ and national regulations.

SECTION 14: TRANSPORTATION INFORMATION

	14.1 UN Number	14.2 UN Proper Shipping Name	14.3 Hazard Class(s)	14.4 Packing Group	14.5 Environmental Hazards
US DOT		Not Regulated			

14.6 Special Precautions for User: None

14.7 Transport in Bulk According to Annex III MARPOL 73/78 and the IBC Code: Not determined.

SECTION 15: REGULATORY INFORMATION**15.1 Safety, Health and Environmental Regulations/Legislation Specific for the Substance or Mixture****US Regulations**

CERCLA Section 103: The normal application of fertilizers is exempt from CERCLA reporting. If an accidental release occurs, contact Floratine Products Group for information.

SARA Hazard Category (311/312): Acute Health Hazard, Chronic Health Hazard

SARA 313: Products used in routine agricultural operations and fertilizers held for resale by retailers is excluded from SARA 313 reporting. Contact Floratine Products Group for additional information.

California Proposition 65: This product contains the following substances known to the State of California to cause cancer and/or reproductive harm (birth defects): Formaldehyde (50-00-0) 21 ppm (cancer)

International Chemical Inventories

US EPA Toxic Substances Control Act (TSCA) Status: All of the components of this product are listed on the TSCA inventory or exempt.

SECTION 16: OTHER INFORMATION**CLP/GHS Classification and H Phrases for Reference (See Section 3)**

Acute Tox. 4 Acute Toxicity Category 4

STOT RE 2 Specific Target Organ Toxicity – Repeat Exposure Category 2

Eye Dam 1 Eye Damage Category 1

Eye Irrit. 2 Eye Irritation Category 2

Skin Irrit. 2 Skin Irritation Category 2

Met. Corr. 1 Corrosive to Metals Category 1

H290 May be corrosive to metals

H302 Harmful if swallowed

H315 Causes skin irritation

H318 Causes serious eye damage.

H319 Causes serious eye irritation.

H373 May cause damage to organs through prolonged or repeated exposure.

This safety data sheet provides health and safety information. The product is to be used in applications consistent with best farming practice. Individuals handling this product should be informed under COSHH of the recommended safety precautions and should have access to this information. The product information data sheet is to the best of Floratine's knowledge correct as at the date of publication. Neither Floratine, importer or local supplier accept liability for any loss or damage resulting from reliance on this information. Further information on this product may be obtained from the supplier whose name, address and telephone number will be found on the product container. The information provided herein is offered solely for your consideration, investigation and verification. This information herein is provided by Floratine in good faith as accurate at the time of writing but without guarantee. This information includes information which has been generated by other parties and provided to Floratine and which Floratine has not independently verified. The information provided herein relates only to the specific product designated and may not be valid if the product is used in combination with any other materials or in any process



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SAFETY DATA SHEET

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

1.1 Product Identifier

Trade Name Per "4" Max 13-0-0

SDS Date March 30, 2017

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Product Use: Foliar Nutrient

Uses Advised Against: To be used only where there is a recognized need. Do not exceed the appropriate dose rates.

1.3 Details of the Supplier of the Substance or Mixture

Manufacturer: Floratine Products Group, Inc.
355 East South Street
Collierville, TN 38017
+1 901-853-2898

1.4 Emergency Telephone Number

Emergency Spill Information 1(800) 535-5053 for US and Canada (INFOTRAC)
+1(352) 323-3500 for International Calls (call INFOTRAC collect)

Other Product Information: cs@floratine.com

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

CLP/GHS Classification (1272/2008):

Eye Damage Category 1

Skin Irritation Category 2

Specific Target Organ Toxicity – Repeat Exposure Category 2

2.2 Label Elements

Danger!



Contains Manganese Compound

Hazard Phrases

H318 Causes serious eye damage.

H315 Causes skin irritation.

H373 May cause damage to organs through prolonged or repeated exposure.

Precautionary Phrases:

P264 Wash thoroughly after handling.

P280 Wear protective gloves, eye protection and face protection.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P337 + P313 If eye irritation persists: Get medical attention.

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P332 + P313 If skin irritation occurs: Get medical attention.

P362 + P364 Take off contaminated clothing and wash it before reuse.

P260 Do not breathe mist, vapors or spray.

P314 Get medical attention if you feel unwell.

P501 Dispose of contents and container in accordance with local and national regulations.

2.3 Other Hazards: None**SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS**

Chemical Name	CAS Number / EINECS Number / REACH Reg. Number	% (w/w)	CLP/GHS Classification (1272/2008)
Urea	57-13-6 / 200-315-5	10-30%	Not hazardous
Iron Compound	7720-78-7 / 231-753-5	5-15%	Met. Corr. 1 (H290) Acute Tox. 4 (H302) Skin Irrit. 2 (H315) Eye Irrit. 2 (H319)
Manganese Compound	7785-87-7 / 232-089-9	1-5%	Eye Dam. 1 (H318) STOT RE 2 (H373)
Magnesium Salt	7487-88-9 / 231-298-2	1-10%	Not hazardous

See Section 16 for full text of GHS and EU Classifications.

SECTION 4: FIRST AID MEASURES**4.1 Description of First Aid Measures****First Aid**

Eye contact: In case of contact with eyes, flush immediately with water for at least 15 minutes while lifting the upper and lower lids. Get immediate medical attention.

Skin contact: Wash with soap and water. Get medical attention if irritation develops or persists.

Inhalation: Remove victim to fresh air. Get medical attention if irritation develops or persists.

Ingestion: Do not induce vomiting unless directed to do so by medical personnel. If the person is alert, have them rinse their mouth with water and sip one glass of water. Call a poison center or physician for advice. Never give anything by mouth to an unconscious or drowsy person.

See Section 11 for more detailed information on health effects.

4.2 Most important symptoms and effects, both acute and delayed: Causes severe eye irritation or damage. May cause skin irritation on prolonged or repeated use. Swallowing may cause nausea and diarrhea. Prolonged overexposure to manganese compounds may cause headache, apathy, muscle weakness and neurological effects such as euphoria, impulsiveness and insomnia.

4.3 Indication of any immediate medical attention and special treatment needed: If eye contact occurs, get immediate medical attention.

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing Media: Use media appropriate for the surrounding fire. Cool fire exposed containers with water.

5.2 Special Hazards Arising from the Substance or Mixture

Unusual Fire and Explosion Hazards: None

Combustion Products: Oxides of carbon, sulfur, manganese and iron.

5.3 Advice for Fire-Fighters: Self-contained breathing apparatus and protective clothing should be worn in fighting fires involving chemicals. Determine the need to evacuate or isolate the area according to your local emergency plan. Use water spray to keep fire exposed containers cool.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures:

Wear appropriate protective equipment. Avoid direct contact with spilled material.

6.2 Environmental Precautions:

Prevent entry in storm sewers and waterways. Report spill as required by local and national regulations.

6.3 Methods and Material for Containment and Cleaning Up:

Collect with an inert absorbent material and place in an appropriate container for disposal. Wash spill site with water. Contain large spills and collect as much liquid as possible into containers for use.

6.4 Reference to Other Sections:

Refer to Section 8 for personal protective equipment and Section 13 for disposal information.

SECTION 7: HANDLING and STORAGE

7.1 Precautions for Safe Handling:

Prevent contact with eyes. Avoid contact with skin and clothing. Use with adequate ventilation. Use reasonable care in handling. Do not eat, drink or smoke while using product. Wash thoroughly with soap and water after handling.

7.2 Conditions for Safe Storage, Including any Incompatibilities:

Protect containers from physical damage. Keep from freezing. Keep containers closed. Empty containers retain product residues. Follow all SDS precautions in handling empty containers. Store away from food and feed.

7.3 Specific end use(s):

Industrial uses: None identified

Professional uses: Foliar Nutrient

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters:

Chemical Name	US OEL	EU IOEL	UK OEL	Biological Limit Value
Urea	10 mg/m ³ TWA AIHA WEEL	None Established	None Established	None Established
Iron Compound	None Established	None Established	None Established	None Established
Manganese Compound	0.2 mg/m ³ TWA (as Mn) ACGIH TLV 5 mg/m ³ Ceiling (as Mn) OSHA PEL	None Established	0.5 mg/m ³ TWA (as Mn)	None Established
Magnesium Salt	None Established	None Established	None Established	None Established

8.2 Exposure Controls:

Recommended Monitoring Procedures: None established.

Appropriate Engineering Controls: Good outdoor ventilation should be adequate under normal conditions of use.

Personal Protective Measures

Eye/face Protection: Chemical goggles recommended to prevent eye contact.

Skin Protection: Impervious clothing is recommended if needed to avoid skin contact.

Hands: Impervious gloves are recommended if needed to avoid skin contact.

Respiratory Protection: None needed under normal use conditions with adequate ventilation. If mists are excessive, an approved particulate respirator can be used. Use respirators in accordance with local and national regulations.

Other protection: Suitable washing facilities should be available in the work area.

SECTION 9: PHYSICAL and CHEMICAL PROPERTIES**9.1 Information on basic Physical and Chemical Properties**

Appearance: Black Liquid

Odor Threshold: Not available

Melting/Freezing Point: Not determined

Flash Point: Not flammable

Lower Flammability Limit: Not applicable

Upper Flammability Limit: Not applicable

Vapor Density(Air=1): Not applicable

Solubility: Complete

Autoignition Temperature: None

Viscosity: Not applicable

Oxidizing Properties: None

Molecular Formula: Mixture

Odor: Slight ammonia odor.

pH: 5.10

Boiling Point: 104-110°C

Evaporation Rate: Not applicable

Vapor Pressure: Greater than 1

Relative Density: 1.22

Octanol/Water Partition Coefficient: Not determined

Decomposition Temperature: Not determined

Explosive Properties: None

Specific Gravity (H₂O= 1): 1.22

Molecular Weight: Mixture

9.2 Other Information: None available

SECTION 10: STABILITY and REACTIVITY

10.1 Reactivity: Not reactive under normal conditions.

10.2 Chemical Stability: Stable.

10.3 Possibility of Hazardous Reactions: None known.

10.4 Conditions to Avoid: Avoid excessive heat and freezing.

10.5 Incompatible Materials: Incompatible with oxidizing agents.

10.6 Hazardous Decomposition Products: Decomposition may produce oxides of carbon, sulfur, manganese and iron.

SECTION 11: TOXICOLOGICAL INFORMATION**11.1 Information on Toxicological Effects:****Potential Health Effects:**

Eye Contact: Causes irritation with redness, tearing and stinging. Eye damage may occur.

Skin contact: Skin contact may cause irritation.

Inhalation: Excessive inhalation of dust may cause upper respiratory tract irritation.

Ingestion: Swallowing may cause gastrointestinal effects including abdominal cramps, nausea and diarrhea.

Acute toxicity: No acute toxicity data available for the product. Calculated ATE for the mixture: Oral 2554 mg/kg t

Urea: Oral rat LD50: 8471 mg/kg

Iron Compound: Oral rat LD50 319 mg/kg; Dermal rat LD50 >2000 mg/kg

Manganese Compound: Oral rat LD50 2150 mg/kg, Inhalation rat LC50 >4.45 mg/L/4 hr,

Magnesium Salt: Oral rat LD50 >2000 mg/kg

Skin corrosion/irritation: Manganese Compound and Magnesium Salt are not irritating based on data from structurally similar chemicals. Iron Compound is irritating to rabbit skin. Urea is not irritating to rabbit skin.

