

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Service
Weed Control and Fertilization Services, County Corrections
Quote No. 5866**

**TruGreen L.P. (TruGreen)
4141 N. 27th Street
Lincoln, NE 68521
(402) 477-0303**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **TruGreen L.P. (TruGreen), 4141 N. 27th Street, Lincoln, NE 68521**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Weed Control and Fertilization Services, County Corrections, Quote No. 5866

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The cost of products or services for County agencies shall not exceed \$4,842.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Insurance Certificate with Endorsements
 4. Special Provisions
 5. Specifications
 6. Map of Area
 7. Instructions to Bidders
 8. Insurance Requirements
 9. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

CONTRACT
Annual Service
Weed Control and Fertilization Services, County Corrections
Quote No. 5866
Lancaster County
TruGreen L.P. (TruGreen)

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

TruGreen
Name of Corporation

4141 N. 27th ST
Address

By: [Signature]
Duly Authorized Official

Business development representative
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**CONTRACT
Annual Service
Weed Control and Fertilization Services, County Corrections
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Lancaster County
TruGreen L.P. (TruGreen)**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Lancaster County Corrections 3801 West O Street Lincoln, NE 68528
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428 x				
Fax	(402) 441-6513 x				
Bid Number	5866	Department		Department	
Title	Weed Control and Fertilization Services, County Corrections	Building	Suite 200	Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	5/18/2018 09:00 AM (CT)	Telephone	(402) 441-7428 x	Telephone	
Close Date	5/23/2018 09:00:00 AM (CT)	Fax	(402) 441-6513 x	Fax	
		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company TruGreen L.P. (TruGreen)
 Address 4141 N 27th St
 Lincoln, NE 68521
 Contact
 Department
 Building
 Floor/Room
 Telephone (402) 477-0303
 Fax (402) 477-5346
 Email
 Submitted 5/22/2018 11:35:24 AM (CT)
 Total \$2,882.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Adam D Perry

Email Adamperry@trugreenmail.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Chemicals	Please attach your list of chemicals/fertilization to be used and MSDS Sheets in the Vendor Response Attachment Section of the E-bid.	see attachments
6	Contact	Name of person submitting this bid:	Adam Perry
7	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Term Clause of Contract	<p>I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____</p> <p>(b) Are your bid prices subject to escalation/de-escalation YES or NO _____</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p>	a) YES b)NO c)2020

- | | | | |
|----|--------------------------------|---|-----|
| 11 | U.S. Citizenship Attestation | <p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
 http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p> | NO |
| 12 | Tax Exempt Certification Forms | <p>Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)</p> | Yes |
| 13 | Electronic Signature | <p>Please check here for your electronic signature.</p> | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	5 Step Fertilizer and Weed Control for Orange Area	\$490.00
Item Notes: Vendor must give detailed information on what service will be provided for the price listed above. Information may be attached on company letterhead to Response Attachments section of ebid or in Supplier Notes on ebid response.				
Supplier Notes: This price includes a granular phosphorus free fertilizer and broadleaf weed control with each visit and the \$490 is a per application price				
2	1	EA	Bag Worm and/or Grub Control - Optional Service Upon Request	\$612.00
Item Notes: Vendor must give detailed information on what service will be provided for the price listed above. Information shall be attached on company letterhead to Response Attachments section of ebid or in Supplier Notes on ebid response.				
Supplier Notes: This application price is for grub control on the Orange indicated areas approx. 3.48 acres of turf If the application is for bagworm control the price would be \$550 same as the fertilizer applications for the purple indicated areas				
3	2	EA	Weed Control for Blue Area	\$340.00
Item Notes: Unit price is per each application Vendor must give detailed information on what service will be provided for the price listed above. Information may be attached on company letterhead to Response Attachments section of ebid or in Supplier Notes on ebid response.				
Supplier Notes: This price includes a total blanket application of broadleaf herbicide for the entire area				
4	2	EA	Fertilizer for Purple Planting Bed	\$550.00
Item Notes: Unit price is per each application Vendor must give detailed information on what service will be provided for the price listed above. Information may be attached on company letterhead to Response Attachments section of ebid or in Supplier Notes on ebid response.				
Supplier Notes: This price includes a deep root fertilizer injection below the surface to each individual plant to maximize plant uptake				
Response Total:				\$2,882.00

U.S. Transport Summary: Not regulated by the U.S. D.O.T. as a hazardous material.**1. PRODUCT AND COMPANY IDENTIFICATION****PRODUCT IDENTITY:** THRIVE Solutions 17-00-05, Urea Base NPK Fertilizer**PRODUCT ID #:** LB170005UB**COMMON NAME:** 17-00-05, NPK Fertilizer Solution**CHEMICAL DESCRIPTION:** Inorganic/Organic N-P-K fertilizer solution**RECOMMENDED USE:** Fertilizer - See product label for recommended uses and use rates.**PRODUCT RESTRICTIONS:** See product label for any restrictions on the use of this product.**EPA REGISTRATION #:** Exempt**MANUFACTURER:**

MEARS FERTILIZER, INC.

P.O. Box 1271

629 North Industrial Road

El Dorado, KS 67042

**FOR EMERGENCIES, SPILL, LEAK, FIRE, EXPOSURE,
OR ACCIDENT, CALL:
CHEMTREC 1-800-424-9300 (24 hours)****CAS#:** Mixture**PRODUCT SDS #:** SDS LB170005UB**ISSUE DATE:** May 30, 2015**REVISION DATE:** New**VERSION NO.** 01**NON-EMERGENCY BUSINESS INQUIRIES:**8:00 a.m. - 5:00 p.m. (CST) Monday - Friday

Mears Fertilizer, Inc.: (316) 321-3674 or

Toll Free: (800) 345-9143

2. HAZARDS IDENTIFICATION**EMERGENCY OVERVIEW:** May cause serious eye irritation. May cause skin irritation after prolonged exposure.**POTENTIAL HEALTH EFFECTS -****Eyes:** May cause eye irritation on direct contact.**Skin:** Prolonged exposure may cause skin irritation.**Inhalation:** In high concentrations, vapors may be irritating to the respiratory system.**Ingestion:** May be harmful if swallowed.**Pre-existing Conditions:** Pre-existing conditions may be aggravated by exposure.**Chronic Health Effects:** None known.**CARCINOGENICITY:** NTP: Not Listed

IARC: Not Listed

OSHA: Not Listed

PHYSICAL HAZARDS: Not classified**HEALTH HAZARDS:** Not classified**OSHA DEFINED HAZARDS:** Eye Irritation \ Skin Irritation - Category 2A**LABEL ELEMENTS -****Hazard Symbol:****Signal Word:** WARNING**Hazard Statement:** Causes serious eye irritation.**% OF PRODUCT WITH UNKNOWN TOXICITY:** 0.00%**PRECAUTIONARY STATEMENTS -****Prevention:** Wash hands thoroughly after handling. Wear eye and face protection. Do not breathe vapors.**Response:** If in eyes: Rinse cautiously with water for 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention. Get medical attention if you feel unwell.**Storage:** See Section 7 for storage information.

Disposal: Dispose of contents/container in accordance with Federal, state and local regulations.

HAZARD(S) NOT OTHERWISE CLASSIFIED: Not classified

SUPPLEMENTAL INFORMATION: Not applicable

3. COMPOSITION / INFORMATION ON INGREDIENTS

MIXTURE\SUBSTANCE

<u>Chemical Name</u>	<u>% Weight</u>	<u>CAS Reg. #</u>
Urea	35.9 - 37.9%	57-13-6
Muriate of Potash	7.5 - 9.5%	7447-40-7
Water	54.0 - 56.0%	7732-18-5

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section. Other ingredients not specifically listed are considered non-hazardous and are confidential business information under 29 CFR 1910.1200(I).

See Section 8 for exposure limits.

4. FIRST AID MEASURES

- IF IN EYES:** Do not rub eyes. Flush eyes immediately and thoroughly with running water for 15 minutes. Lift eyelids to facilitate irrigation. If present, remove contact lenses after 5 minutes and continue rinsing. If irritation persists, get medical attention.
- IF ON SKIN OR CLOTHING:** Remove contaminated clothing and wash before re-using. Wash skin with soap and water. Get medical attention if irritation persists.
- IF SWALLOWED:** Call a poison control center or doctor immediately for treatment advice. Rinse mouth. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
- IF INHALED:** Move person to fresh air and assist breathing as needed. Seek medical attention if irritation occurs.
- NOTES TO PHYSICIAN:** Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Patient treatment should be based on sound judgment of the physician and the individual reactions of the patient.

5. FIRE FIGHTING MEASURES

- EXTINGUISHING MEDIA:** Use extinguishing media appropriate for surrounding fire.
- SPECIAL FIRE FIGHTING PROCEDURES:** Wear NIOSHA/MSHA approved self-contained breathing apparatus and full protective gear. Dike area to prevent runoff and contamination of water sources. Dispose of fire control water later. Avoid breathing vapors; keep upwind. Use water spray to cool unopened containers.
- HAZARDOUS COMBUSTION PRODUCTS:** Heating to extreme temperatures may causes release of ammonia vapors. Heating to dryness may cause the release of ammonia and oxides of nitrogen.
- UNUSUAL FIRE AND EXPLOSION HAZARDS:** Product is not explosive. Heating of closed or sealed containers may cause a violent rupture of the container due to thermal expansion of compressed gases.

