

c) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Mosquito Control**

Resolution #2019-02-022-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract to provide seasonal requirements for Mosquito Control to the low bidder meeting specifications, *Mosquito Pro of Flint, MI*, for an estimated total annual cost of \$38,548.52; not to exceed budgetary limitations at the unit prices contained in the bid tabulation, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring December 31, 2021.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

BLANKET ORDER

No. 2019-00001115

DATE: 03/18/2019

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Building Operations
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Building Operations
4693 ROCHESTER ROAD
TROY, MI 48085

VENDOR NO. 173330

Vendor

MOSQUITO PRO LLC
5289 N GENESEE RD
FLINT, MI 48506

EXPIRATION DATE

12/31/2019

COUNCIL RESOLUTION

2019-02-022-J-4c

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
5	Each	Retention Pond Application - Proposal A	433.3400	\$2,166.70
5	Each	Parks Application - Proposal B	3,507.5400	\$17,537.70
5	Each	Municipal Sites Application - Proposal C	950.6900	\$4,753.45
2	Each	Cemeteries Application - Proposal D	608.9700	\$1,217.94
5	Each	Sylvan Glen Application - Proposal E	1,472.4400	\$7,362.20
5	Each	Sanctuary Lake Application - Proposal F	576.7100	\$2,883.55
200	Each	Larvicide Briquette for Park Catch Basins - Proposal G	4.0000	\$800.00
1	Each	NOTE: Treatment frequency is once in May, June, July, August and September. Cemeteries only are to be treated 24 to 48 hours before Memorial Day and Labor Day only.	0.0000	\$0.00

Entered By: MaryBeth Murz

\$36,721.54

Special Instructions:

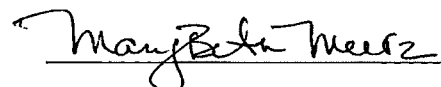
CITY COUNCIL AWARD DATE: 2/25/2019. Furnish year ONE of a THREE Year Contract to provide Mosquito Control Services in accordance with the Bid Specifications for ITB-COT 19-02 as per all bid specifications and bid pricing. CERTIFICATE OF INSURANCE and ENDORSEMENT shall be on file for duration of contract.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



Opening Date: 1/31/2019
Date Reviewed: 2/5/2019

CITY OF TROY
BID TABULATION
MOSQUITO CONTROL

ITB-COT 19-02
PAGE 1 OF 2

VENDOR NAME			Mosquito Pro						Custom Lawn Care					
CITY:			Flint, MI						Flint, MI					
CHECK #			#1698021						#1698020					
Proposal: REQUIREMENTS FOR MOSQUITO CONTROL														
Proposal	Product	Est Qty (Acres)	2019		2020		2021		2019		2020		2021	
			Labor	Product	Labor	Product	Labor	Product	Labor	Product	Labor	Product	Labor	Product
Proposal A -	Larvicide	5.6	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Retention Ponds	Adulticide	10.2	\$14.34	\$0.82	\$14.34	\$0.82	\$14.34	\$0.82	\$14.36	\$0.82	\$14.36	\$0.82	\$14.36	\$0.82
			\$352.12	\$81.22	\$352.12	\$81.22	\$352.12	\$81.22	\$352.33	\$81.22	\$352.33	\$81.22	\$352.33	\$81.22
Application Cost			\$433.34		\$433.34		\$433.34		\$433.55		\$433.55		\$433.55	
Est Total Cost Proposal A			\$2,166.72		\$2,166.72		\$2,166.72		\$2,167.74		\$2,167.74		\$2,167.74	
Proposal B -	Larvicide	38.3	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Parks	Adulticide	290.1	\$4.70	\$0.82	\$4.70	\$0.82	\$4.70	\$0.82	\$4.71	\$0.82	\$4.71	\$0.82	\$4.71	\$0.82
			\$2,771.38	\$736.17	\$2,771.38	\$736.17	\$2,771.38	\$736.17	\$2,774.28	\$736.17	\$2,774.28	\$736.17	\$2,774.28	\$736.17
Application Cost			\$3,507.54		\$3,507.54		\$3,507.54		\$3,510.44		\$3,510.44		\$3,510.44	
Est Total Cost Proposal B			\$17,537.72		\$17,537.72		\$17,537.72		\$17,552.22		\$17,552.22		\$17,552.22	
Proposal C -	Larvicide	4	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Municipal Sites	Adulticide	65.7	\$10.62	\$0.82	\$10.62	\$0.82	\$10.62	\$0.82	\$10.62	\$0.82	\$10.62	\$0.82	\$10.62	\$0.82
			\$844.77	\$105.91	\$844.77	\$105.91	\$844.77	\$105.91	\$844.77	\$105.91	\$844.77	\$105.91	\$844.77	\$105.91
Application Cost			\$950.69		\$950.69		\$950.69		\$950.69		\$950.69		\$950.69	
Est Total Cost Proposal C			\$4,753.44		\$4,753.44		\$4,753.44		\$4,753.44		\$4,753.44		\$4,753.44	
Proposal D -	Adulticide	9.8	\$61.32	\$0.82	\$61.32	\$0.82	\$61.32	\$0.82	\$61.32	\$0.82	\$61.32	\$0.82	\$61.32	\$0.82
Cemeteries			\$600.94	\$8.04	\$600.94	\$8.04	\$600.94	\$8.04	\$600.94	\$8.04	\$600.94	\$8.04	\$600.94	\$8.04
Application Cost			\$608.97		\$608.97		\$608.97		\$608.97		\$608.97		\$608.97	
Est Total Cost Proposal D			\$3,044.86		\$3,044.86		\$3,044.86		\$3,044.86		\$3,044.86		\$3,044.86	
Proposal E -	Larvicide	21.1	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Sylvan Glen Golf Course	Adulticide	23.5	\$17.15	\$0.82	\$17.15	\$0.82	\$17.15	\$0.82	\$17.19	\$0.82	\$17.19	\$0.82	\$17.19	\$0.82
			\$1,178.66	\$293.78	\$1,178.66	\$293.78	\$1,178.66	\$293.78	\$1,179.60	\$293.78	\$1,179.60	\$293.78	\$1,179.60	\$293.78
Application Cost			\$1,472.44		\$1,472.44		\$1,472.44		\$1,473.38		\$1,473.38		\$1,473.38	
Est Total Cost Proposal E			\$7,362.21		\$7,362.21		\$7,362.21		\$7,366.91		\$7,366.91		\$7,366.91	
Proposal F -	Larvicide	2.2	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Sanctuary Lake Golf Course	Adulticide	26	\$17.15	\$0.82	\$17.15	\$0.82	\$17.15	\$0.82	\$17.19	\$0.82	\$17.19	\$0.82	\$17.19	\$0.82
			\$526.77	\$49.94	\$526.77	\$49.94	\$526.77	\$49.94	\$527.81	\$49.94	\$527.81	\$49.94	\$527.81	\$49.94
Application Cost			\$576.71		\$576.71		\$576.71		\$577.75		\$577.75		\$577.75	
Est Total Cost Proposal F			\$2,883.57		\$2,883.57		\$2,883.57		\$2,888.77		\$2,888.77		\$2,888.77	
Proposal G -	Larvicide	200												
Park Catch Basins	Briquette		\$0.55	\$3.45	\$0.55	\$3.45	\$0.55	\$3.45	\$0.55	\$3.45	\$0.55	\$3.45	\$0.55	\$3.45
			\$110.00	\$690.00	\$110.00	\$690.00	\$110.00	\$690.00	\$110.00	\$690.00	\$110.00	\$690.00	\$110.00	\$690.00
Est Total Cost Proposal G			\$800.00		\$800.00		\$800.00		\$800.00		\$800.00		\$800.00	
Estimated Total Cost Proposals A-F			\$37,748.52		\$37,748.52		\$37,748.52		\$37,773.94		\$37,773.94		\$37,773.94	
Estimated Grand Total			\$38,548.52		\$38,548.52		\$38,548.52		\$38,573.94		\$38,573.94		\$38,573.94	
Estimated Grand Total Proposal 3 years					\$115,645.55						\$115,721.82			
Site Inspection	Y/N		8/1/2018						8/1/2018					
Contact Information	Hrs		8AM-7PM M-F						8AM-7PM M-F					
	Phone		810-730-9150						810-730-9150					
Completion Schedule Met:	Y/N		Y						Y					
Insurance Met:	Y/N		Y						Y					
References:	Y/N		Y						Y					
Pesticide License:	Y/N		Y						Y					
SDS Sheets:	Y/N		Y						Y					
Acknowledgement:	Y/N		Y						Y					
Payment Terms:			Net 30						Net 30					
Exceptions:	Y/N		N						N					
General Questionnaire:	Y/N		Y						Y					