Eye damage/ irritation: Manganese Compound has been shown to cause irreversible eye irritation in rabbit eyes. Iron Compound is not irritating to rabbit eyes. Urea is slightly irritating to rabbit eyes. Magnesium Salt is not irritating to eyes based on data from a structurally similar chemical.

Respiratory Irritation: No data available. Expected to cause only temporary irritation.

Respiratory Sensitization: No data available.

Skin Sensitization: Magnesium Salt and Iron Compound were negative in a mouse local lymph node assay.

Germ Cell Mutagenicity: Manganese Compound was negative in an in vitro mammalian chromosome aberration test with a structurally similar material. Iron Compound was negative in an in vitro mammalian chromosome aberration test and in an in vivo chromosome aberration assay. Magnesium Salt was negative in an AMES test, in an in vitro mammalian cell gene mutation test using Chinese hamster lung cells and in an in vivo micronucleus assay.

Carcinogenicity: No data available. None of the components of this product are listed as carcinogens by IARC or the EU Dangerous Substances Directive.

Reproductive Toxicity: Magnesium Salt is not toxic to reproduction based on studies with structurally similar chemicals.

Specific Target Organ Toxicity:

Single Exposure: No data available.

Repeat Exposure: Overexposure to manganese compounds have been shown to cause headache, apathy, muscle weakness and neurological effects such as euphoria, impulsiveness and insomnia.

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity: No toxicity data available for the product.

Urea: 24 hr EC50 daphnia magna 10000 mg/L

Iron Compound: No toxicity data available

Manganese Compound: 48 hr LC50 daphnia magna 6.8 mg/L, 72 hr LC50 Desmodium subspicatus 61 mg/L

Magnesium Salt: 96 hr LC50 Oryzias latipes > 96.4 mg/L, 48hr daphnia magna > 88.7 mg/L, 72 hr EC50 Algae > 99.2 mg/L

12.2 Persistence and degradability: Biodegradation is not applicable to inorganic substances such as Magnesium Salt, Manganese Compound and Iron Compound.

12.3 Bioaccumulative Potential: No data available.

12.4 Mobility in Soil: In the soil, product follows natural cycle to provide plant nutrients.

12.5 Results of PVT and vPvB assessment: Not required.

12.6 Other Adverse Effects: No data available.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste Treatment Methods:

Dispose in accordance with local/ and national regulations.

SECTION 14: TRANSPORTATION INFORMATION

	14.1 UN Number	14.2 UN Proper Shipping Name	14.3 Hazard Class(s)	14.4 Packing Group	14.5 Environmental Hazards
US DOT		Not Regulated			

14.6 Special Precautions for User: None

14.7 Transport in Bulk According to Annex III MARPOL 73/78 and the IBC Code: Not determined.

SECTION 15: REGULATORY INFORMATION

15.1 Safety, Health and Environmental Regulations/Legislation Specific for the Substance or Mixture

US Regulations

CERCLA Section 103: The normal application of fertilizers is exempt from CERCLA reporting. If an accidental release occurs, contact Floratine Products Group for information.

SARA Hazard Category (311/312): Acute Health Hazard, Chronic Health Hazard

SARA 313: Products used in routine agricultural operations and fertilizers held for resale by retailers is excluded from SARA 313 reporting. Contact Floratine Products Group for additional information.

California Proposition 65: This product contains the following substances known to the State of California to cause cancer and/or reproductive harm (birth defects): Diethanolamine (111-42-2) 0.2% (cancer), formaldehyde (50-00-0) 30 ppm,

Canada:

Canadian WHMIS Classification: Class D2, Subdivision B

This MSDS has been prepared according to the criteria of the Controlled Products Regulation (CPR) and the MSDS contains all of the information required by the CPR.

International Chemical Inventories

US EPA Toxic Substances Control Act (TSCA) Status: All of the components of this product are listed on the TSCA inventory or exempt.

SECTION 16: OTHER INFORMATION

CLP/GHS Classification and H Phrases for Reference (See Section 3)

Acute Tox. 4 Acute Toxicity Category 4

STOT RE 2 Specific Target Organ Toxicity – Repeat Exposure Category 2

Eye Dam 1 Eye Damage Category 1

Eye Irrit. 2 Eye Irritation Category 2

Skin Irrit. 2 Skin Irritation Category 2

Met. Corr. 1 Metal Corrosive Category 1

H290 May be corrosive to metals

H302 Harmful if swallowed

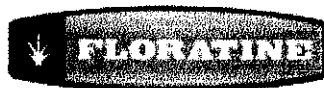
H315 Causes skin irritation

H318 Causes serious eye damage.

H319 Causes serious eye irritation.

H373 May cause damage to organs through prolonged or repeated exposure.

This safety data sheet provides health and safety information. The product is to be used in applications consistent with best farming practice. Individuals handling this product should be informed under COSHH of the recommended safety precautions and should have access to this information. The product information data sheet is to the best of Floratine's knowledge correct as at the date of publication. Neither the Floratine, importer or local supplier accepts liability for any loss or damage resulting from reliance on this information. Further information on this product may be obtained from the supplier whose name, address and telephone number will be found on the product container. The information provided herein is offered solely for your consideration, investigation and verification. This information herein is provided by Floratine in good faith as accurate at the time of writing but without guarantee. This information includes information which has been generated by other parties and provided to Floratine and which Floratine has not independently verified. The information provided herein relates only to the specific product designated and may not be valid if the product is used in combination with any other materials or in any process



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SAFETY DATA SHEET

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

1.1 Product Identifier

Trade Name Knife Plus 12-0-0 + 6Fe

SDS Date August 3, 2018

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Product Use: Foliar Nutrient

Uses Advised Against: To be used only where there is a recognized need. Do not exceed the appropriate dose rates.

1.3 Details of the Supplier of the Substance or Mixture

Manufacturer: Floratine Products Group, Inc.
355 East South Street
Collierville, TN 38017
+1 901-853-2898

1.4 Emergency Telephone Number

Emergency Spill Information 1(800) 535-5053 for US and Canada (INFOTRAC)
+1(352) 323-3500 for International Calls (call INFOTRAC collect)

Other Product Information: cs@floratine.com

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

CLP/GHS Classification (1272/2008):

Acute Toxicity Category 4 (H302)

Eye Damage Category 1

Skin Irritation Category 2

Specific Target Organ Toxicity – Repeat Exposure Category 2

2.2 Label Elements

Danger!



Contains Manganese Compound, Zinc Compound

Hazard Phrases

H302 Harmful if swallowed.

H315 Causes skin irritation

H318 Causes serious eye damage.

H373 May cause damage to organs through prolonged or repeated exposure.

Precautionary Phrases:

P264 Wash thoroughly after handling.

P270 Do not eat, drink or smoke when using this product.

P280 Wear protective gloves, eye protection and face protection.

P301 + P310 IF SWALLOWED: Immediately call a POISON CENTER.

P330 Rinse mouth.

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P332 + P313 If skin irritation occurs: Get medical attention.

P362 + P364 Take off contaminated clothing and wash it before reuse.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P337 + P313 If eye irritation persists: Get medical attention.

P260 Do not breathe mist, vapors or spray.

P314 Get medical /attention if you feel unwell.

P405 Store locked up.

P501 Dispose of contents and container in accordance with local and national regulations.

2.3 Other Hazards: None**SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS**

Chemical Name	CAS Number / EINECS Number / REACH Reg. Number	% (w/w)	CLP/GHS Classification (1272/2008)
Iron Compound	7720-78-7 / 231-753-5	20-40%	Met. Corr. 1 (H290) Acute Tox. 4 (H302) Skin Irrit. 2 (H315) Eye Irrit. 2 (H319)
Urea	57-13-6 / 200-315-5	10-30%	Not hazardous
Manganese compound	7785-87-7 / 232-089-9	<6%	Eye Dam. 1 (H318) STOT RE 2 (H373)
Zinc compound	7733-02-0 / 231-793-3	<3%	Acute Tox. 4 (H302) Eye Dam. 1 (H318)
Copper salt	7758-98-7 / 231-847-6	<1%	Acute Tox. 4 (H302) Skin Irrit. 2 (H315) Eye Irrit. 2 (H319)
Sodium Molybdate	7631-95-0 / 7631-95-0	<1%	Not hazardous

See Section 16 for full text of GHS and EU Classifications.

SECTION 4: FIRST AID MEASURES**4.1 Description of First Aid Measures****First Aid****Eye contact:** In case of contact with eyes, flush immediately with water for at least 15 minutes while lifting the upper and lower lids. Get immediate medical attention.**Skin contact:** Wash with soap and water. Get medical attention if irritation develops or persists.**Inhalation:** Remove victim to fresh air. Get medical attention if irritation develops or persists.

Ingestion: Do not induce vomiting unless directed to do so by medical personnel. If the person is alert, have them rinse their mouth with water and sip one glass of water. Call a poison center or physician for advice. Never give anything by mouth to an unconscious or drowsy person.

See Section 11 for more detailed information on health effects.

4.2 Most important symptoms and effects, both acute and delayed: Causes severe eye irritation or damage. May cause skin irritation. Swallowing may cause nausea and diarrhea. Overexposure to zinc compound has been shown to cause headaches, nausea, vomiting, loss of appetite, abdominal cramps and effects to the heart, liver and kidneys. Prolonged overexposure to manganese compounds may cause headache, apathy, muscle weakness and neurological effects such as euphoria, impulsiveness and insomnia.

4.3 Indication of any immediate medical attention and special treatment needed: If eye contact occurs, get immediate medical attention.

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing Media: Use media appropriate for the surrounding fire. Cool fire exposed containers with water.

5.2 Special Hazards Arising from the Substance or Mixture

Unusual Fire and Explosion Hazards: None

Combustion Products: Oxides of carbon, sulfur, manganese, zinc, iron, copper and molybdate.

5.3 Advice for Fire-Fighters: Self-contained breathing apparatus and protective clothing should be worn in fighting fires involving chemicals. Determine the need to evacuate or isolate the area according to your local emergency plan. Use water spray to keep fire exposed containers cool.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures:

Wear appropriate protective equipment. Avoid direct contact with spilled material.

6.2 Environmental Precautions:

Prevent entry in storm sewers and waterways. Report spill as required by local and national regulations.

6.3 Methods and Material for Containment and Cleaning Up:

Collect with an inert absorbent material and place in an appropriate container for disposal. Wash spill site with water. Contain large spills and collect as much liquid as possible into containers for use.

6.4 Reference to Other Sections:

Refer to Section 8 for personal protective equipment and Section 13 for disposal information.

SECTION 7: HANDLING and STORAGE

7.1 Precautions for Safe Handling:

Prevent contact with eyes. Avoid contact with skin and clothing. Use with adequate ventilation. Use reasonable care in handling. Do not eat, drink or smoke while using product. Wash thoroughly with soap and water after handling.

7.2 Conditions for Safe Storage, Including any Incompatibilities:

Protect containers from physical damage. Keep from freezing. Keep containers closed. Empty containers retain product residues. Follow all SDS precautions in handling empty containers. Store away from food and feed.