6. ACCIDENTAL RELEASE MEASURES

- PERSONAL PRECAUTIONS:** Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during cleanup. For personal protection see Section 8. Avoid contact with skin and eyes. Ensure adequate ventilation.
- ENVIRONMENTAL PRECAUTIONS:** Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).
- METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP -**
 - Small Spill:** Stop leak if without risk. Move containers from spill area. Confine and absorb small releases with sand, earth, or other inert material. Shovel up absorbed material and place in drums for disposal as a chemical waste or recycle as a fertilizer as the original product was intended. Clean surface thoroughly for residual contamination. For waste disposal see Section 13.
 - Large Spill:** Stop leak if without risk. Prevent entry into sewers, water courses, basements or confined areas by diking area with sand or earth. Recover as much of the spilled product as possible using portable pump

and hoses. Use as originally intended or dispose of as a chemical waste. Treat remaining material as a small release (above).

GENERAL CAUTION: Spill area may be quite slippery.

7. HANDLING AND STORAGE

HANDLING: Avoid contact with eyes/skin. Use only outdoors or in a well ventilated area. Avoid prolonged or repeated breathing of vapors/spray. Immediately clean up spills that occur during handling. Keep containers closed when not in use. Practice good hygiene after using this material, especially before eating, drinking, smoking, using the toilet, or applying cosmetics.

STORAGE: Store in a cool, dry area away from children, combustibles, feed, and food products. Keep out of direct sunlight. Store away from incompatible materials. Do not re-use empty containers. Protect from exposure to fire conditions. Keep out of reach of children.

MINIMUM STORAGE TEMP: Not known.

OTHER PRECAUTIONS: Consult Federal, state and local laws and regulations pertaining to storage.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

OCCUPATIONAL EXPOSURE LIMITS: No exposure limits noted for ingredients(s).

RESPIRATORY PROTECTION: None generally required. If conditions exist where a mist is generated, a NIOSH/MSHA approved mist respirator should be worn.

ENGINEERING CONTROLS: Use adequate exhaust ventilation to prevent inhalation of product vapors. Maintain eye wash/safety shower in areas where product is handled.

PERSONAL PROTECTION EQUIPMENT -

Eye / Face Protection: Wear goggles or safety glasses. Contact lenses are not eye protective devices. An emergency eyewash or water supply should be readily accessible to the work area.

Skin Protection: Chemical resistant gloves are recommended. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Wear appropriate clothing to prevent repeated or prolonged skin exposure.

Respiratory Protection: If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.

Thermal Hazards: Wear appropriate thermal protective clothing, when necessary.

General Hygiene Considerations: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Never eat, drink, or use tobacco in work areas. Routinely wash work clothing and protective equipment to remove contaminants. Handle in accordance with good industrial hygiene and safety practices.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE -

Physical State:	Liquid	VAPOR PRESSURE:	Not determined
Form:	Clear	VAPOR DENSITY:	Not determined
Color:	Green	VISCOSITY:	Not applicable
ODOR:	Slight ammonia odor	SPECIFIC GRAVITY (H₂O=1):	1.1 to 1.2
ODOR THRESHOLD:	Not determined	DENSITY (lbs/gal):	9.87
pH:	Not determined	PARTITION COEFFICIENT:	Not determined
MELTING POINT/FREEZING POINT:	Not applicable	SOLUBILITY(IES):	Appreciable
INITIAL BOILING POINT/RANGE:	Not applicable	AUTO-IGNITION TEMP:	Not determined
FLASH POINT:	Non-combustible	DECOMPOSITION TEMP:	Not determined
EVAPORATION RATE:	Not applicable	EXPLOSIVE PROPERTIES:	Not applicable
FLAMMABILITY (SOLID, GAS):	Not determined	OXIDIZING PROPERTIES:	Not determined
FLAMMABILITY / EXPOSURE LIMITS -		OTHER INFORMATION -	
Flammability Limit - Lower:	Not determined	Heat of Combustion:	Not determined
Flammability Limit - Upper:	Not determined		

10. STABILITY AND REACTIVITY

REACTIVITY: The product is stable and non-reactive under normal conditions of use, storage and transportation.

CHEMICAL STABILITY: The product is stable under normal conditions of temperature and pressure.

POSSIBILITY OF HAZARDOUS REACTIONS: Under normal conditions of storage and use, hazardous reactions will not occur.

CONDITIONS TO AVOID: Excessive heat. Contact with incompatible materials.

INCOMPATIBLE MATERIALS: Strong oxidizing agents. Bases. Reactive metals. May attack copper, zinc, and their alloys.

HAZARDOUS DECOMPOSITION PRODUCTS: Nitrogen oxides (NOx), Phosphorous oxides (Pox), Ammonia

11. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY -

Eye Effects: Based on component data, moderate irritation is anticipated.

Skin Effects: Based on component data, mild irritation is anticipated.

Acute Inhalation Effects: Based on component data, product is not considered to be acutely toxic via inhalation.

Acute Oral Effects: Based on component data, product is not considered to be acutely toxic via ingestion.

Specific Target Organ Toxicity: None known

CHRONIC TOXICITY -

Chronic Effects:

Carcinogenicity: Not classified

Mutagenicity: Not classified

Teratogenicity: Not classified

Reproductive Toxicity: Not classified

POTENTIAL HEALTH EFFECTS -

Inhalation: In high concentrations, vapors may be irritating to the respiratory system.

Skin: Prolonged exposure may cause skin irritation.

Eyes: May cause eye irritation on direct contact.

Ingestion: May be harmful if swallowed.

12. ECOLOGICAL INFORMATION

ECOTOXICITY SUMMARY: The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. This product is not intended for use in aquatic settings.

ECOTOXICITY DATA -

Fish Acute and Prolonged Toxicity:	Not determined	Aquatic Plant Toxicity:	Not determined
Aquatic Invertebrate Acute Toxicity:	Not determined	Honeybee Toxicity:	Not determined
Bird Acute & Prolonged Toxicity:	Not determined		

PERSISTENCE AND DEGRADABILITY: This product will promote algae growth which may degrade water quality and taste.

BIOACCUMULATIVE POTENTIAL: Not determined

MOBILITY IN SOIL: This product is water soluble and may disperse in soil.

OTHER ADVERSE EFFECTS: No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. DISPOSAL CONSIDERATIONS

WASTE TREATMENT METHODS

PRODUCT -

Methods of Disposal: Dispose of in accordance with applicable Federal, state, and local laws and regulations. Do not allow this material to drain into sewers, drains, or waterways.

PACKAGING -

Methods of Disposal: Ensure all product has been emptied from containers. Dispose of emptied container in accordance with applicable

Federal, state, and local laws and regulations.

RCRA CHARACTERISTICS: It is the responsibility of the individual disposing of this product to determine the RCRA classification and hazard status of the waste.

14. TRANSPORTATION INFORMATION

US DOT: Not regulated by the U.S. Department of Transportation as a hazardous material for ground shipment.
IMDG: Not determined
IATA: Not determined
HAZARD CLASS: None **C.A.S. NUMBER:** Mixture
REPORTABLE QUANTITY: None **D.O.T. NUMBER:** None
LABELS REQUIRED: None **HAZARD WASTE NO:** None
PLACARD: None **EPA REGISTRATION NO:** None

15. REGULATORY INFORMATION

US FEDERAL REGULATIONS: This product meets the criteria of the Federal OSHA Hazard Communication Standard. (29 CFR 1910.1200)

TSCA INVENTORY: All components are listed or exempt from listing on the TSCA Inventory

NFPA HAZARD RATING:

0	Least
1	Slight
2	Moderate
3	High
4	Severe

0	Health
0	Flammability
0	Reactivity

SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA) -

SARS Title III Hazard Categories:

Immediate Hazard	No	Pressure Hazard	No
Delayed Hazard	No	Reactivity Hazard	No
Fire Hazard	No		

SARA 302 EXTREMELY HAZARDOUS SUBSTANCE: No
SARA 311/312 HAZARDOUS CHEMICAL: No
SARA 313 (TRI REPORTING): Not regulated

US OSHA SPECIFICALLY REGULATED SUBSTANCE (29 CFR 1910.1001-1050): Not Listed

CERCLA HAZARDOUS SUBSTANCE LISTED (40 CFR 302.4): This product does not contain chemicals which have a reportable quantity (RQ) under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

OTHER FEDERAL REGULATIONS -

CLEAN AIR ACT (CAA) SECTION 112 -

Hazardous Air Pollutants (HAPs) List: Not Regulated

Accidental Release Prevention (40 CFR 68.130) List: Not Regulated

SAFE DRINKING WATER ACT (SDWA): Not Regulated

FOOD AND DRUG ADMINISTRATION (FDA): Not Regulated

US STATE REGULATIONS -

US CALIFORNIA PROPOSITION 65: This product does not contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

CANADIAN DOMESTIC SUBSTANCES LIST -

WHMIS CLASSIFICATION: WHMIS classification is not determined.

16. OTHER INFORMATION

ISSUE DATE: May 30, 2015

REVISION DATE: New
VERSION NO. 01

NOTICE TO READER

DISCLAIMER AND LIMITATIONS OF LIABILITY:

The information presented herein is based on data considered to be accurate as of the date of preparation of this Safety Data Sheet (SDS) and was prepared pursuant to Government regulation(s) that identify specific types of information to be provided. This SDS may not be used as a commercial specification sheet of manufacturer or seller, and no warranty or representation, expressed or implied, is made as to the accuracy or comprehensiveness of the foregoing data and safety information, nor is any authorization given or implied to practice any patented invention without a license.