LOW BIDDER MEETING SPECIFICATIONS

ATTEST:
Sue Reisterer
Kristine Kallek

MaryBeth Murz,
Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 19-02
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The undersigned proposes to furnish **THREE-YEAR REQUIREMENTS OF MOSQUITO CONTROL** in accordance with the specifications and maps attached hereto and to be considered an integral part hereof, at the following prices:

COMPANY NAME: Mosquito Pro

PROPOSAL:

The undersigned as bidder declares that he/she having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the application of the proposed work, including availability of materials and labor, hereby proposes to furnish all labor, tools, support equipment (trucks, trailers, sprayers, etc.), transportation and materials to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

IMPORTANT:

Unit prices shall be quoted by the COST / UNIT OF MEASURE (acre, mile, and basin) / APPLICATION for each designated year of service, with the exception of the briquettes which shall be quoted on a per unit basis per year.

Mosquito Control								
Proposals	Product Type	Estimated Acreages	Unit Pricing					
			Cost Per Acre per Application					
			2019		2020		2021	
			Labor	Product	Labor	Product	Labor	Product
Proposal A- Retention Ponds	Larvicide	5.6	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01
	Adulticide	10.2	\$ 14.34	\$ 0.82	\$ 14.34	\$ 0.82	\$ 14.34	\$ 0.82
Proposal B- Parks	Larvicide	38.3	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01
	Adulticide	290.1	\$ 4.70	\$ 0.82	\$ 4.70	\$ 0.82	\$ 4.70	\$ 0.82
Proposal C- Misc. Municipal Sites	Larvicide	4	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01
	Adulticide	65.7	\$ 10.62	\$ 0.82	\$ 10.62	\$ 0.82	\$ 10.62	\$ 0.82
Proposal D- Cemeteries	Adulticide	9.8	\$ 61.32	\$ 0.82	\$ 61.32	\$ 0.82	\$ 61.32	\$ 0.82
Proposal E- Sylvan Glen Golf Course	Larvicide	21.1	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01
	Adulticide	23.5	\$ 17.15	\$ 0.82	\$ 17.15	\$ 0.82	\$ 17.15	\$ 0.82
Proposal F- Sanctuary Lake Golf Course	Larvicide	2.2	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01
	Adulticide	26	\$ 17.15	\$ 0.82	\$ 17.15	\$ 0.82	\$ 17.15	\$ 0.82
Proposal G- Park Catch Basins	Larvicide Briquette	# of basins 200	\$ 0.55	\$ 3.45	\$ 0.55	\$ 3.45	\$ 0.55	\$ 3.45

EXTENSIONS:

The City of Troy Purchasing Department will make the extensions to calculate the cost per application which equals (labor + product) x estimated number of acres/basins; the yearly totals and the entire contract total.

UNIT PRICES:

Unit prices prevail. The City of Troy will correct all mathematical errors.

ESTIMATED QUANTITIES:

Quantities listed are estimated and not guaranteed, but are to be used for award purposes only. The City may add or delete acreage or number of catch basins at its option without invalidating the original contract.

INFORMATION:

Additional general information or questions about this project, please contact **Dennis Trantham** Facilities & Grounds Operations Manager at 248-524-3503 or at Dennis.Trantham@troymi.gov. Dennis is the City's designated representative for this project.

DESIGNATED CITY REPRESENTATIVE:

Dennis Trantham, Facilities & Grounds Operations Manager is the designated City representative for this project.

SITE INSPECTION:

Bidders should examine example sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact **Dennis Trantham**, Facilities & Grounds Operations Manager at 248-524-3503 or Dennis.Trantham@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

(X) Our company visited the locations on September 2018

() Our company did not visit the sites.

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

CONTACT INFORMATION:

Hours of Operation: 8am-7pm M-F Email Address: brit@mosquito.pro

24 Hr. Phone No. 800-215-0319

AWARD:

The evaluation and award of this bid shall be a combination of factors including, but not limited to: bid price, professional competence, references, submission of SDS sheets, and the correlation of the proposal submitted to meeting the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible bidder for each proposal or to combine proposals for all three years or for each year whatever is deemed to be in the City of Troy's best interest and reserves the right to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

COMPANY NAME: Mosquito Pro

Please state the amount of work that your company can certify to be completed within the time allowable:

- ☒ 100% of the contract
☐ Partial Contract:
- ☐ PROPOSAL (A)
 - ☐ PROPOSAL (B)
 - ☐ PROPOSAL (C)
 - ☐ PROPOSAL (D)
 - ☐ PROPOSAL (E)
 - ☐ PROPOSAL (F)
 - ☐ PROPOSAL (G)

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

LAWS:

All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference.

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT FORMS:

Bidders should complete the Agreement, Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment forms and the Certification regarding "Iran-Linked Business" and return with your bid proposal. Sole Proprietors must include the Worker's compensation Release Form as well.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

SUBCONTRACTORS:

The undersigned shall submit a list of proposed subcontractors, if applicable, for approval by the designated City representative. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

PURCHASE ORDER(S):

After the Troy City Council has approved the award recommendation and acceptable insurance is on file; the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

COMPANY NAME: Mosquito Pro

INVOICES:

The contractor shall submit to the designated City representative detailed invoices that include minimally the purchase order number, type and cost of product applied, cost of labor to apply product, and location(s) of the application. The Designated City representative reserves the right to review a prototype of the invoice for completeness prior to award. Invoices that are incomplete will not be paid until all requested/required information is submitted. Payments will be made monthly on the basis of the value of the work completed to date that is within the parameters of the specifications.

COMPLETION SCHEDULE:

The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule.

Areas are to be treated with a larvicide and an adulticide once in May, June, July, August, and September of 2019 and of each subsequent contract year. Additional pesticide applications on all or part of subject areas may be requested. Cost per acre per application will hold for additional applications.

- (☒) Our company can meet the completion schedule
- (☐) Our company cannot meet the completion schedule but offers:
- _____

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company during the past three years. Please include the City of Troy as a reference, if the work was similar in nature to this project.

COMPANY: Bill Carr Signs
ADDRESS: 719 W 12th St Flint, MI 48503
PHONE: 810-232-1569 CONTACT: Jamie Elfstrom
EMAIL: jamie@billcarrsigns.com

COMPANY: Youngs Environmental
ADDRESS: 5305 Dort Hwy Flint, MI 48505
PHONE: 810-744-1048 CONTACT: Bob Young
EMAIL: yeci.ry@sbcglobal.net

COMPANY: Eastern Asphalt
ADDRESS: 5172 Dort Hwy Flint, MI 48505
PHONE: 810-787-5500 CONTACT: Bob Myers
EMAIL:

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

COMPANY NAME: Mosquito Pro

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds:*** The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested. If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

COMPANY NAME: Mosquito Pro

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

1. **MANDATORY REQUIREMENT:** THE SUCCESSFUL BIDDER(s) MUST PROVIDE ONE OF THE FOLLOWING ALTERNATIVES (either A or B or C)

- A. Environmental Impairment Liability Coverage: \$ 1,000,000 Limits; or
- B. A letter from the general liability carrier indicating that environmental exposures are covered under the general liability coverage; or
- C. A letter from the insurance company indicating that the work to be performed by their client is not considered an environmental liability exposure.

Our company will provide Alternate: **A or B or C** (Circle one)

2. **NON-MANDATORY REQUIREMENT: PER PROJECT AGGREGATE LIMIT ENDORSEMENT**

The City of Troy would prefer that a per project aggregate limit endorsement be included on the insurance certificate obtained by the successful bidder(s).