7.3 Specific end use(s):

Industrial uses: None identified

Professional uses: Foliar Nutrient

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters:

Chemical Name	US OEL	EU IOEL	UK OEL	Biological Limit
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				Value
Urea	10 mg/m ³ TWA AIHA WEEL	None Established	None Established	None Established
Iron Compound	None Established	None Established	None Established	None Established
Manganese Compound	0.2 mg/m ³ TWA (as Mn) ACGIH TLV 5 mg/m ³ Ceiling (as Mn) OSHA PEL	None Established	0.5 mg/m ³ TWA (as Mn)	None Established
Zinc Compound	None Established	None Established	None Established	None Established
Copper salt	None Established	None Established	None Established	None Established
Sodium Molybdate (as molybdenum soluble compounds)	0.5 mg/m ³ TWA (respirable) ACGIH TLV 5 mg/m ³ OSHA PEL	None Established	5 mg/m ³ TWA 10 mg/m ³ STEL	None Established

8.2 Exposure Controls:

Recommended Monitoring Procedures: None established.

Appropriate Engineering Controls: Good outdoor ventilation should be adequate under normal conditions of use.

Personal Protective Measures

Eye/face Protection: Chemical goggles recommended to prevent eye contact.

Skin Protection: Impervious clothing is recommended if needed to avoid skin contact.

Hands: Impervious gloves are recommended if needed to avoid skin contact.

Respiratory Protection: None needed under normal use conditions with adequate ventilation. If mists are excessive, an approved particulate respirator can be used. Use respirators in accordance with local and national regulations.

Other protection: Suitable washing facilities should be available in the work area.

SECTION 9: PHYSICAL and CHEMICAL PROPERTIES

9.1 Information on basic Physical and Chemical Properties

Appearance: Dark Green Liquid

Odor Threshold: Not available

Melting/Freezing Point: Not determined

Flash Point: Not flammable

Lower Flammability Limit: Not applicable

Upper Flammability Limit: Not applicable

Vapor Density (Air=1): Not applicable

Solubility: Complete

Autoignition Temperature: None

Viscosity: Not applicable

Oxidizing Properties: None

Molecular Formula: Mixture

Odor: Slight ammonia odor.

pH: 2.0-3.2

Boiling Point: 104-110°C

Evaporation Rate: Not applicable

Vapor Pressure: Greater than 1

Relative Density: 1.35

Octanol/Water Partition Coefficient: Not determined

Decomposition Temperature: Not determined

Explosive Properties: None

Specific Gravity (H₂O= 1): 1.35

Molecular Weight: Mixture

9.2 Other Information: None available

SECTION 10: STABILITY and REACTIVITY

10.1 Reactivity: Not reactive under normal conditions.

10.2 Chemical Stability: Stable.

10.3 Possibility of Hazardous Reactions: Contact with strong oxidizers may cause an exothermic reaction producing heat.

10.4 Conditions to Avoid: Avoid excessive heat and freezing.

10.5 Incompatible Materials: Incompatible with oxidizing agents.

10.6 Hazardous Decomposition Products: Decomposition may produce oxides of carbon, sulfur, manganese, zinc, iron, copper and molybdate.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological Effects:

Potential Health Effects:

Eye Contact: May cause irritation with redness, tearing and stinging. Eye damage may occur.

Skin contact: Skin contact may cause irritation.

Inhalation: Excessive inhalation of dust may cause upper respiratory tract irritation.

Ingestion: Swallowing may cause gastrointestinal effects including abdominal cramps, nausea and diarrhea. Overexposure to zinc compound may cause heart, liver and kidney effects.

Acute toxicity: No acute toxicity data available for the product. Calculated ATE for the mixture: Oral 984 mg/kg

Manganese Compound: Oral rat LD50 2150 mg/kg, Inhalation rat LC50 >4.45 mg/L/4 hr,

Zinc Compound: Oral rat LD50 1710 mg/kg; Dermal rat LD50 >2000 mg/kg

Iron Compound: Oral rat LD50 319 mg/kg; Dermal rat LD50 >2000 mg/kg

Urea: Oral rat LD50: 8471 mg/kg

Copper salt: Oral rat LD50 480 mg/kg; Dermal rat LD50 >2000 mg/kg

Skin corrosion/irritation: Manganese compound is not irritating based on data from structurally similar chemicals. Zinc compound and Iron compound are irritating to rabbit skin. Urea is not irritating to rabbit skin.

Eye damage/ irritation: Manganese compound has been shown to cause irreversible eye irritation in rabbit eyes. Zinc compound is highly irritating to rabbit eyes. Iron compound is not irritating to rabbit eyes. Urea is slightly irritating to rabbit eyes.

Respiratory Irritation: No data available. Expected to cause only temporary irritation.

Respiratory Sensitization: No data available.

Skin Sensitization: Zinc compound and Iron compound were negative in a mouse local lymph node assay.

Germ Cell Mutagenicity: Manganese compound was negative in an in vitro mammalian chromosome aberration test with a structurally similar material. Iron compound was negative in an in vitro mammalian chromosome aberration test and in an in vivo chromosome aberration assay. Zinc compound was negative in an in vitro gene mutation assay, AMES test and in vivo chromosome aberration assay.

Carcinogenicity: No data available. None of the components of this product are listed as carcinogens by IARC

Reproductive Toxicity: Zinc compound was administered to mice at days 6-15 of gestation. No maternal or developmental toxicity was observed at the highest dosage. NOEL 30 mg/kg.

Specific Target Organ Toxicity:

Single Exposure: Overexposure to zinc compound has been shown to cause headaches, nausea, vomiting, loss of appetite, abdominal cramps and effects to the heart, liver and kidneys.

Repeat Exposure: Overexposure to manganese compounds have been shown to cause headache, apathy, muscle weakness and neurological effects such as euphoria, impulsiveness and insomnia.

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity: No toxicity data available for the product.

Manganese Compound: 48 hr LC50 daphnia magna 6.8 mg/L, 72 hr LC50 desmodesmus subspicatus 61 mg/L

Zinc Compound: 96 hr LC50 pimephales promelas 330 ug/L; 48 hr LC50 daphnia magna 259 ug/L

Iron Compound: No toxicity data available

Urea: 24 hr EC50 daphnia magna 10000 mg/L

Copper salt: 96 hr LC50 Oncorhynchus kisutch (coho salmon) 286 ug/L

12.2 Persistence and degradability: Biodegradation is not applicable to inorganic substances such as zinc compound, copper salt, manganese compound and Iron compound.

12.3 Bioaccumulative Potential: No data available.

12.4 Mobility in Soil: In the soil, product follows natural cycle to provide plant nutrients.

12.5 Results of PVT and vPvB assessment: Not required.

12.6 Other Adverse Effects: No data available.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste Treatment Methods:

Dispose in accordance with local/ and national regulations.

SECTION 14: TRANSPORTATION INFORMATION

	14.1 UN Number	14.2 UN Proper Shipping Name	14.3 Hazard Class(s)	14.4 Packing Group	14.5 Environmental Hazards
US DOT	None	Not Regulated			

14.6 Special Precautions for User: None

14.7 Transport in Bulk According to Annex III MARPOL 73/78 and the IBC Code: Not determined.

SECTION 15: REGULATORY INFORMATION

15.1 Safety, Health and Environmental Regulations/Legislation Specific for the Substance or Mixture

US Regulations

CERCLA Section 103: The normal application of fertilizers is exempt from CERCLA reporting. If an accidental release occurs, contact Floratine Products Group for information.

SARA Hazard Category (311/312): Acute Health Hazard, Chronic Health Hazard

SARA 313: Products used in routine agricultural operations and fertilizers held for resale by retailers is excluded from SARA 313 reporting. Contact Floratine Products Group for additional information.

California Proposition 65: This product contains the following substances known to the State of California to cause cancer and/or reproductive harm (birth defects): Formaldehyde (50-00-0) 30 ppm (cancer)

International Chemical Inventories

US EPA Toxic Substances Control Act (TSCA) Status: All of the components of this product are listed on the TSCA inventory or exempt.

SECTION 16: OTHER INFORMATION

CLP/GHS Classification and H Phrases for Reference (See Section 3)

Acute Tox. 4 Acute Toxicity Category 4

STOT RE 2 Specific Target Organ Toxicity – Repeat Exposure Category 2

Eye Dam 1 Eye Damage Category 1

Eye Irrit. 2 Eye Irritation Category 2

Skin Irrit. 2 Skin Irritation Category 2

Met. Corr. 1 Metal Corrosive Category 1

H290 May be corrosive to metals

H302 Harmful if swallowed

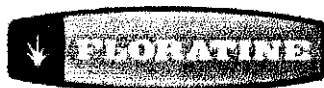
H315 Causes skin irritation

H318 Causes serious eye damage.

H319 Causes serious eye irritation.

H373 May cause damage to organs through prolonged or repeated exposure.

This safety data sheet provides health and safety information. The product is to be used in applications consistent with best farming practice. Individuals handling this product should be informed under COSHH of the recommended safety precautions and should have access to this information. The product information data sheet is to the best of Floratine's knowledge correct as at the date of publication. Neither the Floratine importer or local supplier accepts liability for any loss or damage resulting from reliance on this information. Further information on this product may be obtained from the supplier whose name, address and telephone number will be found on the product container. The information provided herein is offered solely for your consideration, investigation and verification. This information herein is provided by Floratine in good faith as accurate at the time of writing but without guarantee. This information includes information which has been generated by other parties and provided to Floratine and which Floratine has not independently verified. The information provided herein relates only to the specific product designated and may not be valid if the product is used in combination with any other materials or in any process.



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SAFETY DATA SHEET

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

1.1 Product Identifier

Trade Name Fight's On 0-0-18 + 3.6 Si

SDS Date March 30, 2017

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Soil Nutrient

Uses Advised Against: To be used only where there is a recognized need. Do not exceed the appropriate dose rates.

1.3 Details of the Supplier of the Substance or Mixture

Manufacturer: Floratine Products Group, Inc.
355 East South Street
Collierville, TN 38017
+1 901-853-2898

1.4 Emergency Telephone Number

Emergency Spill Information 1(800) 535-5053 for US and Canada (INFOTRAC)
+1(352) 323-3500 for International Calls (call INFOTRAC collect)

Other Product Information: cs@floratine.com

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

CLP/GHS Classification (1272/2008):

Eye Irritation Category 1 (H318)

Skin Irritation Category 2 (H315)

2.2 Label Elements

Warning!



Hazard Phrases

H315 Causes skin irritation.

H319 Causes serious eye irritation.

Precautionary Phrases:

P264 Wash thoroughly after handling.

P280 Wear protective gloves and eye protection. .

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P332 + P313 If skin irritation occurs: Get medical attention.

P362 + P364 Take off contaminated clothing and wash it before reuse.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P337 + P313 If eye irritation persists: Get medical attention.

2.3 Other Hazards: None

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.2 Mixtures

Chemical Name	CAS Number / EINECS Number / REACH Reg. Number	% (w/w)	EU Classification (67/548/EEC)	CLP/GHS Classification (1272/2008)
Potassium Thiosulfate	10294-66-3 233-666-8	20-50%	Not dangerous	Not Hazardous
Potassium Phosphite	13977-65-6 231-913-4	20-50%	Xi R36	Eye Irrit. 2 (H319)
Potassium Silicate	1312-76-1 / 215-199-1	<20%	Xi R36/38	Eye Irrit 2 (H319) Skin Irrit. 2 (H315)

See Section 16 for full text of GHS and EU Classifications.

SECTION 4: FIRST AID MEASURES

4.1 Description of First Aid Measures

First Aid

Eye contact: Flush eye with water for 15 minutes while lifting the upper and lower lids. Seek medical attention if irritation persists.