Additional information may be needed to evaluate other uses of the product, including use of the product in combination with any materials or in any processes other than those specifically referenced. Information provided herein with respect to any hazards that may be associated with the product is not meant to suggest that use of the product in a given application will necessarily result in any exposure or risk to workers or the general public. No responsibility can be assumed by vendor for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices, or from any hazards inherent in the nature of the product. Purchasers and users assume all risk of use, storage and handling of the product in compliance with applicable federal, state and local laws and regulations. Purchasers and users of the product specifically should advise all of their employees, agents, contractors and customers who will use the product of this SDS.



MERIT® 2F INSECTICIDE

Version 3.0 / USA
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Revision Date: 03/07/2014
Print Date: 01/26/2018

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

Product identifier

Trade name MERIT® 2F INSECTICIDE

Product code (UVP) 06004481

SDS Number 102000015064

EPA Registration No. 432-1312

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

Use Insecticide

Restrictions on use See product label for restrictions.

Information on manufacturer

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

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

Product Information Telephone Number

SDS Information or Request SDSINFO.BCS-NA@bayer.com

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Eye irritation : Category 2B

Signal word Warning

Hazard statements

Causes eye irritation.

Precautionary statements

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.

Other hazards

No other hazards known.



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SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Average % by Weight
Imidacloprid	138261-41-3	21.40
Glycerine	56-81-5	10.00

SECTION 4: FIRST AID MEASURES

Description of first aid measures

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

Most important symptoms and effects, both acute and delayed

Symptoms	To date no symptoms are known.
Indication of any immediate medical attention and special treatment needed	
Treatment	Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended. There is no specific antidote.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media	
Suitable	Water spray, Foam, Carbon dioxide (CO2), Dry chemical
Unsuitable	None known.
Advice for firefighters	
Special protective equipment for fire-fighters	Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.



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Further information	Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.
Flash point	> 93 °C
Autoignition temperature	no data available
Lower explosion limit	no data available
Upper explosion limit	no data available
Explosivity	not applicable
Dust explosion class	Not applicable.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

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

Methods and materials for containment and cleaning up

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

Additional advice Use personal protective equipment. Do not allow to enter soil, waterways or waste water canal.

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

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Handle and open container in a manner as to prevent spillage. Maintain exposure levels below the exposure limit through the use of general and local exhaust ventilation.

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

Conditions for safe storage, including any incompatibilities



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

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Components	CAS-No.	Control parameters	Update	Basis
Imidacloprid	138261-41-3	0.7 mg/m3 (TWA)		OES BCS*
Imidacloprid	138261-41-3	5ug/m3 (AN ESL)	07 2011	TX ESL
Imidacloprid	138261-41-3	50ug/m3 (ST ESL)	07 2011	TX ESL
Glycerine (Total dust.)	56-81-5	15 mg/m3 (PEL)	02 2006	OSHA Z1
Glycerine (Respirable fraction.)	56-81-5	5 mg/m3 (PEL)	02 2006	OSHA Z1
Glycerine (Respirable fraction.)	56-81-5	5 mg/m3 (TWA)	1989	OSHA Z1A
Glycerine (Total dust.)	56-81-5	10 mg/m3 (TWA)	1989	OSHA Z1A
Glycerine (Total dust and mist.)	56-81-5	10 mg/m3 (TWA)	06 2008	TN OEL
Glycerine (Respirable fraction and dust or fume.)	56-81-5	5 mg/m3 (TWA)	06 2008	TN OEL
Glycerine (Particulate.)	56-81-5	50ug/m3 (ST ESL)	02 2013	TX ESL
Glycerine (Particulate.)	56-81-5	5ug/m3 (AN ESL)	02 2013	TX ESL
Glycerine (Vapor.)	56-81-5	100ug/m3 (AN ESL)	02 2013	TX ESL
Glycerine (Vapor.)	56-81-5	1000ug/m3 (ST ESL)	02 2013	TX ESL

*OES BCS: Internal Bayer CropScience "Occupational Exposure Standard"

Exposure controls

Personal protective equipment

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

Respiratory protection

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



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Hand protection	Chemical resistant nitrile rubber gloves
Eye protection	Tightly fitting safety goggles
Skin and body protection	Wear long-sleeved shirt and long pants and shoes plus socks.
General protective measures	Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	white to light beige
Physical State	liquid suspension
Odor	mild
Odour Threshold	no data available
pH	7.5
Vapor Pressure	no data available
Vapor Density (Air = 1)	no data available
Density	1.12 g/cm ³ at 20 °C
Evaporation rate	no data available
Boiling Point	no data available
Melting / Freezing Point	-6.7 °C / 19.9 °F
Water solubility	dispersible
Minimum Ignition Energy	not applicable
Decomposition temperature	no data available
Partition coefficient: n-octanol/water	no data available
Viscosity	350 - 600 mPa.s
Flash point	> 93 °C
Autoignition temperature	no data available
Lower explosion limit	no data available
Upper explosion limit	no data available
Explosivity	not applicable
Dust explosion class	Not applicable.



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SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	no data available
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	freezing
Incompatible materials	no data available
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Ingestion, Skin Absorption, Eye contact, Inhalation
Immediate Effects	
Eye	May cause mild irritation to eyes.
Skin	May cause slight irritation. Harmful if absorbed through skin.
Ingestion	Harmful if swallowed.

Information on toxicological effects

Acute oral toxicity	LD50 (male rat) > 4,870 mg/kg LD50 (female rat) 4,143 mg/kg
Acute inhalation toxicity	LC50 (male/female combined rat) > 5.33 mg/l Exposure time: 4 h Determined in the form of liquid aerosol. (actual) LC50 (male/female combined rat) > 20 mg/l Exposure time: 1 h Determined in the form of liquid aerosol. Extrapolated from the 4 hr LC50. (actual)
Acute dermal toxicity	LD50 (male/female combined rabbit) > 2,000 mg/kg
Skin irritation	No skin irritation (rabbit)
Eye irritation	Minimally irritating. (rabbit)
Sensitisation	Non-sensitizing. (guinea pig)

Assessment repeated dose toxicity

Imidacloprid did not cause specific target organ toxicity in experimental animal studies.

Assessment Mutagenicity



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Imidacloprid was not mutagenic or genotoxic based on the overall weight of evidence in a battery of in vitro and in vivo tests.

Assessment Carcinogenicity

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

ACGIH

None.

NTP

None.

IARC

None.

OSHA

None.

Assessment toxicity to reproduction

Imidacloprid caused reproduction toxicity in a two-generation study in rats only at dose levels also toxic to the parent animals. The reproduction toxicity seen with Imidacloprid is related to parental toxicity.

Assessment developmental toxicity

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

Further information

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

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish	LC50 (Rainbow trout (<i>Oncorhynchus mykiss</i>)) 211 mg/l Exposure time: 96 h The value mentioned relates to the active ingredient imidacloprid.
Toxicity to aquatic invertebrates	EC50 (Water flea (<i>Daphnia magna</i>)) 85 mg/l Exposure time: 48 h The value mentioned relates to the active ingredient imidacloprid. LC50 (<i>Chironomus riparius</i> (non-biting midge)) 0.0552 mg/l Exposure time: 24 h The value mentioned relates to the active ingredient imidacloprid.
Toxicity to aquatic plants	EC50 (<i>Desmodesmus subspicatus</i>) > 10 mg/l Growth rate; Exposure time: 72 h The value mentioned relates to the active ingredient imidacloprid.
Biodegradability	Imidacloprid: ; not rapidly biodegradable



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Koc	Imidacloprid: Koc: 225
Bioaccumulation	Imidacloprid: ; Does not bioaccumulate.
Mobility in soil	Imidacloprid: Moderately mobile in soils
Environmental precautions	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 surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Apply this product as specified on the label. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product	Do not contaminate water, food, or feed by disposal. Dispose in accordance with all local, state/provincial and federal regulations.
Contaminated packaging	Do not re-use empty containers. Triple rinse containers. Then offer for recycling or reconditioning or puncture and dispose of in a sanitary landfill or incineration, or if allowed by State and Local authorities, by burning. If burned, stay out of smoke.
RCRA Information	Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION

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



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Proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID,
N.O.S.
(IMIDACLOPRID SOLUTION)

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

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

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 432-1312

US Federal Regulations

TSCA list

Glycerine 56-81-5

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)
None.

SARA Title III - Section 302 - Notification and Information

None.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

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

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

US State Right-To-Know Ingredients

Glycerine 56-81-5 MN

Canadian Regulations

Canadian Domestic Substance List

Glycerine 56-81-5

Environmental

CERCLA

None.

Clean Water Section 307 Priority Pollutants

None.

Safe Drinking Water Act Maximum Contaminant Levels

None.

International Regulations

European Inventory of Existing Commercial Substances (EINECS)

Glycerine 56-81-5

EPA/FIFRA Information:



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

Signal word: Caution!

Hazard statements: Hazard to humans and domestic animals.
Keep out of reach of children and animals.
Harmful if swallowed or absorbed through skin.
Avoid contact with skin, eyes and clothing.
Avoid breathing spray mist.