- () Our company can obtain the coverage at an additional cost of \$ _____ for coverage explained below: _____
- () Our company cannot obtain this coverage at any cost.

COMPANY NAME: Mosquito Pro

DEVIATION FROM SPECIFICATIONS SECTION

<u>Proposed Product(s)</u>	
<input type="radio"/> <u>MSDS Sheet(s) attached to bid</u>	<input type="radio"/> See attached
<input type="radio"/> Sample of label(s) attached to bid	
<u>Reason for Proposed Alternative(s)</u>	
<input type="radio"/> See attached	

APPROVED ALTERNATES:
The City of Troy's designated department representative or his/her designees will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

COMPANY NAME: Mosquito Pro

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first except the successful bidder(s) whose prices shall remain firm for the entire contract period. The contract shall commence on the date of award or April 1, 2019 whichever is later, and continue for three calendar years expiring December 31, 2021. The City of Troy may terminate this contract for convenience if in its best interest with written notice at least thirty (30) days in advance.

NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 83-1495372

COMPANY Mosquito Pro

ADDRESS 5289 N Genesee Rd CITY Flint STATE MI ZIP 48506

TELEPHONE NUMBER (800) 215-0319 FAX NUMBER ()

REPRESENTATIVE NAME: Britanie Rountree

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: ^(Print) Britanie Rountree

PAYMENT TERMS: Net 30 EMAIL: brit@mosquito.pro

DELIVERY: AS SPECIFIED WARRANTY: 2 Weeks (14 Days)

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reasons for the exception, deviation, etc. are an integral part of this bid offer.
N/A

ACKNOWLEDGEMENT:

I, Britanie Rountree, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Britanie Rountree

IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEETS, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of relevant SDS at the time of bid submission.

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

U.S. FUNDS: All prices quoted are to be in U.S. currency.

**CITY OF TROY
BIDDER'S GENERAL QUESTIONNAIRE
MOSQUITO CONTROL**

Please provide the following information regarding your bid proposal.

1. State number of years' experience in this work: 1 Year
2. List three (3) references that you have contracted with during the past year for this type of work. Include name of organization, contact person, telephone number, and email address:

ORGANIZATION EMAIL	CONTACT PERSON	TELEPHONE NUMBER
yeci.ry@sbcglobal.net	Bob Young	810-744-1048
jamie@billcarrsigns.com	Jamie Elfstrom	810-232-1569
	Bob Myers	810-787-5500

3. State formal name and legal status of bidder, whether corporation, partnership, or individual. A corporation bidder shall give the state in which incorporated, a partnership bidder shall give all the names of the partners.

Mosquito Pro LLC

4. List all equipment owned by your firm that would be used for this contract - include quantity, make, model number and year. (List attached and marked _____ for identification.)

2 2017 Chevrolet Silverado 2500HD, 4 2010 Maruyam MD1550X Mister Duster

1 Lesco ULV P-1 Fogger, 1 2010 Clarke Grizzly Truck Mounted Sprayer

5. List of Personnel from the firm who would be assigned to this account along with a list of their certifications.

David Rostar 3a, 3b, 6, 7a, 7f Robert Ward 3a, 3b, 6, 7a, 7f

6. Does your Company have a Pesticide Application License? Yx or N (If your Company does, please include a copy and attach it to the bid proposal at the time of submission.)

7. Does your company propose to use subcontractors? If so, state their name and the work to be performed.

N/A

COMPANY NAME: Mosquito Pro

**MOSQUITO CONTROL
GENERAL SPECIFICATIONS**

- 1) **The contractor** will be duly licensed by the appropriate authorities to handle and apply required pesticides. The successful bidder(s) shall provide the City with a photocopy of his or her valid pesticide applicator's license.
- 2) **Contractor** will comply with all Federal, State and local regulations governing the transportation, mixing, loading, application, washing and rinsing, management of excess pesticides and materials containing excess pesticide drift, posting/notification and any other regulation covering the usage of chemical pesticides.
- 3) **INSURANCE WILL BE IN ACCORDANCE WITH THE ATTACHED SAMPLE CERTIFICATE.**
- 4) **Contractor** will obtain all necessary Federal, State, County, and local permits to perform this work and submit copies to the City prior to treatment at no additional costs.
- 5) **The contractor** will conform to all applicable Federal, State, County, and local labor laws.
- 6) **Each bidder** shall be responsible for visiting the sites of the proposed work to fully acquaint himself/herself with existing conditions so that he may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine the maps and bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the sites and acquaint himself/herself with existing conditions shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
- 7) **Contractor guarantees** the reimbursement, repair or replacement, and restoration of: any cultivated area, park or City facility, vehicle, or any other private or public property damaged by careless or accidental use of materials and/or machinery in the performance of the contract, to the satisfaction of the City.
- 8) **The contractor** will not sublet, assign or transfer the contract, any portion, or any payment due him there under, without the written consent of the City.
- 9) **Contractor** must submit to the Parks Division numbered invoices on a per application basis specifying:
 - a. Dates of service
 - b. Labor cost
 - c. Product cost
 - d. Number of acres or units by category; Unit price; Total dollar amount for each category
- 10) **References** - All bidders shall include, along with their bid proposal, three references of a similar size as this project. These references shall include the name of the client, phone number, contact person, and email address.
- 11) **Contractor** will complete fully a "Mosquito Contractor Pesticide Application Log" (see sample, Specifications, Page 6 of 6) for each application on each site and fax, mail, or email to the City within 24 hours of application.
- 12) **All bidders** will fill out completely the attached bidder's general questionnaire and submit with the bid document.

MOSQUITO CONTROL
GENERAL SPECIFICATIONS
Page 2 of 5

- 13) **On the attached Bidder Questionnaire**, if the City requests, the contractor shall make available for our inspection the entire firm's application and support equipment (truck, trailers, sprayers, etc.) before awarding this contract. It is our intent to determine if the contractor has the necessary quantities of equipment and that equipment is of the proper quality to handle a project of this size. Failure to pass this inspection may be cause for disqualification from further consideration.
- 14) **The successful bidder** shall submit a proposed treatment schedule for the City's review. It is mandatory that the contractor advise the Parks Division, **Dennis Trantham** at **(248-524-3503)** at least twenty-four (24) hours prior to making any treatments.
- 15) **The City reserves the right to add or delete any acreage or number of catch basins as deemed necessary at its option** without invalidation of the original contract.
- 16) **This contract** will extend over the next three (3) years expiring in December 31, 2021. It may be canceled by the City by giving the Contractor written notice of intention to do so.
- 17) **The contractor** will apply products when it is the least disruptive to regularly scheduled park events and most conducive for optimal control. Contractor will notify the Parks Division representative 24 hours before making applications.

• **SAFETY**

- 1) **The contractor** shall post all areas that have been chemically treated with signs warning the public that the area has received an application of a chemical pesticide. The posting and/or notification process shall conform to all requirements as specified by Federal, State, County, and City authorities (Regulation 637). Additionally, the contractor shall obtain signage from the Parks Division. At the time of application, one of these signs shall be placed at the entrance to each park and next to the street at the access drive to each retention pond. Contractor will remove all posting signs within the first eight (8) hours after the twenty-four (24) hour waiting period.
- 2) **The contractor** will exercise due caution pertaining to such environmental factors as wind and temperature. No spraying shall take place in a wind exceeding 7 MPH or when wind direction favors drift beyond the area of treatment. All chemicals shall be applied in strict accordance with the temperature printed on the E.P.A. approval label.
- 3) **Contractor guarantees** that reimbursement, repair or replacement, and restoration of any public or private property damaged by careless or accidental use of materials and/or machinery in performance of the contract, will be made to the satisfaction of the City at no additional charge.
- 4) **Samples** - the City reserves the right to take a sample of the chemical solution and/or products being applied to City property for testing to determine if they meet the agreed specifications.
- 5) **The bidder will** provide the City with up-to-date Material Safety Data Sheets for all chemical compounds and/or products used in providing this service. (See Bid Proposal, page 3 of 4)
- 6) **Deviation from specifications** - if for some reason your proposal deviates from our specifications:
 - a. Attach to your bid document your proposal program
 - b. Complete the form on the bid proposal section (See Bid Proposal, Page 3 of 4)
- 7) **It will be the contractor's responsibility** to ensure abutting properties at the various locations are not on the Michigan Department of Agriculture & Rural Development's Pesticide Notification Registry.

