



### **ADVERTISEMENT/INVITATION TO BID**

Wellington Council is accepting sealed bids for ITB **#091-12/ENR Purchase and Delivery of Fertilizers, Herbicides, Insecticides, Fungicides, and other Specialty Items**

All Bids must be received; one (1) original and one (1) PDF (CD) copy, at the address below in the **Wellington Clerk's Office**, no later than **April 26, 2012 at 10:00 am. local time** at which time all Bids will be publicly opened and read. Receipt of a response by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Wellington Clerk's time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be obtained starting **April 2, 2012** online at [www.demandstar.com](http://www.demandstar.com) and on our website at [www.wellingtonfl.gov](http://www.wellingtonfl.gov) or by calling Ed De La Vega 561-791-4055. No bid may be withdrawn for a period of 90 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All Bids shall be sealed when submitted and be delivered or mailed to:

**Wellington**

**ATTN: Clerk's Office**

**12300 Forest Hill Blvd**

**Wellington, FL 33414**

**ENVELOPE MUST BE IDENTIFIED AS SEALED ITB #091-12/ENR Purchase and Delivery of Fertilizers, Herbicides, Insecticides, Fungicides, and other Specialty Items**

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Ed De La Vega 12300 Forest Hill Blvd, Wellington, FL 33414: Phone 561-791-4055 or email [edelavega@wellingtonfl.gov](mailto:edelavega@wellingtonfl.gov)

**Publish: Palm Beach Post - April 1, 2012**

**Account #9-657448**

**BID ACKNOWLEDGEMENT COVER PAGE****SUBMIT BIDS TO:**

Wellington  
Attn: Clerk's Office  
12300 Forest Hill Blvd  
Wellington, FL 33414

**REFER ALL INQUIRIES TO PRIMARY CONTACT:**

Purchasing Division  
12300 Forest Hill Blvd  
Wellington, FL 33414  
Phone:(561)791-4107/Fax:(561)904-5817

**Wellington****INVITATION TO BID****COMMODITY/SERVICE****BID TITLE:****Purchase and Delivery of Fertilizers, Herbicides, Insecticides, Fungicides and other Specialty Items****BID NO:****091-12/ENR****NAME OF FIRM, ENTITY, or ORGANIZATION:****NAME OF CONTACT PERSON****VENDOR MAILING ADDRESS:****CITY:****ZIP:****STATE:****TITLE****VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):****CITY:****ZIP:****STATE:****PHONE NUMBER:****FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):****EMAIL ADDRESS:****STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)****FAX NUMBER:****ORGANIZATIONAL STRUCTURE (Please Check One):**Corporation ☐Partnership ☐Proprietorship ☐Joint Venture ☐Other ☐*If Corporation, please provide the following:*

(A) Date of Incorporation: \_\_\_\_\_

Month / Day / Year

(B) State or Country of Incorporation:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

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**AUTHORIZED SIGNATURE (MANUAL)****AUTHORIZED SIGNATURE (PRINT OR TYPED)****TITLE (PRINT OR TYPED)**

## INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.
2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	April 1, 2012	
Number of Bid Hard Copies Including Original	one (1) original and one (1) PDF (CD) copy	
Questions from Bidders to Warrant Response/Addendum	April 17, 2012	
Bids Received By – (Deadline & Opening)	April 26, 2012 @ 10:00 am. local time	
Evaluation Committee Meeting (if applicable)	N/A	
Posted Notice of Intended Award	TBA	
Contract Award by Wellington Council	TBA	

3. **NOTIFICATIONS:** Respondents are advised that <http://www.demandstar.com> is the preferred sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.
4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

**ORDER OF PRECEDENCE:** All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

- |                                   |                                    |                                  |
|-----------------------------------|------------------------------------|----------------------------------|
| 1. Bid acknowledgement Cover Page | 4. Technical Specifications        | 7. Schedule of Values & Ordering |
| 2. Instructions to Bidders        | 5. General Terms and Conditions    | Instructions and Forms           |
| 3. Special Terms and Conditions   | 6. General Instructions to Bidders |                                  |

Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

## GENERAL TERMS AND CONDITIONS

- 1 SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
  - 2 EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.
  - 3 PRICES QUOTED AND CASH DISCOUNTS:** Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. Prices negotiated during renewal terms shall remain firm and fixed for the duration of the renewal period. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes
  - 4 TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
  - 5 MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
  - 6 MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).
- If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
- (a) UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract.
  - (b) SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.
  - (c) OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.
  - (d) UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 7 MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
  - 8 SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
  - 9 DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the

successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (Fridays, weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeree fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

**10 DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.

**11 INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

**12 DISPUTES:** Any actual or prospective proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of a bid or contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. The Purchasing Division shall post a tabulation of the solicitation results with intended award recommendations. Posting shall be in the Clerk's Office and shall be on display for public viewing. All bidders, proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Purchasing Division at the time of posting, via Demandstar. Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest to the Purchasing Division within 72 hours (excluding Fridays, Saturdays, Sundays and legal holidays) from 7:00 AM to 6:00 PM. The protest shall specify the subject matter, facts giving rise to the protest and also the action requested from Wellington. The Director of Financial Management and Budget will respond to all protests. Any person aggrieved by the decision of the Director of Office of Financial Management and Budget (OFMB) or his/her designee, may appeal to Wellington Manager within seven (7) days from the date of the

Director of OFMB or designee's written decision. Said appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of the Wellington Manager. The Manager shall attempt to settle or resolve the matter and shall render a decision, in writing, within seven (7) days following the receipt of the appeal. A decision by the Manager shall be final and conclusive unless the protestor files a written appeal directly to council within three days of the Manager's decision.

**13 LIMITATIONS ON VENDOR CONTACT WITH CITY DURING SOLICITATION PERIOD:** Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and Council award, any Wellington employee or official concerning any aspect of this solicitation, except in writing to the Purchasing Division or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**14 AWARDS:** Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

(a) No bid may be withdrawn for a period of 90 days after time of award by Wellington Council.

(b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.

(c) **LOCAL PREFERENCE POLICY:** Preferable consideration is given when awarding contract in accordance with the Wellington's Local Preference Policy found in Resolution No. R2009-91 Section 2.12.F of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes:

(1) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary;

(2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

- (d) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.
- (e) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.
- (f) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- 15 BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.
- 16 LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.
- 17 INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.
- 18 OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.
- 19 SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.
- 20 SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 21 ANTI-DISCRIMINATION:** The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 22 QUALITY AND CONDITION:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.
- 23 LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.
- 24 BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.
- 25 CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:
- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
  - (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
  - (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- 26 INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less

deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.

**27 FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.

**28 BID TABULATIONS:** Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**29 APPLICABLE LAW AND VENUE:** The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

**30 ASSIGNMENT:** The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.

**31 LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

**32 OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:** If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

**33 WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.

**34 PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**35 CONFLICT OF INTEREST AND CODE OF ETHICS:** The award is subject to provisions of State Statutes and Wellington policies. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Wellington. Further, all Bidders must disclose the name of any Wellington employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches. If any Bidder violates or is a party to a violation of the code of ethics of Wellington and the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from bidding on any future Bids for work or for goods or services for Wellington. A copy of Wellington and State Ethics Codes is available at the office of Wellington Clerk, Wellington of Wellington, 12300 Forest Hill Blvd, Wellington FL 33414.

**36 NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

**37 PUBLIC RECORDS:** All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announce, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

**38 TIE BIDS:** In the event of an identical tied bid, preference shall be given (1) Drug Free Workplace; (2) Headquarters within Wellington; (3) Branch office in Wellington; (4) Headquarters within Palm Beach County; (5) Branch office within Palm Beach County; (6) Drawing lots in public.

**39 ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall

have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

- 40. PALM BEACH COUNTY INSPECTOR GENERAL:** In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**NOTE**

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE.



## SPECIAL TERMS AND CONDITIONS

**PURPOSE:** The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for the purchase and delivery of fertilizers, herbicides, insecticides, fungicides, and other specialty items as specified herein.

**TERM OF CONTRACT:** The term of the contract shall be for one (1) year from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for three (3) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) year renewals. Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term contract term.

**ESCALATION AND DE-ESCALATION DURING RENEWAL:** Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal period. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to Wellington. It is also expected that de-escalation of prices will be extended to Wellington if market so reflects. Wellington will consider a price increase based on a most recent Consumer Price Index and/or proof of a manufacturer's price increase.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements. Wellington reserves the right to order as and when required. No delivery shall become due to be acceptable without a purchase order by Wellington.

**METHOD OF AWARD:** Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

Wellington intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.** **NOTE: NO CONTRACT SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT HAS BEEN COMPLETELY EXECUTED BY BOTH PARTIES.**

**WORK AUTHORIZATION/PLACING ORDERS:** Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

**PAYMENT:** Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida.

**DELIVERY:** Bidder shall notify Wellington of any delays for deliveries lasting longer than the agreed timeframe. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

**PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:** If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

**INSURANCE:** Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$500,000 for accident, \$500,000 disease policy limit, and \$500,000 disease each employee
- General Liability Insurance - \$500,000 general aggregate, \$500,000 per person, \$500,000 each occurrence and \$500,000 per accident for bodily injury
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$500,000 per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an "Any Auto" type policy.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

**CONTACT PERSON:** For any additional information regarding the specifications and requirements of this bid, contact: Ed De La Vega [edelavega@wellingtonfl.gov](mailto:edelavega@wellingtonfl.gov) 561-791-4055.

**BID CLARIFICATION:** Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, FAX: (561) 904-5809, EMAIL [edelavega@wellingtonfl.gov](mailto:edelavega@wellingtonfl.gov). The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**GUARANTEE:** The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. **Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.**

**WARRANTY:** Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

**PRODUCT/CATALOG INFORMATION:** All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information will result in rejection of your bid.

**COMPLETE PROJECT REQUIRED:** These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

**BID SUBMITTAL:** All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered “Non-Responsive” if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

**LATE BIDS:** The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

**EXCEPTIONS TO SPECIFICATIONS:** Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**COMPLETE INFORMATION REQUIRED ON BID FORM:** All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**ESTIMATED QUANTITIES:** Quantities stated are for bidders’ guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

**SUBCONTRACTORS:** Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the “Questionnaire” included in this Bid document. Wellington reserves the right to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

**ACCEPTANCE:** Delivery of the unit(s) and product to Wellington does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) and product meets contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. Unit(s) and product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

## SPECIFICATIONS

### Bid Specifications

In the spaces provided please submit Item #, Brand, EPA Registration Number (if applicable), Pack Size, Delivery Days after receipt of an order, Unit Price, and Total Price (estimated annual quantity multiplied by unit price).

**Item #1 15-0-15 Turf Fertilizer (LESCO or acceptable equal)**

TOTAL NITROGEN (N)	15.00%
4.50% Ammoniacal Nitrogen (N)	
10.50% Urea Nitrogen (N)*	
SOLUBLE POTASH (K <sub>2</sub> O)	15.00%
SULFUR (S) Total	6.10%
1.85% Free Sulfur (S)	
4.25% Combined Sulfur (S)	
IRON (Fe) Total	1.00%
0.01% Water Soluble Iron (Fe)	
MANGANESE (Mn) Total	0.40%
0.06% Water Soluble Manganese (Mn)	
DERIVED FROM: Polymer Coated Sulfur Coated Urea, Urea, Ammonium Sulfate, Muriate of Potash, Iron Sucrate, Manganese Sucrate.	
CHLORINE (Cl) Max	11.25%
*3.00% Slowly Available Urea Nitrogen from Polymer Coated Sulfur Coated Urea.	

**Item #2 16-0-8 Turf Fertilizer (LESCO or acceptable equal)**

TOTAL NITROGEN (N)	16.00%
3.50% Ammoniacal Nitrogen (N)	
12.50% Urea Nitrogen (N)*	
SOLUBLE POTASH (K <sub>2</sub> O)	8.00%
SULFUR (S) Total	4.78%
1.48% Free Sulfur (S)	
3.30% Combined Sulfur (S)	
IRON (Fe) Total	0.50%
0.005% Water Soluble Iron (Fe)	
MANGANESE (Mn) Total	0.20%
0.03% Water Soluble Manganese (Mn)	
DERIVED FROM: Polymer Coated Sulfur Coated Urea, Urea, Ammonium Sulfate, Muriate of Potash, Iron Sucrate, Manganese Sucrate.	
CHLORINE (Cl) Max	6.00%
*2.40% Slowly Available Urea Nitrogen from Polymer Coated Sulfur Coated Urea.	

**Item #3 16-2-16 Turf Fertilizer (LESCO or acceptable equal)**

TOTAL NITROGEN (N)	16.00%
4.00% Ammoniacal Nitrogen (N)	
12.00% Urea Nitrogen (N)*	
AVAILABLE PHOSPHATE (P <sub>2</sub> O <sub>5</sub> )	2.00%
SOLUBLE POTASH (K <sub>2</sub> O)	16.00%
MAGNESIUM (Mg) Total	2.00%
2.00% Water Soluble Magnesium (Mg)	
SULFUR (S) Total	11.00%
2.40% Free Sulfur (S)	
8.60% Combined Sulfur (S)	
IRON (Fe) Total	2.00%
0.02% Water Soluble Iron (Fe)	
MANGANESE (Mn) Total	1.80%
0.26 Water Soluble Manganese (Mn)	
DERIVED FROM: Polymer Coated Sulfur Coated Urea, Urea, Ammonium Sulfate, Ammonium Phosphate, Muriate of Potash, Sulfate of Potash, Iron Sulfate, Manganese Sulfate, Sulfate of Potash-Magnesia.	
CHLORINE (Cl) Max	6.00%
*4.00% Slowly Available Urea Nitrogen from Polymer Coated Sulfur Coated Urea.	

**Item #4 DIMENSION 0.21% Plus Fertilizer (or acceptable equal)****Dimension**

Active Ingredient: Dithiopyr, 3,5-pyridinedicarbothioic acid, 2-(difluoromethyl)-4-(2-methylpropyl)-6-(trifluoromethyl)-S, S-dimethyl ester

0.21%

Inert Ingredients:

99.79%

**18-0-18 (LESCO or acceptable equal)**

TOTAL NITROGEN (N)	18.00%
18.00% Urea Nitrogen (N)*	
SOLUBLE POTASH (K <sub>2</sub> O)	18.00%
SULFUR (S) Total	7.80%
4.60% Free Sulfur (S)	
3.20% Combined Sulfur (S)	
IRON (Fe) Total	2.00%
0.02% Water Soluble Iron (Fe)	
MANGANESE (Mn) Total	1.00%
0.14% Water Soluble Manganese (Mn)	
DERIVED FROM: Polymer Coated Sulfur Coated Urea, Urea, Muriate of Potash, Sulfate of Potash, Iron Sulfate, Manganese Sulfate.	
CHLORINE (Cl) Max	7.00%
*4.50% Slowly Available Urea Nitrogen from Polymer Coated Sulfur Coated Urea.	

**SPECIFICATIONS CONTINUED**

**ITEMS #5 – 13: Follow the item descriptions on the Schedule of Values / Bid Pricing From**

**SPECIFICATIONS CONTINUED**

**ITEM #14: 400 High Mn Fertilizer**

**Next Page**



# GatorEXCEL

## 400 HIGH Mn

### Guaranteed Analysis

Chelated Magnesium(Mg) 1.0%

Chelated Manganese(Mn) 4.0%

Chelated Iron (Fe) 3.0%

Combined Sulfur (S) 5.0%

Derived From:  
Magnesium Glucoheptonate,  
Manganese Glucoheptonate,  
Iron Glucoheptonate.

### DIRECTIONS FOR USE:

**Lawns, Turf, Golf Courses:** Use 1 to 4 gallons per acre (3 to 12 ounces per 1,000 sq. ft.) in enough water for thorough coverage. 3 to 5 gallons of water per 1,000 sq. ft. is recommended. Apply 3 to 4 times per season to maintain healthy turf.

**Tees and Greens:** Use 3 to 8 ounces per 1,000 sq. ft. in enough water for thorough coverage (3 to 5 gallons of water per 1,000 sq. ft. is recommended). Use monthly or as needed to maintain turf color.

**Ornamental Plants:** **Foliar** – use 1 gallon per 100 gallons of water and apply as a thorough coverage spray. **Drench** – use 4 gallons per 100 gallons of water and apply to drip line of plants. Use 1 to 2 gallons of finished mixture per plant.

**CAUTIONS:** Avoid getting in eyes, mucous membranes, or on the skin. Use with adequate ventilation. Keep container capped when not in use. Do not contaminate water supplies.

**ANTIDOTES:** Skin or eye contact: Flush thoroughly with water and see a physician. Internal: Induce vomiting if conscious and get medical attention at once.

**CAUTION:** Avoid spraying painted or concrete surfaces as staining may occur.

**CONDITIONS OF SALE:** Seller warrants that this product consists of the ingredients specified and is reasonably fit for the purpose stated on this label when used in accordance with directions under normal conditions of use.

No one, other than the officer of Seller, is authorized to make any warranty, guarantee, or directions concerning this product. Because the time, place, rate of application and other conditions of use are beyond Seller's control, Seller's liability from handling, storage and use of this product is limited to replacement of product or refund of purchase price.

**Weight per gallon:**  
**11.3 Lbs**

Manufactured By:  
F1016  
**Howard Fertilizer  
and Chemical Co., Inc.**  
8306 S. Orange Ave.  
Orlando, FL 32809

Gator Brand is a registered  
trademark of Howard Fertilizer and  
Chemical Co, Inc.

Lot Number \_\_\_\_\_ Net Contents \_\_\_\_\_ Gal/Liters \_\_\_\_\_

**CAUTION: KEEP OUT OF REACH OF CHILDREN**



**SPECIFICATIONS CONTINUED**

**ITEM #15: 8-2-12 Fertilizer (Specific Blend)**

**Next Page**

## 50# BAG

## Guaranteed Analysis (Percent)

Total Nitrogen**	8.00
None Nitrate Nitrogen	
None Ammoniacal Nitrogen	
8.00 Other/Water-Sol.Nitrogen (And/Or Urea Nitrogen)	
None Water Insoluble Nitrogen	
Available Phosphate (P2O5)	2.00
Soluble Potash (K2O)	12.00
Chlorine Not More Than	2.00

## Derived From:

Polymer Coated Sulfur Coated Urea,  
SUPERPHOSPHATE,  
POLY/SULFUR COAT SULFATE OF POTASH.  
5.60 Units = Slow Release Nitrogen\*  
9.60 Units = Slow Release Potash  
Statement of Secondary Plant Foods:  
Total Magnesium as Mg 4.00  
4.000 Soluble Magnesium as Mg  
Total Manganese as Mn 1.00  
1.000 Soluble Manganese as Mn  
Total Copper as Cu 0.05  
0.050 Soluble Copper as Cu  
0.10 Chelated Iron as Fe  
Total Zinc as Zn 0.15  
0.150 Soluble Zinc as Zn  
Boron 0.10

## Derived From:

MAGNESIUM SULFATE (KIESERITE),  
MANGANESE SULFATE, COPPER SULFATE,  
IRON EDTA/IRON DPTA, ZINC SULFATE,  
BORON.

## 50# BAG

## Guaranteed Analysis (Percent)

Total Nitrogen**	8.00
None Nitrate Nitrogen	
None Ammoniacal Nitrogen	
8.00 Other/Water-Sol.Nitrogen (And/Or Urea Nitrogen)	
None Water Insoluble Nitrogen	
Available Phosphate (P2O5)	2.00
Soluble Potash (K2O)	12.00
Chlorine Not More Than	2.00

## Derived From:

Polymer Coated Sulfur Coated Urea,  
SUPERPHOSPHATE,  
POLY/SULFUR COAT SULFATE OF POTASH.  
5.60 Units = Slow Release Nitrogen\*  
9.60 Units = Slow Release Potash  
Statement of Secondary Plant Foods:  
Total Magnesium as Mg 4.00  
4.000 Soluble Magnesium as Mg  
Total Manganese as Mn 1.00  
1.000 Soluble Manganese as Mn  
Total Copper as Cu 0.05  
0.050 Soluble Copper as Cu  
0.10 Chelated Iron as Fe  
Total Zinc as Zn 0.15  
0.150 Soluble Zinc as Zn  
Boron 0.10

## Derived From:

MAGNESIUM SULFATE (KIESERITE),  
MANGANESE SULFATE, COPPER SULFATE,  
IRON EDTA/IRON DPTA, ZINC SULFATE,  
BORON.

**SPECIFICATIONS CONTINUED**

**ITEM #16: 16-2-16 Fertilizer with Methelated Urea (Specific Blend)**

**Next Page**

BULK  
 Guaranteed Analysis (Percent)  
 Total Nitrogen\*\* 16.00  
     None Nitrate Nitrogen  
     0.78 Ammoniacal Nitrogen  
     13.07 Other/Water-Sol.Nitrogen  
         (And/Or Urea Nitrogen)  
     2.15 Water Insoluble Nitrogen  
 Available Phosphate (P2O5) 2.00  
 Soluble Potash (K2O) 16.00  
 Chlorine Not More Than 6.00

Derived From:

UREA,  
 POLYMER COATED SULFUR COATED UREA,  
 METHYLENE UREA,  
 DIAMMONIUM PHOSPHATE,  
 MURIATE OF POTASH,  
 SULPHATE OF POTASH,  
 SULFATE OF POTASH MAGNESIUM.  
 6.35 Units = Slow Release Nitrogen\*  
 Statement of Secondary Plant Foods:  
 Total Magnesium as Mg 3.00  
     3.00 Soluble Magnesium as Mg  
 Total Manganese as Mn 1.80  
     0.25 Soluble Manganese as Mn  
 Total Iron as Fe 2.00  
     0.00 Soluble Iron as Fe

Derived From:

SULFATE OF POTASH MAGNESIUM,  
 MANGANESE SUCRATE, IRON OXIDE.  
 INFORMATION CONCERNING THE RAW  
 MATERIALS COMPOSING THIS PRODUCT  
 CAN BE OBTAINED BY WRITING TO:  
 HOWARD FERTILIZER AND CHEMICAL CO.,  
 INC., ATTN: COMPLIANCE DEPT. 8306  
 SOUTH ORANGE AV, ORLANDO, FL 32809  
 OR BY CALLING 1-800-899-3141

BULK  
 Guaranteed Analysis (Percent)  
 Total Nitrogen\*\* 16.00  
     None Nitrate Nitrogen  
     0.78 Ammoniacal Nitrogen  
     13.07 Other/Water-Sol.Nitrogen  
         (And/Or Urea Nitrogen)  
     2.15 Water Insoluble Nitrogen  
 Available Phosphate (P2O5) 2.00  
 Soluble Potash (K2O) 16.00  
 Chlorine Not More Than 6.00

Derived From:

UREA,  
 POLYMER COATED SULFUR COATED UREA,  
 METHYLENE UREA,  
 DIAMMONIUM PHOSPHATE,  
 MURIATE OF POTASH,  
 SULPHATE OF POTASH,  
 SULFATE OF POTASH MAGNESIUM.  
 6.35 Units = Slow Release Nitrogen\*  
 Statement of Secondary Plant Foods:  
 Total Magnesium as Mg 3.00  
     3.00 Soluble Magnesium as Mg  
 Total Manganese as Mn 1.80  
     0.25 Soluble Manganese as Mn  
 Total Iron as Fe 2.00  
     0.00 Soluble Iron as Fe

Derived From:

SULFATE OF POTASH MAGNESIUM,  
 MANGANESE SUCRATE, IRON OXIDE.  
 INFORMATION CONCERNING THE RAW  
 MATERIALS COMPOSING THIS PRODUCT  
 CAN BE OBTAINED BY WRITING TO:  
 HOWARD FERTILIZER AND CHEMICAL CO.,  
 INC., ATTN: COMPLIANCE DEPT. 8306  
 SOUTH ORANGE AV, ORLANDO, FL 32809  
 OR BY CALLING 1-800-899-3141

**SPECIFICATIONS CONTINUED**

**ITEM #17: 18-0-18 Fertilizer with Methelated Urea (Specific Blend)**

**Next Page**

## BULK

Guaranteed Analysis (Percent)  
 Total Nitrogen\*\* 18.00  
 None Nitrate Nitrogen  
 None Ammoniacal Nitrogen  
 18.00 Other/Water-Sol.Nitrogen  
 (And/Or Urea Nitrogen)  
 None Water Insoluble Nitrogen  
 Available Phosphate (P2O5) None  
 Soluble Potash (K2O) 18.00  
 Chlorine Not More Than 7.01  
 Derived From:

UREA,

POLYMER COATED SULFUR COATED UREA,

MURIATE OF POTASH,

SULPHATE OF POTASH.