SECTION 16: OTHER INFORMATION

NFPA 704 (National Fire Protection Association):

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

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

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

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

Reason for Revision: Revised according to the current OSHA Hazard Communication Standard (29CFR1910.1200)

Revision Date: 03/07/2014

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

SAFETY DATA SHEET
TALSTAR® PROFESSIONAL INSECTICIDE

SDS #: 1349-A
Revision date: 2015-04-10
Format: NA
Version 1.01



1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name TALSTAR® PROFESSIONAL INSECTICIDE

Other means of identification

Product Code(s) 1349-A
Active Ingredient(s) Bifenthrin
Chemical Family Pyrethroid Pesticide

Recommended use of the chemical and restrictions on use

Recommended Use: Insecticide
Restrictions on Use: Use as recommended by the label

Manufacturer Address

FMC Corporation
1735 Market Street
Philadelphia, PA 19103
(215) 299-6000 (General Information)
msdsinfo@fmc.com (E-Mail General Information)

Emergency telephone number

Medical Emergencies:
1 800 / 331-3148 (PROSAR - U.S.A. & Canada)
1 651 / 632-6793 (PROSAR - All Other Countries - Collect)
For leak, fire, spill or accident emergencies, call:
1 800 / 424 9300 (CHEMTREC - U.S.A.)
1 703 / 527 3887 (CHEMTREC - Collect - All Other Countries)

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

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


Acute toxicity - Oral	Category 4
Acute toxicity - Inhalation (Dusts/Mists)	Category 4
Carcinogenicity	Category 2
Specific target organ toxicity (single exposure)	Category 1
Specific target organ toxicity (repeated exposure)	Category 1

GHS Label elements, including precautionary statements

EMERGENCY OVERVIEW

Danger

Hazard Statements
 H302 - Harmful if swallowed
 H332 - Harmful if inhaled
 H351 - Suspected of causing cancer
 H370 - Causes damage to organs
 H372 - Causes damage to organs through prolonged or repeated exposure



Precautionary Statements - Prevention

- P202 - Do not handle until all safety precautions have been read and understood
- P281 - Use personal protective equipment as required
- P264 - Wash face, hands and any exposed skin thoroughly after handling
- P270 - Do not eat, drink or smoke when using this product
- P260 - Do not breathe dust/fume/gas/mist/vapors/spray

Precautionary Statements - Response

- P321 - Specific treatment (see supplemental first aid instructions on this label)
- P308 + P311 - IF exposed or concerned: Call a POISON CENTER or doctor
- P304 + P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing
- P312 - Call a POISON CENTER or doctor if you feel unwell
- P301 + P312 - IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
- P330 - Rinse mouth

Precautionary Statements - Storage

- P405 - Store locked up

Precautionary Statements - Disposal

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

Hazards not otherwise classified (HNOC)

No hazards not otherwise classified were identified.

Other Information

Very toxic to aquatic life with long lasting effects

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Family Pyrethroid Pesticide.

Chemical name	CAS-No	Weight %
Propylene glycol	57-55-6	5-10
Bifenthrin	82657-04-3	7.9

Synonyms are provided in Section 1.

4. FIRST AID MEASURES

Eye Contact	Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for further treatment advice.
Skin Contact	Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for further treatment advice.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
Ingestion	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.
Most important symptoms and effects, both acute and delayed	Central nervous system effects.
Indication of immediate medical attention and special treatment needed, if necessary	Treat symptomatically. This product is a pyrethroid. If large amounts have been ingested, the stomach and intestines should be evacuated. Treatment is symptomatic and supportive. Digestible fats, oils, or alcohol may increase absorption and so should be avoided.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media	Foam. Carbon dioxide (CO ₂). Dry chemical. Soft stream or water fog only if necessary.
Specific Hazards Arising from the Chemical	
Explosion data	
Sensitivity to Mechanical Impact	Not sensitive.
Sensitivity to Static Discharge	Not sensitive.
Protective equipment and precautions for firefighters	As in any fire, wear self-contained breathing apparatus and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions	Isolate and post spill area. Wear suitable protective clothing, gloves and eye/face protection. For personal protection see section 8.
Other	For further clean-up instructions, call FMC Emergency Hotline number listed in Section 1 "Product and Company Identification" above.
Environmental Precautions	Keep people and animals away from and upwind of spill/leak. Keep material out of lakes, streams, ponds, and sewer drains.
Methods for Containment	Dike to prevent runoff. Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal.
Methods for cleaning up	Clean and neutralize spill area, tools and equipment by washing with bleach water and soap. Absorb rinsate and add to the collected waste. Waste must be classified and labeled prior to recycling or disposal. Dispose of waste as indicated in Section 13.

7. HANDLING AND STORAGE

Handling	Do not contaminate other pesticides, fertilizers, water, food, or feed by storage or disposal.
Storage	Keep in a dry, cool and well-ventilated place. Keep away from open flames, hot surfaces and sources of ignition. Keep out of reach of children and animals. Store in original container.
Incompatible products	None known

8. EXPOSURE CONTROLS/PERSONAL PROTECTIONControl parameters

Chemical name	British Columbia	Quebec	Ontario TWAEV	Alberta
Propylene glycol 57-55-6	-	-	TWA: 10 mg/m ³ (aerosol only) TWA: 50 ppm (aerosol and vapor) TWA: 155 mg/m ³ (aerosol and vapor)	-

Appropriate engineering controls

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

Individual protection measures, such as personal protective equipment

Eye/Face Protection This product does not cause significant eye irritation or eye toxicity requiring special protection. Where there is significant potential for eye contact, wear chemical goggles and have eye flushing equipment available.

Skin and Body Protection Wear long-sleeved shirt, long pants, socks, and shoes.

Hand Protection Protective gloves

Respiratory Protection If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Respiratory protection must be provided in accordance with current local regulations.

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

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

9. PHYSICAL AND CHEMICAL PROPERTIESInformation on basic physical and chemical properties

Appearance	Beige, Liquid
Physical State	Liquid
Color	Beige
Odor	Mild
Odor threshold	No information available
pH	6.7
Melting point/freezing point	Not applicable
Boiling Point/Range	No information available
Flash point	> 65.5 °C / > 149.9 °F Tag Closed Cup
Evaporation Rate	No information available
Flammability (solid, gas)	No information available
Flammability Limit in Air	No information available
Upper flammability limit:	No information available

Lower flammability limit:	No information available
Vapor pressure	No information available
Vapor density	No information available
Density	No information available
Specific gravity	1.024 @ 20 °C
Water solubility	Dispersible in water
Solubility in other solvents	No information available
Partition coefficient	No information available
Autoignition temperature	No information available
Decomposition temperature	No information available
Viscosity, kinematic	No information available
Viscosity, dynamic	No information available
Explosive properties	No information available
Oxidizing properties	No information available
Molecular weight	No information available
Bulk density	8.53 lb/gal

10. STABILITY AND REACTIVITY

Reactivity	None under normal use conditions
Chemical Stability	Stable under recommended storage conditions.
Possibility of Hazardous Reactions	None under normal processing.
Hazardous polymerization	Hazardous polymerization does not occur.
Conditions to avoid	Heat, flames and sparks.
Incompatible materials	None known.
Hazardous Decomposition Products	Carbon oxides (COx), Hydrogen chloride, Hydrogen fluoride, Chlorine, Fluorine.

11. TOXICOLOGICAL INFORMATION

Product Information

LD50 Oral	632 mg/kg (rat)
LD50 Dermal	> 2000 mg/kg (rabbit)
LC50 Inhalation	2.895 mg/L 4 hr (rat) Estimated

Serious eye damage/eye irritation	Non-irritating.
Skin corrosion/irritation	Non-irritating.
Skin Contact	>2000
Sensitization	Non-sensitizing.

Information on toxicological effects

Symptoms	Large doses of bifenthrin ingested by laboratory animals produced signs of toxicity including convulsions, tremors and bloody nasal discharge.
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Delayed and immediate effects as well as chronic effects from short and long-term exposure

Chronic toxicity	Bifenthrin: Long-term exposure caused neurotoxicity (tremors and impaired gait) in the early exposure in animal studies, but tremors disappeared with continued exposure.
Mutagenicity	Bifenthrin: Not genotoxic in laboratory studies.
Carcinogenicity	Bifenthrin: Weak treatment-related response for liver adenocarcinomas and benign bladder tumors (lesion) in male mice.
Neurological effects	Bifenthrin: Causes clinical signs of neurotoxicity (tremors, impaired gait, excessive salivation) following acute or subchronic exposure. Tremors disappeared with continued exposure.
Reproductive toxicity	Bifenthrin: No toxicity to reproduction in animal studies.

Developmental toxicity
STOT - single exposure
STOT - repeated exposure
Target organ effects
Neurological effects
Aspiration hazard

Bifenthrin: Not teratogenic in animal studies.
 Causes damage to organs. See listed target organs below.
 Causes damage to organs through prolonged or repeated exposure. See listed target organs below.
 Bifenthrin: Central Nervous System.
 Bifenthrin: Causes clinical signs of neurotoxicity (tremors, impaired gait, excessive salivation) following acute or subchronic exposure. Tremors disappeared with continued exposure.
 No information available.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Bifenthrin (82657-04-3)				
Active Ingredient(s)	Duration	Species	Value	Units
Bifenthrin	96 h LC50	Fish	0.1	µg/L
	72 h EC50	Algae	0.822	mg/L
	48 h EC50	Crustacea	0.11	µg/L
	21 d NOEC	Fish	0.012	µg/L
	21 d NOEC	Crustacea	0.0013	µg/L

Persistence and degradability Bifenthrin: Moderately persistent. Does not readily hydrolyze. Not readily biodegradable.
Bioaccumulation Bifenthrin: The substance has a potential for bioconcentration.
Mobility Bifenthrin: Immobile. Not expected to reach groundwater.

13. DISPOSAL CONSIDERATIONS

Waste disposal methods Improper disposal of excess pesticide, spray mixture, or rinsate is prohibited. If these wastes cannot be disposed of by use according to label instructions, contact appropriate disposal authorities for guidance.
Contaminated Packaging Containers must be disposed of in accordance with local, state and federal regulations. Refer to the product label for container disposal instructions.