MOSQUITO CONTROL
GENERAL SPECIFICATIONS
Page 3 of 5

1. Subject Areas to be serviced:

RETENTION PONDS - Larvicide and Adulticide		Acres	Acres
Section	Location	Larvicide	Adulticide
3	Lovell pond – Lovell & Rochester Rd. 88-20-03-226-103	1.6	2.8
5	Kroger pond – just north of Woodcrest & Crestview cul-de-sacs 88-20-05-228-001	1.8	2.1
14	Chapel pond - where Chapel and Fairmont come together 88-20-14-253-016	1.7	2.5
22	Lapp pond– at Bristol 88-20-22-204-019	.5	2.8
Retention Pond Sub-total:		5.6	10.2
PARKS - Larvicide (see #7) and Adulticide		Acres	Acres
Section	Name	Larvicide	Adulticide
18	Beach Park – 5360 Beach	.4	10.0
24	Beaver Trail Park – 3458 Pasadena	3.0	6.4
20	Boulton Park – 3671 Crooks	none	43.0
25	Brinston Park – 2262 Brinston	none	15.0
5	Firefighters Park – 1800 w. Square Lake	15.5	86.5
1	Flynn Park -1710 E. South Blvd.	1.0	18.1
11	Jaycee Park – 1755 E. Long Lake	4.0	29.1
23	Raintree Park – 3775 John R.	5.8	29.6
35	Redwood Park – 750 Redwood	none	3.0
27	Robinwood Park – 640 Robinwood	1.6	20.1
19	Schroeder Park – 3500 Beach	none	12.0
10	Sylvan Glen Park - 5501 Rochester	7.0	17.3
Park Sub-total:		38.3	290.1
PARK – Adulticide Trail System Only			Acres
Section	Name		Adulticide
21	Huber Park – 3500 Civic Center Drive (6,250 lin. ft. x 50 lin. ft.)		7.2
Huber Park Sub-total:			7.2
MISC MUNICIPAL SITES - Larvicide and Adulticide		Acres	Acres
Section	Name	Larvicide	Adulticide
7	Beach Rd. Cemetery (see #8) – 5360 Beach	none	.5
21	Civic Center site – 500 - 520 W. Big Beaver to 3179 Livernois	4.0	46.9
20	Crooks Rd. Cemetery (see #8) – 3701 Crooks	none	3.6
32	Perrin Cemetery (see #8) – 1050 Coolidge	none	.7
6	Troy Farm – 3325 W. South Blvd	none	9.0
2	Union Corners Cemetery (see #8) – 1199 E. Square Lake Rd.	none	5.0
Misc. Municipal Sites Sub-total:		4.0	65.7
GOLF COURSES - Larvicide and Adulticide		Acres	Acres
10	Sylvan Glen – 5705 – 5729 Rochester Rd.	21.1	23.5
1	Sanctuary Lake – 1442 E. South Blvd.	2.2	26.0
Golf Course Subtotal:		23.3	49.5
TOTALS:		71.2	422.7

MOSQUITO CONTROL
GENERAL SPECIFICATIONS
Page 4 of 5

2. Frequency:

A. Unless directed otherwise, all subject areas are to be treated with a larvicide and an adulticide once in **May, June, July, August, and September**. Additional pesticide applications on all or part of subject areas may be requested. Cost per acre per application will hold for additional applications.

3. Spraying:

- A. Applications will be made by ultra-low volume misting at 3.5 PSI or better.
B. All areas will be retreated at no cost, due to adverse weather conditions within six (6) hours of application.

4. Larviciding:

A. In subject areas, vernal pools, detention / retention areas (engineered or naturally occurring) and any other area / object that by its nature allows breeding of mosquito, will receive larvicide treatments.

5. Pesticide Products:

Larvicide - VectoBac CG, Altoside XR Briquets (Extended Release Briquettes), Altosid Pellets, Natular XRT, or equivalent

Adulticide – Biomist 4 + 12, Mavrik Perimeter, Zenivex E20, Zenivex E4 RTU, or equivalent

6. Golf Course areas to be treated:

Sylvan Glen – Larvicide

- 2300' x 20' of shoreline at Sylvan Lake
- 13 acres of woods at #16 green
- 7 acres of newly created wetlands

Sylvan Glen – Adulticide

- 13 acres of woods at #16 green
- 1 acre of woods at #17 green
- 2 acre of woods at #14 tee
- 7 acres of newly created wet lands
- 1000' x 20' inside property line along Rochester Rd.

Sanctuary Lake – Larvicide

- 3500' x 20' of shore line at Sanctuary lake
- 225' x 20' shore line at parking lot detention pond
- 1220' x 20' shore line at #9 pond

Sanctuary Lake - Adulticide

- 24 acres of wooded lots
- 3050' x 20' along east, south and west property lines
- 1220' x 20' shore line at #9 pond

7. Parks additional information:

- All park catch basins (located in turf or in parking lots) are to be treated with Altoside XR Briquettes (Extended Release Briquettes) or Natular XRT.

Park Catch Basins		Basins are in	
Secti on	Name	Turf	Parking
18	Beach Park – 5360 Beach	No	No
24	Beaver Trail Park – 3458 Pasadena	No	No
20	Boulan Park – 3671 Crooks	Yes	Yes
25	Brinston Park – 2262 Brinston	Yes	Yes
5	Firefighters Park – 1800 w. Square Lake	Yes	Yes
1	Flynn Park -1710 E. South Blvd.	No	Yes
21	Huber Park – 3500 Civic Center Drive	No	No
11	Jaycee Park – 1755 E. Long Lake	Yes	Yes
23	Raintree Park – 3775 John R.	Yes	Yes
35	Redwood Park – 750 Redwood	No	No
27	Robinwood Park – 640 Robinwood	Yes	No
19	Schroeder park – 3500 Beach	No	No
10	Sylvan Glen park - 5501 Rochester	No	no

8. Cemeteries:

Cemeteries are to be treated 24 to 48 hours before Memorial Day and Labor Day only. **NO OTHER TREATMENTS TO BE DONE ON THESE SITES.**

9. Penalty Clause:

Should the City determine that the *Contractor* has not performed the required services in a manner or time frame acceptable to the City, a City representative will notify the *Contractor* and the *Contractor* will have:

- 24 hours to contact City and discuss problem(s)
- 48 hours to correct situation, unless otherwise agreed to by the City

Should *Contractor* fail to make corrections to City's satisfaction and/or in the require time frame, City crews or another contractor will correct the situation, and continue corrections until *Contractor* resumes his/her responsibilities. Invoiced amounts due *Contractor* will be reduced at a rate of:

- If done by City Crews:**
 - Hourly labor rate - \$30.00/hr./man.
 - Vehicle rental rate - \$25.00/hr./vehicle
 - Gasoline powered equipment rental rate - \$20.00/hr./piece of equipment
 - General equipment rental rate - \$75.00 per day
 - Disposal rate - \$10.00 / cubic foot
 - Materials used will be invoiced at cost plus 50%
- If done by another contractor:**
 - Invoiced amount plus 50%.
- Repeats of same deficiency will be charged above rates plus an additional:
 - 50% second time
 - 100% third time
- Should there be insufficient invoiced amounts to cover penalties, *Contractor* will be billed.** Should the *Contractor* fail to pay the penalties, the City will seek appropriate action for reimbursement.
- Each deficiency will be reviewed for possible termination of contract.**



PUBLIC ACT 57

STATE OF MICHIGAN

89th LEGISLATURE

REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

- a. "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- b. "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- c. "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- d. "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- e. "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- f. "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

PUBLIC ACT 57

Page 2 of 2

Sec. 2. A contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:

- a. That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
- b. A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
- c. An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- d. That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- e. That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- f. That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- g. That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3.