Skin contact: Wash with soap and water. Get medical attention if irritation develops or persists. Wash contaminated clothing before reuse.

Inhalation: Remove victim to fresh air. Get medical attention if irritation persists.

Ingestion: Do not induce vomiting unless directed to do so by medical personnel. If the person is alert, have them rinse their mouth with water and sip one glass of water. Call a poison center or physician for advice. Never give anything by mouth to an unconscious or drowsy person.

See Section 11 for more detailed information on health effects.

4.2 Most Important symptoms and effects, both acute and delayed: Causes eye irritation and skin irritation. Inhalation of vapors or mists may cause irritation to mucous membranes and upper respiratory tract. Swallowing may cause gastrointestinal irritation with nausea, vomiting and diarrhea.

4.3 Indication of any immediate medical attention and special treatment needed: No immediate medical attention is required.

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing Media: Use any media that is suitable for the surrounding fire. Water can be used to cool fire exposed containers

5.2 Special Hazards Arising from the Substance or Mixture

Unusual Fire and Explosion Hazards: None

Combustion Products: Not combustible.

5.3 Advice for Fire-Fighters: Self-contained breathing apparatus and protective clothing should be worn in fighting fires involving chemicals. Determine the need to evacuate or isolate the area according to your local emergency plan. Use water spray to keep fire exposed containers cool.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures:

Wear appropriate protective equipment. Avoid direct contact with spilled material.

6.2 Environmental Precautions:

Prevent entry in storm sewers and waterways. Report spill as required by local and national regulations.

6.3 Methods and Material for Containment and Cleaning Up:

Collect with an inert absorbent material and place in an appropriate container for disposal. Wash spill site with water. Contain large spills and collect as much liquid as possible into containers for use.

6.4 Reference to Other Sections:

Refer to Section 8 for personal protective equipment and Section 13 for disposal information.

SECTION 7: HANDLING and STORAGE

7.1 Precautions for Safe Handling:

Avoid contact with eyes, skin and clothing. Use with adequate ventilation. Use reasonable care in handling. Do not eat, drink or smoke while using product. Wash thoroughly with soap and water after handling.

7.2 Conditions for Safe Storage, Including any Incompatibilities:

Protect containers from physical damage. Keep from freezing. Keep containers closed. Empty containers retain product residues. Follow all SDS precautions in handling empty containers. Store away from food and feed. Store away from oxidizing materials.

7.3 Specific end use(s):

Industrial uses: None identified

Professional uses: Soil Nutrient

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters:

Chemical Name	US OEL	EU IOEL	UK OEL	Biological Limit Value
Potassium Thiosulfate	None Established	None Established	None Established	None Established
Potassium Phosphite	None Established	None Established	None Established	None Established
Potassium Silicate	None Established	None Established	None Established	None Established

8.2 Exposure Controls:

Recommended Monitoring Procedures: None.

Appropriate Engineering Controls: Good outdoor ventilation should be adequate under normal conditions.

Personal Protective Measures

Eye/face Protection: Chemical goggles recommended to prevent eye contact.

Skin Protection: Impervious clothing is recommended to avoid skin contact.

Hands: Impervious gloves are recommended to avoid skin contact.

Respiratory Protection: None needed under normal use conditions with adequate ventilation. If mists are irritating, an approved particulate respirator can be used. Use respirators in accordance with local and national regulations.

Other protection: Suitable washing facilities should be available in the work area.

SECTION 9: PHYSICAL and CHEMICAL PROPERTIES

9.1 Information on basic Physical and Chemical Properties

Appearance: Light Brown Liquid
Odor Threshold: Not applicable
Melting/Freezing Point: Not available
Flash Point: None
Lower Flammability Limit: None
Upper Flammability Limit: None
Vapor Density(Air=1): Not available
Solubility: Complete
Autoignition Temperature: None
Viscosity: Not established
Oxidizing Properties: None
Molecular Formula: Mixture

Odor: Slight odor.
pH: 11.0
Boiling Point: 107°C
Evaporation Rate: Not available
Vapor Pressure: Greater than 1

Relative Density: 1.20
Octanol/Water Partition Coefficient: Not established
Decomposition Temperature: Not applicable
Explosive Properties: None
Specific Gravity (H₂O= 1): 1.20
Molecular Weight: Mixture

9.2 Other Information: None available

SECTION 10: STABILITY and REACTIVITY

- 10.1 Reactivity:** Not reactive under normal conditions
10.2 Chemical Stability: Stable.
10.3 Possibility of Hazardous Reactions: None known.
10.4 Conditions to Avoid: Avoid excessive heat and freezing.
10.5 Incompatible Materials: Incompatible with oxidizing agents.
10.6 Hazardous Decomposition Products: Decomposition may produce carbon, potassium and sulfur oxides.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological Effects:

Potential Health Effects:

Eye Contact: Causes irritation with redness, tearing and stinging.

Skin contact: Skin contact may cause irritation. Potassium phosphite is not irritating to rabbit skin.

Inhalation: Excessive inhalation of mists may cause upper respiratory tract irritation. Potassium phosphite is moderately irritating to rabbit eyes.

Ingestion: Swallowing may cause gastrointestinal effects including nausea and diarrhea

Acute toxicity: No data available for the product.

Potassium Thiosulfate: Oral rat LD50>5000 mg/kg; Dermal rabbit LD50 >2000 mg/kg; Inhalation rat LC50 >5.5 mg/L/4 hr. Potassium phosphite: 96 hr LC50 rainbow rout >100 mg/kg; 48 hr EC50 daphnia magna >100 mg/kg Potassium Silicate: Oral rat LD50 >5000 mg/kg; Dermal rat LD50 >5000 mg/kg; Inhalation rat LC50 >2.06 mg/L/4 hr.

Skin corrosion/irritation: Potassium thiosulfate is not irritating to skin based on similar structural materials. Potassium Silicate is moderately irritating to rabbit skin

Eye damage/ irritation: Potassium thiosulfate is not irritating to eyes based on similar structural materials. Potassium silicate is severely irritating to rabbit eyes. **Respiratory Irritation:** No data available. Expected to cause only temporary irritation.

Respiratory Sensitization: No data available

Skin Sensitization: Potassium silicate was negative in a Buehler test with guinea pigs. potassium phosphite are not irritating to rabbit skin.

Germ Cell Mutagenicity: Potassium silicates negative in an in vitro mammalian cell gene mutation assay, in vitro mammalian chromosome aberration test and an in vivo chromosome aberration assay (based on a structurally similar chemical).

Fight's On 0-0-18 + 3.6Si

Carcinogenicity: No data available. None of the components of this product are listed as carcinogens by IARC, NTP, OSHA or the EU Dangerous Substances Directive.

Reproductive Toxicity: In a developmental study, rats were administered potassium silicate (a structurally similar chemical) from day 0 -18 of gestation. No treatment-related effects were observed in either the mother or offspring. NOAEL for maternal toxicity 12.5 mg/kg, NOAEL >200 mg/kg for developmental toxicity

Specific Target Organ Toxicity:

Single Exposure: No data available

Repeat Exposure: No data available

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity: No data available

Potassium Silicate: 48 hr LC50 *Leuciscus idus* >146 mg/L; 24 hr EC50 *daphnia magna* >14 mg/L

12.2 Persistence and degradability: Biodegradation is not applicable to inorganic substances such as potassium thiosulfate and potassium silicate.

12.3 Bioaccumulative Potential: No data available. Not expected to be bioaccumulative.

12.4 Mobility in Soil: In the soil, product follows natural cycle to provide plant nutrients.

12.5 Results of PVT and vPvB assessment: Not required.

12.6 Other Adverse Effects: No data available.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste Treatment Methods:

Dispose in accordance with local/ and national regulations. Not considered hazardous waste according to EU regulations.

SECTION 14: TRANSPORTATION INFORMATION

	14.1 UN Number	14.2 UN Proper Shipping Name	14.3 Hazard Class(s)	14.4 Packing Group	14.5 Environmental Hazards
US DOT	None	Not Regulated			

14.6 Special Precautions for User: None

14.7 Transport in Bulk According to Annex III MARPOL 73/78 and the IBC Code: Not determined.

SECTION 15: REGULATORY INFORMATION

15.1 Safety, Health and Environmental Regulations/Legislation Specific for the Substance or Mixture

US Regulations

CERCLA Section 103: The normal application of fertilizers is exempt from CERCLA reporting. If an accidental release occurs, contact Floratine Products Group for information.

SARA Hazard Category (311/312): Acute Health

SARA 313: Products used in routine agricultural operations and fertilizers held for resale by retailers is excluded from SARA 313 reporting. Contact Floratine Products Group for additional information.

California Proposition 65: This product contains the following substances known to the State of California to cause cancer and/or reproductive harm (birth defects): None known.

This MSDS has been prepared according to the criteria of the Controlled Products Regulation (CPR) and the MSDS contains all of the information required by the CPR.

International Chemical Inventories

US EPA Toxic Substances Control Act (TSCA) Status: All of the components of this product are listed on the TSCA inventory or exempt.

SECTION 16: OTHER INFORMATION

CLP/GHS Classification and H Phrases for Reference (See Section 3)

Eye Irrit 2 Eye Irritation Category 2

Skin Irrit 2 Skin Irritation Category 2

H315 Causes skin irritation.

H319 Causes serious eye irritation.

This safety data sheet provides health and safety information. The product is to be used in applications consistent with best farming practice. Individuals handling this product should be informed under COSHH of the recommended safety precautions and should have access to this information. The product information data sheet is to the best of Floratine's knowledge correct as at the date of publication. Neither Floratine, importer or local supplier accepts liability for any loss or damage resulting from reliance on this information. Further information on this product may be obtained from the supplier whose name, address and telephone number will be found on the product container. The information provided herein is offered solely for your consideration, investigation and verification. This information herein is provided by Floratine in good faith as accurate at the time of writing but without guarantee. This information includes information which has been generated by other parties and provided to Floratine and which Floratine has not independently verified. The information provided herein relates only to the specific product designated and may not be valid if the product is used in combination with any other materials or in any process



Rooted in Science

SAFETY DATA SHEET

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

1.1 Product Identifier

Trade Name Calspra-Mg 5-0-0 + 6% Ca, 0.4% Mg

SDS Date January 7, 2020

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Product Use: Foliar nutrient

Uses Advised Against: To be used only where there is a recognized need. Do not exceed the appropriate dose rates.

1.3 Details of the Supplier of the Substance or Mixture

Manufacturer: Floratine Products Group, Inc.
355 East South Street
Collierville, TN 38017
+1 901-853-2898

1.4 Emergency Telephone Number

Emergency Spill Information 1(800) 535-5053 for US and Canada (INFOTRAC)
+1(352) 323-3500 for International Calls (call INFOTRAC collect)

Other Product Information: cs@floratine.com

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

CLP/GHS Classification (1272/2008):
Eye Irritation Category 2

EU Classification (67/548/EEC): Irritant XI R36

2.2 Label Elements

Warning!



Hazard Phrases

H319 Causes serious eye irritation.

Precautionary Phrases:

P264 Wash thoroughly after handling.

P280 Wear eye protection.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P337 + P313 If eye irritation persists: Get medical attention.