14. TRANSPORT INFORMATION

DOT This material is not a hazardous material as defined by U.S. Department of Transportation at 49 CFR Parts 100 through 185.

TDG Classification below is only applicable when shipped by vessel and is not applicable when shipped by road or rail only.
 UN/ID no UN3082
 Proper Shipping Name Environmentally hazardous substance, liquid, n.o.s.
 Hazard class 9
 Packing Group III
 Marine Pollutant Bifenthrin.
 Description UN3082, Environmentally hazardous substance, liquid, n.o.s. (Bifenthrin), 9 PG III

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

IMDG/IMO

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

15. REGULATORY INFORMATION**U.S. Federal Regulations****SARA 313**

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

Chemical name	CAS-No	Weight %	SARA 313 - Threshold Values %
Bifenthrin - 82657-04-3	82657-04-3	7.9	1.0

SARA 311/312 Hazard Categories

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

Clean Water Act

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

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

FIFRA Information

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

CAUTION

*Harmful if swallowed, inhaled or absorbed through skin.
This pesticide is extremely toxic to fish and aquatic invertebrates.*

US State Regulations**California Proposition 65**

This product contains the following Proposition 65 chemicals:

Chemical name	California Prop. 65
Sodium o-phenylphenate - 132-27-4	Carcinogen

U.S. State Right-to-Know Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania
Bifenthrin 82657-04-3	X		
Propylene glycol 57-55-6	X		X

International Inventories

Component	TSCA (United States)	DSL (Canada)	EINECS/ELI NCS (Europe)	ENCS (Japan)	China (IECSC)	KECL (Korea)	PICCS (Philippines)	AICS (Australia)
Propylene glycol 57-55-6 (5-10)	X	X	X	X	X	X	X	X
Bifenthrin 82657-04-3 (7.9)				X	X	X		

Mexico - Grade Moderate risk, Grade 2

WHMIS Hazard Class D2A - Very toxic materials



16. OTHER INFORMATION

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

*Indicates a chronic health hazard.

Revision date: 2015-04-10
 Revision note: Format Change

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Prepared By:

FMC Corporation

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 2014-05-05

Issuing Date:

End of Safety Data Sheet

SAFETY DATA SHEET



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

Product identifier

Trade name TEMPO® SC ULTRA INSECTICIDE

Product code (UVP) 06523803

SDS Number 102000012497

EPA Registration No. 432-1363

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

Use Insecticide

Restrictions on use See product label for restrictions.

Information on supplier

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

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

Emergency telephone no.

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

Product Information Telephone Number 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Acute toxicity(Oral): Category 4

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements

Harmful if swallowed.

Precautionary statements

Wash hands and face thoroughly after handling.

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

IF SWALLOWED: Call a POISON CENTER/doctor/physician if you feel unwell.

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Rinse mouth.
Dispose of contents/container in accordance with local regulation.

Hazards Not Otherwise Classified (HNOC)

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

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Beta-Cyfluthrin	1820573-27-0	11.8

SECTION 4: FIRST AID MEASURES

Description of first aid measures

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

Most important symptoms and effects, both acute and delayed

Symptoms To date no symptoms are known.

Indication of any immediate medical attention and special treatment needed

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

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SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable Water, Foam, Dry chemical

Unsuitable None known.

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

Advice for firefighters

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

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

Flash point > 93.4 °C

Auto-ignition temperature No data available

Lower explosion limit No data available

Upper explosion limit No data available

Explosivity Not applicable

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

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

Methods and materials for containment and cleaning up

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

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

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

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SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

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

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

Conditions for safe storage, including any incompatibilities

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

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Components	CAS-No.	Control parameters	Update	Basis
Beta-Cyfluthrin	1820573-27-0	0.01 mg/m ³ (TWA)		OES BCS*

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

Exposure controls

Personal protective equipment

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

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

Hand protection Chemical resistant nitrile rubber gloves

Eye protection Tightly fitting safety goggles

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

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

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SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	white to beige
Physical State	viscous liquid suspension
Odor	chalk-like
Odour Threshold	No data available
pH	3.5 - 5.5 at 10 %
Vapor Pressure	No data available
Vapor Density (Air = 1)	No data available
Density	ca. 1.06 g/cm ³ at 20 °C
Evaporation rate	No data available
Boiling Point	No data available
Melting / Freezing Point	No data available
Water solubility	No data available
Solubility in other solvents	No data available
Minimum Ignition Energy	Not applicable
Decomposition temperature	Not applicable
Partition coefficient: n-octanol/water	No data available
Viscosity	600 - 1,100 cps
Flash point	> 93.4 °C
Auto-ignition temperature	No data available
Lower explosion limit	No data available
Upper explosion limit	No data available
Explosivity	Not applicable

SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	Not applicable
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.

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Conditions to avoid	freezing
Incompatible materials	Alkali metals, Methanol
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes Eye contact, Inhalation, Skin contact, Skin Absorption

Immediate Effects

Eye Moderate eye irritation may occur.

Skin Harmful if absorbed through skin.

Ingestion Harmful if swallowed.

Inhalation Harmful if inhaled.

Information on toxicological effects

Acute oral toxicity LD50 (male Rat) 960 mg/kg
LD50 (female Rat) 1,150 mg/kg

Acute inhalation toxicity LC50 (male/female combined Rat) > 1.72 mg/l
Exposure time: 4 h
Determined in the form of liquid aerosol.
Highest attainable concentration.

Acute dermal toxicity LD50 (male/female combined Rat) > 2,000 mg/kg

Skin irritation No skin irritation (Rabbit)

Eye irritation Mild eye irritation. (Rabbit)

Sensitisation Non-sensitizing. (Guinea pig)

Assessment STOT Specific target organ toxicity – repeated exposure

The toxic effects of Beta-Cyfluthrin are related to transient hyperactivity typical for pyrethroid neurotoxicity.

Assessment mutagenicity

Beta-Cyfluthrin was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Beta-Cyfluthrin was not carcinogenic in lifetime feeding studies in rats and mice.

ACGIH

None.

NTP

None.

IARC

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None.

OSHA

None.

Assessment toxicity to reproduction

Beta-Cyfluthrin caused reproduction toxicity in a two-generation study in rats only at dose levels also toxic to the parent animals. The reproduction toxicity seen with Beta-Cyfluthrin is related to parental toxicity.

Assessment developmental toxicity

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

Further information

Acute toxicity studies have been bridged from a similar formulation(s).
The non-acute information pertains to the active ingredient(s).

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish	LC50 (Oncorhynchus mykiss (rainbow trout)) 0.000068 mg/l Exposure time: 96 h The value mentioned relates to the active ingredient beta-cyfluthrin.
Toxicity to aquatic invertebrates	EC50 (Daphnia magna (Water flea)) 0.00029 mg/l Exposure time: 48 h The value mentioned relates to the active ingredient beta-cyfluthrin.
Toxicity to aquatic plants	IC50 (Desmodesmus subspicatus (green algae)) > 0.01 mg/l Growth rate; Exposure time: 72 h The value mentioned relates to the active ingredient beta-cyfluthrin. No acute toxicity was observed at its limit of water solubility.
Toxicity to bacteria	EC50 (activated sludge) > 10,000 mg/l The value mentioned relates to the active ingredient beta-cyfluthrin.
Biodegradability	Beta-Cyfluthrin: Not rapidly biodegradable
Koc	Beta-Cyfluthrin: Koc: 508 - 3179
Bioaccumulation	Beta-Cyfluthrin: Bioconcentration factor (BCF) 506 Does not bioaccumulate.
Mobility in soil	Beta-Cyfluthrin: Immobile in soil
Environmental precautions	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 surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Do not apply when weather conditions favor runoff or drift.

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Drift and runoff from treated areas may be hazardous to aquatic organisms in adjacent sites.
Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.
Apply this product as specified on the label.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

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

SECTION 14: TRANSPORT INFORMATION

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

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

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 432-1363

US Federal Regulations

TSCA list

1,2-Propanediol 57-55-6

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

Not applicable.

SARA Title III - Section 302 - Notification and Information

None.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

Beta-Cyfluthrin 1820573-27-0

US States Regulatory Reporting

CA Prop65

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

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

US State Right-To-Know Ingredients

Beta-Cyfluthrin	1820573-27-0	NJ, RI
1,2-Propanediol	57-55-6	MN, RI

EPA/FIFRA Information:

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

Signal word: Caution!

Hazard statements: Harmful if swallowed, inhaled or absorbed through the skin.
Moderate eye irritation.
Avoid contact with skin, eyes and clothing.
Avoid breathing spray mist.
Wash thoroughly with soap and water after handling.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR Code of Federal Regulations, Title 49

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

NFPA 704 (National Fire Protection Association):

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

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

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

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

Reason for Revision: The following sections have been revised: Section 2: Hazards Identification.
Reviewed and updated for general editorial purposes.

Revision Date: 02/22/2018

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



For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident,
Call CHEMTREC Day or Night: 1-800-424-9300
For Medical Emergencies Only, Call 1-877-325-1840

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: TRUPOWER®³ Selective Herbicide
EPA Reg. No.: 228-551
Synonyms: Mixture of 2,4-D, Mecoprop-p (MCP-p) and Dicamba
Product Type: Herbicide

Company Name: Nufarm Americas Inc.
 150 Harvester Drive, Suite 200
 Burr Ridge, IL 60527

Date of Issue: January 2, 2008 **Supersedes:** New
Sections Revised: New

2. HAZARDS IDENTIFICATION

Emergency Overview:

Appearance and Odor: Clear, dark amber colored liquid with a slight amine odor.