(1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.

(2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4.

If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5.

This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6.

This Act is repealed effective December 31, 2001.

Enacting Section 1.

This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of _____
Michigan for whom Britanie Rountree, bearing the office title of _____
President, whose signature is affixed to this proposal, is duly authorized to execute
contracts.

~~A **partnership**, all members of which, with addresses, is.~~

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

~~AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

_____	_____
-------	-------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Britanie Rountree, being duly sworn deposed, says that he/she
(Print Full Name)

is President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Britanie Rountree
SIGNATURE OF PERSON SUBMITTING BID

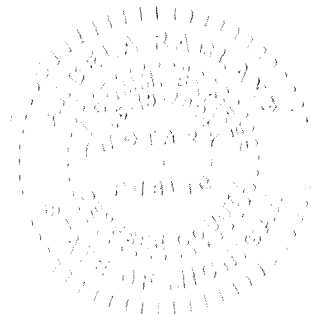
Angela Ragland
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 29 day of Jan, 2019 in and for _____
Genesee County.

My commission expires:

6-19-2024

ANGELA RAGLAND
Notary Public, State of Michigan
County Of Genesee
My Commission Expires 06-19-2024
Acting in the County of Genesee





**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

☒ **I am able to certify to the above statements.**

Mosquito Pro
Name of Agency/Company/Firm (Please Print)

Britanie Rountree
Name and title of authorized representative (Please Print)

Britanie Rountree
Signature of authorized representative
Date

☐ **I am unable to certify to the above statements. Attached is my explanation.**

**VectoBac® WDG Biological Larvicide****SDS# VBC-0019 Revision 2****ISSUED 03/11/16**

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY**1.1 Product Identifier****MATERIAL NAME:** VectoBac® WDG**Synonyms:** VectoBac® WG, Gnatrol WDG, Gnatrol DG**EPA Reg No.:** 73049-56**Code Number:** 80893, 33921**List Number:** 60215**Chemical Family:** Not applicable; microbial product**Substance Registration Number(s)[REACH]:** N/A**1.2 Relevant Identified Uses and Uses Advised Against****Identified Uses:** Biological mosquito larvicide**Uses Advised Against:** It is a violation of Federal law to use this product in a manner inconsistent with its FIFRA pesticide labeling.**1.3 Details of the supplier of the Safety Data Sheet****Supplied By:** Valent BioSciences Corporation
870 Technology Way
Libertyville, Illinois 60048**1.4 EMERGENCY TELEPHONE NUMBERS****Emergency Health or Spill:**

Outside the United States: 651-632-6184

Within the United States: 877-315-9819

2. HAZARDS IDENTIFICATION**2.1 Classification of the Substance or Mixture**

Not Classified

2.2 Labeling Elements**Symbol(s)**

Symbols not required

Signal Word

WARNING

Hazard Statement(s)

None

2.3 Precautionary Statement:**Prevention**

Avoid breathing dust, wear dust mask when handling

VectoBac® WDG Biological Larvicide
SDS# VBC-0019 Revision 2
ISSUED 03/11/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

Wash hands and face thoroughly after handling

Response

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

If eye irritation persists: Get medical advice/ attention.

Disposal

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

2.4 Other Hazards

None identified.

3. COMPOSITION/INFORMATION ON INGREDIENTS

CAS #	Component Name	Classification	Percent
None	<i>Bacillus thuringiensis</i> subsp. <i>israelensis</i> , strain AM65-52	Irritating to Eyes – Cat 2B Skin Sensitizer – Cat 1B	37.4
Trade Secret	Other ingredients	Not classified	62.6

4. FIRST AID MEASURES
4.1 Description of First Aid Measures

GENERAL: In all cases of doubt, seek medical attention.

EYES: Remove from source of exposure. Flush with copious amounts of water. Remove contact lenses, if present and easy to do, after the first 5 minutes, then continue rinsing. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.

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

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

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

VectoBac® WDG Biological Larvicide**SDS# VBC-0019 Revision 2****ISSUED 03/11/16**

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

4.2 Most important Symptoms and Effects, both Acute and Delayed**Acute**

Possible eye and skin irritation

Delayed

No information on significant adverse effects

4.3 Indication of any Immediate Medical Attention and Special Treatment Needed

Treat symptomatically and supportively

5. FIRE FIGHTING PROCEDURES**5.1 Extinguisher Media****Suitable Extinguisher Media**

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

Unsuitable Extinguisher Media

None known

5.2 Specific Hazards Arising from the Chemical**Thermal decomposition products**

Carbon oxides, nitrogen oxides

5.3 Advice to Firefighters**Protective Equipment and precautions for firefighters**

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

Fire & Explosive hazard

Not expected to be flammable.

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

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

6.2 Environmental Precautions

Dispose of excess product and washwaters according to local regulations.

VectoBac® WDG Biological Larvicide

SDS# VBC-0019 Revision 2

ISSUED 03/11/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

6.3 Methods and Materials for Containment and Cleaning Up

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

6.4 Reference to Other Sections

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

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

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

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

7.2 Conditions for Safe Storage, Including Incompatibilities

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

Incompatibilities

None Known

7.3 Specific End Use(s)

Pesticide, biological mosquito larvicide

8. EXPOSURE CONTROLS/PERSONAL PROTECTION**8.1 Control Parameters****Component Exposure Limits**

None

Derived No Effect Levels (DNELs)

No DNELs available

Predicted No Effect Concentrations (PNECs)

No PNECs available

8.2 Exposure Controls**Appropriate Engineering Controls**

Provide general ventilation.

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[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

SKIN PROTECTION:

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

EYE PROTECTION:

Wear goggles, safety glasses with side shields.

RESPIRATORY PROTECTION:

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

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance/Odor:	Brown fine granules	Odor :	Musty odor
pH:	5.8 (10% dispersion in water)	Boiling Point:	Not Determined
Melting Point:	Not Applicable	Solubility (H ₂ O):	Suspends and partially soluble
Specific Gravity:	Not Determined	Bulk Density:	0.36 g/ml
Octanol/H ₂ O Coeff:	Not Determined	Evaporation Rate:	Not Determined
Molecular Weight:	Not Applicable	Decomposition Temp.:	Not Determined
Auto Ignition:	Not Determined	LFL:	Not Determined
Flash Point:	Not Determined	UFL:	Not Determined
Vapor Density:	Not Determined	Vapor Pressure:	Not Applicable
VOC:	Not Determined	Flammability Class:	None of the components are classified as flammable or highly flammable, it can be concluded that the preparation itself will not be classified as highly flammable.
Kinematic Viscosity:	Not Determined		

10. CHEMICAL STABILITY AND REACTIVITY
10.1 Reactivity

Material does not pose a significant reactivity hazard.

10.2 Chemical Stability

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

10.3 Possibility of Hazardous Reactions

Does not undergo hazardous polymerization

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[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

10.4 Conditions to Avoid

None known

10.5 Incompatible Materials

None known

10.6 Hazardous Decomposition Products

Carbon oxides and unidentified organic compounds.

11. TOXICOLOGICAL INFORMATION**11.1 Information on Toxicological Effects**

LIKELY ROUTES OF EXPOSURE

Eye Contact: Yes

Skin Contact: Yes

Ingestion: No

Inhalation: No

ACUTE EFFECTS Product Toxicology Studies (Data for product)ORAL TOXICITY: LD₅₀ > 5,000 mg/kg (rat)DERMAL TOXICITY: LD₅₀ > 5,000 mg/kg (rabbit)INHALATION TOXICITY: LC₅₀ > 0.014 mg/L air (rat- nose only; maximum feasible concentration)

CORROSIVENESS: Not corrosive.

DERMAL IRRITATION: Weakly irritating

OCULAR IRRITATION: Mildly irritating

DERMAL SENSITIZATION: Not a sensitizer (guinea pig)

MUTAGENICITY INFORMATION: Components of this product are not listed as mutagens.