5.39 Units = Slow Release Nitrogen\*

0.00 Units = Slow Release Phosphate

Statement of Secondary Plant Foods:

0.00 Soluble Magnesium as Mg

Total Manganese as Mn 1.00

0.14 Soluble Manganese as Mn

Total Iron as Fe 2.00

0.01 Soluble Iron as Fe

Derived From:

MANGANESE SUCRATE, IRON SUCRATE,  
IRON OXIDE.

Pesticides:

DITHIOPYR 0.220

INFORMATION CONCERNING THE RAW

MATERIALS COMPOSING THIS PRODUCT

CAN BE OBTAINED BY WRITING TO:

HOWARD FERTILIZER AND CHEMICAL CO.,

INC., ATTN: COMPLIANCE DEPT. 8306

SOUTH ORANGE AV, ORLANDO, FL 32809

OR BY CALLING 1-800-899-3141

## BULK

Guaranteed Analysis (Percent)  
 Total Nitrogen\*\* 18.00  
 None Nitrate Nitrogen  
 None Ammoniacal Nitrogen  
 18.00 Other/Water-Sol.Nitrogen  
 (And/Or Urea Nitrogen)  
 None Water Insoluble Nitrogen  
 Available Phosphate (P2O5) None  
 Soluble Potash (K2O) 18.00  
 Chlorine Not More Than 7.01  
 Derived From:

UREA,

POLYMER COATED SULFUR COATED UREA,

MURIATE OF POTASH,

SULPHATE OF POTASH.

5.39 Units = Slow Release Nitrogen\*

0.00 Units = Slow Release Phosphate

Statement of Secondary Plant Foods:

0.00 Soluble Magnesium as Mg

Total Manganese as Mn 1.00

0.14 Soluble Manganese as Mn

Total Iron as Fe 2.00

0.01 Soluble Iron as Fe

Derived From:

MANGANESE SUCRATE, IRON SUCRATE,  
IRON OXIDE.

Pesticides:

DITHIOPYR 0.220

INFORMATION CONCERNING THE RAW

MATERIALS COMPOSING THIS PRODUCT

CAN BE OBTAINED BY WRITING TO:

HOWARD FERTILIZER AND CHEMICAL CO.,

INC., ATTN: COMPLIANCE DEPT. 8306

SOUTH ORANGE AV, ORLANDO, FL 32809

OR BY CALLING 1-800-899-3141

**SPECIFICATIONS CONTINUED**

**ITEMS #18 – 40: Follow the item descriptions on the Schedule of Values / Bid Pricing From**

**SPECIFICATIONS CONTINUED**

**ITEM #41: Atra -5 Herbicide**

**Next Page**



# RESTRICTED USE PESTICIDE

(GROUND AND SURFACE WATER CONCERNS)

For retail sale to and use only by certified applicators or persons under their direct supervision and only for those uses covered by the certified applicator's certification. This product is a restricted use herbicide due to ground and surface water concerns. Users must read and follow all precautionary statements and instructions for use in order to minimize potential for atrazine to reach ground and surface water.

Drexel

5 Lbs.

**Atra™ - 5**

Herbicide

For season-long weed control in Chemical fallow, Conifers, Corn, Fallowland, Guava, Lawns, Macadamia nuts, Sorghum, Sugarcane and Turf.

#### ACTIVE INGREDIENTS:

Atrazine ..... 52.50%  
Related compounds ..... 0.98%

OTHER INGREDIENTS: ..... 46.52%

TOTAL: ..... 100.00%

This product contains 5 pounds of active ingredients per gallon.

**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

See FIRST AID Below

SHAKE WELL BEFORE USING

EPA Reg. No. 19713-80

EPA Est. No. 19713-MS-001

Net Contents:

#### FIRST AID

##### IF ON SKIN OR CLOTHING:

- Take off contaminated clothing.
- Rinse skin immediately with plenty of water for 15 to 20 minutes.

##### IF IN EYES:

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

##### IF SWALLOWED:

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

##### IF INHALED:

- Move person to fresh air.
- If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible.

Call a poison control center or doctor for treatment advice. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information on this pesticide product (including health concerns, medical emergencies or pesticide incidents), call the National Pesticide Information Center at 1-800-858-7378.

**NOTE TO PHYSICIAN:** There is no specific antidote for Atrazine. If this product is ingested, induce emesis or lavage stomach. The use of an aqueous slurry of activated charcoal may be considered.

#### PRECAUTIONARY STATEMENTS

##### Hazards To Humans And Domestic Animals

**CAUTION:** Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing.

##### PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are polyethylene or polyvinyl chloride. If you want more options, follow the instructions for Category A on the EPA chemical-resistance category selection chart.

**Applicators using spray equipment mounted on their backs must wear:** Coveralls over long-sleeved shirt and long pants, chemical-resistant footwear plus socks, and chemical-resistant gloves such as polyethylene or polyvinyl chloride.

**Mixers, loaders, all other applicators, flaggers, and other handlers must wear:** Long-sleeved shirt and long pants, chemical-resistant gloves such as polyethylene or polyvinyl chloride, shoes plus socks, and chemical-resistant apron when mixing/loading, cleaning up spills, cleaning equipment, or otherwise exposed to the concentrate. See engineering controls for additional requirements.

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

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

#### ENGINEERING CONTROL STATEMENTS

Mixers and loaders supporting aerial applications **at a rate greater than 3 lbs. active ingredient per acre** must use a closed system that meets the requirements for dermal protection listed in the Worker Protection Standard (WPS) for Agricultural Pesticides [40 CFR 170.240(d)(4)] and must:

- Wear the PPE required above for mixers and loaders
- Wear protective eyewear if the system operates under pressure, and
- Be provided and have immediately available for use in an emergency, such as a spill or equipment breakdown: chemical-resistant footwear

Pilots must use an enclosed cockpit in a manner that is consistent with the WPS for Agricultural Pesticides [40 CFR 170.240(d)(6)]. Pilots must wear the PPE required on this labeling for applicators, however, they need not wear chemical-resistant gloves when using an enclosed cockpit.

Flaggers supporting aerial applications must use an enclosed cab that meets the definition on the WPS for Agricultural Pesticides [40 CFR 170.240(d)(5)] for dermal protection.

When applicators use enclosed cabs in a manner that meets the requirements listed in the WPS for agricultural pesticides [40 CFR 170.240(d)(5)], the handler PPE requirements may be reduced or modified as specified in the WPS.

Manufactured By:

**Drexel Chemical Company**

P.O. BOX 13327, MEMPHIS, TN 38113-0327

SINCE 1972

## USER SAFETY RECOMMENDATIONS

**Users should:** 1) Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. 2) Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. 3) Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

## ENVIRONMENTAL HAZARDS

Atrazine can travel (seep or leach) through soil and can enter groundwater which may be used as drinking water. Atrazine has been found in groundwater. Users are advised not to apply atrazine to Sand and Loamy sand soils where the water table (groundwater) is close to the surface and where these soils are very permeable, i.e., well-drained. Your local agricultural agencies can provide further information on the type of soil in your area and the location of groundwater.

Groundwater contamination may be reduced by diking and flooring of permanent liquid bulk storage sites with an impermeable material.

This product must not be mixed or loaded within 50 feet of intermittent streams and rivers, natural or impounded lakes and reservoirs. This product must not be applied within 66 feet of the points where field surface water runoff enters perennial or intermittent streams and rivers or within 200 feet around natural or impounded lakes and reservoirs. If this product is applied to highly erodible land, the 66-foot buffer or setback from runoff entry points must be planted to crop or seeded with Grass or other suitable crop.

This product must not be mixed/loaded or used within 50 feet of all wells including abandoned wells, drainage wells and sinkholes. Operations that involve mixing, loading, rinsing or washing of this product into or from pesticide handling or application equipment or containers within 50 feet of any well are prohibited, unless conducted on an impervious pad constructed to withstand the weight of the heaviest load that may be positioned on or moved across the pad. Such a pad shall be designed and maintained to contain any product spill or equipment leaks, container or equipment rinse or washwater and rainwater that may fall on the pad.

Surface water shall not be allowed to either flow over or from the pad, which means the pad must be self-contained. The pad shall be sloped to facilitate material removal. An unroofed pad shall be of sufficient capacity to contain at a minimum 110% of the capacity of the largest pesticide container or application equipment on the pad. A pad that is covered by a roof of sufficient size to completely exclude precipitation from contact with the pad shall have a minimum containment capacity of 100% of the capacity of the largest pesticide container or application equipment on the pad. Containment capacities as described above shall be maintained at all times. The above-specified minimum containment capacities do not apply to vehicles when delivering pesticide shipments to the mixing/loading sites. Additional States imposed requirements regarding wellhead setbacks and operational area containment must be observed.

This pesticide is toxic to aquatic invertebrates. Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not apply when weather conditions favor drift from treated areas. Runoff and drift from treated areas may be hazardous to aquatic organisms in neighboring areas. Do not contaminate water when disposing of equipment washwaters.

**TILE-OUTLETTED TERRACED FIELDS CONTAINING STANDPIPES**  
One of the following restrictions must be used in applying atrazine to tile-outletted terraced fields containing standpipes.

1. Do not apply this product within 66 feet of standpipes in tile-outletted terraced fields.
2. Apply this product to the entire tile-outletted terraced field and immediately incorporate it to a depth of 2 to 3 inches in the entire field.
3. Apply this product to the entire tile-outletted terraced field under a no-till practice only when high crop residue management practices are used. High crop residue management practice is described as a crop management practice where little or no crop residue is removed from the field during and after crop harvest.

## GENERAL INFORMATION

ATRA-5 Herbicide will control most annual Broadleaf and Grass weeds in Corn, Sorghum, Sugarcane and certain other crops as specified on this label. This product may be applied before or after weeds emerge. In each case where a range of rates is given, the lower rate should be used on Coarse textured soil and soil low in organic matter and the higher rate should be used on Fine textured soil and soil high in organic matter.

Following many years of continuous use of this product and chemically related products, biotypes of some of the weeds listed on this label have been reported which cannot be effectively controlled by this and related herbicides. Where this is known or suspected and weeds controlled by this product are expected to be present along with resistant biotypes, we recommend the use of this product in combinations or in sequence with other registered herbicides which are not triazines. If only resistant biotypes are expected to be present, use a registered non-triazine herbicide. Consult with your State Agricultural Extension Service for specific recommendations.

Since this product acts mainly through root absorption, its effective-

ness depends on rainfall or irrigation to move it into the root zone. Should weeds develop, a shallow cultivation or rotary hoeing will generally result in better weed control.

This product is non-corrosive to equipment and metal surfaces, non-flammable and has low electrical conductivity. Care should be taken to avoid using this product near adjacent desirable plants or in greenhouses, or injury may occur.

To avoid spray drift, do not apply under windy conditions. Avoid spray overlap, as crop injury may result.

**Note:** The Seller does not recommend the use of this product in combination with other herbicides or oils except as specifically described on the label or in literature published by the Seller.

**FAILURE TO FOLLOW ALL USE PRECAUTIONS AND RESTRICTIONS ON THIS LABEL MAY RESULT IN POOR WEED CONTROL, CROP INJURY OR ILLEGAL RESIDUES.**

## SPRAY DRIFT MANAGEMENT

Avoiding spray at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determine the potential for spray drift. The applicator and the grower are responsible for considering all these factors when making decisions.

The following drift management requirements must be followed to avoid off-target drift movement from aerial applications to agricultural field crops. These requirements do not apply to forestry applications, public health uses or to applications using dry formulations.

1. The distance of the outermost nozzles on the boom must not exceed three-fourths the length of the wingspan or rotor.
2. Nozzles must always point backward parallel with the air stream and never be pointed downwards more than 45 degrees.

Where states have more stringent regulations, they should be observed.

The applicator should be familiar with and take into account the information covered in the **Aerial Drift Reduction Advisory Information** section below.

## Aerial Drift Reduction Advisory Information

### Information on Droplet Size

The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see **Wind, Temperature and Humidity**, and **Temperature Inversions**).

### Controlling Droplet Size

- Volume - Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with higher rated flows produce larger droplets.
- Pressure - Do not exceed the nozzle manufacturer's recommended pressures. For many nozzle types, lower pressure produces larger droplets. When higher flow rates are needed, use higher flow rate nozzles instead of increasing pressure.
- Number of nozzles - Use the minimum number of nozzles that provide uniform coverage.
- Nozzle Orientation - Orienting nozzles so that the spray is released parallel to the airstream produces larger droplets than other orientations and is the recommended practice. Significant deflection from horizontal will reduce droplet size and increase drift potential.
- Nozzle Type - Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce larger droplets than other nozzle types.

### Boom Length

For some use patterns, reducing the effective boom length to less than three-fourths of the wingspan or rotor length may further reduce drift without reducing swath width.

### Application Height

Applications should not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces exposure of droplets to evaporation and wind.

### Swath Adjustment

When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance should increase, with increasing drift potential (higher wind, smaller drops, etc).

### Wind

Drift potential is lowest between speeds of 2 to 10 mph. However, many factors, including droplet size and equipment type determine drift potential at any given speed. Application should be avoided below 2 mph due to variable wind direction and high inversion potential.

**Note:** Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect spray drift.

### Temperature and Humidity

When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

### Temperature Inversions

Applications should not occur during a temperature inversion because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

### Sensitive Areas

This pesticide should only be applied when the potential for drift to adjacent sensitive areas (e.g. residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is minimal (e.g. when wind is blowing away from the sensitive area).

### MIXING PROCEDURES (All Uses)

1. Be sure sprayer is clean and not contaminated with any other materials or crop injury or sprayer clogging may result.
2. Fill tank one-fourth full with clean water, nitrogen solution or complete liquid fertilizer.
3. Start agitation.
4. Be certain that the agitation system is working properly and creates a rippling or rolling action on the liquid surface.
5. Pour product directly from container into tank.
6. Continue filling tank until 90% full. Increase agitation, if necessary, to maintain surface action.
7. Add emulsifiable oil, oil concentrate or tank mix herbicide(s) after this product is thoroughly suspended.
8. Finish filling tank.
9. Empty tank as completely as possible before refilling to prevent buildup of oil or emulsifiable concentrate residue. Maintain agitation to avoid separation of materials.
10. If an oil or emulsifiable concentrate film starts to build up in tank, drain it and clean with strong detergent solution or solvent.
11. Clean sprayer thoroughly immediately after use by flushing system with water containing a detergent.

### APPLICATION PROCEDURES

**GROUND APPLICATION:** Use conventional ground sprayers equipped with nozzles that provide accurate and uniform application. Be certain that nozzles are uniformly spaced and are the same size. Calibrate sprayer before use and recalibrate at the start of each season and when changing carriers. Unless otherwise specified, use a minimum of 10 gallons of spray mixture per acre for all pre-plant incorporated, pre-plant surface, pre-emergence and post-emergence applications (with or without oil or surfactant) with ground equipment. Use a pump with capacity to:

1. Maintain 35 to 40 psi at nozzles.
2. Provide sufficient agitation in tank to keep mixture in suspension.
3. Provide a minimum of 20% bypass at all times.

Use centrifugal pumps which provide propeller shear action for dispersing and mixing this product. The pump should provide a minimum of 10 gallons per minute per 100 gallon tank size circulated through a correctly positioned sparger tube or jets.

Use screens to protect the pump and to prevent nozzles from clogging. Screens placed on the suction side of the pump should be 16-mesh or coarser. Do not place a screen in the recirculation line. Use 50-mesh or coarser screens between the pump and boom and where required, at the nozzles. Check nozzle manufacturer's recommendations.

For band applications, calculate the amount to be applied per acre as follows:

$$\frac{\text{band width in inches}}{\text{row width in inches}} \times \text{broadcast rate per acre} = \text{amount needed per acre in field}$$

**AERIAL APPLICATION:** Use aerial application only where broadcast applications are specified. Apply in a minimum of 1 quart of water for each quart of this product applied per acre. For post-emergence treatments on Corn and Sorghum, apply recommended rate in a minimum of 2 gallons of water per acre. Avoid applications under conditions where uniform coverage cannot be obtained or where excessive spray drift may occur.

Avoid application to humans or animals. Flagmen and loaders should avoid inhalation of spray mist and prolonged contact with skin.

**THIS PRODUCT IN WATER OR LIQUID FERTILIZER APPLICATIONS**  
Nitrogen solutions or complete liquid fertilizers may replace all or part of the water as a carrier for pre-emergence and pre-plant applications of this product on Corn and Sorghum. Check the compatibility of this product with liquid fertilizer and/or nitrogen solution as shown below before use. Do not apply in nitrogen solution or complete liquid fertilizer after Corn or Sorghum emerges, or crop injury may occur.

**Compatibility Test:** Since liquid fertilizers can vary, even within the same analysis, always check compatibility with herbicide(s) each time before use. Be especially careful when using complete suspension or fluid fertilizers as serious compatibility problems are more likely to occur. Commercial application equipment may improve compatibility in some instances. The following test assumes a spray volume of 25 gallons per acre. For other spray volumes, make appropriate changes in the ingredients.

### Check compatibility using this procedure:

1. Add 1 pint of fertilizer to each of 2 one-quart jars with tight lids.
2. To one of the jars, add 0.25 teaspoon or 1.2 milliliters of a compatibility agent approved for this use, such as Compex®, MIX™, or Unite® (0.25 teaspoon is equivalent to 2 pints per 100 gallons of spray). Shake or stir gently to mix.
3. To both jars add the appropriate amount of herbicide(s). If more than one herbicide is used, add them separately with dry herbicides first, flowables next and emulsifiable concentrates last. After each addition, shake or stir gently to thoroughly mix. The appropriate amount of herbicides for this test follows:  
**Dry Herbicides:** For each pound to be applied per acre, add 1.5 level teaspoons to each jar.  
**Liquid Herbicides:** For each pint to be applied per acre, add 0.5 teaspoon or 2.5 milliliters to each jar.
4. After adding all ingredients, put lids on and tighten and invert each jar ten times to mix. Let the mixtures stand 15 minutes and then look for separation, large flakes, precipitates, gels, heavy oily film on the jar or other signs of incompatibility. Determine if the compatibility agent is needed in the spray mixture by comparing the two jars. If either mixture separates, but can be remixed readily, the mixture can be sprayed as long as good agitation is used. If the mixtures are incompatible, test the following methods of improving compatibility: A) Slurry the dry herbicide(s) in water before addition, or B) Add half of the compatibility agent to the fertilizer and the other half of the emulsifiable concentrate or flowable herbicide before addition to the mixture. If incompatibility is still observed, do not use the mixture.

### THIS PRODUCT PLUS EMULSIFIABLE OIL OR OIL CONCENTRATE

Adding emulsifiable oil (petroleum-derived, petroleum-derived oil concentrate or single or mixed crop-derived oil concentrate) to post-emergence water-based sprays in Corn and Sorghum may improve weed control. However, under certain conditions, the use of either type of oil may seriously injure the crop. To minimize this possibility, observe the following directions.

Use one of the following properly emulsified:

1. A suitable oil concentrate containing at least 1% suitable emulsifier or surfactant blend.
2. Petroleum-derived oil containing at least 1% suitable emulsifier.

**Note:** In the event of a compatibility problem when mixing oil with this product and water, a compatibility agent such as Compex, MIX, or Unite should be used. Any of the above oils contaminated with water or other materials can cause compatibility problems and/or crop injury.

### DIRECTIONS FOR USE

#### RESTRICTED USE PESTICIDE

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

**ANY USE OF THIS PRODUCT IN AN AREA WHERE USE IS PROHIBITED IS A VIOLATION OF FEDERAL LAW.** Before using this product, you must consult the Atrazine Watershed Information Center (AWIC) to determine whether the use of this product is prohibited in your watershed. AWIC can be accessed through [www.atrazine-watershed.info](http://www.atrazine-watershed.info), or 1-866-365-3014. If use of this product is prohibited in your watershed, you may return this product to your point of purchase or Drexel Chemical Company for a refund. Failure to follow the "DIRECTIONS FOR USE", use precautions and restrictions for use on this label may result in poor weed control, crop injury or illegal residue. Do not apply this product through any type of irrigation system. Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

### AGRICULTURAL USE REQUIREMENTS

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

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

**Exception:** If the product is soil-injected or soil-incorporated, the WPS, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

PPE required for early entry to treated areas that is permitted under the WPS and that involves contact with anything that has been treated, such as plants, soil or water is: Coveralls, chemical-resistant gloves made of any waterproof material, and shoes plus socks.



## NON-AGRICULTURAL USE REQUIREMENTS

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

Do not enter or allow others to enter treated areas until sprays have dried.

### ROTATIONAL CROPS (All Uses)

1. Land treated with this product should not be planted to any crop except Corn or Sorghum until the following year, or injury may occur.
2. If this product is applied after June 10, do not rotate with crops other than Corn or Sorghum the next year, or injury may occur.
3. In the High Plains and Intermountain areas of the West where rainfall is sparse and erratic or where irrigation is required, use this product to control weeds in Corn or Sorghum only when Corn or Sorghum is to follow Corn or Sorghum, or a crop of untreated Corn or Sorghum is to precede other rotational crops.
4. In Eastern parts of the Dakotas, KS, Western MN and NE, Corn or Sorghum treated with this product should not be followed with Soybeans if the broadcast rate applied was more than 4 pints per acre (or comparable rate in a band), or injury may occur.
5. Injury may occur to Soybeans planted the year following an application on soils having a calcareous surface layer.
6. Do not plant Sugar beets, Tobacco, Vegetables (including Dry beans), Spring-seeded small grains or Small-seeded legumes and grasses the year following application of this product, or injury may occur.

### THIS PRODUCT APPLIED ALONE—CORN AND GRAIN SORGHUM PRE-PLANT SURFACE-APPLIED, PRE-PLANT INCORPORATED OR PRE-EMERGENCE (OR POST-EMERGENCE AT 3.2 PINTS PER ACRE WITH OIL)

**Broadleaf or Grass Weeds Controlled:** Annual morningglory, Barnyardgrass\*\* (Watergrass), Cocklebur\*, Giant foxtail\*, Green foxtail\*\*, Groundcherry, Jimsonweed, Kochia, Lambsquarters, Large (Hairy) crabgrass\*, Mustard, Nightshade, Pigweed, Purslane, Ragweed, Sicklespod\*, Velvetleaf\*\* (Buttonweed), Wild oats, Witchgrass\*\* (*Panicum capillare*) and Yellow foxtail\*\*.

### THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM POST-EMERGENCE WITH EMULSIFIABLE OIL OR OIL CONCENTRATE IN WATER (1.9 PINTS PER ACRE)

**Broadleaf Weeds Controlled:** Annual morningglory, Cocklebur, Jimsonweed, Lambsquarters, Mustards, Pigweed, Ragweed, Smartweed, Velvetleaf\* (Buttonweed) and Wild buckwheat.

\*Partial control only.

\*\*Partial control only on Medium and Fine textured soils.

Where there are state/local requirements regarding atrazine use (including lower maximum rates and/or greater setbacks) which are different from this label, the more restrictive/protective requirements must be followed. Certain states may have established rate limitations within specific geographical areas. Consult your State Lead Pesticide Control Agency for additional information. It is a violation of this label to deviate from State regulations.

### CORN

#### PRE-PLANT SURFACE APPLIED

**Broadleaf and Grass Control:** Use on Medium and Fine textured soils with minimum-tillage or no-tillage systems only in CO, IA, IL, IN, KS, KY, MN, MO, MT, ND, NE, SD, WI and WY. Apply the recommended rate of this product shown in "TABLE 1" up to 45 days prior to planting. On Coarse textured soils, do not apply more than two weeks prior to planting. If unsatisfactory length of weed control results from adverse environmental conditions following early treatment, a follow-up application of an appropriately labeled herbicide may be used. If the follow-up treatment includes atrazine, do not exceed the labeled rate for Corn indicated in "TABLE 1".

If weeds are present at the time of treatment, apply in tank mix combination with a contact herbicide (for example, paraquat or glyphosate). Observe directions for use, use precautions and restrictions for use on the label of the contact herbicide.

**Note:** To the extent possible, do not move treated soil out of the row or move untreated soil to the surface during planting or weed control will be diminished.

#### PRE-PLANT INCORPORATED

**Broadleaf and Grass Control:** Broadcast in the Spring after plowing at the rate indicated in "TABLE 1". Application may be made before, during or after final seedbed preparation. Avoid deep incorporation of this product. For best results apply within two weeks prior to planting.

#### PRE-EMERGENCE OR AT-PLANTING

**Broadleaf and Grass Control:** Apply during or shortly after planting, prior to weed emergence, at the rate indicated in "TABLE 1".

#### POST-EMERGENCE

**Broadleaf and Grass Control:** Apply before weeds exceed 1.5 inches in height and before Corn exceeds 12 inches in height at the rate in "TABLE 1".

TABLE 1

### FOR CONTROL OF BROADLEAF AND GRASS WEEDS\* For All Soil Applications Prior To Crop Emergence

#### On Highly Erodible Soils\*\*

If conservation tillage is practiced, leaving at least 30% of the soil covered with plant residues at-planting, apply a maximum of 3.2 pts. of this product per acre as a single broadcast spray. If the soil coverage with plant residue is less than 30% at-planting, a maximum of 2.5 pts. of this product per acre may be applied.

#### On Soils Not Highly Erodible\*\*

Apply a maximum of 3.2 pts. of this product per acre as a single broadcast spray.

\*Broadleaf control (Eastern CO, Western KS, Western NE, NM, OK Panhandle, West TX and Eastern WY): On Sand, Loamy sand, Sandy loam, mild to strongly alkaline soil and all recently leveled soil, apply no more than 1.9 pts. of this product per acre, either pre-plant or pre-emergence. On other soils in these areas, apply rate in this table for Broadleaf and Grass control.

\*\*As defined by the Natural Resource Conservation Service

Where there are state/local requirements regarding atrazine use (including lower maximum rates and/or greater setbacks) which are different from the label, the more restrictive/more protective requirements must be followed. Certain states may have established rate limitations within specific geographical areas. Consult your State Lead Pesticide Control Agency for additional information. It is a violation of this label to deviate from State use regulations.

### FOR POST-EMERGENCE APPLICATION

If no atrazine was applied prior to Corn emergence, apply a maximum of 3.2 pints of this product per acre broadcast. If a post-emergence treatment is required following an earlier herbicide application, the total atrazine applied may not exceed 2.5 pounds atrazine active ingredient per acre per calendar year.

**POST-EMERGENCE WITH EMULSIFIABLE OIL OR OIL CONCENTRATE IN WATER:** Add the following volume of one of the type oils indicated for aerial or ground application unless the oil label specifies otherwise:

Type Oil	Ground Application	Aerial Application
Oil Concentrate (Crop or Petroleum-derived)	0.8 qt. per acre	0.4 to 0.8 qt. per acre
Petroleum-derived oil	0.8 gal. per acre	1.6 qts. per acre

**Note:** Crop-derived or petroleum-derived oil concentrates should contain at least 1%, but not more than 20%, suitable emulsifier or surfactant blend. Petroleum-derived oils should contain at least 1% suitable emulsifier. **Broadleaf and Grass Control:** For post-emergence control of those weeds listed under "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; PRE-PLANT SURFACE-APPLIED, PRE-PLANT INCORPORATED OR PRE-EMERGENCE", broadcast 3.2 pints per acre plus emulsifiable oil or oil concentrate after weed emergence, but before weeds reach 1.5 inches in height and before Corn exceeds 12 inches in height.

**Broadleaf Control:** For post-emergence control of those weeds listed under "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; POST-EMERGENCE WITH EMULSIFIABLE OIL OR OIL CONCENTRATE IN WATER", broadcast 1.9 pints per acre plus emulsifiable oil or oil concentrate before Lambsquarters and Pigweed reach 6 inches in height and before all other weeds reach 4 inches in height. A cultivation may be necessary if all weeds are not controlled or if weeds regrow.

### Use Precautions and Restrictions for Applications of This Product Plus Emulsifiable Oil or Oil Concentrate in Water to Corn

1. Do not use oils in sprays when treating inbred lines or any breeding stock, as injury may occur.
2. Adding other insecticides, herbicides, liquid fertilizers or other materials is not recommended with this product and emulsifiable oil in water because they cause compatibility problems or crop injury.
3. Store and handle emulsifiable oil carefully. Oil contaminated with even a small amount of water may not emulsify properly when added to the tank.
4. Do not use oil in sprays containing this product when Corn is under stress from prolonged cold, wet weather, poor fertility or other factors or when Corn is wet and succulent from recent rainfall, as crop injury may occur.
5. Do not exceed 2.5 pounds of active ingredient (4 pints of this product) per acre per calendar year.
6. Post-emergence application to Corn must be made before Corn exceeds 12 inches in height.

### TANK MIXTURE WITH THIS PRODUCT FOR CORN

This product may be tank-mixed with these herbicides for control of certain Broadleaf and Grass weeds in Corn:

metolachlor	alachlor
metolachlor + paraquat	alachlor + glyphosate
metolachlor + glyphosate	alachlor + paraquat
metolachlor + simazine	paraquat
metolachlor + simazine + paraquat	glyphosate
metolachlor + simazine + glyphosate	simazine
simazine + glyphosate	simazine + paraquat
propachlor	butylate 6.7E

Use tank mix directions appearing on the labels of the above herbicides when tank-mixing with this product. Observe all precautions and limitations on labeling of products used in a particular tank mix.

When tank-mixing or sequentially applying atrazine or products containing atrazine to Corn, do not exceed an application rate of 2.0 pounds of atrazine active ingredient per acre for any single application, and the total pounds of atrazine applied (lbs. a.i./A) must not exceed 2.5 pounds active ingredient per year.

When tank-mixing or sequentially applying atrazine or products containing atrazine to crops other than Corn or Sorghum, the total pounds of atrazine applied (lbs. a.i./A) must not exceed the specific seasonal rate limits as noted in the use directions.

**Note:** When the labels of the above herbicides refer to Atrazine 80W, use equivalent rates of this product. One pound of Atrazine 80W equals 1.6 pints of this product.

#### THIS PRODUCT PLUS SIMAZINE 4L OR SIMAZINE 90DF

In addition to the weeds listed under *"THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; PRE-PLANT SURFACE-APPLIED, PRE-PLANT INCORPORATED OR PRE-EMERGENCE"* and *"THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; POST-EMERGENCE WITH EMULSIFIABLE OIL OR OIL CONCENTRATE IN WATER"*, this combination also controls Carpetweed, Crabgrass and Fall panicum. Broadcast tank mix before planting, at-planting or after planting, but before crop and weeds emerge, at rates in *"TABLE 2"*. Use the 1:1 ratio for control of most weeds. Use the 1:2 ratio for expected heavy infestations of Crabgrass and Fall panicum. Cultivate shallowly if weeds develop.

#### PRE-PLANT SURFACE APPLIED

Use on Medium and Fine textured soils with minimum-tillage or no-tillage systems only in CO, IA, IL, IN, KS, KY, MN, MO, MT, ND, NE, SD, WI and WY. Apply the recommended rate of this product and simazine shown in *"TABLE 2"* up to 45 days prior to planting. Refer to *"THIS PRODUCT ALONE"* section for information if weeds should develop following the early treatment. On Coarse textured soils, do not apply more than 2 weeks prior to planting. Refer to *"THIS PRODUCT APPLIED ALONE — PRE-PLANT SURFACE APPLIED"* section of the Corn label for additional details.

If weeds are present at time of treatment, apply in a tank mix combination with a contact herbicide (for example, paraquat or glyphosate). Observe directions for use, precautions and restrictions on the label of the contact herbicide.

**Note:** To the extent possible, do not move treated soil out of the row or move untreated soil to the surface during planting, or weed control will be diminished.

#### PRE-PLANT INCORPORATED

Apply to the soil and incorporate in Spring before, during or after final seedbed preparation. Avoid deep incorporation. For best results, apply within two weeks prior to planting.

#### PRE-EMERGENCE

Apply during or shortly after planting, but before crop and weeds emerge.

TABLE 2 TANK MIXTURES WITH SIMAZINE 4L OR 90DF ON CORN				
Soil Texture	BROADCAST RATE PER ACRE			
	1:1 Ratio*		1:2 Ratio**	
	THIS PRODUCT	Simazine 4L or 90DF	THIS PRODUCT	Simazine 4L or 90DF
Sand, Loamy sand, Sandy loam	1.6 pts.	1.1 lbs. of 90DF or 2 pts. of 4L	1.1 pts.	1.5 lbs. of 90DF or 2.6 pts. of 4L
Loam, Silt loam, Silt, Clay loam, Sandy clay loam, Silty clay loam, Sandy clay or Silty clay with low organic matter	1.9 pts.	1.33 lbs. of 90DF or 2.4 pts. of 4L	1.3 pts.	1.8 lbs. of 90DF or 3.2 pts. of 4L
Loam, Silt loam, Silt, Clay loam, Sandy clay loam, Silty clay loam, Sandy clay or Silty clay with medium to high organic matter and Clay (including dark prairie soils of the Corn Belt)	2.4 pts.	1.6 lbs. of 90DF or 3 pts. of 4L	1.5 pts.	2.1 lbs. of 90DF or 3.84 pts. of 4L
*For control of most weeds. **For control of expected heavy infestations of Crabgrass and Fall panicum. Refer to "CORN" sections of this label and to Simazine 4L or Simazine 90DF label for further directions, limitations and precautions.				

#### THIS PRODUCT PLUS SIMAZINE 4L OR 90DF PLUS PARAQUAT

For kill of existing vegetation and residual weed control where Corn will be planted directly into a cover crop, established sod or in previous crop residues, add this product and simazine to water in spray tank, agitating until thoroughly mixed. Then add paraquat and a non-ionic surfactant, such as Surf-Ac® 820. Continue agitation during application. Broadcast 1.6 to 3.2 pints of this product plus 1.1 to 2.2 pounds of Simazine 90DF (or 2 to 4 pints of Simazine 4L or 1.25 to 2.5 pounds of Simazine 80W) plus a suitable amount of paraquat in 20 to 60 gallons of water per sprayed acre. Refer to the paraquat label for the appropriate rates to utilize in this tank mixture. Apply before, during or after planting, but before Corn emerges. Add 0.5 pint of a non-ionic surfactant, such

as Surf-Ac 820, per 100 gallons of spray mixture. Use the higher rate of paraquat specified on the label if existing vegetation is 4 to 6 inches tall. This mixture will not control weeds taller than 6 inches. Refer to paraquat and simazine labels for further limitations, use precautions and restrictions.

#### THIS PRODUCT PLUS SIMAZINE 4L, 80W OR 90DF PLUS GLYPHOSATE

Use as tank mixture for pre-emergence and post-emergence control of certain Broadleaf and Grass weeds where Corn will be planted directly into a cover crop, established sod or in previous crop residues. Refer to glyphosate label for all directions, weeds controlled, use precautions, restrictions and limitations. In the absence of these tank mix instructions on generic labeling, follow the advice given below.

#### USE PRECAUTIONS AND RESTRICTIONS FOR ALL APPLICATIONS TO CORN:

1. To avoid crop injury and illegal residues, do not apply more than 2.5 pounds per acre of active ingredient (4 pints per acre of this product) per calendar year.
2. When tank-mixing or sequentially applying atrazine or products containing atrazine to Corn, do not exceed an application rate 2.0 pounds of atrazine per acre for any single application, and the total pounds of atrazine (lbs. a.i./A) must not exceed 2.5 active ingredient per year.
3. When tank-mixing or sequentially applying atrazine to products containing atrazine to crops other than Corn or Sorghum, the total pounds of atrazine applied (lbs. a.i./A) must not exceed the specific seasonal rate limits as noted in the use directions.
4. For best control of Velvetleaf and Cocklebur, the application rate cannot be less than 2 pounds per acre of active ingredient (3.2 pints of this product), either alone or in tank mix combinations.
5. Following harvest, plow (moldboard or disk-plow) and thoroughly till soil in Fall or Spring to minimize possible injury to Spring-seeded rotational crops, regardless of rate used.
6. For Field corn do not harvest for forage within 60 days of application. For Sweet corn, do not harvest forage within 45 days of application.

#### SORGHUM AND SORGHUM-SUDAN HYBRIDS

##### (Grain and Forage Types)

#### PRE-PLANT SURFACE APPLIED

**Broadleaf and Grass Control:** Use on Medium and Fine textured soils with minimum-tillage or no-tillage systems only in CO, IA, IL, IN, KS, KY, MN, MO, MT, ND, NE, SD, WI and WY. Apply the recommended rate of this product shown in *"TABLE 3"* up to 45 days prior to planting. If an unsatisfactory length of weed control results from adverse environmental conditions following early treatment, a follow-up application of an appropriately labeled herbicide may be used. If the follow-up treatment includes atrazine, do not exceed the labeled rate for Corn indicated in *"TABLE 1"*.

Under dry conditions, irrigation after application is recommended to move this product into the soil.

If weeds are present at time of treatment, apply in a tank mix combination with a contact herbicide (for example, paraquat or glyphosate). Observe directions for use, use precautions and restrictions on the label of the contact herbicide.

**Note:** To the extent possible, do not move treated soil out of the row or move untreated soil to the surface during planting or weed control will be diminished.

#### PRE-PLANT INCORPORATED

**Broadleaf and Grass Control:** Broadcast in Spring after plowing at rate in *"TABLE 3"*. Apply before, during or after final seedbed preparation. If soil is tilled or worked after application, avoid deep incorporation. For best results, apply within two weeks prior to planting.

#### PRE-EMERGENCE OR AT-PLANTING

**Broadleaf and Grass Control:** Apply during or shortly after planting, but prior to weed or crop emergence at rate shown in *"TABLE 3"*.

#### PRE-EMERGENCE

**Broadleaf and Grass Control:** Apply at rate shown in *"TABLE 3"* before weeds exceed 1.5 inches in height and before Sorghum exceeds 12 inches in height.

TABLE 3
<b>PRE-PLANT SURFACE, PRE-PLANT INCORPORATED AND PRE-EMERGENCE APPLICATIONS*</b> <b>(For Broadleaf and Grass Weed Control in Sorghum)</b>
<b>For All Soil Applications Prior to Crop Emergence On Highly Erodible Soils**</b> If conservation tillage is practiced, leaving at least 30% of the soil covered with plant residues at-planting, apply a maximum of 3.2 pts. of this product per acre as a single broadcast spray. If the soil coverage with plant residue is less than 30% at-planting, a maximum of 2.5 pts. of this product per acre may be applied.
<b>On Soils Not Highly Erodible**</b> Apply a maximum of 3.2 pts. of this product per acre as a single broadcast spray.
*Do not apply pre-plant in AL, AR, FL, GA, LA, MS, NC, NM, OK, SC, TN or TX. Do not apply pre-emergence in NM, OK or TX, except in Northeast OK and the TX Gulf Coast and Blacklands areas. **As defined by the Natural Resource Conservation Service.

## POST-EMERGENCE APPLICATION

If no atrazine was applied prior to Sorghum emergence, apply a maximum of 3.2 pints of this product per acre broadcast. If a post-emergence treatment is required following an earlier herbicide application, the total amount of atrazine may not exceed 2.5 pounds per acre per calendar year.

**Note:** Where there are state/local requirements regarding atrazine use (including lower maximum rates and/or greater setbacks) which are different from the label, the more restrictive/protective requirements must be followed. Certain states may have established rate limitations within specific geographical areas. Consult your State Lead Pesticide Control Agency for additional information. It is a violation of this label to deviate from State use regulations.

In case of planting failure, Corn or Sorghum may be replanted. Do not make a second broadcast application, or injury may occur. If originally applied in a band and Corn or Sorghum is replanted in untreated row middles, this product may be applied in a band to the second planting, provided the maximum application rate of 2.5 pounds of active ingredient per acre of atrazine per calendar year is not exceeded.

## PRE-EMERGENCE

**Broadleaf Weed Control in Furrow-Irrigated Bedded Sorghum (AZ and CA only):** For pre-emergence control of Broadleaf weeds, broadcast 1.3 to 1.9 pints of this product per acre after bed preparation, during or after planting, but before Sorghum and weeds emerge and before the first furrow irrigation. Several irrigations should follow the application, making sure that all soil is thoroughly wet.

**Use Precautions and Restrictions for Pre-emergence Applications of This Product to Furrow-Irrigated Bedded Sorghum Grown in AZ and CA**

To avoid possible Sorghum injury, do not use on Sand or Loamy sand soils or on Sorghum planted in the furrow. Additionally, applications made to Sorghum growing on alkali soils or where cuts, fills or erosions have exposed calcareous or alkali subsoils may result in crop injury. In case of crop failure, do not replant Sorghum for 8 months following application. Corn may be planted immediately.

## POST-EMERGENCE

**Broadleaf and Grass Control:** Apply before weeds exceed 1.5 inches in height at the rate indicated in "TABLE 4". Application must be made to Sorghum before reaching 12 inches in height.

TABLE 4 POST-EMERGENCE BROADLEAF AND GRASS WEED CONTROL IN SORGHUM		
Soil Texture	Minimum Height of Sorghum at Treatment	Broadcast Rate Per Acre of THIS PRODUCT
Sand or Loamy sand	DO NOT USE	
Sandy loam	See directions for Broadleaf and Weed control below.	
Silt loam to Sandy clay loams	Completely emerged	3.2 pts.
Olton and Pullman clay soils	At least 6 inches high	3.2 pts.
Silty clay loams and heavier soils	Completely emerged	3.2 pts.
*For post-emergence applications, if there has been no previous soil application to the crop, the maximum rate is 3.2 pts. of this product per acre. If there has been a previous soil application to that crop, do not exceed a total of 4 pts. of this product per acre per calendar year.		

## POST-EMERGENCE

**Broadleaf Weed Control with This Product Plus Emulsifiable Oil or Oil Concentrate in Water:** Broadcast 1.9 pints of this product per acre for control of Broadleaf weeds. Apply before Pigweed and Lamb-squarters reach 6 inches in height and before all other weeds reach 4 inches in height. In CO, Western KS, NM, OK, TX and desert regions of AZ and CA, apply when Sorghum is 6 to 12 inches in height, but before it reaches 12 inches. In all other areas, apply after Sorghum reaches the 3-leaf stage. Add emulsifiable oil at a rate of 1 gallon per acre for ground applications and 0.5 gallon per acre for aerial applications or add 1 quart per acre of oil concentrate for ground applications. A cultivation may be necessary if all weeds are not controlled or if regrowth of weeds occurs.

For the list of weeds controlled, see "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; PRE-PLANT SURFACE-APPLIED, PRE-PLANT INCORPORATED OR PRE-EMERGENCE" and "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; POST-EMERGENCE WITH EMULSIFIABLE OIL OR OIL CONCENTRATE IN WATER".

**Use Precautions and Restrictions for Applications of This Product Plus Emulsifiable Oil or Oil Concentrate in Water to Sorghum—**See "Use Precautions and Restrictions For Applications of This Product Plus Emulsifiable Oil in Water to Corn".

**Broadleaf Weed Control with This Product Plus Surfactant (CO, Western KS, NM, OK, TX and Desert regions of AZ and CA only):** Broadcast 1.9 pints of this product plus 0.75 to 1.5 pints of surfactant per acre after Sorghum reaches 6 inches in height, but before weeds reach 1.5 inches in height. Apply only on Sandy loam and Fine textured soils.  
**USE PRECAUTIONS AND RESTRICTIONS FOR ALL APPLICATIONS TO SORGHUM**

1. The maximum application rate for Sorghum is 2.5 pounds of active ingredient (4 pints of this product) per acre per calendar year.

2. When tank-mixing or sequentially applying atrazine or products containing atrazine to Sorghum, do not exceed an application rate of 2.0 pounds of atrazine active ingredient per acre for any single application, and the total pounds of atrazine applied (lbs. a.i./A) must not exceed 2.5 pounds active ingredient per year.
3. When tank-mixing or sequentially applying atrazine or products containing atrazine to crops other than Corn or Sorghum, the total pounds of atrazine applied (lbs. a.i./A) must not exceed the specific seasonal rate limits as noted in the use directions.
4. Do not harvest for forage within 60 days of a pre-emergence application and 45 days of a post-emergent application.
5. For all soil applications prior to crop emergence (except for pre-emergence use on bedded Sorghum in AZ and CA), do not apply to Coarse textured soils, i.e., Sand, Loamy sand, Sandy loam or to Medium and Fine textured soils having less than 1% organic matter, or injury may occur.
6. For post-emergence applications, do not apply to Sand or Loamy sand, or injury may occur.
7. Heavy rains immediately following application tend to result in excessive concentrations of herbicide in seed furrow, resulting in possible crop injury. Applications to furrow-planted Sorghum should not be made until furrows are leveled (plowed-in). Deep planter marks or seed furrows should also be leveled before application.
8. Application made to Sorghum growing under stress caused by minor element deficiency or to Sorghum growing on highly calcareous soils may result in crop injury.
9. Following harvest, plow (moldboard or disk-plow) and thoroughly till the soil in the Fall or Spring to minimize possible injury to rotational Spring-seeded crops, regardless of rate used.
10. Injury may occur if both this herbicide, pre-plant surface, pre-plant incorporated or pre-emergence and an at-planting systemic insecticide applied in-furrow are used.

## TANK MIXTURES FOR GRAIN SORGHUM

**Metolachlor:** Use as tank mixture with metolachlor for control of those weeds listed on the metolachlor label, as well as on this label. Use this tank mixture only on Sorghum seed treated with Concep® (cyometrinil). Refer to the metolachlor label for all directions, use precautions, restrictions and limitations.