2.3 Other Hazards: None**SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS****3.2 Mixtures**

Chemical Name	CAS Number / EINECS Number / REACH Reg. Number	% (w/w)	EU Classification (67/548/EEC)	CLP/GHS Classification (1272/2008)
Calcium Nitrate	Proprietary	15-40%	Xi R36	Eye Irrit. 2 (H319)
Magnesium Nitrate	Proprietary	1-10%	Not dangerous	Not hazardous

See Section 16 for full text of GHS and EU Classifications.

SECTION 4: FIRST AID MEASURES**4.1 Description of First Aid Measures****First Aid****Eye contact:** Immediately flush eye with water for 15 minutes while lifting the upper and lower lids. Seek medical attention.**Skin contact:** Wash with soap and water. Get medical attention if irritation develops.**Inhalation:** Remove victim to fresh air. Get medical attention if irritation persists.**Ingestion:** Do not induce vomiting unless directed to do so by medical personnel. If the person is alert, have them rinse their mouth with water and sip one glass of water. Call a poison center or physician for advice. Never give anything by mouth to an unconscious or drowsy person.**See Section 11 for more detailed information on health effects.****4.2 Most important symptoms and effects, both acute and delayed:** Causes eye irritation. Prolonged skin contact may cause irritation. Ingestion may cause gastrointestinal irritation with nausea and diarrhea.**4.3 Indication of any immediate medical attention and special treatment needed:** Immediate medical attention should not be needed unless large amounts are swallowed.**SECTION 5: FIREFIGHTING MEASURES****5.1 Extinguishing Media:** Use any media that is suitable for the surrounding fire. Water can be used to cool fire exposed containers**5.2 Special Hazards Arising from the Substance or Mixture****Unusual Fire and Explosion Hazards:** None**Combustion Products:** Not combustible**5.3 Advice for Fire-Fighters:** Self-contained breathing apparatus and protective clothing should be worn in fighting fires involving chemicals. Determine the need to evacuate or isolate the area according to your local emergency plan. Use water spray to keep fire exposed containers cool.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures:

Wear appropriate protective equipment. Avoid direct contact with spilled material.

6.2 Environmental Precautions:

Prevent entry in storm sewers and waterways. Report spill as required by local and national regulations.

6.3 Methods and Material for Containment and Cleaning Up:

Pick up or sweep up material and place in an appropriate container for use or disposal.

6.4 Reference to Other Sections:

Refer to Section 8 for personal protective equipment and Section 13 for disposal information.

SECTION 7: HANDLING and STORAGE

7.1 Precautions for Safe Handling:

Avoid eye and prolonged skin contact. Use with adequate ventilation. Use reasonable care in handling. Do not eat, drink or smoke while using product. Wash thoroughly with soap and water after handling.

7.2 Conditions for Safe Storage, Including any Incompatibilities:

Protect containers from physical damage. Keep from freezing. Keep containers closed. Empty containers retain product residues. Follow all SDS precautions in handling empty containers. Store away from food and feed.

7.3 Specific end use(s):

Industrial uses: None identified

Professional uses: Foliar nutrient

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters:

Chemical Name	US OEL	EU IOEL	UK OEL	Biological Limit Value
Calcium Nitrate	None Established	None Established	None Established	None Established
Magnesium Nitrate	None Established	None Established	None Established	None Established

8.2 Exposure Controls:

Recommended Monitoring Procedures: None.

Appropriate Engineering Controls: Good outdoor ventilation should be adequate under normal conditions.

Personal Protective Measures

Eye/face Protection: Chemical goggles recommended if needed to avoid eye contact.

Skin Protection: Impervious clothing is recommended if needed to avoid prolonged/repeated skin contact.

Hands: Impervious gloves are recommended if needed to avoid prolonged/repeated skin contact.

Respiratory Protection: None needed under normal use conditions with adequate ventilation. If dust is generated, an approved particulate respirator can be used. Use respirators in accordance with local and national regulations.

Other protection: Suitable washing facilities should be available in the work area.

SECTION 9: PHYSICAL and CHEMICAL PROPERTIES

9.1 Information on basic Physical and Chemical Properties

Appearance: Medium brown liquid
Odor Threshold: Not applicable
Melting/Freezing Point: Not available
Flash Point: None
Lower Flammability Limit: None
Upper Flammability Limit: None
Vapor Density(Air=1): Not applicable
Solubility: Complete
Autoignition Temperature: None
Viscosity: Not applicable
Oxidizing Properties: None
Molecular Formula: Mixture

Odor: Slightly sweet
pH: 2.86
Boiling Point: 100°C
Evaporation Rate: Not applicable r
Vapor Pressure: Greater than 1

Relative Density: 1.256
Octanol/Water Partition Coefficient: Not established
Decomposition Temperature: Not applicable
Explosive Properties: None
Specific Gravity (H₂O= 1): 1.256
Molecular Weight: Mixture

9.2 Other Information: None available

SECTION 10: STABILITY and REACTIVITY

10.1 Reactivity: Not reactive under normal conditions

10.2 Chemical Stability: Stable.

10.3 Possibility of Hazardous Reactions: Contact with strong oxidizers may cause an exothermic reaction producing heat.

10.4 Conditions to Avoid: Avoid excessive heat and freezing.

10.5 Incompatible Materials: Incompatible with strong oxidizing agents.

10.6 Hazardous Decomposition Products: Decomposition may produce carbon monoxide, carbon dioxide.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological Effects:

Potential Health Effects:

Eye Contact: Causes irritation with redness and tearing.

Skin contact: Prolonged skin contact may cause irritation.

Inhalation: Excessive inhalation of dust may cause upper respiratory tract irritation.

Ingestion: Swallowing may cause gastrointestinal effects including nausea and diarrhea

Acute toxicity: No data available for the product.

Calcium Nitrate: Oral rat LD50 2120 mg/kg; Dermal rabbit LD50 >5000 mg/kg

Magnesium Nitrate: Oral rat LD50 >2000 mg/kg; Dermal rat LC50 >2000 mg/kg

Skin corrosion/irritation: Magnesium Nitrate is not irritating to human skin. Calcium Nitrate is not irritating to rabbit skin.

Eye damage/ irritation: Magnesium Nitrate and Calcium Nitrate are not irritating to rabbit eyes.

Respiratory Irritation: No data available. Expected to cause only temporary irritation.

Respiratory Sensitization: No data available.

Skin Sensitization: Magnesium Nitrate was negative in a Guinea pig maximization test.

Germ Cell Mutagenicity: Magnesium Nitrate was negative in an in vitro mammalian cell gene mutation assay and in vitro mammalian chromosome aberration test. Calcium Nitrate was negative in an in vitro mammalian chromosome aberration test.

Carcinogenicity: No data available. None of the components of this product are listed as carcinogens by IARC or the EU Dangerous Substances Directive.

Reproductive Toxicity: In a two generation study, rats were administered a Magnesium Nitrate for a maximum of 29 days for males and 54 days for females. No adverse general effects were seen on general toxicity. A NOAEL of 1000 mg/kg was derived for reproduction and developmental toxicity. In a developmental study, mice were administered 189 mg/kg to pregnant mice for 10 days. NOAEL of >189 mg/kg was established for maternal toxicity and teratogenicity.

Specific Target Organ Toxicity:

Single Exposure: No data available

Repeat Exposure: No data available

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity:

Calcium Nitrate: 96 hr EC50 Pimephales promelas 4630 mg/L; 48 hr EC50 daphnia magna 2400 mg/L; 72 hr EC50 Pseudokirchnerella subcapitata 2900 mg/L

Magnesium Nitrate: 96 hr LC50 Pimephales promelas 541 mg/L; 48 hr LC50 daphnia magna 140 mg/L;

12.2 Persistence and degradability: Biodegradation is not applicable to inorganic substances such as Magnesium Nitrate and Calcium Nitrate.

12.3 Bioaccumulative Potential: No data available. Not expected to be bioaccumulative.

12.4 Mobility in Soil: In the soil, product follows natural cycle to provide plant nutrients.

12.5 Results of PVT and vPvB assessment: Not required.

12.6 Other Adverse Effects: No data available.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste Treatment Methods:

Dispose in accordance with local/ and national regulations. Not considered hazardous waste according to EU regulations.

SECTION 14: TRANSPORTATION INFORMATION

	14.1 UN Number	14.2 UN Proper Shipping Name	14.3 Hazard Class(s)	14.4 Packing Group	14.5 Environmental Hazards
US DOT	None	Not Regulated	None	None	None
IMDG	None	Not Regulated	None	None	None
IATA/ICAO	None	Not Regulated	None	None	None

14.6 Special Precautions for User: None

14.7 Transport in Bulk According to Annex III MARPOL 73/78 and the IBC Code: Not determined.

SECTION 15: REGULATORY INFORMATION

US Regulations

CERCLA Section 103: The normal application of fertilizers is exempt from CERCLA reporting. If an accidental release occurs, contact Floratine Products Group for information.

SARA Hazard Category (311/312): Acute Health Hazard

SARA 313: Products used in routine agricultural operations and fertilizers held for resale by retailers is excluded from SARA 313 reporting. Contact Floratine Products Group for additional information.

California Proposition 65: This product contains the following substances known to the State of California to cause cancer and/or reproductive harm (birth defects): None known.

International Chemical Inventories

US EPA Toxic Substances Control Act (TSCA) Status: All of the components of this product are listed on the TSCA inventory or exempt.

Australia: All of the components in this product are listed on the Australian Inventory of Chemical Substances (AICS) or exempt.

China: All of the components in this product are listed on the Inventory of Existing Chemical Substances in China (IECSC) or exempt.

Japan: All of the components in this product are listed on the Japanese Existing and New Chemical Substances (ENCS) inventory or exempt.

Korea: All of the components in this product are listed on the Korean Existing Chemicals List (KECL) or exempt.

New Zealand: All of the components in this product are listed on the New Zealand Inventory of Chemicals (NZIoC) or exempt.

Philippines: All of the components of this product are listed on the Philippines Inventory of Chemicals and Chemical Substances (PICCS) or exempt.

Taiwan: All of the components of this product are listed on the National Existing Chemical Inventory (NECI) in Taiwan or exempt.

SECTION 16: OTHER INFORMATION

CLP/GHS Classification and H Phrases for Reference (See Section 3)

Eye Irrit. 2 Irritation Category 2

H319 Causes serious eye irritation.

This safety data sheet provides health and safety information. The product is to be used in applications consistent with best farming practice. Individuals handling this product should be informed under COSHH of the recommended safety precautions and should have access to this information. The product information data sheet is to the best of Floratine's knowledge correct as at the date of publication. Neither Floratine, importer or local supplier accepts liability for any loss or damage resulting from reliance on this information. Further information on this product may be obtained from the supplier whose name, address and telephone number will be found on the product container. The information provided herein is offered solely for your consideration, investigation and verification. This information herein is provided by Floratine in good faith as accurate at the time of writing but without guarantee. This information includes information which has been generated by other parties and provided to Floratine and which Floratine has not independently verified. The information provided herein relates only to the specific product designated and may not be valid if the product is used in combination with any other materials or in any process



SDS

GHS Safety Data Sheet

Mctron Technologies

GURUturf Timber Green

SDS Number: GURU050720

Revision Date: 5/7/2020

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1 PRODUCT AND COMPANY IDENTIFICATION

Manufacturer

Mctron Technologies
23 Exchange Street
Greenville, SC 29605

Contact: Andrew McDaniel
Phone: 864-729-4009
Fax: 864-729-4008
Email: amcdaniel@mctron.com
Web: <http://www.mctron.com/>
Emergency: 800-424-9300

Product Identifier: GURUturf Timber Green
Synonyms: Pigment Dispersion
Common Name: Mixture
SDS Number: GURU050720
Revision Date: 5/7/2020
Version: 1.0
Chemical Family: Pigment Dyestuff

Emergency Contact Information:
CHEMTREC - 800-424-9300

Harmonized Tariff Schedule 3903.90.5000



GURU turf Timber Green

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2

HAZARDS IDENTIFICATION**Classification of the Substance or Mixture**

GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):

Health, Serious Eye Damage/Eye Irritation, 2 B

Health, Skin sensitization, 1 B

GHS Label Elements, Including Precautionary StatementsGHS Signal Word: **WARNING**

GHS Hazard Pictograms:

**GHS Hazard Statements:**

H320 - Causes eye irritation

H317 - May cause an allergic skin reaction

GHS Precautionary Statements:

P101 - If medical advice is needed, have product container or label at hand.