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

DEVELOPMENTAL/REPRODUCTIVE TOXICITY: This material is not pathogenic

SPECIAL TARGET ORGAN EFFECTS: Eye and mucus membrane Irritation.

ASPIRATION HAZARD: Not Applicable

REPEAT DOSE STUDIES: Not Applicable, Pathogenicity Toxicity testing was all
negative**12. ECOLOGICAL INFORMATION****12.1 Ecotoxicity (Data for a Concentrated Technical Powder)**Fish: LC₅₀ > 370 mg/L (96-H, Rainbow Trout)Bird: LC₅₀ > 3077 mg /kg (6.2 x 10¹¹ cfu/kg) (Acute Oral - Bobwhite Quail)LC₅₀ > 3077 mg /kg (6.2 x 10¹¹ cfu/kg) each day for 5 days (Sub-Acute Oral)

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(dietary) - Bobwhite Quail
Invertebrates: EC₅₀ >50 mg/L (48-H) (Daphnia)
Bees: Essentially nontoxic to honey bees

12.2 Persistence and Degradability

No data available

12.3 Bioaccumulation potential

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

12.4 Mobility in Soil

No data available

12.5 Results of PBT and vPvB assessment

Assessments not performed

12.6 Other adverse effects

None known

13. DISPOSAL CONSIDERATIONS**13.1 Waste Disposal Methods**

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

US EPA WASTE NUMBER & DESCRIPTIONS:

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

14. TRANSPORTATION INFORMATION

DOT STATUS: Not regulated for domestic ground transport by US DOT
UN PROPER SHIPPING NAME: N/A
REMARKS: N/A

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

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

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[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

15. REGULATORY INFORMATION**15.1 Safety, Health and Environmental Regulations / Specific Legislation**

TSCA STATUS: Exempt

CERCLA STATUS: Not regulated as hazardous

SARA STATUS: Acute: No Chronic: No Fire: No CDT: No

RCRA STATUS: Not regulated as hazardous

State Right-To-Know: Not Listed

Consult applicable national, state provincial or local laws to determine regulations, laws or ordinances which may be applicable.

OSHA HAZARD COMMUNICATION STANDARD: Not defined by the OSHA Hazard Communication Standard, 29 CFR

15.2 EPA Pesticide Regulations

EPA Registration Number: 73049-56

EPA Pesticide Label signal word: CAUTION

Product must have EPA Approved Pesticide Label attached to or accompanying all containers.

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

KEEP OUT OF REACH OF CHILDREN**CAUTION****PRECAUTIONARY STATEMENTS****HAZARDS TO HUMANS AND DOMESTIC ANIMALS**

Harmful if inhaled. Avoid breathing dust. Remove contaminated clothing and wash before reuse. Causes moderate eye irritation. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

Personal Protective Equipment:

Applicators and other handlers must wear: Long-sleeved shirt and long pants, water proof gloves, and shoes plus socks.

Mixer/loaders and applicators not in enclosed cabs or aircraft must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95 or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

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

User Safety Recommendations:

Users should wash hands before eating, drinking, chewing gum, using tobacco products or using the toilet.

ENVIRONMENTAL HAZARDS

Do not apply directly to treated finished drinking water reservoirs or drinking water receptacles when water is intended for human consumption.

STORAGE AND DISPOSAL

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

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

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:

Plastic Container: Nonrefillable container. Do not reuse or refill this container.

Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Offer for recycling if available, or 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.

Paper bag: Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Offer for recycling, if available. If recycling is not available dispose of empty bag in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

16. OTHER INFORMATION**NFPA Hazard Ratings**

Health: 1
Flammability: 0
Instability: 0

HMIS Hazard Ratings

Health: 1
Flammability: 0
Instability: 0

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

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[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

REASON FOR ISSUE: Review and update hazard statement and warranty**APPROVAL DATE:** 03/11/16**SUPERSEDES DATE:** 04/14/15**LEGEND:** N/A = Not Applicable

N/D = Not Determined

N/L = Not Listed

L = Listed

C = Ceiling

S = Short-term

(R) = Registered Trademark of Valent BioSciences Corp.

(TM) = Registered Trademark of Valent BioSciences Corp.

The information provided in this Safety Data Sheet (SDS) is provided in good faith and believed to be accurate at the time of preparation of the SDS. However, to the extent consistent with applicable law, Valent BioSciences Corporation and its subsidiaries or affiliates extend no warranties, make no representations, and assume no responsibility as to the accuracy, suitability, or completeness of such information. Additionally, to the extent consistent with applicable law, neither Valent BioSciences Corporation nor any of its subsidiaries or affiliates represents or guarantees that this information or product may be used without infringing the intellectual property rights of others. Except to the extent a particular use and particular information are expressly stated on the product label, it is the users' own responsibility to determine the suitability of this information for their own particular use of this product. If necessary, contact Valent BioSciences Corporation to confirm that you have the most current product label and SDS.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABEL (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use as required by the Occupational Health and Safety Act (29 CFR 1910.1200, "Hazcom"). The product label provides information specifically for product use in the ordinary course. Use, storage and disposal of pesticide products is regulated by the EPA under the authority of FIFRA through the product label. All necessary hazard classification and appropriate precautionary use, storage, and disposal information is set forth on that label or labeling accompanying the pesticide or to which reference is made on the label. It is a violation of federal law to use an EPA-registered pesticide product in any manner inconsistent with its labeling.

SECTION 1: Identification

1.1. Identification

Product form : Mixture
 Trade name : Zoecon Altosid XR Extended Residual Briquets
 Synonyms : 100508841, 100508842, 100508843, 100508845, 100508846, 100530326, EPA Reg. No.: 2724-421, ProLink XR Extended Release Briquets, Zoecon RF-292 Briquet, Altosid 150 Day XR Briquet

1.2. Recommended use and restrictions on use

Recommended use : Insect growth regulator.
 Restrictions on use : Keep out of reach of children, Avoid contact with eyes, skin or clothing.

1.3. Supplier

Wellmark International
 1501 E. Woodfield Road, Suite 200W
 Schaumburg, IL 60173 - United States
 www.centralmosquitocontrol.com

1.4. Emergency telephone number

Emergency number : 1-888-914-2082
 1-800-424-9300 - CHEMTREC
 1-703-527-3887 - CHEMTREC - Outside North America - Collect Calls Accepted

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation Category 2B Causes eye irritation
 Carcinogenicity Category 1A May cause cancer

2.2. GHS Label elements, including precautionary statements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS08

Signal word (GHS-US) : Danger
 Hazard statements (GHS-US) : Causes eye irritation
 May cause cancer
 Precautionary statements (GHS-US) : Obtain special instructions before use
 Do not handle until all safety precautions have been read and understood
 Wash hands, forearms and face thoroughly after handling
 Wear protective gloves/protective clothing/eye protection/face protection
 If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 If exposed or concerned: Get medical advice/attention
 If eye irritation persists: Get medical advice/attention
 Store locked up
 Dispose of contents/container to in accordance with local/regional/national/international regulations

2.3. Other hazards which do not result in classification

Other hazards not contributing to the classification : The finished product is not considered carcinogenic because of the product's physical form. The Hazard Statement "May Cause Cancer" is presented because a component of this product contains naturally occurring crystalline silica (quartz) which is classified as carcinogenic to humans if inhaled. Respiratory exposure to silica dust from the finished product is not expected

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to occur under normal conditions of use due to the manner in which the constituents are bound. The crystalline silica in the finished product is unlikely to pose personal exposure via inhalation in light of studies conducted that indicate there is minimal liberation of particulates from the product during extreme handling or transport.

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Name	Product identifier	%
(s)-Methoprene	(CAS-No.) 65733-16-6	2.1
Plaster of paris	(CAS-No.) 26499-65-0	> 80.88
Silica, crystalline - quartz	(CAS-No.) 14808-60-7	< 0.82
Other ingredients	(CAS-No.) N/A	Balance

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures general : IF exposed or concerned: Get medical advice/attention.
- First-aid measures after inhalation : IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
- First-aid measures after skin contact : IF ON SKIN: Wash with plenty of soap and water. If skin irritation or rash occurs: Get medical advice/attention.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice and attention.
- First-aid measures after ingestion : IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell. Rinse mouth. Do NOT induce vomiting unless directed to do so by medical personnel.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects after eye contact : Mild eye irritation.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Water spray. Dry chemical. Foam. Carbon dioxide.
- Unsuitable extinguishing media : Avoid heavy hose streams.