**Rotational Crops:** Refer to the crop rotation instructions on the metolachlor label for metolachlor + atrazine tank mixtures on Corn.

## WINTER WEED CONTROL IN TX

For post-emergence control of Winter weeds only, such as Annual thistle, Henbit and Seeding dock on Fall bedded land in the Gulf Coast and Blacklands of TX, apply 1.2 to 1.6 pints per acre post-emergence to the weeds in November or December to land that will be planted to Corn, Forage sorghum or Grain sorghum the following Spring. For best results, add a suitable surfactant such as Surf-Ac 820 at the rate of 0.5% of the spray volume, an emulsifiable oil at the rate of 1.0% of the spray volume or an oil concentrate at the rate of 1 quart per acre.

Normal weed control programs may be used in the following: Corn, Forage sorghum or Grain sorghum crop.

## USE PRECAUTIONS AND RESTRICTIONS

Do not plant any crops except Corn, Forage sorghum or Grain sorghum the Spring following this treatment or illegal residues may result.

## CHEMICAL FALLOW — THIS PRODUCT ALONE

**WHEAT - SORGHUM - FALLOW:** This treatment controls annual Broadleaf and Grass weeds following Wheat harvest and in the following Sorghum crop when grown under minimum-tillage. Broadcast 3.6 pints of this product to Wheat stubble immediately following Wheat harvest. If weeds are present at application, remove them with a sweep plow or other suitable implement after application or use an approved contact herbicide before or after application of this product. Plant Sorghum into Wheat stubble the following Spring with minimum disturbance of the soil. Use a surface planter or a planter leaving a shallow furrow. If weeds are present at-planting, remove them with a sweep plow or other suitable implement before planting. For the list of weeds controlled, see "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; PRE-PLANT SURFACE-APPLIED, PRE-PLANT INCORPORATED OR PRE-EMERGENCE" and "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; POST-EMERGENCE WITH EMULSIFIABLE OIL OR OIL CONCENTRATE IN WATER".

## Use Precautions and Restrictions:

1. Use only on Silt loam or Fine textured soil.
2. Wheat - Sorghum - Fallow cropping sequence must be followed.
3. Do not apply following Sorghum harvest.
4. Only one application is allowed per cycle for all chemical fallow applications.
5. To avoid illegal residues, do not graze or feed forage from treated area to livestock.
6. To avoid illegal residues and crop injury, do not plant any crop other than those on this label within 18 months following treatment.

**WHEAT - CORN - FALLOW (CO, KS, ND, NE, SD, WY):** This product controls Cheatgrass (Downy brome, Chess), Kochia, Mustard, Pigweed, Russian thistle, Wild lettuce, Wild sunflower and Volunteer wheat during period after Wheat harvest. Weed control may extend into following Corn crop grown under minimum-tillage.

On soils in ND and SD with pH greater than 7.5, do not exceed 1.5 pounds active ingredient (2.4 pints of this product) per acre for any application.



For soils with pH less than 7.5 in ND and SD, apply 1 to 2 pounds active ingredient (1.6 to 3.2 pints of this product) per acre. Use the higher rate on Fine textured soils and where heavy weed infestations are expected. Use the lower rate on Coarse textured soils where light weed infestations are expected. Do not apply more than 2 pounds of active ingredient (3.2 pts. of this product) per acre for any application. For all other locations, do not apply more than 2.25 pounds a.i. (3.6 pints of this product) per acre for any application. In the event Grasses are present the following Spring, use a grass herbicide registered for use on Corn.

Follow directions for use, "Use Precautions and Restrictions" in the preceding "WHEAT - SORGHUM - FALLOW" section, substituting Corn for references to Sorghum.

Do not make more than one application per cycle.

**WHEAT - FALLOW - WHEAT (CO, KS, ND, NE, SD, WY):** For pre-emergence control of Cheatgrass (Downy brome, Chess), Common lambsquarters, Field pennycress, Kochia, Mustard, Russian thistle, Wild lettuce and suppression of Volunteer wheat during fallow period of a Wheat - Fallow - Wheat rotation, broadcast 0.8 to 1.6 pints per acre on all soils except those listed under "Use Precautions and Restrictions".

For control of Pigweed and Wild sunflower, use the higher rate. Apply to stubble ground. Treat only once during same fallow period.

#### **TANK MIXTURES FOR CHEMICAL FALLOW**

**WHEAT - SORGHUM - FALLOW OR WHEAT - CORN - FALLOW (KS, NE)—**

**This Product Plus Paraquat:** If weeds are present at application, a tank mix with paraquat may be used. Broadcast 3.6 pints of this product plus a suitable amount of paraquat in 20 to 60 gallons of water per acre by ground equipment. Add 0.5 to 1 pint of a non-ionic surfactant, such as Surf-Ac 820, per 100 gallons of spray mixture. Add this product to spray tank first and thoroughly mix with water. Then add paraquat followed by surfactant. Use the higher rate of paraquat specified on the label if weeds are 4 to 6 inches tall. This mixture will not control weeds taller than 6 inches. Apply to stubble ground. Treat only once during same fallow period. Refer to paraquat label for further directions, use precautions and restrictions and limitations.

**WHEAT - FALLOW - WHEAT (CO, KS, ND, NE, SD, WY)—This Product Plus Paraquat:** If weeds are present at application, a tank mix with paraquat may be used. Broadcast 0.8 to 1.6 pints of this product plus a suitable amount of paraquat in 20 to 60 gallons of water per acre by ground equipment. Add 0.5 to 1 pint of a non-ionic surfactant, such as Surf-Ac 820, per 100 gallons of spray mixture. Add this product to spray tank first and thoroughly mix with water. Then add paraquat, followed by surfactant. Use the higher rate of paraquat specified on the label if weeds are 4 to 6 inches. Apply to stubble ground. Treat only once during same fallow period. Refer to paraquat label for further directions, use precautions and restrictions and limitations.

If weeds are present at application and this product is used alone, use either an approved contact herbicide before or after treatment or tillage after treatment.

Use tillage to control weeds which escape during fallow period. Till before planting. For this product applied alone or in tank mixture with paraquat, plant at least 2 inches deep and 12 months or more after application.

#### **Use Precautions and Restrictions:**

1. Only one application is allowed per cycle for all chemical fallow applications.
2. Do not use on sandy soil.
3. Do not treat eroded hillsides, caliche and rocky outcroppings or exposed calcareous subsoil.
4. Do not treat soils of the Rosebud and Canyon Series in Western NE and adjoining counties in CO and WY.
5. Do not treat soils with calcareous surface layers.
6. Avoid spray overlap.
7. Do not graze treated areas within 6 months after application or illegal residues may result.

**Aerial Application:** In order to assure that spray will be controllable within the target area when used according to label directions, make applications at a maximum height of 10 feet, using low drift nozzles at a maximum pressure of 40 psi, and restrict application to periods when wind speed does not exceed 10 mph. To assure that spray will not adversely affect adjacent sensitive non-target plants, apply this product alone by aircraft at a minimum upwind distance of 400 feet from sensitive plants.

#### **ROADSIDES**

To control certain Annual weeds in established Perennial grasses along roadsides in CO, KS, MT, NE, ND, SD and WY, including Cheatgrass (Downy brome, Chess), Common (annual) broomweed, Little barley, Medusahead, Sagewort and Tumble mustard, broadcast 1.6 pints of this product per acre in a minimum of 10 gallons of water by ground equipment in the Fall before ground freezes or after thawing in the Spring, but before the established grasses green-up and before weeds emerge. Examples of desirable established grasses include Big bluestem, Bluegrama, Bromegrass, Buffalograss, Crested wheatgrass, Indiangrass, Little bluestem, Side-oats grama, Switchgrass and Western wheatgrass. Apply only once per year. Temporary discoloration or other forms of injury to the desirable Perennial grasses may occur following application.

**USE PRECAUTIONS AND RESTRICTIONS** — To avoid illegal residues:

1. Do not cut or feed roadside Grass hay.

2. Do not allow livestock to graze treated areas.

3. Do not apply more than 1 pound a.i. (1.6 pints of this product) per acre. Make only one application per year.

#### **CONSERVATION RESERVE PROGRAM (CRP) (NE, OK, OR, TX)**

**For control or suppression of the following weeds:** Annual ragweed, Barnyardgrass, Black nightshade, Cheat, Cocklebur, Downy brome, Fall panicum, Field pennycress, Giant foxtail, Japanese brome, Kentucky bluegrass, Kochia, Lambsquarters, Little barley, Maretail, Pigweed, Prickly lettuce, Smooth brome, Sunflower and Yellow foxtail, refer to the directions for use, "Notes" and "Use Precautions and Restrictions" below:

**Pure stands of newly-seeded Big bluestem, Eastern gramagrass and Switchgrass:** Use only on Loam, Silt loam, Silty clay loam, Clay loam and Silty clay soils with at least 1% organic matter.

**Establishment:** Broadcast 3.2 pints of this product per acre pre-plant incorporated or pre-emergence at time of seeding and prior to emergence of weeds. Prepare a good, firm seedbed. Plant 0.5 inch deep with a grassland drill (preferred method) or a conventional drill. If a conventional drill is used on prepared seedbeds, remove all tension from the disk openers. For best results, cultipack or roll after planting.

**Renovation of existing stands of Big bluestem and Switchgrass planted on CRP acres:** Broadcast 1.6 to 3.2 pints of this product per acre to existing stands of Big bluestem and Switchgrass prior to the emergence of weeds. Use the low rate on soils containing from 1 to 2% organic matter. Use the high rate on soils with 2% or more organic matter.

**Renovation of existing stands of the following Perennial range grasses planted on CRP acres:** Bluegrama, Indiangrass, Little bluestem, Sand lovegrass, Side-oats grama and Western wheatgrass.

Broadcast 0.8 to 1.6 pints of this product per acre in the Spring prior to weed emergence or in the Fall before the ground freezes and prior to weed emergence after these species have been established for at least one growing season for control or partial control of the weeds listed above. Use the lower rate for weeds controlled or suppressed easily. Use the higher rate on other weeds claimed in an earlier section of this label.

**Aerial Application:** Make applications at a maximum height of 10 feet above vegetation. Use low-drift nozzles at a maximum pressure of 40 psi. Restrict application to periods when wind speed does not exceed 10 mph to control drift. To assure that drift will not adversely affect adjacent sensitive non-target plants, apply this product by aircraft at a minimum upwind distance of 400 feet from sensitive plants. Use 3 to 5 gallons per acre total water volume; use the higher water volume when a dense, heavy ground cover is present.

#### **USE PRECAUTIONS AND RESTRICTIONS**

1. Do not cut or feed Grass hay to livestock.
  2. Do not graze treated areas.
  3. Do not use seeds for bird food.
  4. Do not dump or spill product or dispose of containers within reach of livestock.
  5. Follow all applicable restrictions for the Conservation Reserve Program.
  6. Do not apply more than 2 pounds a.i./A (3.2 pints/A) for any application.
  7. Do not make more than one application per year.
- Slight discoloration of desirable grasses may occur following treatment. Injury may be enhanced when used on neutral or alkaline soils.

#### **SEVERE DROUGHT CONDITIONS**

Do not graze forage or cut forage for hay. Under severe drought conditions, the Conservation Reserve Program allows grazing and making of hay from CRP acres, as so specified by the local ASCS (Agricultural Stabilization & Conservation Service) office. This label does not allow grazing or making of hay from CRP acres that have been treated with atrazine under any circumstances.

#### **SUGARCANE**

**General Use Directions for All States:** For control of many Broadleaf and Grass weeds, including Amaranths, Crabgrass, Fireweed, Flora's paintbrush, Foxtail, Junglerice and Wiregrass, broadcast 3.2 to 6.4 pints of this product per acre at time of planting or ratooning, but before Sugarcane emerges.

Broadcast aerially in a minimum of 5 gallons of spray per acre or broadcast or band by ground equipment in a minimum of 20 gallons per acre, unless indicated otherwise. One additional application may be made over the Sugarcane as it emerges, and two additional applications may be made interline after emergence, as directed spray. Repeat treatments, where needed, may be applied broadcast, band or interline as suggested with the final application being prior to "close-in". Do not exceed the rate of herbicide suggested for any one crop of Sugarcane.

**Note:** Where high rates of this product are used alone, apply in a minimum of 1 quart of water for each 0.8 quart of this product applied per acre.

**Aerial Application:** In order to assure that spray will be controllable within the target area when used according to label directions, make applications at a maximum height of 10 feet using low drift nozzles at a maximum pressure of 40 psi and restrict application to periods when wind speed does not exceed 10 mph. To assure that spray will not adversely affect adjacent sensitive non-target plants, apply this product alone by aircraft at a minimum upwind distance of 400 feet from sensitive plants.

## FLORIDA

For control of emerged Pellitory weed (Artillery weed), apply 0.6 to 1 pint of this product per acre in 40 gallons of water per acre as a directed spray by ground equipment prior to "close-in". Add 2 quarts of surfactant for each 50 gallons of spray and be sure weed foliage is thoroughly covered. For control of Alexandergrass, Large crabgrass, Pellitory (Artillery) weed and Spiny amaranth, use one of the following methods at-planting or ratooning.

1. Apply 6.4 pints of this product per acre pre-emergence. Follow with 1 or 2 applications, as needed, post-emergence to Sugarcane and weeds, at 3.2 pints of this product per acre. Treat before weeds exceed 1.5 inches in height.
2. Apply 1 to 3 times, as needed, at 3.2 pints of this product per acre post-emergence to Sugarcane and weeds. Treat before weeds exceed 1.5 inches in height.

The total pounds active ingredient applied by preemergent PLUS postmergent applications can not exceed 10 lbs. active ingredient (16 pints of this product) per acre per crop.

## LOUISIANA

For control of Annual weeds during the Summer fallow period, apply 3.2 pints of this product per acre to weed-free beds immediately after bed formation. Follow normal weed control after planting.

**Use Precautions and Restrictions** — To avoid crop injury:

1. Do not apply more than 10 lbs. a.i. (16 pints of this product) per acre per crop.
2. If making 3.2 pints of this product per acre application during Summer fallow period, do not exceed 8 lbs. a.i. (12.8 pints of this product) per acre during the remainder of the growing season.

## TEXAS

Use this product for control of Barnyardgrass, Pigweed, Purslane and Sunflower in plant or Ratoon sugarcane.

Apply 6.4 pints of this product per acre pre-emergence. Follow with 1 or 2 applications, as needed, at 4.8 pints of this product per acre post-emergence to Sugarcane and weeds.

For best results, when weeds are emerged, add a non-ionic surfactant, such as Surf-Ac 820, at a concentration of 2 quarts per 100 gallons to the spray and apply before weeds exceed 1.5 inches in height.

### USE PRECAUTIONS AND RESTRICTIONS FOR ALL STATES AND USES:

1. Do not apply this product after "close-in".
2. Do not apply more than 4 pounds a.i./A (6.4 pints of this product/A) for any application. Do not apply more than 10 pounds a.i./A (16 pints of this product/A) per crop.
3. Injury to Sugarcane may occur when under moisture stress, when soil is of low absorptive capacity or when land is first cropped to Sugarcane.

For specific weed problems, the following may be used. Other rate and application timings may be used for other weed spectrums and cultural practices, provided they are within the preceding "General Use Directions for All States" and are consistent with the "Use Precautions and Restrictions for All States and Uses".

## CONIFERS

For control of annual Broadleaf and Grass weeds prior to transplanting, after transplanting or in established Conifers (including Austrian pine, Bishop pine, Blue spruce, Douglas fir, Grand fir, Jeffrey pine, Knobcone pine, Loblolly pine (Shore pine), Lodgepole pine, Monterey pine, Noble fir, Ponderosa pine, Scotch pine, Sitka spruce, Slash pine and White fir): Broadcast 3.2 to 6.4 pints of this product in a minimum of 5 gallons of water per acre by air or 10 gallons by ground before weeds are 1.5 inches tall. Apply to established trees between Fall and early Spring while trees are dormant. For new transplants, apply during or soon after transplanting. For applications prior to transplanting, allow sufficient precipitation to activate this product before transplanting.

In areas where Spring and Summer rainfall is inadequate to activate this product, apply during Fall prior to Spring transplanting.

For the list of weeds controlled, see "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; PRE-PLANT SURFACE-APPLIED, PRE-PLANT INCORPORATED OR PRE-EMERGENCE" and "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; POST-EMERGENCE WITH EMULSIFIABLE OIL OR OIL CONCENTRATE IN WATER".

**Quackgrass Control:** Broadcast 6.4 pints of this product in a minimum of 5 gallons of water per acre by air or 10 gallons by ground between Fall and early Spring while trees are dormant and before Quackgrass is more than 1.5 inches tall.

### Use Precautions and Restrictions:

1. In areas West of the Rocky Mountains (except the Great Basin), grazing may begin 7 months after a Fall application or 3 months after a Winter or Spring application.
2. To prevent illegal residues, do not graze treated areas of the Great Basin or areas East of the Rocky Mountains.
3. Temporary injury to trees may occur following use of this product on Coarse textured soil.
4. To avoid crop injury, do not apply to seedbeds.
5. Apply only once per year.
6. Do not apply more than 4 pounds a.i./A (6.4 pints/A) per year.
7. Do not apply more than 4 lbs. a.i. (6.4 pints of this product) per acre for any application.

**Aerial Application:** In order to assure that spray will be controllable within the target area when used according to label directions, make applications at a maximum height of 10 feet above vegetation, unless a greater height is required for aircraft safety, using low drift nozzles at a maximum pressure of 40 psi, and restrict application to periods when wind speed does not exceed 10 mph. To assure that spray will not adversely affect adjacent sensitive non-target plants, apply this product by aircraft at a minimum upwind distance of 400 feet from sensitive plants.

## ST. AUGUSTINE GRASS, CENTIPEDEGRASS AND DORMANT BERMUDAGRASS

This product controls Annual bluegrass, Florida betony, Spurweed and many other problem weeds in home lawn, ornamental and recreational turf and other non-crop areas such as highway right-of-ways and similar areas. This product may be applied with any pump-up or compressed air type sprayer or with a hose-on type sprayer.

This product will control BOTH emerged weeds and weeds from seeds. Rain or watering within 2 to 3 days of application may decrease the effectiveness on emerged weeds. However, for control of weeds from seeds, rainfall or watering is necessary within 7 to 10 days after treatment.

For weed control in Rights-of-way, do not apply more than 1 lb.a.i. (1.6 pints of this product) per acre per year. Do not apply more than once per year.

### WEEDS CONTROLLED OR SUPPRESSED

Annual bluegrass (*Poa Annua*), Chickweed (Common and Mouseear), Crabgrass, Cransbill, Cudweed, Dichondra, Florida betony, Henbit, Knotweed, Lespedeza, Moneywort, Mustard, Narrowleaf vetch, Parsley-piert, Sandspur, Smutgrass, Spurge, Spurweed, Swinecress, Woodsorrel and various Annual clovers.

### TIMING OF APPLICATION

The timing of applications to achieve maximum control may vary quite a bit with different weed species. The following application times are suggested for certain problem weeds.

**Spurweed:** Best control of Spurweed can be obtained by applying this product when Spurweed has emerged (December and January).

**Florida betony:** This weed emerges in the Fall, so an application of this product in mid-to-late October followed with a second application in mid-to-late February would give best control.

**Dichondra, Moneywort:** Best control of these weeds can be obtained by applying this product in early April followed with a second application in July. Do not apply to growing Bermudagrass.

Applications for Spurweed or Florida betony generally will give control or suppression of the other weeds listed. However, as a general rule, this product will give the best control when applied to young tender weeds or just prior to weed emergence.

**Use Precautions and Restrictions:** Do not apply within the active root zone of vegetables or desirable ornamental plants such as Azaleas, Boxwoods, Camellias, etc. However, treatments using this product should not normally cause injury to medium or large shrubs or trees in the landscape. Do not plant any crop (flower or vegetable gardens) to treated areas for 18 months or injury may result.

For weed control in Rights-of-way, do not apply more than 1.6 pints of this product per acre per year. Do not apply more than once per year.

## ST. AUGUSTINE GRASS AND CENTIPEDEGRASSES

This product may be applied to established St. Augustine grass and Centipedegrasses during both the dormant and the growing season. Best results are usually obtained in the early Spring or dormant periods when weeds are small or have not emerged. Follow rates below, except for residential uses for which the maximum application is 0.5 fl. oz. of this product (1 lb atrazine per acre) per 1,000 sq. ft.

## DORMANT BERMUDAGRASS

This product may be applied to Bermudagrass during the dormant season only. Applications to Bermudagrass during the growing season will cause injury. Follow rates below, except for residential uses for which the maximum application rate is 0.5 fl. oz. of this product (1 lb. atrazine per acre) per 1,000 sq. ft.

### RATE OF APPLICATION

Determine the total area to be sprayed and base rate of application on the chart below. Avoid overlapping spray pattern while treating. Shake contents well before mixing.

Areas To Be Treated	Amount of THIS PRODUCT
500 sq. ft.	1.2 tbsps.
1,000 sq. ft.	2.4 tbsps. (1.2 fl. ozs.)
3,000 sq. ft.	3.6 fl. ozs.
5,450 sq. ft.	6.48 fl. ozs.
10,900 sq. ft. (0.25 acre)	0.8 pt.
1 acre	1.6 qts.

## TURFGRASSES FOR SOD (FL ONLY)

**Centipedegrass, St. Augustine grass and Zoysiagrass:** Broadcast 3.2 to 6.4 pints of this product per acre according to soil texture to control those weeds listed under "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN



**SORGHUM; PRE-PLANT SURFACE-APPLIED, PRE-PLANT INCORPORATED OR PRE-EMERGENCE".**

Muck or Peat	6.4 pts.	Old Beds: Within 2 days after lifting sod.
		New Beds: 3 to 4 days after sprigging or plugging.
Sandy Soil	3.2 pts.	Old Beds: Within 2 days after lifting sod.
		New Beds: 7 to 10 days after sprigging or plugging.

If weeds regrow, apply an additional 3.2 pints of this product per acre on Muck or Peat, or 1.6 pints of this product per acre on Sandy soil.

**Use Precautions and Restrictions — To avoid illegal residues and crop injury:**

1. For Muck or Peat soils, do not apply more than 4 pounds a.i./A (6.4 pints of this product/A) for any application. Do not apply more than 6 lbs. a.i. (9.6 pints of this product) per year. For sandy soil, do not apply more than 2 pounds a.i./A (3.2 pints of this product/A) for any application. Do not apply more than 3 lbs. a.i. (4.8 pts. of this product) per year. Do not apply more than 2 times per season.
2. Do not apply within 30 days prior to cutting or lifting.
3. Do not apply in combination with surfactants or other spray additives.
4. Use only on Turfgrass reasonably free of infestations of insects, nematodes and diseases.
5. On newly-sprigged Turfgrass, temporary slowing of growth may follow application.

**TURFGRASS FOR FAIRWAYS, LAWNS, SOD PRODUCTION\* AND SIMILAR AREAS**

\*Except FL, see "TURFGRASSES FOR SOD (FL ONLY)" in preceding section. BERMUDAGRASS, CENTIPEDEGRASS, ST. AUGUSTINE GRASS AND ZOYSIAGRASS

Apply this product after October 1 before emergence of Winter annual weeds for control of Annual bluegrass, Burclover, Carpet burweed, Chickweed, Corn speedwell, Henbit, Hop clover and Spurweed. This product will control Annual bluegrass even if it is emerged at time of treatment. For control of Summer annual weeds listed in the pre-emergence portion of the "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; PRE-PLANT SURFACE-APPLIED, PRE-PLANT INCORPORATED OR PRE-EMERGENCE" and "THIS PRODUCT APPLIED ALONE — CORN AND GRAIN SORGHUM; POST-EMERGENCE WITH EMULSIFIABLE OIL OR OIL CONCENTRATE IN WATER" section of this label, also apply this product in late Winter before the weeds emerge. Apply in a minimum of 15 gallons of water per acre or 1 gallon per 1,000 square feet.