P102 - Keep out of reach of children.

P103 - Read label before use.

P264 - Wash ... thoroughly after handling.

P270 - Do not eat, drink or smoke when using this product.

Hazards not Otherwise Classified (HNOC) or not Covered by GHS

Route of Entry: Skin;
Eyes;
Ingestion;

Skin Contact: May cause allergic skin reaction.

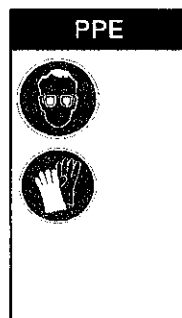
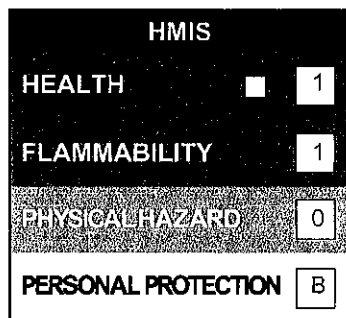
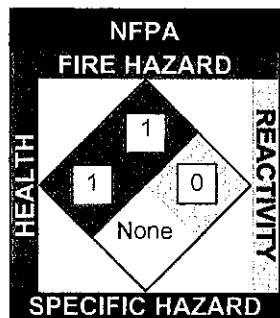
Eye Contact: May cause irritation.

Ingestion: For Industrial use only, not for human consumption. Rinse mouth. Get medical attention if symptoms occur.

NFPA: Health = 1, Fire = 1, Reactivity = 0, Specific Hazard = None

HMIS III: Health = 1, Fire = 1, Physical Hazard = 0

HMIS PPE: B - Safety Glasses, Gloves





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3

COMPOSITION/INFORMATION OF INGREDIENTS**Hazardous Ingredients:**

This Material contains no ingredients requiring disclosure under regulatory hazard criteria for this jurisdiction. See Section 11 for additional details.

Chemical Ingredients		
CAS#	%	Chemical Name
7732-18-5	40-60%	Water
1328-53-6	5-10%	Aqueous Pigment Dispersion
25036-16-2	4-8%	Styrene Acrylic Copolymer

Remaining components are proprietary, non-hazardous in accordance with paragraph (d) of 29 CFR 1910.1200, and/or present at amounts below reportable limits. Specific chemical identity has been withheld as a trade secret per paragraph(i) of 29 CFR 1910.1200, and will be made available to health professionals in accordance with applicable provisions of paragraph.

4

FIRST AID MEASURES

Skin Contact: Wash with soap and water. If skin irritation occurs, get medical attention.

Eye Contact: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists, get medical attention.

Ingestion: Rinse mouth thoroughly. Treat symptomatically. Get medical attention. Do not induce vomiting.

First Aid Measures:

Ingestion: If ingested, seek medical assistance immediately.

Inhalation: If inhaled seek medical assistance immediately.

Skin contact: Wash thoroughly with soap and water for 15 minutes. If skin irritation occurs seek medical attention.

Eye contact: Flush with running water for at least 5 minutes, occasionally lifting the upper and lower eyelids. seek prompt medical attention if irritation occurs.

5

FIRE FIGHTING MEASURES

Flammability: 1

Flash Point: >200F

Extinguishing Media: dry chemical, foam, water spray. CO2 may be ineffective on large fires.

Firefighting Procedures: Wear full protective firegear including self-containing breathing apparatus operated in the positive pressure mode with full facepiece, coat, pants, gloves and boots. Water may cause splattering.

Unusual Fire & Explosion Hazards: Material will not burn until water has been evaporated. Container may rupture on heating. See section 10 for additional information.

Additional information (precautions): Decomposition can lead to release of irritating gases and vapors. Avoid inhaling gases, fumes, dust, mist, vapor, and aerosols. Avoid contact with skin, eyes, and clothing.

6

ACCIDENTAL RELEASE MEASURES**Spill Response Procedures**

Personal Protective Equipment must be worn, see Personal Protection Section for PPE recommendations. Take precautions to avoid release to the environment. Ventilate area if spilled in confined space or other poorly ventilated areas. Prevent entry into sewers and waterways, dispose of in accordance with all federal, state and local environmental regulations. Spilled liquid

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and dried film are slippery. Use care to avoid falls. Pick up free liquid for recycle and/or disposal. Residual liquid can be absorbed on inert material.

7

HANDLING AND STORAGE**Handling Precautions:**

Keep containers closed when not in use. Do not discharge into drains or the environment, dispose to an authorized waste collection point. Use appropriate containment to avoid environmental contamination. Avoid eye contact. Avoid repeated or prolonged skin contact. When handling, do not eat, drink, or smoke. Avoid drinking, tasting, swallowing or ingesting this product. Stir well before use. Avoid breathing dust, fume, gas, mist, vapors, or spray. Minimize contact with air to reduce contamination with mold, fungus, or other organisms which could cause decomposition or spoilage. Wash thoroughly after handling. Empty container contains product residue which may exhibit hazards of product. Dispose of packaging or containers in accordance with local, regional, national and international regulations.

Storage Requirements:

Take precautions to avoid release to the environment. Keep from freezing. Keep container closed when not in use. Do not store in open, unlabeled or mislabeled containers. See section 10 for incompatible materials.

8

EXPOSURE CONTROLS/PERSONAL PROTECTION**Engineering Controls:**

Use material in well ventilated area only. Additional ventilation or exhaust may be required to maintain air concentrations below recommended exposure limits.

Personal Protective Equipment:

HMIS PP, B | Safety Glasses, Gloves

Exposure Limits: None established

Respiratory Protection: Use NIOSH/ MSHA approved respirator with a combination organic vapor and high efficiency filter cartridge if recommended exposure limit is exceeded. Use self-contained breathing apparatus for entry into confined space, for other poorly ventilated areas and for large spill clean-up sites.

Protective Gloves: Use good industrial hygiene practices to avoid skin contact. If contact with the material may occur, wear chemically protective gloves.

Eye Protection: Safety glasses.

Clothing Recommendation: No special clothing requirement.

9

PHYSICAL AND CHEMICAL PROPERTIES**Appearance:**

Physical State: Liquid
Odor Threshold: Not determined.
Spec Grav./Density: 1.17-1.19 g/ml
Boiling Point: >212F
Flammability: Not Determined
pH: 8-9

Odor: Mild Latex Odor
Solubility: Dispersible.
Flash Point: Not Determined
VOC: Not determined.
Auto-Ignition Temp: Not Determined.
UFL/LFL: Not determined

Percent Solids: 38%-56% by weight



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10 STABILITY AND REACTIVITY

Chemical Stability: Stable.

Conditions to Avoid: Do not freeze.

Materials to Avoid: Acids. Strong oxidizing agents.

Hazardous Decomposition: Burning organic pigments may emit noxious fumes which may include carbon monoxide, carbon dioxide, nitrous oxides, or other toxic compounds.

Hazardous Polymerization: Will not occur

11 TOXICOLOGICAL INFORMATION

Oral In rat for LD50 is > 5000mg/kg

12 ECOLOGICAL INFORMATION

--Environmental Toxicity--
No available data

13 DISPOSAL CONSIDERATIONS

Waste Disposal: This material, if discarded, is not a hazardous waste under RCRA Regulation 40 CFR 261. Treatment, storage, transportation, and disposal must be in accordance with applicable Federal, State, and Local regulations.

14 TRANSPORT INFORMATION

Product is not DOT regulated. Non Hazardous

15 REGULATORY INFORMATION

Component (CAS#) [%] - CODES

Water (7732-18-5) [40-60%] TSCA

C.I. Pigment Green 7 (1328-53-6) [n/a%] TSCA

2-Propenoic acid, 2-methyl-, polymer with butyl 2-propenoate and ethenylbenzene (25036-16-2) [n/a%] TSCA

Regulatory CODE Descriptions

TSCA = Toxic Substances Control Act

Component (CAS#) [%] - CODES

.alpha.-Costene (0) [40-55%]

Water (7732-18-5) [45-60%] TSCA

Regulatory CODE Descriptions

RQ = Reportable Quantity

TSCA = Toxic Substances Control Act



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SDS Number: GURU050720

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OTHER INFORMATION

Disclaimer:

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

This information only describes safety measures and no liability may arise from the use or application of the product described herein. This information is given in good faith and based on our current knowledge of the product.

Revision Date: 5/7/2020

GURU[®]turf Pigment SouthWest

SDS Number: GURU050720

Revision Date: 5/7/2020

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PRODUCT AND COMPANY IDENTIFICATION**Manufacturer**

McTron Technologies
23 Exchange Street
Greenville, SC 29605

Contact: Andrew McDaniel
Phone: 864-729-4009
Fax: 864-729-4008
Email: amcdaniel@mctron.com
Web: <http://www.mctron.com/>
Emergency: 800-424-9300

Product Identifier: GURU[®]turf Pigment SouthWest
Synonyms: Pigment Dispersion
Common Name: Mixture
SDS Number: GURU050720
Revision Date: 5/7/2020
Version: 1.0
Chemical Family: Pigment Dyestuff

Emergency Contact Information:
CHEMTREC - 800-424-9300

Harmonized Tariff Schedule 3903.90.5000

GURUTM Pigment SouthWest

SDS Number: GURU050720

Revision Date: 5/7/2020

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2

HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):

Health, Serious Eye Damage/Eye Irritation, 2 B

Health, Skin sensitization, 1 B

GHS Label Elements, Including Precautionary Statements

GHS Signal Word: WARNING

GHS Hazard Pictograms:



GHS Hazard Statements:

H320 - Causes eye irritation

H317 - May cause an allergic skin reaction

GHS Precautionary Statements:

P101 - If medical advice is needed, have product container or label at hand.

P102 - Keep out of reach of children.

P103 - Read label before use.

P264 - Wash ... thoroughly after handling.

P270 - Do not eat, drink or smoke when using this product.

Hazards not Otherwise Classified (HNOC) or not Covered by GHS

Route of Entry:

Skin;

Eyes;

Ingestion;

Skin Contact:

May cause allergic skin reaction.

Eye Contact:

May cause irritation.