5.2. Specific hazards arising from the chemical

- Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Special protective equipment and precautions for fire-fighters

- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Keep upwind. Wear appropriate personal protective equipment, avoid direct contact.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Use appropriate PPE. Sweep or scoop spills, dispose of any unusable material in approved landfill.

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SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling

: Ensure good ventilation of the work station. Do not handle until all safety precautions have been read and understood. Take all necessary technical measures to avoid or minimize the release of the product on the workplace. Provide local exhaust or general room ventilation. Wear personal protective equipment. Avoid contact with skin and eyes.

Hygiene measures

: Separate working clothes from town clothes. Launder separately. Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions

: Store locked up. Store in a well-ventilated place. Keep cool.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Plaster of paris (26499-65-0)		
OSHA	OSHA PEL (TWA) (mg/m ³)	15 mg/m ³ (total dust) 5 mg/m ³ (respirable fraction)
NIOSH	NIOSH REL (TWA) (mg/m ³)	10 mg/m ³ (total dust) 5 mg/m ³ (respirable dust)
Silica, crystalline - quartz (14808-60-7)		
ACGIH	ACGIH TWA (mg/m ³)	0.025 mg/m ³ (respirable particulate matter)
OSHA	OSHA PEL (TWA) (mg/m ³)	50 µg/m ³
IDLH	US IDLH (mg/m ³)	50 mg/m ³ (respirable dust)
NIOSH	NIOSH REL (TWA) (mg/m ³)	0.05 mg/m ³ (respirable dust)

8.2. Appropriate engineering controls

Appropriate engineering controls

: Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Environmental exposure controls

: Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

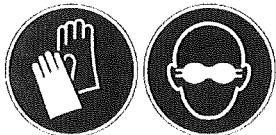
Safety glasses

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment.



SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state

: Solid

Appearance

: White to gray briquet.

Color

: White to gray

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Odor	: Slight hydrocarbon
Odor threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Not applicable
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Non flammable.
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: 1.04 g/cc (64.9 lb/ft3)
Solubility	: No data available
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available
Explosion limits	: Not applicable
Explosive properties	: Not explosive
Oxidizing properties	: Not applicable

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Zoecon Altosid XR Extended Residual Briquets	
LD50 oral rat	> 5100 mg/kg
LD50 dermal rabbit	> 2100 mg/kg

Silica, crystalline - quartz (14808-60-7)	
Listed on IARC (International Agency for Research on Cancer), Listed as carcinogen on NTP (National Toxicology Program)	
IARC group	1 - Carcinogenic to Humans
National Toxicity Program (NTP) Status	Known Human Carcinogens
In OSHA Hazard Communication Carcinogen list?	Yes

GHS-US Properties	Classification
Acute toxicity	Not classified
Skin corrosion/irritation	Not classified

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Serious eye damage/irritation	Causes eye irritation.
Respiratory or skin sensitization	Not classified
Germ cells mutagen	Not classified
Carcinogenicity	May cause cancer.
Reproductive toxicity	Not classified
Specific target organ toxicant (single exposure)	Not classified
Specific target organ toxicant (repeated exposure)	Not classified
Aspiration hazard	Not classified

Potential health effects

Inhalation

Chronic : Exposure to respirable crystalline silica is not expected during normal use of this product. However, prolonged overexposure to respirable crystalline silica may cause lung disease (silicosis).

Skin

Acute : Causes mild skin irritation.

Eye

Acute : Causes mild eye irritation.

Mutagenicity

: (s)-Methoprene has been tested and found negative for mutagenicity potential.

Carcinogenicity

: (s)-Methoprene is not classified as carcinogen by NTP, IARC and OSHA, Exposure to respirable crystalline silica dust from the finished product is not expected to occur due to the manner in which the constituents are bound, thus the finished product is not considered carcinogenic under conditions of normal use.

Reproductive Effects

: (s)-Methoprene is not a reproductive toxin.

SECTION 12: Ecological information

12.1. Toxicity

(s)-Methoprene (65733-16-6)	
LC50 Acute fish 1	0.76 mg/l (Exposure time: 96h - Rainbow trout)
LC50 Acute fish 2	> 0.37 mg/l (Exposure time: 96h - Blue gill)
LC50 Acute crustacea 1	0.11 mg/l (Exposure time: 96h - Mysid shrimp)
NOEC Chronic fish 1	0.048 mg/l (Fathead minnow)
NOEC Chronic crustacea 1	0.014 mg/l (Mysid shrimp)

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

(s)-Methoprene (65733-16-6)	
Log Kow	6.3

12.4. Mobility in soil

(s)-Methoprene (65733-16-6)	
Mobility in soil	10-14 days, rapidly hydrolyzed in soil.

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

Product/Packaging disposal recommendations : Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

SECTION 14: Transport information

UN number	Proper Shipping Name	Transport hazard	Packing group	Environmental hazards
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			class(es)		
DOT	Not regulated	Not regulated	Not regulated	Not regulated	Not regulated
IMDG	Not regulated	Not regulated	Not regulated	Not regulated	Not regulated
IATA	Not regulated	Not regulated	Not regulated	Not regulated	Not regulated

SECTION 15: Regulatory information

15.1. US Federal regulations

Silica, crystalline - quartz (14808-60-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
FIFRA Labelling	
EPA Registration Number	2724-421
This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.	
FIFRA Signal Word	Caution
FIFRA Hazard Statement	KEEP OUT OF REACH OF CHILDREN.
FIFRA Hazards to Humans and Domestic Animals	Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with eyes, skin, or clothing. Wash thoroughly with soap and water after handling.
FIFRA First Aid	Call a poison control center or doctor for treatment advice. If in eyes • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.
FIFRA Environmental Hazards	Do not contaminate water when disposing of unused product.

15.2. US State regulations

No additional information available

SECTION 16: Other information

Date of issue : 31 May 2017
Supersedes : 17 July 2015

SDS US (GHS HazCom 2012) - CGP

The information and statements herein are believed to be reliable but are not to be construed as a warranty or representation for which we assume legal responsibility. Users should undertake sufficient verification and testing to determine the suitability for their own particular purpose of any information or products referred to herein. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS MADE.



SAFETY DATA SHEET

BIOMIST® 4 + 12 ULV

Effective Date: 1 June 2015

v.01

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SECTION 1. Identification of the Substance/Mixture and of the Company

1.1 Product Identifier

Formulation Identifier: BIOMIST® 4 + 12 ULV

EPA Registration Number: 8329-34

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

Relevant identified uses: Insecticide for control of adult mosquitoes, biting and non-biting midges, and blackflies

Uses advised against: See product label for use restrictions

1.3 Details of the Supplier of the Safety Data Sheet

Clarke Mosquito Control Products, Inc.
675 Sidwell Court
St. Charles, IL 60174 U.S.A.
+1 (630) 894-2000
Email: Clarke@clarke.com

1.4 Emergency Telephone Number

24-Hour Medical Emergency: POISON CONTROL Toll-free (800) 214 – 7753

24-Hour Transportation Emergency: INFOTRAC (800) 535-5053

SECTION 2. Hazards identification

United States (US)
According to OSHA 29 CFR 1910.1200 HCS (2012)

2.1 Classification of the Substance or Mixture

Aspiration Hazard: Category 1

Pictogram:



Signal Word: Danger

Hazard Statements: May be fatal if swallowed and enters airways.

Precautionary Statements:

PREVENTION: None

RESPONSE: If swallowed: Immediately call a poison control center or doctor. Do NOT induce vomiting.

STORAGE: Store locked up.