Where Annual bluegrass is the major weed, use 1.6 pints of this product per acre (17.6 milliliters or 0.6 fluid ounce per 1,000 square feet). Use 3.2 pints of this product per acre (35.2 milliliters or 1.2 fluid ounces per 1,000 square feet) for control of the other weeds named above. Do not exceed 2 pints of this product per acre per treatment on newly-sprigged Turfgrass or on hybrid Bermudagrass such as Tiflawn, Tifway and Ormond.

For continued Summer annual weed control, apply another 1.6 pints of this product per acre at least 30 days after the previous application, but not after April 15. However, do not make more than two applications of this product per year.

On newly-sprigged Turfgrass and hybrid Bermudagrass, temporary slowing of growth and yellowing may occur following application.

**Use Precautions and Restrictions:**

1. For Turfgrass at residential sites including homes, daycare facilities, schools, playgrounds, parks, recreational areas and sports fields: Do not apply more than 1.0 pound a.i. (1.6 pints) per acre for any application. Do not apply more than 2.0 pounds a.i. (3.2 pints) per acre per year.
2. Do not graze or feed turf clippings to animals or illegal residues may result.

**To avoid turf injury:** 1) Use only on Turfgrass reasonably free of infestations of insects, nematodes and diseases. 2) Do not use on golf greens. 3) Do not use North of NC (except may be used in VA Coastal Plains) or West of the high rainfall areas of Eastern OK and Eastern TX. 4) Do not use on muck or alkaline soils. 5) Do not apply over the rooting area of trees or ornamentals not listed on this label. 6) Do not overseed with desirable Turfgrass within 4 months before or 6 months after treatment. 7) Do not apply this product to newly-seeded Bermudagrass until it has over-Wintered and has a well-developed rhizome system. Do not exceed 1.6 quarts of product per acre within 12 months of seeding Bermudagrass.

**Control of Annual Weeds in Bermudagrass Highway Rights-of-Way (OK Only):** Apply up to 1.6 pints of this product in 20 to 80 gallons of water per acre for control of Annual bluegrass, Black nightshade, Cheat, Cocklebur\*, Common hop clover, Annual broomweed, Downy brome, Japanese brome, Foxtails, Horseweed (Marestail)\*, Kochia, Lambsquarters, Little barley, Mustard, Pigweed (Carelessweed), Poorjoe, Ragweed, Russian thistle\*, Smartweed, Smutgrass, Sunflower, Wild lettuce and Wild oats. For control of Summer annual weeds, apply this product in the Spring before weeds emerge.

\*Weeds partially controlled

**Use Precautions and Restrictions — To avoid illegal residues:**

1. Do not cut or feed Grass hay from highway rights-of-way.
2. Do not allow livestock to graze treated areas.

3. Do not apply more than 1 lb. a.i. (1.6 pints) per acre for any application. Apply only once per year.

**MACADAMIA NUTS**

For pre-emergence control of many Broadleaf and Grass weeds, including Crabgrass, Fireweed, Flora's paintbrush, Foxtail, Spanishneedles and Wiregrass, broadcast 3.2 to 6.4 pints of this product per acre before harvest and before weeds emerge. Repeat as necessary, but do not exceed 8 lbs. a.i. (12.8 pints of this product) per acre per year. Do not apply more than 4 pounds a.i. (6.4 pints of this product) per acre for any application. Do not apply more than 8 pounds a.i./A (12.8 pints of this product/A) per year. Do not spray when Nuts are on the ground during harvest period. Do not apply by air.

**GUAVA**

Use only on established plantings which are at least 18 months old. Apply as a directed spray at 3.2 to 6.4 pints of this product per acre of this product in 20 to 50 gallons of spray mix pre-emergence or early post-emergence to weeds. When applying post-emergence, the use of a surfactant and greater spray volume (80 to 100 gallons of spray mix per acre) may enhance weed control.

This product controls many annual Broadleaf and Grass weeds, including Fireweed, Purslane, Scarlet pimpernel, Sowthistle and Spanishneedles.

**Use Precautions and Restrictions — To avoid illegal residues:**

1. Do not allow spray to contact foliage or fruit.
2. Do not apply more frequently than at 4-month intervals.
3. Do not apply more than 4 pounds a.i. (6.4 pints of this product) per acre per year for any application.
4. Do not apply more than 8 pounds a.i. (12.8 pints of this product) per year.

## STORAGE AND DISPOSAL

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

**PESTICIDE STORAGE:** Store in a cool, dry location. Avoid storage at high temperatures. Keep container tightly sealed. Avoid contamination with acids or alkalies. Do not stack more than 2 pallets high to prevent crushing. Keep containers away from any source of puncture. Store in original container only.

Pesticides should be separated during storage to prevent cross-contamination of other pesticides, fertilizer, food and feed. Storage area should preferably be locked to prevent admittance by unauthorized or knowledgeable persons. If the container is damaged and leaking or material has been spilled, follow these procedures:

1. Cover spill with absorbent material.
2. Sweep into disposal container.
3. Wash area with detergent and water and follow with clean water rinse.
4. Do not allow to contaminate water supplies.
5. Dispose of according to instructions below.

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

**CONTAINER DISPOSAL:** Triple rinse (or equivalent). Then offer for recycling or reconditioning or puncture and dispose of in a sanitary landfill or by incineration, or, if allowed by State and Local authorities, by burning. If burned, stay out of smoke.

## WARRANTY—CONDITIONS OF SALE

OUR RECOMMENDATIONS FOR USE of this product are based upon tests believed reliable. Follow directions carefully. Timing and method of application, weather and crop conditions, mixtures with other chemicals not specifically recommended and other influencing factors in the use of this product are beyond the control of the Seller. To the extent consistent with applicable laws, Buyer assumes all risks of use, storage and handling of this material not in strict accordance with directions given herewith.

To the extent consistent with applicable laws, in no case shall the Manufacturer or the Seller be liable for consequential, special or indirect damages resulting from the use or handling of this product when such use and/or handling is not in strict accordance with directions given herewith. To the extent consistent with applicable laws, the foregoing is a condition of sale by the Seller and is accepted as such by the Buyer.

MIX and SURF-AC are trademarks of Drexel Chemical Company.

Concep is a registered trademark of Syngenta. Compex is a registered trademark of KALO Agricultural Chemicals, Inc. Unite is a registered trademark of HACO, Inc.

**SPECIFICATIONS CONTINUED**

**ITEM #42 – Reward Herbicide**

**Next Page**



PULL HERE TO OPEN ►

# REWARD®

## ***Landscape and Aquatic Herbicide***

**TO PREVENT ACCIDENTAL POISONING, NEVER PUT INTO FOOD, DRINK, OR OTHER CONTAINERS, AND USE STRICTLY IN ACCORDANCE WITH ENTIRE LABEL.**

**DO NOT USE THIS PRODUCT FOR REFORMULATION.**

**Active Ingredient:**

Diquat dibromide [6,7-dihydrodipyrido (1,2-a:2',1'-c) pyrazinediium dibromide] . . . . . 37.3%

**Other Ingredients:** . . . . . 62.7%

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

Contains 2 lbs. diquat cation per gal. (3.73 lbs. diquat dibromide per gal.)

**KEEP OUT OF REACH OF CHILDREN.**

### **WARNING/AVISO**

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

*See additional precautionary statements on label.*

EPA Reg. No. 100-1091

EPA Est. 100-TX-001

Product of United Kingdom

Formulated in the USA

**SCP 1091A-L2C 0605**

## **2.5 gallons**

**Net Contents**



## Reward® Landscape and Aquatic Herbicide

FIRST AID	
If on skin or clothing	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
If in eyes	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
If swallowed	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by the poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
If inhaled	<ul style="list-style-type: none"><li>• Move person to fresh air.</li><li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible.</li><li>• Call a poison control center or doctor for further treatment advice.</li></ul>
<b>NOTE TO PHYSICIANS</b> To be effective, treatment for diquat poisoning must begin <b>IMMEDIATELY</b> . Treatment consists of binding diquat in the gut with suspensions of activated charcoal or bentonite clay, administration of cathartics to enhance elimination, and removal of diquat from the blood by charcoal hemoperfusion or continuous hemodialysis.	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	
<b>HOTLINE NUMBER</b> For 24-Hour Medical Emergency Assistance (Human or Animal) or Chemical Emergency Assistance (Spill, Leak, Fire, or Accident), Call <b>1-800-888-8372</b>	

### PRECAUTIONARY STATEMENTS

#### Hazards to Humans and Domestic Animals

##### WARNING / AVISO

May be fatal if absorbed through skin. Harmful if swallowed or inhaled. Causes substantial, but temporary, eye injury. Causes skin irritation. Contact with irritated skin, or a cut, or repeated contact with intact skin may result in poisoning. Do not get in eyes, on skin, or on clothing. Avoid breathing vapor or spray mist. Do not feed forage from treated crops to livestock. Keep livestock and pets out of treated fields and crop areas.

#### Personal Protective Equipment (PPE)

Some materials that are chemical-resistant to this product are: barrier laminate, butyl rubber  $\geq 14$  mils, nitrile rubber  $\geq 14$  mils. If you want more options, follow the instructions for Category A on an EPA Chemical Resistance Category Selection Chart.

#### Mixers, Loaders, Applicators and other handlers must wear:

- Coveralls over short-sleeved shirt and short pants or coveralls over long-sleeved shirt and long pants
- Chemical-resistant gloves
- Chemical-resistant footwear plus socks
- Protective eyewear
- Chemical-resistant headgear for overhead exposure
- Chemical-resistant apron when cleaning equipment, mixing, or loading
- Face shield when mixing or loading

**Exception:** After this product has been diluted to 0.50% Reward or less in water (i.e., the labeled rate for some spot applications), applicators for AQUATIC SURFACE APPLICATIONS must, at a minimum, wear (Note - Mixers and Loaders for this application method must still wear the personal protective equipment (PPE) as described in the above section):

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

## Reward® Landscape and Aquatic Herbicide

**Exception:** At a minimum, applicators for AQUATIC SUBSURFACE APPLICATIONS must wear (Note - Mixers and Loaders for this application method must still wear the personal protective equipment (PPE) as described in the above section):

- Short-sleeved shirt and short pants
- Waterproof gloves
- Chemical-resistant footwear plus socks

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

### Engineering Control Statements

Mixers and loaders supporting aerial applications are required to use closed systems that provide dermal protection. The closed system must be used in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(4)]. When using the closed system, mixers and loaders' PPE requirements may be reduced or modified as specified in the WPS.

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

### User Safety Recommendations

#### Users should:

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

### Environmental Hazards

This pesticide is toxic to aquatic invertebrates. **For Terrestrial Uses**, do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment wash water. **For Aquatic Uses** do not apply directly to water except as specified on this label.

## CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

**NOTICE:** Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product should be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of SYNGENTA CROP PROTECTION, Inc. or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold SYNGENTA and Seller harmless for any claims relating to such factors.

SYNGENTA warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with directions under normal use conditions. This warranty does not extend to the use of the product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of Seller or SYNGENTA, and Buyer and User assume the risk of any such use. SYNGENTA MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

In no event shall SYNGENTA or Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF SYNGENTA AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF SYNGENTA OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

SYNGENTA and Seller offer this product, and Buyer and User accept it, subject to the foregoing conditions of Sale and Limitations of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of SYNGENTA.

## DIRECTIONS FOR USE

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

**READ ENTIRE LABEL. USE STRICTLY IN ACCORDANCE WITH PRECAUTIONARY STATEMENTS AND DIRECTIONS, AND WITH APPLICABLE STATE AND FEDERAL REGULATIONS.**

## Reward® Landscape and Aquatic Herbicide

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

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

### AGRICULTURAL USE REQUIREMENTS

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

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

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

- Coveralls over short-sleeved shirt and short pants, or coveralls over long-sleeved shirt and long pants
- Chemical-resistant gloves made of any waterproof material
- Chemical-resistant footwear plus socks
- Protective eyewear
- Chemical-resistant headgear for overhead exposure

### NON-AGRICULTURAL USE REQUIREMENTS

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

**Keep all unprotected persons out of operating areas or vicinity where there may be drift.**

**For terrestrial uses,** do not enter or allow entry of maintenance workers into treated areas, or allow contact with treated vegetation wet with spray, dew, or rain, without appropriate protective clothing until spray has dried.

**For aquatic uses,** do not enter treated areas while treatments are in progress.

## STORAGE AND DISPOSAL

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

### Pesticide Storage

Keep pesticide in original container. Do not put concentrate or dilute into food or drink containers. Do not contaminate feed, foodstuffs, or drinking water. Do not store or transport near feed or food. Store at temperatures above 32°F. For help with any spill, leak, fire, or exposure involving this material, call 1-800-888-8372.

### Pesticide Disposal

Open dumping is prohibited. Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of federal law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

### Container Disposal

Do not reuse container. Triple rinse (or equivalent). 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.

### For Bulk And Mini-Bulk Containers

When the container is empty, replace the cap and seal all openings that have been opened during use and return the container to the point of purchase, or to a designated location named at the time of purchase of this product. This container must be refilled with this pesticide product. **DO NOT REUSE THE CONTAINER FOR ANY OTHER PURPOSE.** Prior to refilling, inspect carefully for damage such as cracks, punctures, abrasions, worn-out threads and closure devices. Check for leaks after refilling and before transporting. Do not transport if this container is damaged or leaking. If the container is damaged, leaking or obsolete, contact Syngenta Crop Protection at 1-800-888-8372. If not returned to the point of purchase or to a designated location, triple rinse emptied container and offer for recycling. Disposal of this container must be in compliance with state and local regulations.

For minor spills, leaks, etc., follow all precautions indicated on this label and clean up immediately. Take special care to avoid contamination of equipment and facilities during cleanup procedures and disposal of wastes. In the event of a major spill, fire, or other emergency, call 1-800-888-8372, day or night.

**CONTAINER IS NOT SAFE FOR FOOD, FEED, OR DRINKING WATER!**

# Reward® Landscape and Aquatic Herbicide

## SPECIFIC USE DIRECTIONS

Reward Landscape and Aquatic Herbicide is a nonvolatile herbicidal chemical for use as a general herbicide to control weeds in commercial greenhouses and nurseries; ornamental seed crops (flowers, bulbs, etc. – except in the state of California); landscape, industrial, recreational, commercial, residential, and public areas; turf renovation (all turf areas except commercial sod farms); dormant established turfgrass (bermudagrass, zoysiagrass – nonfood or feed crop); and aquatic areas. Absorption and herbicidal action is usually quite rapid with effects visible in a few days. Reward Landscape and Aquatic Herbicide controls weeds by interfering with photosynthesis within green plant tissue. Weed plants should be succulent and actively growing for best results. Rinse all spray equipment thoroughly with water after use. Avoid spray drift to crops, ornamentals, and other desirable plants during application, as injury may result. Application to muddy water may result in reduced control. Minimize creating muddy water during application. Use of dirty or muddy water for Reward Landscape and Aquatic Herbicide dilution may result in reduced herbicidal activity. Avoid applying under conditions of high wind, water flow, or wave action.

### SPRAY DRIFT MANAGEMENT

Avoiding spray drift at the application site is the responsibility of the applicator and the grower. The interaction of many equipment- and weather-related factors determine the potential for spray drift. The applicator and the grower are responsible for considering all these factors when making decisions.

The following drift management requirements must be followed to avoid off-target movement from aerial applications to agricultural field crops. These requirements do not apply to forestry applications, public health uses, or to applications using dry formulations.

- The distance of the outermost nozzles on the boom must not exceed  $\frac{3}{4}$  the length of the wingspan or rotor.
- Nozzles must always point backward parallel with the air stream and never be pointed downward more than 45 degrees.

Where states have more stringent regulations, they should be observed.

### Droplet Size

The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (See **Wind, Temperature and Humidity**, and **Temperature inversions**).

### Controlling Droplet Size

- **Volume** - Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with higher rated flows produce larger droplets.
- **Pressure** - Do not exceed the nozzle manufacturer's recommended pressures. For many nozzle types, lower pressure produces larger droplets. When higher flow rates are needed, use higher flow rate nozzles instead of increasing pressure.
- **Number of Nozzles** - Use the minimum number of nozzles that provide uniform coverage.
- **Nozzle Orientation** - Orienting nozzles so that the spray is released parallel to the airstream produces larger droplets than other orientations and is the recommended practice. Significant deflection from horizontal will reduce droplet size and increase drift potential.
- **Nozzle Type** - Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce the largest droplets and the lowest drift.

### Boom Length

For some use patterns, reducing the effective boom length to less than  $\frac{3}{4}$  of the wingspan or rotor length may further reduce drift without reducing swath width.

### Application Height

Applications should not be made at a height greater than 10 ft. above the top of the target plants, unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces exposure of droplets to evaporation and wind.

### Swath Adjustment

When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance should increase with increasing drift potential (higher wind, smaller drops, etc.).

### Wind

Drift potential is lowest between wind speeds of 2-10 mph. However, many factors, including droplet size and equipment type, determine drift potential at any given speed. Application should be avoided below 2 mph due to variable wind direction and high inversion potential. **Note:** Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect spray drift.

### Temperature and Humidity

When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.



# Reward® Landscape and Aquatic Herbicide

## Temperature Inversions

Applications should not occur during a temperature inversion because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog, however, if fog is not present inversions can also be identified by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

## Sensitive Areas

The pesticide should only be applied when the wind is blowing away from adjacent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops).

## COMMERCIAL GREENHOUSES AND NURSERIES

For general weed control in commercial greenhouses (beneath benches), field grown and container stock, and other similar areas, Reward Landscape and Aquatic Herbicide may be applied preplant or postplant preemergence in field grown ornamental nursery plantings or postemergence as a directed spray. Reward Landscape and Aquatic Herbicide may also be applied preemergence in ornamental seed crops (except in the state of California). Avoid contact with desirable foliage as injury may occur. Do not use on food or feed crops.

**Spot spray:** 1-2 qts. Reward Landscape and Aquatic Herbicide plus the labeled rate of a 75% or greater nonionic surfactant per 100 gals. of water, or 0.75 oz. (22 mls.) Reward Landscape and Aquatic Herbicide plus the labeled rate of a 75% or greater nonionic surfactant per 1 gal. of water.

**Broadcast:** 1-2 pts. Reward Landscape and Aquatic Herbicide in a minimum of 15 gals. of water per acre. Add the labeled rate of a 75% or greater nonionic surfactant per 100 gals. of spray mixture. Use an adequate spray volume to insure good coverage.

## ORNAMENTAL SEED CROPS (FLOWERS, BULBS, ETC.) EXCEPT IN THE STATE OF CALIFORNIA

For preharvest desiccation of ornamental seed crops. NOT FOR FOOD OR FIBER CROPS.

**Broadcast (Air or Ground):** 1.5-2 pts. Reward Landscape and Aquatic Herbicide plus the labeled rate of a 75% or greater nonionic surfactant per acre in sufficient water (minimum of 5 gals. by air; 15 gals. by ground) for desiccation and weed burndown. Repeat as needed at no less than 5-day intervals up to three applications. Do not use seed, screenings, or waste as feed or for consumption.

## DIRECTIONS FOR LANDSCAPE, INDUSTRIAL, RECREATIONAL, COMMERCIAL, RESIDENTIAL, AND PUBLIC AREAS

Reward Landscape and Aquatic Herbicide provides fast control of broadleaf and grassy weeds in industrial, recreational, golf course, commercial, residential, and public areas.

Reward Landscape and Aquatic Herbicide is a nonselective herbicide that rapidly kills undesirable above ground weed growth in 24-36 hours. Avoid application of Reward Landscape and Aquatic Herbicide to desirable plants.

Reward Landscape and Aquatic Herbicide is a contact/desiccant herbicide; it is essential to obtain complete coverage of the target weeds to get good control. Improper application technique and/or application to stressed weeds may result in unacceptable weed control. For best results, apply to actively growing, young weeds.

Difficult weeds (such as perennial or deeply-rooted weeds) can often be controlled by tank mixing Reward Landscape and Aquatic Herbicide with other systemic-type herbicides. Refer to other product labels for specific application directions.

For residual weed control, tank mix Reward Landscape and Aquatic Herbicide with a preemergent herbicide labeled for the intended use site. When mixing Reward Landscape and Aquatic Herbicide with another herbicide, it is recommended to mix just a small amount first to determine if the mixture is physically compatible before proceeding with larger volumes.

Syngenta has not tested all possible tank mixtures with other herbicides for compatibility, efficacy or other adverse effects. Before mixing with other herbicides Syngenta recommends you first consult your state experimental station, state university or extension agent.

**Grounds maintenance weed control:** Reward Landscape and Aquatic Herbicide can be used as a spot or broadcast spray to control weeds in public, commercial and residential landscapes, including landscape beds, lawns, golf courses and roadsides. Reward Landscape and Aquatic Herbicide can also be used for weed control around the edges and nonflooded portions of ponds, lakes and ditches.

**Trim and Edge weed control:** Reward Landscape and Aquatic Herbicide can be used to eliminate undesired grass and broadleaf plant growth in a narrow band along driveways, walkways, patios, cart paths, fence lines, and around trees, ornamental gardens, buildings, other structures, and beneath noncommercial greenhouse benches. Vegetation control with Reward Landscape and Aquatic Herbicide is limited to the spray application width. Do not exceed the labeled rate of Reward Landscape and Aquatic Herbicide as excessive rates may result in staining of concrete-based materials.

Reward Landscape and Aquatic Herbicide, since it does not translocate systemically, can be used as an edging or pruning tool when precisely applied to select areas of grass or to undesirable growth on desirable ornamental bedding plants, ground covers, etc.



## Reward® Landscape and Aquatic Herbicide

**Industrial weed control:** Reward Landscape and Aquatic Herbicide can be used as a spot or broadcast spray either alone or in combination with other herbicides as a fast burndown or control weeds in rights-of-ways, railroad beds/yards, highways, roads, dividers and medians, parking lots, pipelines, pumping stations, public utility lines, transformer stations and substations, electric utilities, storage yards, and other non-crop areas.

**Spot spray:** Apply either 1-2 qts. of Reward Landscape and Aquatic Herbicide plus the labeled rate of a 75% or greater nonionic surfactant per 100 gals. water, or 0.75 oz. (22 mls.) Reward Landscape and Aquatic Herbicide plus the labeled rate of a 75% or greater nonionic surfactant per 1 gal. of water.

**Broadcast:** 1-2 pts. Reward Landscape and Aquatic Herbicide per acre in sufficient water to insure good spray coverage. Add the labeled rate of 75% or greater nonionic surfactant per 100 gals. spray mixture. Greater water volumes are necessary if the target plants are tall and/or dense. It is recommended that 60 gals. or greater water volume be used to obtain good coverage of dense weeds.