Warning Statements: Keep out of reach of children. DANGER. Corrosive. Causes irreversible eye damage. Harmful if swallowed. Do not get in eyes, or on skin or clothing.

Potential Health Effects:

Likely Routes of Exposure: Inhalation, eye and skin contact.

Eye Contact: Causes irreversible eye damage. Vapors and mist can cause irritation.

Skin Contact: Minimally toxic and slightly irritating based on toxicity studies. Overexposure by skin absorption may cause symptoms similar to those for ingestion.

Ingestion: Harmful if swallowed. May cause nausea, vomiting, abdominal pain, decreased blood pressure, muscle weakness, muscle spasms.

Inhalation: Low inhalation toxicity.

Medical Conditions Aggravated by Exposure: Inhalation of product may aggravate existing chronic respiratory problems such as asthma, emphysema or bronchitis. Skin contact may aggravate existing skin disease.

See Section 11: TOXICOLOGICAL INFORMATION for more information.

Potential Environmental Effects:

This product is toxic to fish and aquatic invertebrates. Drift or runoff may adversely affect aquatic invertebrates and non-target plants.

See Section 12: ECOLOGICAL INFORMATION for more information.

3. COMPOSITION / INFORMATION ON INGREDIENTS

COMPONENT	CAS NO.	% BY WEIGHT
Triisopropanolamine Salt of 2,4-Dichlorophenoxyacetic Acid	32341-80-3	47.77
Dimethylamine Salt of (+)-R-2-(2-Methyl-4-Chlorophenoxy) propionic acid	66423-09-4	7.74
Dicamba Acid	1918-00-9	3.20
Other Ingredients		41.29

4. FIRST AID MEASURES

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

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

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

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

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

5. FIRE FIGHTING MEASURES

Flash Point: Not applicable due to aqueous formulation

Autoignition Temperature: Not determined **Flammability Limits:** Not determined

Extinguishing Media: Recommended for large fires: foam or water spray. Recommended for small fires: dry chemical or carbon dioxide.

Special Fire Fighting Procedures: Firefighters should wear NIOSH/MSHA approved self-contained breathing apparatus and full fire-fighting turn out gear. Dike area to prevent runoff and contamination of water sources. Dispose of fire control water later.

Unusual Fire and Explosion Hazards: If water is used to fight fire, contain runoff, using dikes to prevent contamination of water supplies. Dispose of fire control water later.

Hazardous Decomposition Materials (Under Fire Conditions): May produce gases such as hydrogen chloride and oxides of carbon and nitrogen.

National Fire Protection Association (NFPA) Hazard Rating:

Rating for this product: Health: 3 Flammability: 1 Reactivity: 0

Hazards Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Wear appropriate protective gear for the situation. See Personal Protection information in Section 8.

Environmental Precautions: Prevent material from entering public sewer systems or any waterways. Do not flush to drain. Large spills to soil or similar surfaces may necessitate removal of topsoil. The affected area should be removed and placed in an appropriate container for disposal.

Methods for Containment: Dike spill using absorbent or impervious materials such as earth, sand or clay. Collect and contain contaminated absorbent and dike material for disposal.

Methods for Cleanup and Disposal: Pump any free liquid into an appropriate closed container. Collect washings for disposal. Decontaminate tools and equipment following cleanup. See Section 13: DISPOSAL CONSIDERATIONS for more information.

Other Information: Large spills may be reportable to the National Response Center (800-424-8802) and to state and/or local agencies.

7. HANDLING AND STORAGE**Handling:**

Do not get in eyes, or on skin or clothing. Users should wash hands, face, and arms with soap and water before eating, smoking, drinking or using the toilet. Remove clothing/Personal Protective Equipment (PPE) immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. If pesticide gets on skin, wash immediately with soap and water. 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.

Storage:

Always use original container to store pesticides in a secured warehouse or storage building. Store at temperatures above 32°F. If allowed to freeze, remix before using. This does not alter the product. Containers should be opened in well-ventilated areas. Keep container tightly sealed when not in use. Do not stack cardboard cases more than two pallets high. Do not store near open containers of fertilizer, seed or other pesticides. Do not contaminate water, food or feed by storage or disposal.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls:

Where engineering controls are indicated by specific use conditions or a potential for excessive exposure, use local exhaust ventilation at the point of generation.

Personal Protective Equipment:

Eye/Face Protection: To avoid contact with eyes, wear face shield, goggles or safety glasses with front, brow and temple protection. An emergency eyewash or water supply should be readily accessible to the work area.

Skin Protection: To avoid contact with skin, wear long pants, long-sleeved shirt, socks, shoes and chemical-resistant gloves. An emergency shower or water supply should be readily accessible to the work area.

Respiratory Protection: Not normally required. If vapors or mists exceed acceptable levels, wear NIOSH approved air-purifying respirator with cartridges/canisters approved for use against pesticides.

General Hygiene Considerations: Personal hygiene is an important work practice exposure control measure and the following general measures should be taken when working with or handling this material: 1) do not store, use and/or consume foods, beverages, tobacco products, or cosmetics in areas where this material is stored; 2) wash hands and face carefully before eating, drinking, using tobacco, applying cosmetics or using the toilet.

Exposure Guidelines:

Component	OSHA		ACGIH		Unit
	TWA	STEL	TWA	STEL	
2,4-D Acid	10	NE	10	NE	mg/m ³
DMA Salt of Mecoprop-p	NE	NE	NE	NE	
Dicamba	NE	NE	NE	NE	

NE = Not Established

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance and Odor: Clear, dark amber colored liquid with a slight amine odor.

Boiling Point: Not determined

Solubility in Water: Soluble

Density: 9.8 pounds/gallon

Specific Gravity: 1.176 @ 20°C

Evaporation Rate: Not determined

Vapor Density: Not determined

Freezing Point: 32°F (0°C)

Vapor Pressure: Not determined

pH: 6.51 (1% solution)

Viscosity: 39.609 cst @ 20°C

Note: Physical data are typical values, but may vary from sample to sample. A typical value should not be construed as a guaranteed analysis or as a specification.

10. STABILITY AND REACTIVITY

Chemical Stability: This material is stable under normal handling and storage conditions.

Conditions to Avoid: Excessive heat. Do not store near heat or flame.

Incompatible Materials: Strong oxidizing agents: bases and acids.

Hazardous Decomposition Products: Under fire conditions may produce gases such as hydrogen chloride and oxides of carbon and nitrogen.

Hazardous Reactions: Hazardous polymerization will not occur.

11. TOXICOLOGICAL INFORMATION

Toxicological Data:

Data from laboratory studies on this product are summarized below:

Oral: Rat LD₅₀: 790 mg/kg (female)

Dermal: Rat LD₅₀: >5,000 mg/kg

Inhalation: Rat 4-hr LC₅₀: >2.01 mg/L

Eye Irritation: Rabbit: Severely irritating/corrosive

Skin Irritation: Rabbit: Slightly irritating

Skin Sensitization: Not a contact sensitizer in guinea pigs following repeated skin exposure.

Subchronic (Target Organ) Effects: Repeated overexposure to phenoxy herbicides may cause effects to liver, kidneys, blood chemistry, and gross motor function. Rare cases of peripheral nerve damage have been reported, but extensive animal studies have failed to substantiate these observations, even at high doses for prolonged periods. Repeated overexposure to dicamba may cause liver changes or a decrease in body weight.

Carcinogenicity / Chronic Health Effects: Prolonged overexposure to phenoxy herbicides can cause liver, kidney and muscle damage. The International Agency for Research on Cancer (IARC) lists exposure to chlorophenoxy herbicides as a class 2B carcinogen, the category for limited evidence for carcinogenicity in humans. However, more current 2,4-D lifetime feeding studies in rats and mice, as well as an MCPP lifetime feeding study in rats, did not show carcinogenic potential. Dicamba did not cause cancer in long-term animals studies. The U.S. EPA has given 2,4-D and dicamba a Class D classification (not classifiable as to human carcinogenicity).

Reproductive Toxicity: No impairment of reproductive function attributable to 2,4-D or MCPP have been noted in laboratory animal studies. Animal tests with dicamba have not demonstrated reproductive effects.

Developmental Toxicity: Studies in laboratory animals with 2,4-D and MCPP have shown decreased fetal body weights and delayed development in the offspring at doses toxic to mother animals. Animal tests with dicamba have not demonstrated developmental effects.

Genotoxicity: There have been some positive and some negative studies, but the weight of evidence is that neither 2,4-D nor MCPP is mutagenic. Animal tests with dicamba have not demonstrated mutagenic effects.

Assessment Carcinogenicity:

This product contains substances that are considered to be probable or suspected human carcinogens as follows:

Component	Regulatory Agency Listing As Carcinogen			
	ACGIH	IARC	NTP	OSHA
Chlorophenoxy Herbicides	No	2B	No	No

See Section 2: HAZARDS IDENTIFICATION for more information.