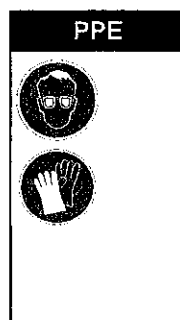
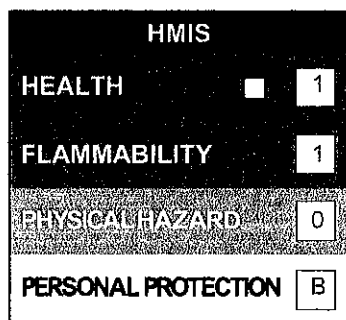
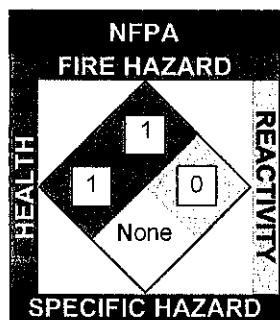
Ingestion:

For Industrial use only, not for human consumption. Rinse mouth. Get medical attention if symptoms occur.

NFPA: Health = 1, Fire = 1, Reactivity = 0, Specific Hazard = None

HMIS III: Health = 1, Fire = 1, Physical Hazard = 0

HMIS PPE: B - Safety Glasses, Gloves





GURU turf Pigment SouthWest

SDS Number: GURU050720

Revision Date: 5/7/2020

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3

COMPOSITION/INFORMATION OF INGREDIENTS**Hazardous Ingredients:**

This Material contains no ingredients requiring disclosure under regulatory hazard criteria for this jurisdiction. See Section 11 for additional details.

Chemical Ingredients		
CAS#	%	Chemical Name
7732-18-5	40-60%	Water
1328-53-6	5-10%	Aqueous Pigment Dispersion
25036-16-2	4-8%	Styrene Acrylic Copolymer

Remaining components are proprietary, non-hazardous in accordance with paragraph (d) of 29 CFR 1910.1200, and/or present at amounts below reportable limits. Specific chemical identity has been withheld as a trade secret per paragraph(i) of 29 CFR 1910.1200, and will be made available to health professionals in accordance with applicable provisions of paragraph.

4

FIRST AID MEASURES

Skin Contact: Wash with soap and water. If skin irritation occurs, get medical attention.

Eye Contact: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists, get medical attention.

Ingestion: Rinse mouth thoroughly. Treat symptomatically. Get medical attention. Do not induce vomiting.

First Aid Measures:

Ingestion: If ingested, seek medical assistance immediately.

Inhalation: If inhaled seek medical assistance immediately.

Skin contact: Wash thoroughly with soap and water for 15 minutes. If skin irritation occurs seek medical attention.

Eye contact: Flush with running water for at least 5 minutes, occasionally lifting the upper and lower eyelids. seek prompt medical attention if irritation occurs.

5

FIRE FIGHTING MEASURES

Flammability: 1

Flash Point: >200F

Extinguishing Media: dry chemical, foam, water spray. CO2 may be ineffective on large fires.

Firefighting Procedures: Wear full protective firegear including self-containing breathing apparatus operated in the positive pressure mode with full facepiece, coat, pants, gloves and boots. Water may cause splattering.

Unusual Fire & Explosion Hazards: Material will not burn until water has been evaporated. Container may rupture on heating. See section 10 for additional information.

Additional information (precautions): Decomposition can lead to release of irritating gases and vapors. Avoid inhaling gases, fumes, dust, mist, vapor, and aerosols. Avoid contact with skin, eyes, and clothing.

6

ACCIDENTAL RELEASE MEASURES**Spill Response Procedures**

Personal Protective Equipment must be worn, see Personal Protection Section for PPE recommendations. Take precautions to avoid release to the environment. Ventilate area if spilled in confined space or other poorly ventilated areas. Prevent entry into sewers and waterways, dispose of in accordance with all federal, state and local environmental regulations. Spilled liquid

GURU[®]turf Pigment SouthWest

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and dried film are slippery. Use care to avoid falls. Pick up free liquid for recycle and/or disposal. Residual liquid can be absorbed on inert material.

7

HANDLING AND STORAGE**Handling Precautions:**

Keep containers closed when not in use. Do not discharge into drains or the environment, dispose to an authorized waste collection point. Use appropriate containment to avoid environmental contamination. Avoid eye contact. Avoid repeated or prolonged skin contact. When handling, do not eat, drink, or smoke. Avoid drinking, tasting, swallowing or ingesting this product. Stir well before use. Avoid breathing dust, fume, gas, mist, vapors, or spray. Minimize contact with air to reduce contamination with mold, fungus, or other organisms which could cause decomposition or spoilage. Wash thoroughly after handling. Empty container contains product residue which may exhibit hazards of product. Dispose of packaging or containers in accordance with local, regional, national and international regulations.

Storage Requirements:

Take precautions to avoid release to the environment. Keep from freezing. Keep container closed when not in use. Do not store in open, unlabeled or mislabeled containers. See section 10 for incompatible materials.

8

EXPOSURE CONTROLS/PERSONAL PROTECTION**Engineering Controls:**

Use material in well ventilated area only. Additional ventilation or exhaust may be required to maintain air concentrations below recommended exposure limits.

Personal Protective Equipment:

HMIS PP, B | Safety Glasses, Gloves

Exposure Limits: None established

Respiratory Protection: Use NIOSH/ MSHA approved respirator with a combination organic vapor and high efficiency filter cartridge if recommended exposure limit is exceeded. Use self-contained breathing apparatus for entry into confined space, for other poorly ventilated areas and for large spill clean-up sites.

Protective Gloves: Use good industrial hygiene practices to avoid skin contact. If contact with the material may occur, wear chemically protective gloves.

Eye Protection: Safety glasses.

Clothing Recommendation: No special clothing requirement.

9

PHYSICAL AND CHEMICAL PROPERTIES**Appearance:**

Physical State: Liquid
Odor Threshold: Not determined.
Spec Grav./Density: 1.17-1.19 g/ml
Boiling Point: >212F
Flammability: Not Determined
pH: 8-9

Odor: Mild Latex Odor
Solubility: Dispersible.
Flash Point: Not Determined
VOC: Not determined.
Auto-Ignition Temp: Not Determined.
UFL/LFL: Not determined

Percent Solids: 38%-56% by weight



GURU turf Pigment SouthWest

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10 STABILITY AND REACTIVITY

Chemical Stability: Stable.

Conditions to Avoid: Do not freeze.

Materials to Avoid: Acids. Strong oxidizing agents.

Hazardous Decomposition: Burning organic pigments may emit noxious fumes which may include carbon monoxide, carbon dioxide, nitrous oxides, or other toxic compounds.

Hazardous Polymerization: Will not occur

11 TOXICOLOGICAL INFORMATION

Oral In rat for LD50 is > 5000mg/kg

12 ECOLOGICAL INFORMATION

--Environmental Toxicity--
No available data

13 DISPOSAL CONSIDERATIONS

Waste Disposal: This material, if discarded, is not a hazardous waste under RCRA Regulation 40 CFR 261. Treatment, storage, transportation, and disposal must be in accordance with applicable Federal, State, and Local regulations.

14 TRANSPORT INFORMATION

Product is not DOT regulated. Non Hazardous

15 REGULATORY INFORMATION

Component (CAS#) [%] - CODES

Water (7732-18-5) [40-60%] TSCA

C.I. Pigment Green 7 (1328-53-6) [n/a%] TSCA

2-Propenoic acid, 2-methyl-, polymer with butyl 2-propenoate and ethenylbenzene (25036-16-2) [n/a%] TSCA

Regulatory CODE Descriptions

TSCA = Toxic Substances Control Act

Component (CAS#) [%] - CODES

.alpha.-Costene (0) [40-55%]

Water (7732-18-5) [45-60%] TSCA

Regulatory CODE Descriptions

RQ = Reportable Quantity

TSCA = Toxic Substances Control Act

GURU[®]turf Pigment SouthWest

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OTHER INFORMATION

Disclaimer:

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

This information only describes safety measures and no liability may arise from the use or application of the product described herein. This information is given in good faith and based on our current knowledge of the product.

Revision Date: 5/7/2020



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000181

MA Version: 1

Page: 11 of 12

Description: Fertilizers & Soil Conditioners

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: STEPHEN ROMERO
	Phone: 5207243021
	Email: stephen.romero@pima.gov

T E R M S	Initiation Date: 08-08-2022
	Expiration Date: 08-07-2023
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	Southwest Turf Support, LLC	Contact: Chad Lewis
	PO BOX 72866	Phone: 602-725-1119
	Phoenix AZ 85050	Email: chad.swts@gmail.com
		Terms: 0.00 %
		Days: 30

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 \$608,000.00 (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: 22000000000000000181

MA Version: 1

Page: 12 of 12

Line	Description					
1	Calphlex, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$137.50			
2	Maxiplex, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$105.00			
3	Pervade, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$127.50			
4	High Five, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$227.50			
5	Per4max, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$222.50			
6	Knife Plus, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$145.00			
7	Fights On, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$160.00			
8	Calspra Mg, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$110.00			
9	Guru SW Turf Pigment, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$500.00			
10	Guru Timber Turf Paint, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$175.00			



PIMA COUNTY PROCUREMENT DEPARTMENT
150 W CONGRESS ST., 5th FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484

Terri Spencer
Procurement Director

May 2, 2022

AMENDMENT NO. 01

SOLICITATION NO. IFB-PO-2200085, FERTILIZERS & SOIL CONDITIONERS

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

SOLICITATION DUE DATE:

Solicitation Due Date & Time remain unchanged:
May 16, 2022 at or before 10:00 AM Local Tucson, AZ Time (MST).

CHANGES AND/OR ADDITIONS:

- Offer Agreement (15 pages) is replaced in its entirety with Offer Agreement, Amendment No. 1 (15 pages) attached to this document.
- **SECTION 8- COMPENSATION & PAYMENT: Unit Prices:** Added Lines 47-56: Description and Estimated Annual Usage Quantity.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments and all amended pages may be cause for rejection.

This Amendment is a total of sixteen (16) pages.

If any questions, please contact me via e-mail at Stephen.Romero@pima.gov.

/s/ Stephen Romero

Stephen Romero, Procurement Officer

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Fertilizers & Soil Conditioners for athletic fields, parks, and landscaped areas, on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). Pima County's intent is to award multiple contractors.

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 Fertilizers & Soil Conditioners for a minimum of three (3) consecutive years including current year. Submit a Copy of Business Licenses.	<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. Submit a Copy of current Arizona Dept. of Agriculture Seller's Permit.	<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.
- 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.

Non - Transferable

Arizona Department of Agriculture

Environmental Services Division
1688 W. Adams, Phoenix, Arizona 85007
(602) 542-6944

Permit No. **PSP 532**
Effective **01/01/2021**
Expires **12/31/2022**

The Arizona Department of Agriculture Certifies that a

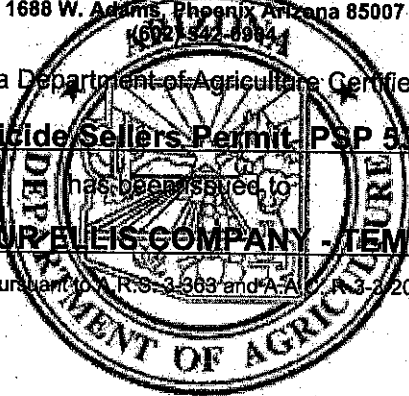
Pesticide Sellers Permit, PSP 532

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



ARIZONA DEPARTMENT OF REVENUE
LICENSE & REGISTRATION SECTION

1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

MUST BE
DISPLAYED IN A
CONSPICUOUS PLACE

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 CAN 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, WHEN 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 FERRI, CONTROLLER
PO BOX 1286
FRESNO

CA 937151286

07-609307-M

ALL communications
and Reports MUST
REFER to this
LICENSE NO.