### TURF RENOVATION (ALL TURF AREAS EXCEPT COMMERCIAL SOD FARMS)

To desiccate golf course turf and other turf areas prior to renovation, apply 1-2 pts. of Reward Landscape and Aquatic Herbicide per acre plus the labeled rate of a 75% or greater nonionic surfactant in 20-100 gals. of water (4 teaspoons of Reward Landscape and Aquatic Herbicide plus the labeled rate of a 75% or greater nonionic surfactant per 1 gal. of water) using ground spray equipment. Apply for full coverage and thorough contact with the turfgrass. Apply only when the turf is dry, free from dew and incidental moisture. For enhanced turf desiccation, especially in the case of thick turfgrass, water volumes should approach 100 gals. of water per acre.

For **suppression** of regrowth and quick desiccation of treated turfgrass, Reward Landscape and Aquatic Herbicide may be mixed with other systemic nonselective or systemic postemergence grassy weed herbicides. Refer to other product labels for specific application directions and restrictions.

Avoid spray contact with, or spray drift to, foliage of ornamental plants or food crops.

Do not graze livestock on treated turf or feed treated thatch to livestock.

### DORMANT ESTABLISHED TURFGRASS (BERMUDAGRASS, ZOYSIAGRASS), NONFOOD OR FEED CROP

For control of emerged annual broadleaf and grass weeds, including Little Barley\*, Annual Bluegrass, Bromes including Rescuegrass, Sixweeks fescue, Henbit, Buttercup, and Carolina Geranium in established dormant bermudagrass lawns, parks, golf courses, etc.

Apply 1-2 pts. Reward Landscape and Aquatic Herbicide per acre in 20-100 gals. of spray mix by ground as a broadcast application. Add the labeled rate of a 75% or greater nonionic surfactant per 100 gals. of spray mixture.

Bermudagrass must be dormant at application. Application to actively growing bermudagrass may cause delay or permanent injury. Users in the extreme Southern areas should be attentive to the extent of dormancy at the time of application.

\*For control of Little Barley, apply Reward Landscape and Aquatic Herbicide prior to the mid-boot stage.

### AQUATIC USE DIRECTIONS

**New York – Not for Sale or Use in New York State without Supplemental Special Local Needs Labeling.**

Necessary approval and/or permits must be obtained prior to application if required. Consult the responsible State Agencies (i.e., Fish and Game Agencies, State Water Conservation authorities, or Department of Natural Resources).

Treatment of dense weed areas may result in oxygen loss from decomposition of dead weeds. This loss of oxygen may cause fish suffocation. Therefore, treat only  $\frac{1}{3}$  to  $\frac{1}{2}$  of the water body area at one time and wait 14 days between treatments.

For best results on submersed weeds, Reward Landscape and Aquatic Herbicide should be applied to actively growing (photosynthesizing) weeds when water temperatures have reached or exceeded approximately 50°F, typically during the Spring or early Summer.

For application only to **still water** (i.e. ponds, lakes, and drainage ditches) where there is minimal or no outflow to public waters.

and/or

For applications to **public waters** in ponds, lakes, reservoirs, marshes, bayous, drainage ditches, canals, streams, rivers, and other slow-moving or quiescent bodies of water for control of aquatic weeds. For use by:

- Corps of Engineers; or
- Federal or State Public Agencies (i.e., Water Management District personnel, municipal officials); or
- Applicators and/or Licensees (Certified for aquatic pest control) that are authorized by the State or Local government.

Treated water may be used according to the following table or until such time as an approved assay (example: PAM II Spectromatic Method) shows that the water does not contain more than the designated maximum contaminant level goal (MCLG) of 0.02 mg/l. (ppm) of diquat dibromide (calculated as the cation).

## Reward® Landscape and Aquatic Herbicide

### Water Use Restrictions Following Applications With Reward Landscape And Aquatic Herbicide (Days)

Application Rate	Drinking	Fishing and Swimming	Livestock/ Domestic Animals Consumption	Spray Tank Applications** and Irrigation to Turf and Landscape Ornamentals	Spray Tank Applications** and Irrigation to Food Crops and Production Ornamentals
2 gals./surface acre	3 days	0	1 day	3 days	5 days
1 gal./surface acre	2 days	0	1 day	2 days	5 days
0.75 gal. /surface acre	2 days	0	1 day	2 days	5 days
0.50 gal./surface acre	1 day	0	1 day	1 day	5 days
<b>Spot Spray*</b> (< 0.5 gal./surface acre)	1 day	0	1 day	1 day	5 days

\*Add a nonionic surfactant (with at least 75% of the constituents active as a spray adjuvant) at the rate recommended by the manufacturer.

\*\*For preparing agricultural sprays for food crops, turf or ornamentals (to prevent phytotoxicity), do not use water treated with Reward Landscape and Aquatic Herbicide before the specified time period.

When the contents of more than one spray tank is necessary to complete a single aquatic application, no water holding restrictions apply between the consecutive spray tanks.

No applications are to be made in areas where commercial processing of fish, resulting in the production of fish protein concentrate or fish meal, is practiced. Before application, coordination and approval of local and/or State authorities must be obtained.

#### Floating and Marginal Weeds Including:

Water lettuce, *Pistia stratiotes*

Water hyacinth, *Eichhornia crassipes*

Duckweed, *Lemna* spp.

Salvinia spp. (including *S. molesta*)

Pennywort (*Hydrocotyle* spp.)

Frog's Bit<sup>1</sup>, *Limnobium spongia*

Cattails, *Typha* spp.

<sup>1</sup>Not for use in California

Reward Landscape and Aquatic Herbicide may be applied by backpack, airboat, spray handgun, helicopter, airplane, or similar application equipment that results in thorough spray coverage.

**Spot Treatment:** Apply Reward Landscape and Aquatic Herbicide at 2 quarts per 100 gallons spray carrier (0.5% solution) with an approved aquatic wetting agent at 0.25-1.0% v/v (1 quart to 1 gallon per 100 gallons water). For cattail control, Reward Landscape and Aquatic Herbicide should be applied prior to flowering at the maximum application rate (8 quarts of Reward Landscape and Aquatic Herbicide/100 gallons spray carrier) plus the wetting agent. Repeat treatments may be necessary for complete control.

Spray to completely wet target weeds but not to runoff. Densely packed weeds or mats may require additional applications due to incomplete spray coverage. Re-treat as needed. For best results, re-treat weed escapes within 2 weeks of the initial treatment.

**Broadcast Treatment:** Apply Reward Landscape and Aquatic Herbicide at the rate of 0.5-2.0 gallons per surface acre in sufficient carrier along with 16-32 oz./A of an approved wetting agent. Re-treat as necessary for densely populated weed areas. Good coverage is necessary for control of the target weeds.

For duckweed control, apply Reward Landscape and Aquatic Herbicide at 1-2 gallons/A.

#### Submersed Weeds Including:

Bladderwort, *Utricularia* spp.

Hydrilla, *Hydrilla verticillata*

Watermilfoils (including Eurasian), *Myriophyllum* spp.

Pondweeds<sup>1</sup>, *Potamogeton* spp.

Coontail, *Ceratophyllum demersum*

Elodea, *Elodea* spp.

Brazilian Elodea, *Egeria densa*

Naiad, *Najas* spp.

Algae<sup>2</sup>, *Spirogyra* spp. and *Pithophora* spp.

<sup>1</sup>Reward Landscape and Aquatic Herbicide controls *Potamogeton* species except Richardson's pondweed, *P. richardsonii*.

<sup>2</sup>Suppression only. For control of *Spirogyra* and/or *Pithophora*, use Reward Landscape and Aquatic Herbicide in a tank mix with an approved algicide.

## Reward® Landscape and Aquatic Herbicide

For severe weed or algae infestations, the use of an approved algaecide either as a pretreatment to the Reward Landscape and Aquatic Herbicide application or in a tank mix, may result in enhanced weed control.

To control submersed weeds, apply Reward Landscape and Aquatic Herbicide in water at 0.5-2.0 gallons per surface acre (per 4 foot water depth). For severe weed infestations, use the 2.0 gallon per surface acre rate. For best results, re-treat as necessary on 14-21 day intervals. The table below shows how many gallons of Reward Landscape and Aquatic Herbicide to apply per surface acre based on water depth.

	Gallons of Reward Landscape and Aquatic Herbicide per Surface Acre Average Water Depth			
	1 Foot	2 Feet	3 Feet	4 Feet
1 gallon/acre rate	0.25 gal.	0.50 gal.	0.75 gal.	1.0 gal.
2 gallon/acre rate	0.50 gal.	1.0 gal.	1.5 gals.	2.0 gals.

**Note:** For water depths of 2 feet or less including shorelines, do not exceed 1 gallon per surface acre.

**Subsurface Applications:** Where the submersed weed growth, especially Hydrilla, has reached the water surface, apply either in a water carrier or an invert emulsion through boom trailing hoses carrying nozzle tips to apply the dilute spray below the water surface to insure adequate coverage.

**Bottom Placement:** Where submersed weeds such as Hydrilla, Bladderwort, or Coontail have reached the water surface and/or where the water is slowly moving through the weed growth, the use of an invert emulsion carrier injecting diluted Reward Landscape and Aquatic Herbicide near the bottom with weighted hoses may improve control. The addition of a copper based algaecide may improve control. If algae are present along with the submersed weeds, a pretreatment with a copper based algaecide may improve overall control.

**Surface Application for Submerged Aquatic Weeds:** Apply the recommended rate of Reward Landscape and Aquatic Herbicide as a spray in sufficient carrier to fully cover the target area. Applications should be made to ensure complete coverage of the weed areas. In mixed weed populations, use the high rate of application as indicated by weeds present. For dense submersed weeds or water over 2 feet deep, a surface spray is not recommended (Reward Landscape and Aquatic Herbicide should be applied subsurface in these situations.)

**If posting is required by your state or tribe – consult the agency responsible for pesticide regulations for specific details.**

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For non-emergency (e.g., current product information), call  
Syngenta Crop Protection at 1-800-334-9481.

Syngenta Crop Protection, Inc.  
Greensboro, North Carolina 27409  
www.syngenta-us.com

**SCP 1091A-L2C 0605**



## Landscape and Aquatic Herbicide

**TO PREVENT ACCIDENTAL POISONING, NEVER PUT INTO FOOD, DRINK, OR OTHER CONTAINERS, AND USE STRICTLY IN ACCORDANCE WITH ENTIRE LABEL.**

**DO NOT USE THIS PRODUCT FOR REFORMULATION.**

Active Ingredient:	
Diquat dibromide [6,7-dihydrodipyrido (1,2-a:2',1'-c) pyrazinedium dibromide] . . . . .	
	37.3%
Other Ingredients: . . . . .	
	62.7%
Total:	100.0%

Contains 2 lbs. diquat cation per gal. (3.73 lbs. diquat dibromide per gal.)

See additional precautionary statements on label.

### AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. Refer to supplemental labeling under "Agricultural Use Requirements" in the Directions for Use section for information about this standard.

EPA Reg. No. 100-1091  
EPA Est. 100-TX-001

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Product of United Kingdom  
Formulated in the USA

Syngenta Crop Protection, Inc.  
Greensboro, North Carolina 27409  
www.syngenta-us.com

SCP 1091A-L2C 0605

## KEEP OUT OF REACH OF CHILDREN. WARNING/ AVISO

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

### FIRST AID

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

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

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

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

**NOTE TO PHYSICIANS:** To be effective, treatment for diquat poisoning must begin **IMMEDIATELY**. Treatment consists of binding diquat in the gut with suspensions of activated charcoal or bentonite clay, administration of cathartics to enhance elimination, and removal of diquat from the blood by charcoal hemoperfusion or continuous hemodialysis. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

**HOT LINE NUMBER:** For 24-Hour Medical Emergency Assistance (Human or Animal) or Chemical Emergency Assistance (Spill, Leak, Fire, or Accident), Call 1-800-888-8372.

## Precautionary Statements

### Hazards to Humans and Domestic Animals WARNING/AVISO

May be fatal if absorbed through skin. Harmful if swallowed or inhaled. Causes substantial, but temporary, eye injury. Causes skin irritation. Contact with irritated skin, or a cut, or repeated contact with intact skin may result in poisoning. Do not get in eyes, on skin, or on clothing. Avoid breathing vapor or spray mist. Do not feed forage from treated crops to livestock. Keep livestock and pets out of treated fields and crop areas.

### Environmental Hazards

This pesticide is toxic to aquatic invertebrates. **For Terrestrial Uses**, do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment wash water. **For Aquatic Uses** do not apply directly to water except as specified on this label.

## STORAGE AND DISPOSAL

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

### Pesticide Storage

Keep pesticide in original container. Do not put concentrate or dilute into food or drink containers. Do not contaminate feed, foodstuffs, or drinking water. Do not store or transport near feed or food. Store at temperatures above 32°F. For help with any spill, leak, fire, or exposure involving this material, call 1-800-888-8372.

### Pesticide Disposal

Open dumping is prohibited. Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of federal law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

### Container Disposal

Do not reuse container. Triple rinse (or equivalent). 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.

### For Bulk And Mini-Bulk Containers

When the container is empty, replace the cap and seal all openings that have been opened during use and return the container to the point of purchase, or to a designated location named at the time of purchase of this product. This container must be refilled with this pesticide product. **DO NOT REUSE THE CONTAINER FOR ANY OTHER PURPOSE.** Prior to refilling, inspect carefully for damage such as cracks, punctures, abrasions, worn-out threads and closure devices. Check for leaks after refilling and before transporting. Do not transport if this container is damaged or leaking. If the container is damaged, leaking or obsolete, contact Syngenta Crop Protection at 1-800-888-8372. If not returned to the point of purchase or to a designated location, triple rinse emptied container and offer for recycling. Disposal of this container must be in compliance with state and local regulations.

For minor spills, leaks, etc., follow all precautions indicated on this label and clean up immediately. Take special care to avoid contamination of equipment and facilities during cleanup procedures and disposal of wastes. In the event of a major spill, fire, or other emergency, call 1-800-888-8372, day or night.

**CONTAINER IS NOT SAFE FOR FOOD, FEED, OR DRINKING WATER!**

**2.5 gallons**  
Net Contents

**syngenta**

**SPECIFICATIONS CONTINUED**

**ITEMS #43 – 44: Follow the item descriptions on the Schedule of Values / Bid Pricing From**

**SPECIFICATIONS CONTINUED**

**ITEM #45 – Acceptable Equal Spec. for Insecticide**  
**Next Page**

# Criterion 2F Insecticide

For foliar and systemic insect control in turfgrass (including sod farms), landscape ornamentals, fruit and nut trees and interior plantscapes.

## ACTIVE INGREDIENT:

\*Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimin .....21.4%

OTHER INGREDIENTS: ..... 78.6%

\*Protected by U.S. Patent No. 4,742,060 ..... 100.0%

Contains 2 pounds of imidacloprid per gallon.

**SHAKE WELL BEFORE USING**

EPA Reg. No. 432-1312

EPA Est. No. 3125-MO-01

**STOP - Read the label before use.**

**Keep out of reach of children.**

## CAUTION

**PRECAUCION AL USUARIO:** Si usted no puede leer o entender inglés, no use este producto hasta que la etiqueta le haya sido explicada ampliamente.

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

For **MEDICAL** And **TRANSPORTATION** Emergencies **ONLY** Call 24 Hours A Day 1-800-334-7577

For **PRODUCT USE** Information Call 1-800-334-9745

## FIRST AID

<b>If on skin or clothing</b>	<ul style="list-style-type: none"> <li>Take off contaminated clothing.</li> <li>Rinse skin immediately with plenty of water for 15 to 20 minutes.</li> <li>Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If Inhaled</b>	<ul style="list-style-type: none"> <li>Move person to fresh air.</li> <li>If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible.</li> <li>Call a poison control center or doctor for further treatment advice.</li> </ul>
<b>If swallowed</b>	<ul style="list-style-type: none"> <li>Call a poison control center or doctor immediately for treatment advice.</li> <li>Have person sip a glass of water if able to swallow.</li> <li>Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>Do not give anything by mouth to an unconscious person.</li> </ul>

Have a product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 800-334-7577 for emergency medical treatment information.

**Note To Physician:** No specific antidote is available. Treat the patient symptomatically.

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

#### CAUTION

Harmful if swallowed, absorbed through skin or if inhaled. Avoid contact with skin, eyes, or clothing. Avoid breathing spray mist.

#### Personal Protective Equipment (PPE):

**WPS USES:** Applicators and Other Handlers who handle this product for any use covered by the Worker Protection Standard (40 CFR part 170) – in general, agricultural plant uses e.g., use in sod farms, must wear:



- Long-sleeved shirt and long pants
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.
- Shoes plus socks

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

**Non-WPS USES:** Applicators and other handlers who handle this product for any use NOT covered by the Worker Protection Standard (40 CFR part 170) – in general, only agricultural plant uses are covered by the WPS, must wear:

- Shirt and pants
- Gloves
- Shoes plus socks

#### **Engineering controls statements:**

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

## **USER SAFETY RECOMMENDATIONS**

#### **User should:**

- Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco.
- Remove and wash contaminated clothing before reuse.

## **ENVIRONMENTAL HAZARDS**

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

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.

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

**Do not formulate this product into other end-use products.**

## **DIRECTIONS FOR USE**

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

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

## **AGRICULTURAL USE REQUIREMENTS**

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

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

**Exception:** If the product is applied by drenching, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

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

- Coveralls
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.
- Shoes plus socks

## NON-AGRICULTURAL USE REQUIREMENTS

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

Keep children and pets off treated area until dry.

## STORAGE AND DISPOSAL

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

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

**Container Disposal:** Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

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

Handle and open container in a manner as to prevent spillage. If the container is leaking, invert to prevent leakage. If container is leaking or material spilled for any reason or cause, carefully dam up spilled material to prevent runoff. Refer to Precautionary Statements on label for hazards associated with the handling of this material. Do not walk through spilled material. Absorb spilled material with absorbing type compounds and dispose of as directed for pesticides above. In spill or leak incidents, keep unauthorized people away. You may contact the Bayer Environmental Science Emergency Response Team for decontamination procedures or any other assistance that may be necessary. The Bayer Environmental Science Emergency Response Telephone No. is 1-800-334-7577 or contact Chemtrec at 800-424-9300.

## APPLICATION TO TURFGRASS

CRITERION 2F Insecticide can be used for the control of soil inhabiting pests of turfgrass, such as Northern & Southern masked chafers, *Cyclocephala borealis*, *C. immaculata*, and/or *C. lurida*; Asiatic garden beetle, *Maladera castanea*; European chafer, *Rhizotrogus majalis*; Green June beetle, *Cotinis nitida*; May or June beetle, *Phyllophaga* spp.; Japanese beetle, *Popillia japonica*; Oriental beetle, *Anomala orientalis*; Billbugs, *Sphenophorus* spp.; Annual bluegrass weevil, *Hyperodes* spp.; Black turfgrass ataenius, *Ataenius spretulus* and *Aphodius* spp. European Crane Fly *Tipula paludosa*, and mole crickets, *scapteriscus* spp. CRITERION 2F Insecticide can also be used for suppression of cutworms and chinch bugs. CRITERION 2F Insecticide can be used as directed on turfgrass in sites such as home lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, athletic fields and sod farms.

The active ingredient in CRITERION 2F Insecticide has sufficient residual activity so that applications can be made preceding the egg laying activity of the target pests. High levels of control can be achieved when applications are made preceding or during the egg laying period. The need for an application can be based on historical monitoring of the site, previous records or experiences, current season adult trapping or other methods. Optimum control will be achieved when applications are made prior to egg hatch of the target pests, followed by sufficient irrigation or rainfall to move the active ingredient through the thatch.

Applications should not be made when turfgrass areas are waterlogged or the soil is saturated with water. Adequate distribution of the active ingredient cannot be achieved when these conditions exist. The treated turf area must be in such a condition that the rainfall or irrigation will penetrate vertically in the soil profile. Applications cannot exceed a total of 1.6 pints (0.4 lb of active ingredient) per acre per year.

### APPLICATION EQUIPMENT FOR USE ON TURFGRASS

Apply CRITERION 2F Insecticide in sufficient water to provide adequate distribution in the treated area. The use of accurately calibrated equipment normally used for the application of turfgrass insecticides is required. Use equipment which will produce a uniform, coarse droplet spray, using a low pressure setting to eliminate off target drift. Check calibration periodically to ensure that equipment is working properly.

## APPLICATION TO ORNAMENTALS

CRITERION 2F Insecticide is for use on ornamentals in commercial and residential landscapes and interior plantscapes. CRITERION 2F Insecticide is a systemic product and will be translocated upward into the plant system from root uptake. To assure optimum effectiveness, the product must be placed where the growing portion of the target plant can absorb the active ingredient. The addition of a nitrogen containing fertilizer, where applicable, into the solution may enhance the uptake of the active ingredient. Application can be made by foliar application or soil applications; including soil injection, drenches, and broadcast sprays. Foliar applications offer locally systemic activity against insect pests.

When making soil applications to plants with woody stems, systemic activity will be delayed until the active ingredient is translocated throughout the plant. In some cases, this translocation delay could take 60 days or longer. For this reason, applications should be made prior to anticipated pest infestation to achieve optimum levels of control.

For outdoor ornamentals, broadcast applications cannot exceed a total of 1.6 pints (0.4 lb of active ingredient) per acre per year.

## Ant Management Programs

Use CRITERION 2F to control aphids, scale insects, mealybugs and other sucking pests on ornamentals to limit the honeydew available as a food source for ant populations. CRITERION 2F applications can be then be supplemented with residual sprays, bait placements or other ant control tactics to further reduce the pest population.

**NOTE:** Not for use in commercial greenhouses, nurseries, or on grasses grown for seed, or on commercial fruit and nut trees.

### APPLICATION EQUIPMENT FOR FOLIAR APPLICATIONS

CRITERION 2F Insecticide mixes readily with water and may be used in many types of application equipment. Mix product with the required amount of water and apply as desired dependent upon the selected use pattern.

When making foliar applications on hard to wet foliage such as holly, pine, or ivy, the addition of a spreader/ sticker is recommended. If concentrate or mist type spray equipment is used, an equivalent amount of product should be used on the area sprayed, as would be used in a dilute application.

CRITERION 2F Insecticide has been found to be compatible with commonly used fungicides, miticides, liquid fertilizers, and other commonly used insecticides. Check physical compatibility using the correct proportion of products in a small jar test if local experience is unavailable.

Do not apply through any irrigation system.

RECOMMENDED APPLICATIONS		
CROP	PEST	DOSAGE CRITERION 2F
Turf Grasses	Larvae of:	European Crane Fly
	Annual bluegrass weevil	Green June beetle
	Asiatic garden beetle	Japanese beetle
	Billbug	Northern masked chafer
	Black turfgrass ataenius	Oriental beetle
	Cutworms (suppression)	<i>Phyllophaga</i> spp.
	European chafer	Southern masked chafer
	For optimum control of grubs, billbugs, annual bluegrass weevil, and European Crane Fly make application prior to egg hatch of the target pest.	
	Be sure to read "APPLICATION EQUIPMENT" Section of this label.	
	Chinchbugs (suppression)	Mole crickets
1.25 to 1.6 pt/A or 0.46 to 0.6 fl oz (14 to 17 mL) per 1000 sq ft		
1.6 pt /A or 0.6 fl oz (17 mL) per 1000 sq ft		
For suppression of chinchbugs, make application prior to the hatching of the first instar nymphs.		
For control of mole crickets make application prior to or during the peak egg hatch period. When adults or large nymphs are present and actively tunneling, CRITERION 2F application should be accompanied by a curative insecticide. Follow label instructions for other insecticides when tank-mixing.		
Consult your local turf, state Agricultural Experiment Station, or State Extension Service Specialists for more specific information regarding timing of application.		
<b>NOTE:</b> For optimum control, irrigation or rainfall should occur within 24 hours after application to move the active ingredient through the thatch. Do not apply more than 1.6 pt (0.4 lb of active ingredient) per acre per year. Avoid mowing turf or lawn area until after sufficient irrigation or rainfall has occurred so that uniformity of application will not be affected.		