12. ECOLOGICAL INFORMATION

Ecotoxicity:

Data on TIPA Salt of 2,4-D Acid:

Bluegill Acute LC ₅₀ :	432 mg/l	Pink Shrimp Acute LC ₅₀ :	744 mg/l
Rainbow Trout Acute LC ₅₀ :	317 mg/l	Tidewater Silverside Acute LC ₅₀ :	376 mg/l
Daphnia Acute LC ₅₀ :	748 mg/l	Growth Inhibition EC ₅₀ Green Algae:	103 mg/l

Data on Mecoprop-p:

96-hour LC ₅₀ Bluegill:	>100 mg/l (literature)	72-hour EC ₅₀ Green Algae:	>270 mg/l (literature)
48-hour EC ₅₀ Daphnia:	>270 mg/l (literature)		

Data on Dicamba:

96-hour LC ₅₀ Bluegill:	135 mg/l	Bobwhite Quail 8-day Dietary LC ₅₀ :	>10,000 ppm
96-hour LC ₅₀ Rainbow Trout:	135 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	>10,000 ppm
48-hour EC ₅₀ Daphnia:	110 mg/l		

Environmental Fate:

In laboratory and field studies, TIPA salt of 2,4-D acid salt rapidly dissociated to parent acid in the environment. The typical half-life of the resultant 2,4-D acid ranged from a few days to a few weeks. Mecoprop-p DMA rapidly dissociates to parent mecoprop-p in the environment. In soil, mecoprop-p is microbially degraded with a typical half-life of approximately 11 to 15 days. Dicamba has low bioaccumulation potential, is not persistent in soil, is highly mobile in soil and degrades rapidly.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method:

Pesticide wastes are toxic. If container is damaged or if pesticide has leaked, contain all spillage. Absorb and clean up all spilled material with granules or sand. Place in a closed, labeled container for proper disposal. Improper disposal of excess pesticide, spray mixtures, or rinsate is a violation of Federal law and may contaminate groundwater. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA regional office for guidance.

Container Handling and Disposal:

Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities. Plastic containers are also disposable by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

14. TRANSPORTATION INFORMATION

Follow the precautions indicated in Section 7: HANDLING AND STORAGE of this MSDS.

DOT

≤ 21 gallons per complete package

Non Regulated – See 49 CFR 173.132(b)(3)

> 21 gallons per complete package

RQ, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
(2,4 DICHLOROPHENOXYACETIC ACID), 9, UN 3082, III

IMDG

Non Regulated – See IMDG 2.6.2.1.3

IATA

Non Regulated – See IATA 3.6.1.5.3

15. REGULATORY INFORMATION**U.S. Federal Regulations:****TSCA Inventory:** This product is exempted from TSCA because it is solely for FIFRA regulated use.**SARA Hazard Notification/Reporting:****Hazard Categories Under Criteria of SARA Title III Rules (40 CFR Part 370):**

Immediate, Delayed

Section 313 Toxic Chemical(s):Acetic Acid, (2,4-Dichlorophenoxy)- (CAS No. 94-75-7), 25.60% equivalent by weight in product
Dicamba (CAS No. 1918-00-9), 3.20% by weight in product**Reportable Quantity (RQ) under U.S. CERCLA:**Acetic Acid, (2,4-Dichlorophenoxy)- (CAS No. 94-75-7) 100 pounds
Dicamba (CAS No. 1918-00-9) 1,000 pounds**RCRA Waste Code:**

Acetic Acid, (2,4-Dichlorophenoxy)- (CAS No. 94-75-7) U240

State Information:

Other state regulations may apply. Check individual state requirements.

California Proposition 65: Not Listed**16. OTHER INFORMATION**

This Material Safety Data Sheet (MSDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-ACCEPTED PRODUCT LABELING (attached to and accompanying the product container). This MSDS provides important health, safety and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling. It is a violation of Federal law to use a pesticide product in any manner not prescribed on the EPA-accepted label.

Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, Nufarm Americas Inc. makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will Nufarm Americas Inc. be responsible for damages of any nature whatsoever resulting from the use of or reliance upon Information. NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR THE PRODUCT TO WHICH INFORMATION REFERS.

Trupower is a registered trademark of Nufarm Americas Inc.

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME Adam Dean Perry
(first, middle, last)

SIGNATURE 

DATE 5/21/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 8 Cadillac Drive, Suite 200 Brentwood TN 37027	CONTACT NAME: JoAnn Warpool	
	PHONE (A/C, No, Ext): 615-377-5153	FAX (A/C, No): 615-263-5853
E-MAIL ADDRESS: JoAnn_Warpool@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Insurance Company of State of PA		19429
INSURER B : Commerce and Industry Insurance Company		19410
INSURER C : National Union Fire Insurance Company of Pittsburg		19445
INSURER D : New Hampshire Insurance Company		23841
INSURER E : American Home Assurance Company		19380
INSURER F :		

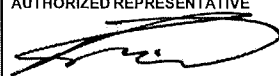
INSURED TRUGHOL-01
 TruGreen Limited Partnership
 1790 Kirby Parkay
 Forum II Tower
 Memphis TN 38138

COVERAGES **CERTIFICATE NUMBER:** 547878841 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pest/Herb Appl <input checked="" type="checkbox"/> \$1,000,000 Ded GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL4611444	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ In \$20,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1000000 Ded	Y	Y	CA7093392 CA7093393 CA7093394	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<input checked="" type="checkbox"/> 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	N/A	WC013778995 WC013778989 WC013778994	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<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)
 If required by written contract per forms listed, Certificate Holder is included as an Additional Insured under the General Liability per form CG2010 04/13 and CG2037 04/13 and Automobile Liability policies CA7093392-87950 9/14; CA7093393 per form CA2048 2/99 and CA7093394-87950 9/14 and CA7093394 form MM9950 9/98. Waiver of Subrogation applies to the General Liability per form CG2404 5/09, Automobile Liability per form 62897 6/95 and Workers' Compensation policies per form WC000313 4/84; WC420304B 6/14-TX; WC040361 11/90-CA. The General Liability policy is primary per forms 90534 3/06 or 83644 8/12 if required by written contract, the automobile policy is primary per form #74445 10/99 if required by written contract. General Liability Coverage has Pesticide or Herbicide Applicator Endorsement 30 day notice of cancellation applies per these forms: Auto-#CA7093392-form #10-7414 3/11; #CA7093393-form #107414 3/11; General Liability Form #107414 3/11; Workers Comp-Policy#WC013778995-form #99056 4/11; Policy#WC013778996-form #99056 4/11; Policy#WC013778990-form #99056 4/11; Policy#WC013778994-form #99056 4/11; Policy#WC013778989-form #99056 4/11 All Workers Compensation policies have \$1,000,000 Deductible

CERTIFICATE HOLDER Lancaster County 555 So. 10th Street Lincoln NE 68508	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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & co.	NAMED INSURED TruGreen Limited Partnership
POLICY NUMBER see certificate	
CARRIER see certificate	NAIC CODES EFFECTIVE DATE: 01/01/2018

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C	WORKERS COMPENSATION	N/A		WC013778996 IL, KY, NC, NH, UT, VT SIR applies per policy ter	01/01/2018 ms & conditions	01/01/2019	
C	WORKERS COMPENSATION	N/A		WC013778990 GA, VA SIR applies per policy ter	01/01/2018 ms & conditions	01/01/2019	
C	WORKERS COMPENSATION	N/A		WC013778997 NJ, PA SIR applies per policy ter	01/01/2018 ms & conditions	01/01/2019	
C	WORKERS COMPENSATION	N/A		WC013778991 FL SIR applies per policy ter	01/01/2018 ms & conditions	01/01/2019	
C	WORKERS COMPENSATION	N/A		WC013778993 ND, OH, WA, WI, WY SIR applies per policy ter	01/01/2018 ms & conditions	01/01/2019	
C	WORKERS COMPENSATION	N/A		WC013778992 ME SIR applies per policy ter	01/01/2018 ms & conditions	01/01/2019	



ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY Arthur J. Gallagher & co.	NAMED INSURED TruGreen Limited Partnership
POLICY NUMBER see certificate	
CARRIER see certificate	INAC CODE
	EFFECTIVE DATE: 01/01/2018

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Additional Information

*The Named Insured includes (but is not limited to):

TruGreen Holding corporation

TruGreen, Inc.

TruGreen companies LLC

TruGreen Limited Partnership

EG Systems, LLC

d/b/a Scotts Lawn Service

d/b/a Action Pest Control

d/b/a Ortho Pest Control

Outdoor Home Services, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING STATUS AS AN ADDITIONAL INSURED FOR ONGOING OPERATIONS YOU PERFORM FOR THEM.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No. GL 461-14-44 issued to TRUGREEN LIMITED PARTNERSHIP

by COMMERCE AND INDUSTRY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT
(Primary Coverage)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

**ADDITIONAL INSURED:
AS REQUIRED BY WRITTEN CONTRACT**


SECTION II - WHO IS AN INSURED, 1. , is amended to add:

Any person or organization shown in the schedule above you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance**, any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No. GL 461-14-44 issued to TRUGREEN LIMITED PARTNERSHIP

by COMMERCE AND INDUSTRY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR
ORGANIZATIONS NAMED AS ADDITIONAL INSURED -
ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

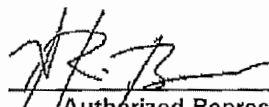
The following paragraph is added to **SECTION II - WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to the performance of your ongoing operations for the additional insureds:

AS REQUIRED BY WRITTEN CONTRACT

This insurance is primary over any similar insurance available to any individual or entity we have added to this policy as an additional insured. However, this insurance is primary over the other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

Policy No. CA 709-33-92 issued to TRUGREEN LIMITED PARTNERSHIP

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

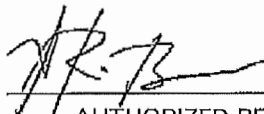
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS. BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No. CA 709-33-93 issued to TRUGREEN LIMITED PARTNERSHIP

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018, forms a part of
policy No. CA 709-33-94 issued to TRUGREEN LIMITED PARTNERSHIP
by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. -Who Is Insured**, is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy, or
 - 2. The coverage and/or limits required by said contract or agreement.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018, forms a part of
policy No. CA 709-33-94 issued to TRUGREEN LIMITED PARTNERSHIP
by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No. CA 709-33-92 issued to TRUGREEN LIMITED PARTNERSHIP

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2018 forms a part of Policy No. WC 013-77-8989

Issued to TRUGREEN LIMITED PARTNERSHIP

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule


ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2018 forms a part of Policy No. WC 013-77-8994

Issued to TRUGREEN LIMITED PARTNERSHIP

By AMERICAN HOME ASSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2018 forms a part of Policy No. WC 013-77-8995

Issued to TRUGREEN LIMITED PARTNERSHIP

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

Policy No. CA 709-33-92 issued to TRUGREEN LIMITED PARTNERSHIP

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

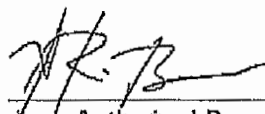
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

Policy No. GL 461-14-44 issued to TRUGREEN LIMITED PARTNERSHIP

By COMMERCE AND INDUSTRY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

TBD

TBD

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the **Insurer**, either directly or through it's broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **First Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **First Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**.