017 BUSINESS CODE

03-27-1945 EFFECTIVE DATE

(DBA) WILBUR ELLIS CO
1741 S HOLBROOK LN
TEMPE

AZ 85281

(A)

09-17-2003

PRINT DATE

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	ESTIMATE D ANNUAL USAGE QUANTITY	UO M	UNIT PRICE \$	EXTENDED AMOUNT \$
1	15MG Magnfic Mag Nitrate 42X50LB	2	PLT	NB	
2	18-0-4 with Barricade, 50 lb. bag	500	Bag	37.50	18750.00
3	21-0-0 AM SUL STD, 50 lb. bag	600	Bag	25.00	15000.00
4	46-0-0 Prilled Urea, 50 lb. bag	100	Bag	39.10	3910.00
5	5-3-2 GROGANIC STANDARD <i>EW 3-4-3</i>	200	Lbs.	13.75	4750.00
6	6-24-24 Misc. Fertilizing Compound, 50 lb. bag	150	Bag	36.46	5469.00
7	9-9-9 Super Iron Plant Food w/ 11% Iron, 50 lb. bag	834	Bag	33.13	27630.42
8	Ammonium Sulfate Granular, 50 lb. bag	960	Bag	25.00	24000.00
9	Bio-Solids 5-6-0, 1,000lbs/tote	30	Tote	800.00	24000.00
10	Brexil Multi, 2 lb. bag <i>5 lb bag</i>	80	Bag	35.00	2800.00
11	Calcium Sulfate (Gypsum) Pelletized, 50 lb. bag	750	Bag	13.75	10312.50
12	CoRoN 18-3-6 Plus 0.5% fe Liquid Fertilizer, 2.5 Gal. jug	58	Jug	NB	NB
13	ELE MAX Turf Nectar Rate 1.5 per Acre, 2.5 lb. jug	64	Jug	23.33	3413.12
14	Fert 16-20-0, 50 lb. bag	250	Bag	27.00	6750.00
15	Fertilizer Starter 6-20-20 with 5% fe and hh, 50 lb. bag	870	Bag	28.99	25221.30
16	FERTITECH 32-2-8 REG, 50 lb. bag	200	Bag	34.75	6950.00
17	Gypsum Diamond K 97 SOL Grade (field lining), 50 lb. bag	900	Bag	6.00	5400.00
18	Helena 19-1-6, 2.5 Gal. jug	50	Jug	58.33	2916.50
19	Hilltopper Pro Mound/Plate Clay, 50 lb. bag	1500	Bag	NB	NB
20	Hydra Hume rate 1.5 gal per acre, 2.5 lb. jug	70	Jug	65.03	4552.16
21	IRON SEQUESTAR 6% EDDHA 8X5lb, 5 lb. bag	100	Bag	35.00	3500.00
22	Kickstand RTU, Rate 88 ounces per acre, 2.5 Gal. jug	40	Jug	84.00	3360.00
23	Kmag standard, 50 lb. bag	120	Bag	NB	NB
24	Link Fourtplex, 2.5 Gal. jug	50	Jug	158.10	7905.00
25	MAGNESIUM SULFAE 9.6%, 50 lb. bag	700	Bag	31.10	21770.00
26	Musketeer Turf Growth Regulator, 2.5 Gal. jug	34	Jug	854.75	29062.52
27	Neutra sol-tank cleaner, 1 Gal. jug <i>2.5 lb jug</i>	360	Jug	119.16	42897.60
28	Nitro Verde 24-3-3, 50 lb. bag	810	Bag	25.00	20250.00
29	Nucleus 0-0-21, 5 Gal. Pail <i>Kilo 0-0-21</i>	83	Pail	72.10	5984.30
30	NUTRITE 25-3-11 UREA, 50 lb. bag <i>25-3-10</i>	150	Bag	34.75	5212.50
31	OSMOCOTE 19-5-8 + MINORS 901316 50#	200	Lbs.	1.87	374.00
32	PLUS 5	1000	Lbs.	NB	NB
33	Podium, 1 Gal. jug	5	Jug	141.21	706.05
34	PROMATE 4-2-2 (HAE), 50 lb. bag <i>3-4-3 Granules</i>	200	Bag	23.75	4750.00
35	Puric Salute, 2.5 Gal. jug	188	Jug	65.03	12225.64
36	Receptor Growth Regulator, 2.5 Gal. jug <i>ADVANTAGE</i>	4	Jug	462.50	1850.00
37	Renova (3-0-8) Liquid Fertilizer, 2.5 Gal. jug	25	Jug	158.10	3952.50
38	Reservoir DG, 50 lb. bag	250	Bag	173.80	43450.00
39	SensiPro Green Links XFW, 2.5 gal jug	110	Jug	157.05	17275.50
40	SULFATE OF POTASH, 50 lb. bag	250	Bag	28.13	7032.50
41	SULFUR 90% PASTILLE, 50 lb. bag	200	Bag	20.13	4026.00
42	Tracite 20-20-20 Fertilizer with Micronutrients, 25 lb. bag	500	Bag	57.50	28750.00
43	Turf Nectar, 2.5 Gal. jug	50	Jug	33.33	2941.50
44	Turf Royale Fertilizer 21-7-14, 50 lb. bag	932	Bag	35.28	32880.96
45	TurfGro GHS FT 6-20-20 Prostarter, 50 lb. bag	870	Bag	28.99	25221.30
46	Watersolv Curative AG, 250 Gal. tote <i>(265 gal tote)</i>	1060	Tote	37.45	34980.00
47	Calphlex, 2.5 Gal. Jug	16	Jug	NB	NB
48	Maxiplex, 2.5 Gal. Jug	16	Jug	NB	NB
49	Pervade, 2.5 Gal. Jug	16	Jug	NB	NB
50	High Five, 2.5 Gal. Jug	20	Jug	NB	NB
51	Per4max, 2.5 Gal. Jug	20	Jug	NB	NB
52	Knife Plus, 2.5 Gal. Jug	16	Jug	NB	NB

53	Fights On, 2.5 Gal. Jug	16	Jug	NB	NB
54	Calspra Mg, 2.5 Gal. Jug	16	Jug	NB	NB
55	Guru SW Turf Pigment, 2.5 Gal. Jug	20	Jug	NB	NB
56	Guru Timber Turf Paint, 2.5 Gal. Jug	40	Jug	NB	NB
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID	55,932.81

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.

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. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount \%}) = \text{Discounted Unit Price}$. 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 0 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.

- Deliveries: Monday through Friday, 7:00AM to 3:30PM only. (Pima County facilities are closed on all major holidays).
- Contractor must be able to provide ordered products within four (4) weeks' time.
- 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 according to above guidelines. 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-2200085, 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
01	5-22-22				

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" Yes ☐ No ☒
section?

(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 THE PAGE INTENTIONALLY LEFT BLANK**

15. BID/OFFER CERTIFICATION:CONTRACTOR LEGAL NAME: Wilbur E. Lewis Co

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 1741 S HOEBROOK LANECITY/STATE/ZIP: Tempe AZ 85281REMIT TO ADDRESS: 1741 S HOEBROOK LANECITY/STATE/ZIP: Tempe AZ 85281CONTACT PERSON NAME/TITLE: Phil HemminghausPHONE: 480-921-8500 FAX: 480-921-8501CONTACT PERSON EMAIL ADDRESS: phemminghaus@wilburlewis.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: _____

CORPORATE HEADQUARTERS ADDRESS: 345 CALIFORNIA ST. 27 FLOOR SAN FRANCISCO CA 94104WEBSITE: WilburELewis.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: [Signature] DATE: 5-10-22PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER
Phil HemminghausPHONE AND EMAIL: 480-466-5974 phemminghaus@wilburlewis.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



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000181

MA Version: 1

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Description: Fertilizers & Soil Conditioners

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>
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T E R M S	<p>Initiation Date: 08-08-2022 Expiration Date: 08-07-2023</p> <table><tr><td>NTE Amount:</td></tr><tr><td>Used Amount: \$0.00</td></tr></table>	NTE Amount:	Used Amount: \$0.00
NTE Amount:			
Used Amount: \$0.00			

V E N D O R	<p>Wilbur Ellis Company LLC 1741 S Holbrook Lane Tempe AZ 85281</p> <p>Contact: Mark Hensley Phone: 480-416-8984 Email: mhensley@wilburellis.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 \$608,000.00 (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

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Line	Description					
1	18-0-4 with Barricade, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$37.50			
2	18-0-4 with Barricade, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$25.00			
3	46-0-0 Prilled Urea, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$39.10			
4	5-3-2 Groganic Standard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LB	\$23.75			
5	6-24-24 Misc. Fertilizing Compound, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$36.46			
6	9-9-9 Super Iron Plant Food w/ 11% Iron, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$33.13			
7	Ammonium Sulfate Granular, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$25.00			
8	Bio-Solids 5-6-0, 1,000lbs/Tote					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TOTE	\$800.00			
9	Brexil Multi, 2 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$35.00			
10	Calcium Sulfate (Gypsum) Pelletized, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$13.75			
11	ELE MAX Turf Nectar Rate 1.5 per Acre, 2.5 lb. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$53.33			
12	Fert 16-20-0, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$27.00			
13	Fertilizer Starter 6-20-20 with 5% fe and hh, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.99			
14	FERTITECH 32-2-8 REG, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$34.75			
15	Gypsum Diamond K 97 SOL Grade (field lining), 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$6.00			
16	Helena 19-1-6, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$58.33			
17	Hydra Hume rate 1.5 gal per acre, 2.5 lb. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$65.03			
18	IRON SEQUESTAR 6% EDDHA 8X5lb, 5 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$35.00			
19	Kickstand RTU, Rate 88 ounces per acre, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$84.00			



MASTER AGREEMENT DETAILS

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Line	Description					
20	Link Fourtipleplex, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$158.10			
21	MAGNESIUM SULFAE 9.6%, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$31.10			
22	Musketeer Turf Growth Regulator, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$854.78			
23	Neutra Sol-Tank Cleaner, 1 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$119.16			
24	Nitro Verde 24-3-3, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$25.00			
25	Nucleus 0-0-21, 5 Gal. Pail					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	PAIL	\$72.10			
26	NUTRITE 25-3-11 UREA, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$34.75			
27	OSMOCOTE 19-5-8 + MINORS 901316 50#					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LB	\$1.87			
28	Podium, 1 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$141.21			
29	PROMATE 4-2-2 (HAE), 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$23.75			
30	Puric Salute, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$65.03			
31	Receptor Growth Regulator, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$462.50			
32	Renova (3-0-8) Liquid Fertilizer, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$158.10			
33	Reservoir DG, 50.lb Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$173.80			
34	SensiPro Green Links XFW, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$157.05			
35	SULFATE OF POTASH, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.13			
36	SULFUR 90% PASTILLE, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$20.13			
37	Tracite 20-20-20 Fertilizer with Micronutrients, 25 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$57.50			
38	Turf Nectar, 2.5 Gal. Jug					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	JUG	\$53.33			



MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000181

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Line	Description					
39	Turf Royale Fertilizer 21-7-14, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$35.28			
40	TurfGro GHS FT 6-20-20 Prostarter, 50 lb. Bag					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BAG	\$28.99			
41	Watersolv Curative AG, 250 Gal. Tote					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TOTE	\$8,745.00			