## RECOMMENDED APPLICATIONS

For use only in and around industrial and commercial buildings and residential areas

CROP	PEST	DOSAGE CRITERION 2F
Trees Shrubs Evergreens Flowers Foliage plants Groundcovers Interior plantscapes	Adelgids Aphids Japanese beetles Lace bugs Leaf beetles (including elm and viburnum leaf beetles) Leafhoppers (including glassy- winged sharpshooter)	Mealybugs Psyllids Sawfly larvae Thrips (suppression) Whiteflies
<b>Foliar Applications:</b> Start treatments prior to establishment of high pest populations and reapply on an as needed basis.		
	White grub larvae (such as Japanese beetle larvae, Chafers, <i>Phyllophaga</i> spp. Asiatic garden beetle, Oriental beetle)	0.46 to 0.6 fl oz (14 to 17 mL) per 1000 sq ft
<b>Broadcast Applications:</b> Mix required amount of product in sufficient water to uniformly and accurately cover the area being treated. Do not use less than 2 gallons of water per 1000 sq ft. For optimum control, irrigate thoroughly to incorporate CRITERION 2F Insecticide into the upper soil profile. Refer to use directions specific for FLOWERS and GROUND COVERS concerning additional use directions.		

**RECOMMENDED APPLICATIONS - TREES, SHRUBS, FLOWERS AND GROUNDCOVERS**

For use only in and around industrial and commercial buildings and residential areas, and state, national, and private wooded and forested areas for the insect pests listed below:

Adelgids	Japanese beetles	Leafminers	Sawfly larvae
Aphids	Lace bugs	Mealybugs	Soft scales
Armored scales (suppression)	Leaf beetles (including elm and viburnum leaf beetles)	Pine tip moth larvae	Thrips (suppression)
Black vine weevil larvae		Psyllids	White grub larvae
Emerald ash borer	Leafhoppers (including glassy-winged sharpshooter)	Royal palm bugs	Whiteflies
Eucalyptus longhorned borer			
Flatheaded borers (including bronze birch and alder borer)			

**TREES**

0.1 to 0.2 fl oz (3 to 6 mL) per inch of trunk diameter (D.B.H.)

**Soil Injection:** GRID SYSTEM: Holes should be spaced on 2.5 foot centers, in a grid pattern, extending to the drip line of the tree. CIRCLE SYSTEM: Apply in holes evenly spaced in circles, (use more than one circle dependent upon the size of the tree) beneath the drip line of the tree extending in from that line. BASAL SYSTEM: Space injection holes evenly around the base of the tree trunk no more than 6 to 12 inches out from the base.

Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. For optimum control, keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per tree.

**No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.**

**Soil Drench:** Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.

**For Control of Specified Borers:** Application to trees already heavily infested may not prevent the eventual loss of the trees due to existing pest damage and tree stress.

**SHRUBS**

0.1 to 0.2 fl oz (3 to 6 mL) per foot of shrub height

**Soil Injection:** Apply to individual plants using dosage indicated.

Mix required dosage in sufficient water to inject an equal amount of solution in each hole. Maintain a low pressure and use sufficient solution for distribution of the liquid into the treatment zone. Keep the treated area moist for 7 to 10 days. Do not use less than 4 holes per shrub.

**No Soil Injection Applications Allowed in Nassau or Suffolk Counties of New York.**

**Soil Drench:** Uniformly apply the dosage in no less than 10 gallons of water per 1000 square feet as a drench around the base of the tree, directed to the root zone. Remove plastic or any other barrier that will stop solution from reaching the root zone.

**FLOWERS AND GROUNDCOVERS**

0.46 to 0.6 fl oz (14 to 17 mL) per 1000 sq ft

Apply as a broadcast treatment and incorporate into the soil before planting or apply after plants are established. If application is made to established plants, optimum control will be attained if area is irrigated thoroughly after application.

**RECOMMENDED APPLICATIONS**

For use only in and around residential areas

CROP	PEST	RATE PER APPLICATION	
<b>Pome Fruits</b> Apple Crabapple Loquat Mayhaw Pear Pear (oriental) Quince	Aphids (except Woolly apple aphid) Leafhoppers (including glassy-winged sharpshooter) Leafminer Mealybugs* San Jose scale*	1.5 fl oz (45 mL) per 100 gal	6.0 fl oz/A <sup>1</sup>

Apply specified dosage as foliar spray as needed after petal-fall is complete.

For control of rosy apple aphid, apply prior to leafrolling caused by the pest.

For first generation leafminer control, make first application as soon as petal-fall is complete. Greatest leafminer control will result from the earliest possible application. For second and succeeding generations of leafminer, optimal control is obtained from applications made early in the adult flight against egg and early instar larvae. A second application may be required 10 days later if severe pressure continues or if generations are overlapping. A single application may result in suppression only. CRITERION 2F will not control late stage larvae.

For San Jose Scale, time applications to the crawler stage. Treat each generation.

For late season (preharvest) control of leafhopper species, apply CRITERION 2F while most leafhoppers are in the nymphal stage.

For optimal control of mealybug, insure good spray coverage of the trunk and scaffolding limbs or other resting sites of the mealybug.

Do not apply more than 6.0 fluid ounces per acre in a single application. Do not make more than 5 applications.

Allow 10 or more days between applications. Allow at least 7 days between last application and harvest.

\* Not for use in California for control on pears.

Pecan*	Yellow pecan aphid Black margined aphid Pecan leaf phyloxera	Pecan spittlebug Pecan stem phyloxera	1.5 fl oz (45 mL) per 100 gal	6.0 fl oz/A <sup>1</sup>
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Make foliar applications as pests begin to build before populations become extreme. Two applications at a 10 to 14 day interval may be required to achieve control. Scout and retreat if needed.

Thorough uniform coverage of foliage is necessary for optimal control. Addition of an organosilicone-based spray adjuvant at a rate not to exceed the adjuvant manufacturer's recommended use rate may improve coverage.

Do not apply more than a total of 18.0 fluid ounces of CRITERION 2F per acre per year. Do not make more than 3 applications.

Allow 10 or more days between applications.

<sup>1</sup> The amount of CRITERION 2F required per acre will depend on tree size and volume of foliage present. The rate per acre is based on a standard of 400 gallons of dilute spray solution per acre for large trees.

\* Use on pecans not permitted in California unless directed by specific supplemental labeling.

**RECOMMENDED APPLICATIONS**

For use only in and around industrial and commercial buildings and residential areas

CROP	PEST	RATE PER APPLICATION	
Grapes	Leafhoppers (including glassy-winged sharpshooter) Mealybugs	1.5 fl oz (45 mL) per 100 gal	3.0 fl oz/A (90 mL/A)

Apply specified dosage as a foliar spray using 200 gallons of water per acre. Do not apply more than a total of 6.0 ounces of CRITERION 2F per acre per year. Allow at least 14 days between applications. Applications may be applied up to and including day of harvest.

**RESTRICTIONS**

Do not graze treated areas or use clippings from treated areas for feed or forage. Avoid runoff or puddling of irrigation water following application. Keep children and pets off treated area until dry. Avoid application of CRITERION 2F Insecticide to areas which are water logged or saturated, which will not allow penetration into the root zone of the plant. Do not apply more than 1.6 pt (0.4 lb of active ingredient) per acre per year.

Treated areas may be replanted with any crop specified on an imidacloprid label, or with any crop for which a tolerance exists for the active ingredient.

For crops not listed on an imidacloprid label, or for crops for which no tolerances for the active ingredient have been established, a 12-month plant-back interval should be observed.

### **IMPORTANT: READ BEFORE USE**

Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of liability before using this product.

If terms are not acceptable, return the unopened product container at once. By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

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

**DISCLAIMER OF WARRANTIES:** TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BAYER CROPSCIENCE LP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Bayer CropScience is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. BAYER CROPSCIENCE LP DISCLAIMS ANY liability whatsoever for special, incidental or consequential damages, resulting from the use or handling of this product.

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

This Product is specially formulated and sold under license from Bayer only for the uses set forth on this label. The active ingredient of this product, formulations containing this active ingredient, and/or methods of making or using this active ingredient or its formulations may be the subject of one or more Bayer patents, including but not limited to U.S. Patent No. 4,742,060. The purchase and/or use of this product constitutes acceptance of a limited license to use this product only in strict accordance with the instructions set forth on this label. Any use of this product other than as expressly set forth on this label is prohibited and is not licensed through the purchase and/or use of this product and may result in the infringement of one or more Bayer patents and/or other intellectual property rights.

**NET CONTENTS: 2.88L**



**Bayer Environmental Science**

A Business Group of Bayer CropScience LP  
2 T. W. Alexander Drive  
P.O. Box 12014  
Research Triangle Park, NC 27709

09/22/06, Notification 11/06/06



**SPECIFICATIONS CONTINUED**

**ITEMS #46 – 60: Follow the item descriptions on the Schedule of Values / Bid Pricing From**

**SPECIFICATIONS CONTINUED**

**ITEM #61 – Aloft Insecticide**

**Next Page**

# Aloft<sup>®</sup> LC G

## Insecticide

GROUP	4A	INSECTICIDE
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GROUP	3	INSECTICIDE
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For contact and systemic insect pest control in lawns and landscape ornamentals around residential, institutional, public, commercial and industrial buildings, parks, recreational areas, and athletic fields. Not for use on golf courses and sod farms.

### INGREDIENTS:

By wt.

#### Active Ingredients:

Clothianidin\* ..... 0.250%

Bifenthrin\*\* ..... 0.125%

Other Ingredients: ..... 99.625%

Total ..... 100.000%

\* (E)-1-(2-chloro-1,3-thiazol-5-ylmethyl)-3-methyl-2-nitroguanidine

\*\* 2-methylbiphenyl-3-ylmethyl (1RS,3RS)-3-[(Z)-2-chloro-3,3,3-trifluoroprop-1-enyl]-2,2-dimethylcyclopropanecarboxylate (cis isomers 97% minimum, trans isomers 3% maximum)

## KEEP OUT OF REACH OF CHILDREN CAUTION

See back panel for First Aid, additional Precautionary Statements and Direction for Use

For Product Use Information, call 1-866-761-9397

Produced for:

**Arysta LifeScience North America, LLC**

15401 Weston Parkway, Suite 150

Cary, NC 27513

EPA Reg. No. 66330-368

EPA Est. No. 51036-GA-001

AD121008

102333

**NET WEIGHT: 40 LBS**



**Arysta LifeScience<sup>®</sup>**

FIRST AID	
If swallowed	<ul style="list-style-type: none"> <li>• Call poison control center or doctor immediately for treatment advice.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by the poison control center or doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
If inhaled	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>
If in eyes	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
If on skin or clothing	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>NOTE TO PHYSICIAN:</b> This pesticide contains a pyrethroid. If significant quantities have been swallowed, promptly eliminate the ingested quantities from the stomach and intestines. Treatment is symptomatic and supportive. Alcohol, milk, cream, and other digestible fats and oils should NOT be administered as they may increase absorption.	
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. <b>FOR 24-HOUR EMERGENCY MEDICAL ASSISTANCE: CALL PROSAR at 1-866-303-6952.</b>	

## PRECAUTIONARY STATEMENTS

### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

**CAUTION:** Causes moderate eye irritation. Avoid contact with eyes or clothing. Wear protective eyewear. Wear: long-sleeved shirt and long pants, socks, shoes, and chemical-resistant gloves (such as Natural Rubber, Selection Category A).

### PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

Applicators and other handlers must wear:

- long-sleeved shirt and long pants
- shoes plus socks
- chemical-resistant gloves
- protective eyewear

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

## USER SAFETY RECOMMENDATIONS

Users should:

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

### ENVIRONMENTAL HAZARDS

This product is extremely toxic to fish and aquatic invertebrates. Drift and runoff may be hazardous to aquatic organisms in neighboring areas. Do not apply where runoff is likely to occur. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters or rinsate.

This product is toxic to bees exposed to treatment and for more than 5 days following treatment. Do not apply this product to blooming, pollen-shedding or nectar-producing parts of plants if bees may forage on the plants during this time period, unless the application is made in response to a public health emergency declared by appropriate state or federal authorities.

## DIRECTIONS FOR USE

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

Carefully read and understand the Directions for Use and restrictions before applying this product.

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

Apply using ground equipment only; do not apply by air.

**RESTRICTION:** Do not apply on the following: commercial nurseries, commercial greenhouses, grass grown for seed, golf courses and sod farms.

Keep children and pets out of treated areas until the dust from the application have settled.

### INFORMATION

**ALOFT® LC G** is a broad spectrum, long lasting contact and systemic insecticide for control of insects infesting lawns and ornamentals in landscapes and surrounding areas. **ALOFT LC G** can be used around residences, business complexes, industrial complexes, airports, playgrounds, school yards, parks and recreation areas, athletic fields, cemeteries, arboretums, non-production greenhouses, and interior plantscapes.

### RESISTANCE MANAGEMENT

The active ingredients in **ALOFT LC G** are clothianidin, a Group 4A insecticide, and bifenthrin a Group 3 insecticide. Insect biotypes with acquired resistance to Group 4A or Group 3 insecticides may eventually dominate the insect population if Group 4A or Group 3 insecticides are used alone or repeatedly in the same site or in successive years as the primary method of control for targeted species. **ALOFT LC G** contains two active ingredients with different modes of action and provides a recognized built-in insecticide resistance management strategy to minimize the development of insecticide resistance in insect pests.

To delay insecticide resistance in insects that are at risk of developing resistance to insecticides consider:

- Avoid the consecutive use of insecticides in the same group on the same insect species.
- Use tank-mixtures or pre-mixes of insecticides from a different target site of action.
- Base insecticide use on a comprehensive IPM program.
- Monitor treated insect populations for loss of field efficacy.
- Contact your State Agricultural Experiment Station, State Extension Specialists, other lawn experts and/or Arysta LifeScience North America, LLC for insecticide resistance management and/or IPM recommendations for the specific site and resistant pest problems.
- For further information or to report suspected resistance, you may contact Arysta LifeScience North America, LLC at 1-866-761-9397.

### APPLICATION EQUIPMENT

Apply **ALOFT LC G** uniformly over the area being treated with standard granular application equipment. Use either drop-type or rotary-type spreaders to apply **ALOFT LC G**.

Avoid the use of spreaders that apply the material in narrow, concentrated bands. Calibrate application equipment prior to use according to the manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly and accurately. In order to insure continuing delivery of the correct amount of **ALOFT LC G** further adjustments to the settings should be made periodically during application.

### APPLICATION INSTRUCTIONS – TURFGRASS AND PERIMETERS AROUND LAWNS AND LANDSCAPED AREAS

**ALOFT LC G** can be used for broad spectrum insect control in lawns and perimeters of lawns. **ALOFT LC G** can be used around residences, business complexes, industrial complexes, airports, playgrounds, school yards, parks and recreation areas, athletic fields, cemeteries, arboretums, non-production greenhouses, and interior plantscapes.

**ALOFT LC G** has sufficient contact and residual activity to provide high levels of control. The need for an application can be based on historical monitoring of the presence of or anticipated occurrence of individual or multiple insect pest species, the site, previous records or experiences, current season adult trapping or other methods. Optimum control of white grubs will be achieved when applications are made just prior to egg laying or to early instar larvae of target pests, followed by sufficient irrigation or rainfall to move the active ingredient into the zone where the insect pests are active. Applications made in advance of egg laying or to areas being damaged by existing white grubs or scavenging animals will be controlled with applications of **ALOFT LC G** anytime white grubs are active. Multiple applications can be made each growing season but do not use more than 160 lbs of product (0.4 lb of clothianidin active ingredient, 0.2 lb bifenthrin) per acre per year. Note: You may also use additional products containing bifenthrin as long as the maximum amount of bifenthrin does not exceed 0.4 lbs active ingredient per acre per season for use in lawns and perimeters.

**ALOFT LC G** can be applied to lawns and perimeters at 80 – 160 lbs per acre per year (1.8 – 3.6 lbs/1,000 sq ft). The rate is dependent on the target pest(s), their stage of development and the desired level of control. Optimum control of white grubs (larvae) will be achieved when applications are made just prior to or just after peak egg laying. Higher rates should be used when long residual control is desired for control of multiple insect pests or late season curative (rescue) applications are made to lawns already showing grub damage or damage due to scavenging of animals. Multiple applications can be made but do not exceed the maximum amount per year (160 lbs/acre or 3.6 lbs/1,000 sq ft). Consult your local State Agricultural Experiment Station, State Extension Turf Specialists or other lawn experts for specific information concerning the timing of applications.

For early season control of insect pests (such as annual bluegrass weevil) and for full season control of white grubs, make the first application of **ALOFT LC G** at peak adult activity or when other insect pests reach a damaging population in the spring at a rate of 100 – 160 lbs per acre (2.3 – 3.6 lbs/1000 sq ft). For control of white grubs at standard application timing, apply 80 – 160 lbs per acre (1.8 – 3.6 lbs/1000 sq ft) just prior peak adult activity or to early instar larvae.

For surface insects, best control will be obtained if **ALOFT LC G** is not watered in for at least 24 hours after the application. For best control of the target insects in the thatch, lightly water in after application with enough water to wet the thatch zone. For control of armyworms, cutworms and other surface feeders, apply 80 – 160 lbs per acre (1.8 – 3.6 lbs/1000 sq ft) at the first sign of insects or insect damage. Repeat the application as needed to control additional flushes of insects. Up to a total of 160 lbs per acre per year (3.6 lbs/1,000 sq ft) can be applied.

For control of existing grub populations, best results will be obtained if you irrigate after application with enough water to move the insecticide into the zone where the grubs are feeding.

Avoid mowing lawn until after irrigation or rainfall has occurred so that uniformity of application will not be affected.

TURFGRASS AND PERIMETERS AROUND LAWNS	
APPLICATION RATE	INSECT PEST
1.8 – 3.6 lbs per 1,000 sq. ft. (80-160 lbs per acre)	Annual Bluegrass Weevil/Hyperodes (Adults) <sup>1</sup> Annual Bluegrass Weevil/Hyperodes (Larvae) <sup>1</sup> Ants <sup>2</sup> , Nuisance (Excluding fire, harvester, pharaoh, and carpenter ants) Armyworms Billbugs <sup>3</sup> Black Turfgrass Ataenius <sup>4</sup> Chiggers Chinch Bugs Cutworms European Crane Fly Grasshoppers Leafhoppers Mole Crickets <sup>5</sup> Pillbugs Sod webworms Sowbugs Spittle bug Sugarcane grub White grubs <sup>6</sup> (Asiatic Garden Beetle, European Chafer, Green June Beetle, Japanese Beetle, Northern Masked Chafer, <i>Phyllophaga</i> spp. (May or June Beetle), Oriental Beetle, Southern Masked Chafer)
<p><sup>1</sup> <b>Annual Bluegrass Weevil:</b> Application can be timed for adult weevils as they move from their over-wintering sites into turf. This movement usually begins before or when Forsythia is in full bloom and continues to full bloom of dogwoods. Larvae from adult weevils that escape the application will be controlled with the application directed at adult weevils. Applications made after adult weevil activity will control larvae. Consult your State Cooperative Extension Service for more specific information regarding timing of application. Full season control of white grubs will be obtained with an application of 100 – 160 lbs/Acre targeted towards Annual Bluegrass Weevil/Hyperodes.</p> <p><sup>2</sup> <b>Applications of ALOFT LC G in the late fall or early spring will reduce populations of nuisance ants (excluding fire, harvester, pharaoh and carpenter ants).</b> Make an application in the fall before ants stop foraging or after they become active in the spring. For best results, make a broadcast application and lightly water in to wet the turf and thatch area where ants are foraging.</p> <p><sup>3</sup> <b>Billbugs:</b> Application can be made when adult Billbugs are first observed, usually in April and May in temperate regions. A spring application will also control Billbug larvae. Consult your State Cooperative Extension Service for more specific information regarding timing of application. White grubs will be controlled with an application targeted towards Billbugs.</p> <p><sup>4</sup> <b>Black Turfgrass Ataenius:</b> Application can be timed to coincide with the first generation of Black Turfgrass Ataenius that usually appears during May. White grubs will be controlled with an application targeted towards Black Turfgrass Ataenius.</p> <p><sup>5</sup> <b>Mole Crickets:</b> Application should be made during peak adult flight and egg lay. If the soil is dry, irrigate before application to stimulate insect activity and water after application to release the insecticide from the granule carrier.</p> <p><sup>6</sup> <b>White Grubs:</b> Applications should be made when white grubs are active from early spring to late fall. The residual activity of <b>ALOFT LC G</b> is long enough to provide season long control of white grubs when applied for control of early season insects such as Annual Bluegrass Weevil, Billbugs, and Nuisance Ants, overwintering White Grubs or other early season insects.</p>	
<b>RESTRICTIONS</b> <ul style="list-style-type: none"> <li>Do not apply more than a total of 160 lbs of <b>ALOFT LC G</b> (0.4 lb of clothianidin active ingredient, 0.2 lb bifenthrin) per acre per season.</li> <li>If the maximum season limit of <b>ALOFT LC G</b> has been applied and pest populations require additional treatments, use another pesticide labeled for control of the targeted insects that does not contain clothianidin. You may use additional products containing bifenthrin as long as the maximum amount of bifenthrin does not exceed 0.4 lbs active ingredient per acre per season for use in lawns and perimeters.</li> </ul>	

When treating perimeters of structures, make the application to the ground from 5-10 feet adjacent to the structure.

FOR PERIMETER APPLICATIONS									
Appl. Rate: Lbs/1,000 sq ft	Band Width in Feet	Lbs of ALOFT LC G / Linear Distance (Feet) Around Structure							
		100	150	200	250	300	400	500	1,000
1.8	5	1	1.5	2	2.5	3	4	5	10
1.8	10	2	3	4	5	6	8	10	20
2.8	5	1.4	2	2.8	3.5	4.2	5.6	7	14
2.8	10	3	4.5	6	7.5	9	12	15	30
3.6	5	2	3	4	5	6	8	10	20
3.6	10	3.6	5.4	7.2	9	10.8	14.4	18	36
<b>NOTE:</b> This table provides amounts which include the total area to be treated. This area includes the area of a circle whose radius is the bandwidth (this accounts for the area treated at the four corners of the structure) plus the linear distance treated times the bandwidth.									

Spreader	Granular Spreader Settings		
	2 lb/1,000 sq. ft.	3 lb/1,000 sq. ft.	4 lb/1,000 sq. ft.
Cyclone	3	4	4 1/4
Lely	3 II	4 II	5 II
Lesco	10	15	16
Scotts R8A/SR-1	I	K	L
Spyker	3	3 1/2	4 1/4
Vicon	20	22	23

Note: Spreader settings are approximate starting points for calibrating equipment.

**APPLICATION INSTRUCTIONS – LANDSCAPE ORNAMENTALS**

**ALOFT LC G** is a broad spectrum, contact and long lasting systemic insect control product for a wide spectrum of insects infesting landscape ornamentals. **ALOFT LC G** can be used around residences, business complexes, industrial complexes, airports, playgrounds, school yards, parks and recreation areas, athletic fields, cemeteries, arboretums, non-production greenhouses and interiorscapes.