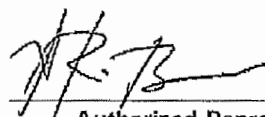
Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **First Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**SPECIFICATIONS FOR WEED CONTROL AND FERTILIZATION SERVICES,
COUNTY CORRECTIONS**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The Lancaster County Department of Corrections desires to contract services for Weed Control and Fertilizer Services at the County Correctional Facility located at 3801 West "O" Street Lincoln, NE 68528.
- 1.2 The term of the agreement shall be one (1) year with the option to renew for three (3) additional one (1) year terms.
- 1.3 The contract will start upon the execution of the contract.
- 1.4 All services shall be provided to the satisfaction of the County Contract Administrator.
- 1.5 Contractor shall submit separate monthly invoices to County Corrections itemizing the services provided.
- 1.6 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.7 All inquiries regarding these specifications shall be directed to Sharon Mulder, Asst. Purchasing Agent via e-mail request to (smulder@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 1.7.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.7.2 No direct contact is allowed between Vendor and other County staff throughout the bid process.
 - 1.7.2.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. WEED CONTROL AND FERTILIZING

- 2.1 Fertilizer shall be non-phosphorus
- 2.2 Contractor shall fertilize and apply weed control in the spring and fall to ensure a lush green lawn throughout the year
- 2.3 Contractor shall spray 1 ft. along inside and outside of fence line, building, in rocks, and concrete areas for the growth of weeds.
 - 2.3.1 On the attached map, the orange colored areas will be five (5) applications of fertilization/weed control.
 - 2.3.2 The blue area will be strictly twice a season for weed control.
 - 2.3.3 The purple area, planting bed should be fertilized twice a season.
- 2.4 Contractor shall complete work according to a schedule set by the Contractor and Contract Administrator to effectively control weeds.
 - 2.4.1 Owner shall determine the effectiveness of the treatments being applied and may withhold payment if not satisfied with the appearance of grass.
 - 2.4.1.1 If Contractor continues to fail in meeting expectations, the contract shall be terminated immediately and payment will be forfeited.
- 2.5 Contractor is not responsible for condition of grass if Owner fails to properly maintain lawn beyond Contractors services.
- 2.6 Owner shall determine the effectiveness of the treatments being applied and may withhold payment if not satisfied with the appearance of grass at each location.
 - 2.6.1 In such cases the Owner and Contractor shall meet to discuss a plan of action to improve the service and appearance of the lawn.

- 2.6.2 If Contractor continues to fail in meeting expectations, the contract shall be terminated and payment will be forfeited.
- 2.7 Contractor shall notify Owner of the presence of bag worms or grubs at the location.
 - 2.7.1 Upon notification, the Owner may request services be provided to control such pests at the price indicated in the ebid.
- 2.8 In the event that new grass has been seeded or other work is being performed at the location, Contractor shall contact Owner prior to providing service in order to avoid damaging new seed or affecting soil prior to seeding.

3. QUALIFICATIONS OF BIDDERS, BIDDING PROCEDURE AND AWARD OF BID

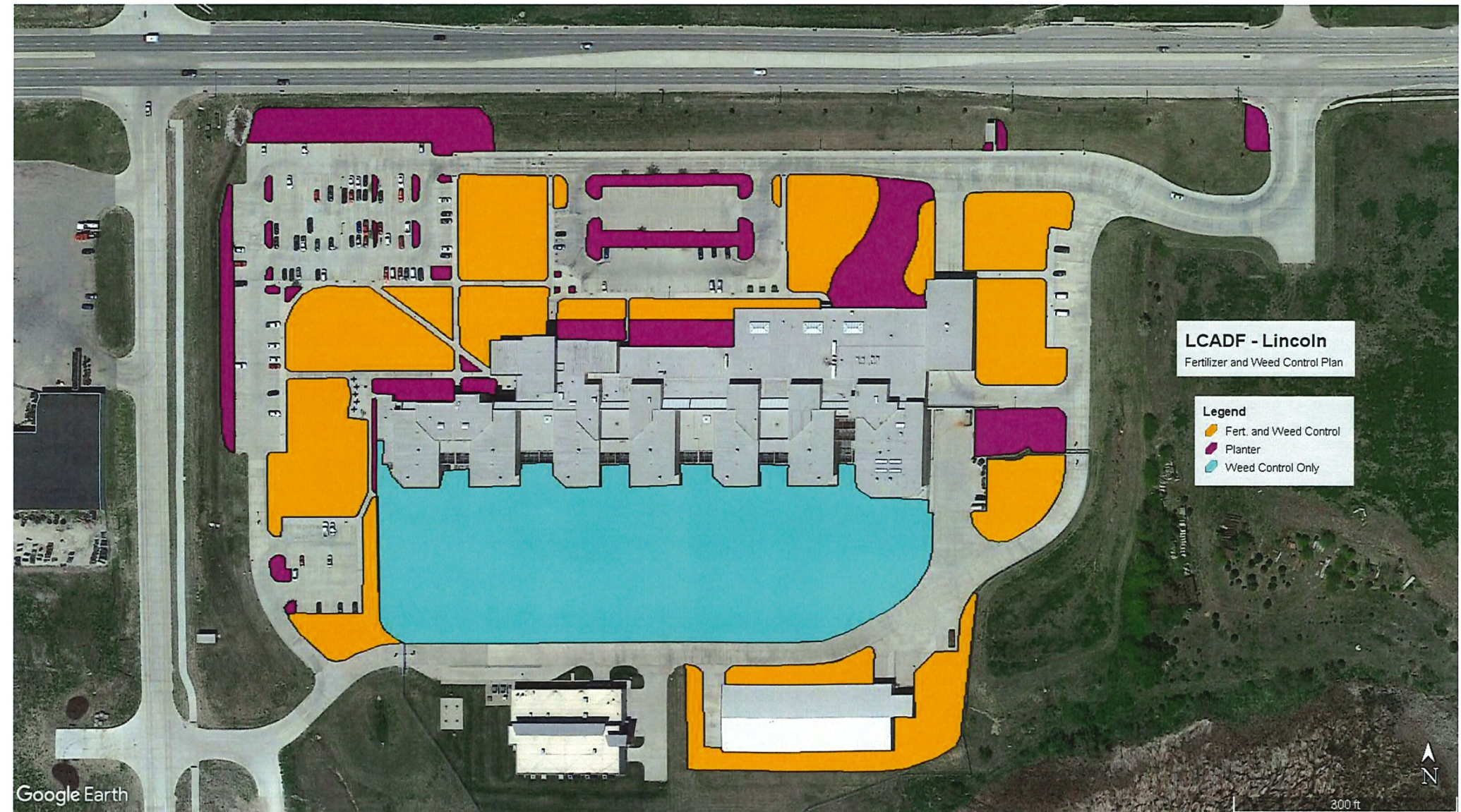
- 3.1 Contractor shall have a minimum of two (2) years' experience in commercial property maintenance.
- 3.2 Contractor shall submit the following information as part of their e-bid response:
 - 3.2.1 A listing of (3) commercial references shall be attached to you supplier response section of the bid including company name, contact person, and phone number for past and current weed control and fertilization service contracts of similar size and capacity.
- 3.3 All equipment must be well maintained and in a good safe operating condition.
 - 3.3.1 Contractor shall provide all fuels, lubricants, maintenance and repairs for their equipment.
- 3.4 The County reserves the right to award the bid to the most responsive, responsible bidder.
 - 3.4.1 Quality and capacity of equipment, experience of bidder, previous contract(s) held and information received from references shall be considered in the award of bid.

4. INSURANCE

- 4.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts at the time of award as detailed in the "**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS**" attachment found in E-bid.
- 4.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 4.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

5. TERMINATION

- 5.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing turf maintenance services in accordance with the terms and conditions contained herein.
- 5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 5.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.



LCADF - Lincoln
Fertilizer and Weed Control Plan

- Legend**
- Fert. and Weed Control
 - Planter
 - Weed Control Only

Google Earth

300 ft 

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
 - a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. This contract shall consist of a Lancaster County Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
 - b. **CONTRACT**, unless otherwise noted.
 - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

- 22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.**

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.