For control of listed surface insects and insects that crawl along the surface of the soil or mulch under ornamentals, best results will be obtained if **ALOFT LC G** is watered in lightly after application to move the insecticide into the areas where insects are active. For best results water in with enough irrigation or rainfall to move the active ingredient into the zone where the target insects are active. Soil surface applications will provide control of foliage feeding insects; however, optimum control will not be achieved until the active ingredient is taken up by the plant roots and translocated to the area where insects are feeding.

LANDSCAPE ORNAMENTALS		
SOIL SURFACE or MULCH APPLICATION	SOIL INSECT PEST	APPLICATION INSTRUCTIONS
1.8 – 3.6 lb per 1,000 sq ft (80 – 160 lb per acre)	Ants, Nuisance (Excluding fire, harvester, pharaoh, and carpenter ants) Beet Armyworm Beetles Black Vine Weevils (Adults) Centipedes Crickets Cutworms Diaprepes (Adults)  Earwigs Fall Armyworms Grasshoppers Millipedes Pillbugs White grubs (Asiatic Garden Beetle, European Chafer, Green June Beetle, Japanese Beetle, Northern Masked Chafer, <i>Phyllophaga</i> spp. (May or June Beetle), Oriental Beetle, Southern Masked Chafer)	<b>ALOFT LC G must be watered in or receive rainfall after application to be activated.</b>  Control of leaf feeding insects will be delayed until the insecticide is taken up by the roots and moved into the areas where insects are feeding, usually 2-4 weeks. For trees and woody shrubs see below.
SOIL SURFACE or MULCH APPLICATION	ABOVE GROUND INSECT PEST	APPLICATION INSTRUCTIONS
3 – 3.6 lb per 1,000 sq ft (132 – 160 lb per acre)	Aphids Azalea lace bug Caterpillars Flea Beetles Florida wax scale Glassy winged sharpshooter Gypsy Moth Caterpillars Japanese Beetles (Adults)  Leafhoppers Leafminers Leafrollers Mealybugs Plant Bugs (incl. <i>Lygus</i> spp) Root Weevils (incl. Black Vine Weevils) Scales, Soft Whiteflies	<b>ALOFT LC G must be watered in or receive rainfall after application to be activated.</b>  Control of leaf feeding insects will be delayed until the insecticide is taken up by the roots and moved into the areas where insects are feeding, usually 2-4 weeks. For trees and woody shrubs see below.
<b>RESTRICTION</b> <ul style="list-style-type: none"><li>Do not apply more than a total of 160 lbs of <b>ALOFT LC G</b> as a broadcast application (0.4 lb of clothianidin active ingredient, 0.2 lb bifenthrin) per acre per season.</li><li>If the maximum season limit of <b>ALOFT LC G</b> has been applied and pest populations require additional treatments, use another pesticide labeled for control of the targeted insects that does not contain clothianidin. You may use additional products containing bifenthrin as long as the maximum amount of bifenthrin does not exceed 0.4 lbs active ingredient per acre per season for use in lawns and perimeters.</li></ul>		

**APPLICATION INSTRUCTIONS – ORNAMENTAL NON-BEARING FRUIT AND NUT TREES AND WOODY SHRUBS**

**ALOFT LC G** can be used for systemic control of insects with and application on trees in landscapes and interior landscapes. **ALOFT LC G** contains clothianidin which is systemic and will be translocated throughout the tree or shrub. Treat the area over the root zone of the trees/shrubs or apply the insecticide around the "root well" of the plant.

**ALOFT LC G** is a systemic product and will be translocated upward into the plant system from root uptake. It must be placed in an area where the roots can absorb the active ingredient. It may take 2-4 weeks for the active ingredient to move from root zone to the areas of the trees affected. If insect pests are already present and causing damage, consider making a foliar application and then follow up with granule application. For best results, water in after application with enough water to move the insecticide into the root zone of the trees.

For trees and shrubs use 0.4 – 0.8 lbs **ALOFT LC G** per inch of cumulative trunk diameter (DBH) of the plant(s).

For hedges six feet or less in height use 4.0 lbs **ALOFT LC G** per 100 linear feet of hedge. For hedges greater than six feet in height use an additional 1.0 lb per 100 linear feet of hedge. Before application remove any plastic or other barriers that may prevent the insecticide from reaching the root zone of the plants.

Bronze Birch Borer, Flatheaded Borers (excluding Emerald Ash Borer) and other Borers: Make an application around the trunk of the trees when the trees are actively growing. Use 0.2 – 0.4 lb **ALOFT LC G** per inch DBH in a 1 – 2 ft. area around the trunk of the trees.

**STORAGE AND DISPOSAL**

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

**PESTICIDE STORAGE:** Store in a cool, dry place away from excessive heat. Do not store near food, feed, fertilizers, seeds, or other pesticides. Keep this product out of reach of children and animals at all times. Store in original container only. Open the product container carefully and after use, seal tightly.

**To contain a spill:** Cover the spilled product to prevent the material from spreading. If the product container is damaged, place the entire container along with the product in a secure receptacle and clearly label the contents.

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

**CONTAINER DISPOSAL:**

Paper and plastic bags: Completely empty bag into application equipment. Then dispose of in a sanitary landfill, or (if allowed by State and local authorities) by burning. If burned, stay out of smoke.

**FOR 24-HOUR CHEMICAL EMERGENCY (Spill, Leak, Fire or Accident) ASSISTANCE:** Call CHEMTREC at 1-800-424-9300.

**Warranty and Disclaimer Statement**

The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Such risks may arise from weather conditions, soil factors, off-target movement, unconventional farming techniques, the presence of other materials, the manner of use or application, or other unknown factors, all of which are beyond the control of Arysta LifeScience North America, LLC ("Arysta"), and can cause crop injury, injury to non-target crops or plants, ineffectiveness of the product, or other unintended consequences. All such risks shall be assumed by the user or buyer.

Arysta warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks described above, when used in accordance with the Directions for Use under normal conditions.

This warranty does not extend to the use of this product contrary to label instructions or under conditions not reasonably foreseeable to Arysta, and is subject to the inherent risks described above.

**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ARYSTA DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, ARYSTA, MANUFACTURER, AND SELLER DISCLAIM AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, HANDLING, APPLICATION, STORAGE, OR DISPOSAL OF THIS PRODUCT OR FOR DAMAGES IN THE NATURE OF PENALTIES, AND THE USER AND BUYER WAIVE ANY RIGHT THAT THEY MAY HAVE TO SUCH DAMAGES. NO AGENT, REPRESENTATIVE OR EMPLOYEE OF ARYSTA IS AUTHORIZED TO MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION BEYOND THOSE CONTAINED HEREIN OR TO MODIFY THE WARRANTIES CONTAINED HEREIN.**

**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE TOTAL LIABILITY OF ARYSTA, MANUFACTURER, AND SELLER, SHALL BE LIMITED TO THE PURCHASE PRICE PAID, OR AT ARYSTA'S ELECTION, THE REPLACEMENT OF THE PRODUCT.**

ALOFT® and the Aloft logo are registered trademarks of Arysta LifeScience North America, LLC.

Arysta LifeScience and the Arysta LifeScience logo are registered trademarks of Arysta LifeScience Corporation.

**SPECIFICATIONS CONTINUED**

**ITEMS #62 – 105: Follow the item descriptions on the Schedule of Values / Bid Pricing From**



## BID PROPOSAL CHECKLIST

**Note: Please submit your bid in this order**

YES\_\_\_ NO\_\_\_ 1. Bid submittal – one (1) original and one (1) PDF (CD) copy

YES\_\_\_ NO\_\_\_ 2. Bid Acknowledgment Cover Sheet

YES\_\_\_ NO\_\_\_ 3. Acknowledgment of addendums (if any)

YES\_\_\_ NO\_\_\_ 4. Bid Submittal

YES\_\_\_ NO\_\_\_ 5. Schedule of Value

YES\_\_\_ NO\_\_\_ 6. Questionnaire

YES\_\_\_ NO\_\_\_ 7. Vendor Application Form

YES\_\_\_ NO\_\_\_ 8. Electronic Funds Transfer Form (if applicable)

YES\_\_\_ NO\_\_\_ 9. Drug Free Workplace

YES\_\_\_ NO\_\_\_ 10. Sworn Statement under Section 287.133(3) (a)

YES\_\_\_ NO\_\_\_ 11. Wellington Local Preference Form

YES\_\_\_ NO\_\_\_ 12. Insurance Certificates

YES\_\_\_ NO\_\_\_ 13. Copy of Appropriate Licenses

## BID SUBMITTAL

To:  
Village of Wellington  
12300 Forest Hill Blvd.  
Wellington, Florida 33414

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(Vendor)

agrees to provide material for the supply and delivery of fertilizers, herbicides, insecticides, fungicides, and other specialty items in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified herein for ITB #091-12/ER.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

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Contractor's Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

## SCHEDULE OF VALUES

### BID PRICING FORM

**Please note:**

When submitting Bid pricing, bidder must enter unit cost and extended total in the spaces provided on this bid pricing form. Multiply your Unit Price times the quantities in the Estimated Quantity Column. In the spaces provided please submit Item #, Brand, EPA Registration Number (if applicable), Pack Size, Delivery Days after receipt of an order, Unit Price, and Total Price (estimated annual quantity multiplied by unit price).

Item #	Item Description	Product Item #	Brand	EPA # (If Applicable)	Pack Size	Delivery Days	UOM	Estimated Annual Quantity	Unit Price Based on UOM	Total Price
	<b>FERTILIZER</b>									
1	15-0-15 Fertilizer (Or Equal)						LB.	47,500		
2	16-0-8 Fertilizer (Or Equal)						LB.	47,500		
3	16-2-16 Fertilizer (Or Equal)						LB.	47,500		
4	Dimension (Or Equal)						LB.	47,500		
5	Ronstar (No substitution)						GAL.	100		
6	30-0-0 Liquid Fertilizer (No Substitution)						GAL.	100		
7	Flexx 3-0-20 (bio) (Plant Health Care) (No Substitution)						LB.	200 lbs		
8	PHC BioPak Plus 3-0-20 (Plant Health Care) (No Substitution)						OZ.	500 oz		
9	PHC PALM SAVER 6-3-6 (bio) (Plant Health Care) (No Substitution)						LB.	500 lbs		

10	Turf Nectar 15-0-0 w/ 6%Fe (EleMax) (No Substitution)						FL. Oz.	1100 gal		
11	Chelamix (minors) (No Substitution)						LB.	100 lbs		
12	Minors liquid fertilizer (No Substitution)						FL. Oz.	100 gal		
13	Milorganite (No Substitution)						LB.	120,000		
14	400 High Mn (No Substitution)						2.5 Gal Jug	10 jugs		
15	8-2-12 (Specific Blend) (No Substitution)						LB.	20000lbs		
16	16-2-16 with Methelated Urea (Specific Blend) (No Substitution)						LB.	47,500		
17	18-0-18 wtth Methelated Urea (Specific Blend) (No Substitution)						LB.	47,500		
Item #	Item Description	Product Item #	Brand	EPA # (If Applicable)	Pack Size	Delivery Days	UOM	Estimated Annual Quantity	Unit Price Based on UOM	Total Price
HERBICIDES										
18	Round Up Pro (Or Equal)						GAL.	60		
19	MSMA Target 6 Plus (Or Equal)						GAL.	50		
20	Image 70 DG (No Substitution)						OZ.	1143		
21	Primo PGR (Or Equal)						GAL.	10		
22	Drive XLR8 (No Substitution)						GAL.	25		
23	lloxan (No Substitution)						GAL.	50		

24	Revolver (No Substitution)						QRT.	100		
25	TriMec Southern (No Substitution)						GAL.	125		
26	Manor (No Substitution)						OZ.	200		
27	Basagran (No Substitution)						GAL.	50		
28	Reward (No Substitution)						GAL.	50		
29	Sureguard (No Substitution)						LB.	25		
30	Monument 75WG (Syngenta) (No Substitution)						GRAM	1500 grams		
31	Celsius (Bayer) (No Substitution)						FL. Oz.	15 gal		
32	Dismiss (FMC) (No Substitution)						FL. Oz.	20 gal		
33	Dismiss South (FMC) (No Substitution)						FL. Oz.	20 gal		
34	Sencor 75DF (Bayer) (No Substitution)						LB.	10 lbs		
35	Lontrel (Dow AgroSciences) (No Substitution)						FL. Oz.	5 gal		
36	Pennant Magnum (Syngenta) (No Substitution)						FL. Oz.	30 gal		
37	Fusilade II (Syngenta) (No Substitution)						FL. Oz.	15 gal		

38	Echelon 4SC (FMC) (No Substitution)						FL. Oz.	20 gal		
39	Solitare (FMC) (No Substitution)						LB.	25 gal		
40	Acclaim Extra (Bayer) (No Substitution)						FL. Oz.	20 gal		
41	Princep (Syngenta) (No Substitution)						FL. Oz.	10 gal		
42	Prograss EC (Bayer) (No Substitution)						FL. Oz.	10 gal		
43	Atra -5 (No Substitution)						2.5 gal Jug	35 jugs		
44	Reward (No Substitution)						2.5gal jug	20 Jugs		
Item #	Item Description	Product Item #	Brand	EPA # (If Applicable)	Pack Size	Delivery Days	UOM	Estimated Annual Quantity	Unit Price Based on UOM	Total Price
INSECTICIDES										
45	Acephate 75 (Orthene) (Or Equal)						LB.	100		
46	Merit 75WP (Or Equal)						OZ.	480		
47	Talstar (Or Equal per Spec.)						GAL.	75		
48	Top Choice (Or Equal)						LB.	22,500		
49	Allectus SC (Bayer) (No Substitution)						FL. Oz.	50 gal		
50	Arena 50WDG (Arysta Life Science) (No Substitution)						LB.	25 lbs		

51	Dylox SL420 (Bayer) (No Substitution)						FL. Oz.	50 lbs/ 25 gal		
52	Provaunt (DuPont) (No Substitution)						FL. Oz.	10 gal		
53	Scimitar GC (Syngenta) (No Substitution)						FL. Oz.	10 gal		
54	Award (Syngenta) (No Substitution)						LB.	500 lbs		
55	Deltagard (Bayer) (No Substitution)						LB.	100lbs		
56	Endeavor (Syngenta) (No Substitution)						FL. Oz.	10 gal		
57	Meridian 25WG (Syngenta) (No Substitution)						FL. Oz.	25 lbs		
58	Meridian 0.33G (Syngenta) (No Substitution)						LB.	25 lbs		
59	Merit 0.5G (Bayer) (No Substitution)						LB.	50 lbs/ 25 gal		
60	Sevin SL (Bayer) (No Substitution)						FL. Oz.	10 gal		
61	Tempo Ultra GC (Bayer) (No Substitution)						ML.	100 ml		
62	Aloft (Arysta Life Science) (No Substitution)						FL. Oz.	50 gal		
63	Aloft (No substitution)						40lb bag	50 Bags		



Item #	Item Description	Product Item #	Brand	EPA # (If Applicable)	Pack Size	Delivery Days	UOM	Estimated Annual Quantity	Unit Price Based on UOM	Total Price
<b>FUNGICIDES</b>										
64	Insignia (BASF) (No Substituiton)						LB.	30lbs/gal		
65	Heritage TL (Syngenta) (No Substituiton)						LB.	50 lbs		
66	Medallion WSP (Syngenta) (No Substituiton)						FL. Oz.	10 gal		
67	Pentathalon L (SePro) (No Substituiton)						FL. Oz.	100 gal		
68	Prostar 70WDG (Bayer) (No Substituiton)						LB.	200 lbs		
69	Spectro 90 WDG (Cleary) (No Substituiton)						LB.	50 lbs		
70	Subdue Maxx (Syngenta) (No Substituiton)						FL. Oz.	50 gal		
71	Tourney (Valent) (No Substituiton)						LB.	100 lbs		
72	Headway (Syngenta) (No Substituiton)						FL. Oz.	15 gal		
73	Chipco 26 GT (Bayer) (No Substituiton)						FL. Oz.	50 gal		
74	Chipco Signature (Bayer) (No Substituiton)						LB.	50 lbs		
75	Cleary's 3336 Plus (Cleary) (No Substituiton)						FL. Oz.	50 gal		
76	Emerald 70WG (BASF) (No Substituiton)						LB.	50 lbs		

77	Endorse 2.5WP <b>(Cleary)</b> <b>(No Substituion)</b>						LB.	25 lbs		
78	Eagle 20 EW <b>(Dow AgroSciences)</b> <b>(No Substituion)</b>						FL. Oz.	25 gal		
79	Fore 80WP Rainshield <b>(Dow AgroSciences)</b> <b>(No Substituion)</b>						LB.	100 lbs		
80	Instrata <b>(Syngenta)</b> <b>(No Substituion)</b>						FL. Oz.	15 gal		
81	Tartan <b>(Bayer)</b> <b>(No Substituion)</b>						FL. Oz.	10 gal		
82	Disarm <b>(Arysta Life Science)</b> <b>(No Substituion)</b>						FL. Oz.	10 gal		
83	Concert <b>(Syngenta)</b> <b>(No Substituion)</b>						FL. Oz.	10 gal		
84	Cleary's 26/36 FLO <b>(Cleary)</b> <b>(No Substituion)</b>						FL. Oz.	10 gal		
85	Aliette WDG <b>(Bayer)</b> <b>(No Substituion)</b>						LB.	50 lbs		
86	ZeroTol Algaecide/Fungicide <b>(No Substitution)</b>						GAL.	25		
87	Honor <b>(BASF)</b> <b>(No Substituion)</b>						FL. Oz.	26		
88	Deconil Weather Sticker <b>(Or Equal)</b>						GAL.	10		

Item #	Item Description	Product Item #	Brand	EPA # (If Applicable)	Pack Size	Delivery Days	UOM	Estimated Annual Quantity	Unit Price Based on UOM	Total Price
<b>Wetting Agents/Surfactants/Adjuvants/Soil Amendments</b>										
89	Surfactant 80/20 CN (No Substitution)						GAL.	15		
90	Knockdown (defoamer) (Or Equal)						QRT.	12		
91	Duplex (Precision) (No Substitution)						FL. Oz.	250 gal		
92	Magnus (Precision) (No Substitution)						FL. Oz.	100 gal		
93	pHAcid (Numerator or equal)						FL. Oz.	100 gal		
94	Pipeline (Loveland) (No Substitution)						FL. Oz.	100 gal		
95	Soil Life (AMS) (No Substitution)						FL. Oz.	100 gal		
96	Ecosand (Zeolite) (No Substitution)						LB.	2,000 lbs		
97	Gypsum (No Substitution)						LB.	100 ton		
98	Microyl (No Substitution)						FL. Oz.	50 gal		
99	Delux (w/ammonium sulphate) (No Substitution)						FL. Oz.	50 gal		
100	Mycorrhizal fungi (No Substitution)						LB.	250 lbs		
101	Beneficial bacteria (No Substitution)						LB.	250 lbs		

Item #	Item Description	Product Item #	Brand	EPA # (If Applicable)	Pack Size	Delivery Days	UOM	Estimated Annual Quantity	Unit Price Based on UOM	Total Price
<b>SPECIALTY</b>										
<b>102</b>	Turface MVP Red <b>(Or Equal)</b>						LB.	45,000		
<b>103</b>	Turface Quickdry <b>(Or Equal)</b>						LB.	25,000		
<b>104</b>	Marking Dust (white chalk) <b>(No Substitution)</b>						LB.	20,000		
<b>105</b>	Anvil 2+2 <b>(No Substitution)</b>						55 Gal. Drums	15 Drums		

Bidder understands and agrees that awarded vendor(s) will be paid based upon items and quantities actually accepted by owner. Quantities listed are estimates only and are not to be construed as guaranteed work quantities. Wellington will evaluate items independently. Wellington reserves the right to award each item independently to the lowest, responsive and responsible bidder. All pricing shall include shipping and delivery.

## QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? \_\_\_\_\_

2. What is the last project of this nature that you have completed?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Have you ever failed to complete work awarded to you? If so, where and why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Email
Name	Address	Phone	Email
Name	Address	Phone	Email

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? \_\_\_\_\_

\_\_\_\_\_

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed

8. What equipment do you own that is available for the work? \_\_\_\_\_

Equipment Type	Equipment Type

--	--

9. What equipment will you purchase for the proposed work? \_\_\_\_\_
10. What equipment will you rent for the proposed work? \_\_\_\_\_
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs. \_\_\_\_\_

- The address of principal place of business is \_\_\_\_\_
- The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: \_\_\_\_\_
- List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. \_\_\_\_\_
- List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. \_\_\_\_\_
- List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). \_\_\_\_\_
- List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. \_\_\_\_\_
- List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. \_\_\_\_\_
- Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. \_\_\_\_\_
- List and disclose any and all business relations with any members of Wellington Council. \_\_\_\_\_

## DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Contractor's Signature

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]
- by \_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement] [print individual's name and title]
- whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF \_\_\_\_\_ [signature]

COUNTY OF \_\_\_\_\_ [date]

Subscribed and Sworn to (or affirmed) before me on \_\_\_\_\_ by \_\_\_\_\_  
[date] [name]

He/she is personally known to me or has presented \_\_\_\_\_ as identification.  
[type of identification]

\_\_\_\_\_  
[Notary's Signature and Seal]

\_\_\_\_\_  
Print Notary Name and Commission No.



**APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON OF WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCEDURE MANUAL)**

Wellington gives preference to local businesses in certain purchasing situations as set forth in Section 2.12(F) of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Section 2.12.F(2) of Wellington's Purchasing and Procurement Manual:

**2.12.F (2) Definition of Local Businesses**

**Western Communities Local Business** - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

**Palm Beach County local business** - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

**Subcontractor utilization** - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: \_\_\_\_\_

2. The address of the business is: \_\_\_\_\_

3. How long has the business been located at its current address: \_\_\_\_\_

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is:

\_\_\_\_\_

6. The previous address of the business is: \_\_\_\_\_

7. How long was this business at the previous location: \_\_\_\_\_

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: \_\_\_\_\_ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - \_\_\_\_\_ Applicants Business Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ELECTRONIC FUNDS TRANSFER FORM (EFT Form)

**Note: Vendors will be paid by electronic funds transfers (EFT) directly to their bank accounts; therefore, a copy of a voided check must be attached at the bottom.**

Vendor Name:	
Vendor Address:	
City:	
State, Zip:	
Phone:	Fax:
Authorized Signatory:	
Email Address for Remittance Information:	
Taxpayer ID Number or Social Security Number:	

**I (we) hereby authorize the VILLAGE OF WELLINGTON, hereinafter called the VILLAGE, to initiate credit entries and, if necessary, to initiate debit entries and adjustments for any credit entries in error to my (our) account:**

Bank Name:				
Bank Address:				
City:				
State, Zip:				
BK/Transit/ABA/NO:				
Account Number:				
Account Type:	Checking		Saving	

**This authority is to remain in full force and effect until the VILLAGE has received written notification from our company or authorized representative of the company of its termination in such time and in such manner, as to afford the VILLAGE and the financial institution(s) named above a reasonable opportunity to act on it.**

Please tape (do not staple) voided check or saving deposit slip				
Here				
Account Payable will return forms without a voided slip bearing your Financial Institution's routing and account number for new direct deposits.				