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

2.2 Other Hazards Not Classifiable Under OSHA 2012 HCS

See product label for any additional hazards



SAFETY DATA SHEET

BIOMIST[®] 4 + 12 ULV

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SECTION 3. Composition/Information on Ingredients

3.1 Components

Substance Name	CAS No.	Concentration % w/w
Permethrin	52645-53-1	4.00
Piperonyl Butoxide	51-03-6	12.00
White Mineral Oil	8042-47-5	< 84.0

Ingredients not identified are non-hazardous and/or are not required to be disclosed pursuant to 29 CFR 1910.1200 (2012), and are withheld as trade secret.

SECTION 4. First Aid Measures

4.1 Description of First Aid Measures

If swallowed: Call a poison control center or doctor immediately for treatment advice. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

4.2 Most Important Symptoms and Effects, Both Acute and Delayed.

See section 2 and/or section 11.

4.3 Indication of Immediate Medical Attention and Special Treatment

Treatment: Contains petroleum distillate. Gastric lavage is indicated if material was taken internally. May pose an aspiration pneumonia hazard. Appropriate supportive and symptomatic treatment is indicated by the patient's condition is recommended. For medical treatment information, contact the poison control hotline at 1-800-214-7753. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

SECTION 5. Fire-Fighting Measures

5.1 Extinguishing Media

Suitable Extinguishing Media: Carbon Dioxide (CO₂), Dry Chemical, Foam

Unsuitable Extinguishing Media: Water jet

5.2 Special Hazards Arising From the Substance or Mixture

Specific Hazards: Under fire conditions some components may decompose. Combustion products may include CO and NOx.

5.3 Special Protective Equipment and Precautions for Fire-Fighters

Protection Against Fire: Wear positive pressure, self-contained breathing apparatus and protective firefighting clothing (includes fire-fighting helmet, coat, pants, boots, and gloves).

Special Procedures: Treat as oil fire. Move container from fire area if it can be done without risk. Do not scatter spilled material with high-pressure water streams. Dike for later disposal. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

SECTION 6. Accidental Release Measures

6.1 Personal Precautions, Protective Equipment and Emergency Procedures



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General Precautions: Use appropriate protection (see section 8)

Environmental Precautions: Prevent product from entering into drains and waterways. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Collect and dispose of this material and its container in accordance with national and regional regulations. If the product has contaminated surface water, inform the appropriate authorities. See Section 12 for additional ecological information.

6.2 Methods and Material for Containment and Cleaning Up

Clean Up Methods: Soak up with absorbent, non-combustible material, such as sand, silica gel, clay, or sawdust, while using appropriate personal protection equipment. Collect material in appropriate container for disposal.

SECTION 7. Handling and Storage

7.1 Precautions for Safe Handling

Handling: Keep out of reach of children. Do not take internally. Avoid contact with skin and eyes. Avoid inhalation of vapors from product. Do not take internally.

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

7.2 Conditions for Safe Storage, Including Any Incompatibilities

Storage: Product should be stored in compliance with local regulations. Store in a cool, dry, well-ventilated place in the original container. Protect from excessive heat and cold. Do not store near food, drink, animal feeding stuffs, pharmaceuticals, cosmetics or fertilizers. Keep out of reach of children.

SECTION 8. Exposure Controls / Personal Protection

These precautions are suggested for conditions where the potential for exposure exists. Emergency conditions may require additional precautions.

8.1 Control Parameters

Component Name	CAS No.	List/Source	Type	Value
Permethrin	52645-53-1	ACGIH	TWA	5 mg/m ³
		NIOSH	REL	5 mg/m ³
		OSHA	PEL	5 mg/m ³
White Mineral Oil	8042-47-5	ACGIH	TLV	5 mg/m ³ inhalable fraction
		NIOSH	REL	5 mg/m ³ form: mist
		OSHA	PEL	5 mg/m ³

8.2 Exposure controls

Engineering Controls: Use with adequate ventilation. Local exhaust ventilation may be necessary for some operations. Wash hands thoroughly after handling. Wash clothing before re-using.

Individual Protection Measures, such as Personal Protection Equipment:

Eye Protection: Safety Glasses, Goggles or Face Shield



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Skin Protection:	Wear suitable protective clothing including long-sleeve shirt, long pants, shoes and socks. Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron.
Hand Protection:	Protective glove selection must be based on the user's assessment of the workplace hazards. Suitable protective chemical resistant materials include barrier laminate, nitrile, neoprene or Viton.
Respiratory Protection:	Not usually required. In instances where exposure limits are exceeded, wear a NIOSH-approved pesticide respirator with an organic-vapor removing cartridge with a prefilter approved for pesticides.

SECTION 9. Physical and Chemical Properties

9.1 Information on Basic Physical and Chemical Properties

Appearance:	Liquid
Color:	Pale Yellow
Odor:	Odorless
Odor Threshold:	Not Available
pH:	Not Available
Melting Point:	Not Applicable
Freezing Point:	Not Determined
Initial Boiling Point:	Not Determined
Flash Point:	>199° F
Evaporation Rate:	Not Determined
Flammability:	Not Determined
Explosion limits [U/L]:	Not Applicable
Vapor Pressure:	Not Determined
Vapor Density:	Not Determined
Relative Density:	7.40 lbs/gal
Solubility:	Not Determined
Partition Coefficient:	Not Determined
Auto-Ignition Temperature:	Not Determined
Viscosity:	14.22 cSt at 40°C
Decomposition Temperature:	Not Available
Explosive Properties:	Not Available
Oxidizing Properties:	Not Available

SECTION 10. Stability and Reactivity

10.1 Reactivity

Not Available

10.2 Chemical Stability

Stable under normal conditions

10.3 Possibility of Hazardous Reactions

Hazardous Reactions: None under normal conditions



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Hazardous Polymerization: Not known to occur

10.4 Conditions to avoid

Protect from direct sunlight and excessive heat.

10.5 Incompatible materials

Avoid contact with strong oxidizing agents, strong acids, strong bases

10.6 Hazardous decomposition products

None known under normal conditions of storage and use

SECTION 11. Toxicological information

11.1 Information on Likely Routes of Exposure

Ingestion: May be fatal if swallowed and enters airways due to petroleum distillate. Vomiting may cause aspiration pneumonia.

11.2 Information on Toxicological Effects

Acute Toxicity

Oral, Rat LD₅₀ > 5,000 mg/kg-bw

Dermal, Rat LD₅₀ > 2,000 mg/kg-bw

Inhalation, Rat LC₅₀ > 5.1 mg/L

Skin Corrosion/Irritation: Not corrosive or irritating to the skin on acute exposure. Mild skin irritation or cracking may occur from prolonged or repeated exposure to this product.

Serious Eye Damage/Irritation: Mild (transient) eye irritation may occur from direct exposure of the product in the eyes.

Skin Sensitization: Not a skin sensitizer

STOT – Single exposure

No data is available to indicate product or any components present at greater than 0.1% present a specific target organ toxicity hazard from single exposure.

Chronic Toxicity/Effects

Germ Cell Mutagenicity

This product has not been tested. No data is available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic. For permethrin and for piperonyl butoxide, no mutagenic effect was found in various tests with microorganisms and mammalian cell culture.

Carcinogenicity

This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP. Permethrin and Piperonyl Butoxide are classified by IARC as Group 3: Not classifiable as to carcinogenicity to humans.

Permethrin caused at high dose levels an increased incidence of tumors in mice in the following organ(s): liver, Lungs. The mechanism that triggers tumors in rodents is not relevant for the low exposures encountered under normal use conditions. Piperonyl butoxide was not carcinogenic in lifetime feeding studies in rats and mice.

Reproductive Effects:

No data is available to indicate product or any components present at greater than 0.1% cause reproductive or teratogenic toxicity. Permethrin did not cause reproductive toxicity in a two-generation study in rats. Piperonyl butoxide did not cause reproductive toxicity in a two-generation study in rats.



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STOT – Repeated exposure

No data is available to indicate product or any components present at greater than 0.1% present a specific target organ toxicity hazard from repeat exposure. Permethrin did not cause specific target organ toxicity in experimental animal studies. Piperonyl butoxide did not cause specific target organ toxicity in experimental animal studies..

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

SECTION 12. Ecological Information

12.1 Ecotoxicity

Product specific data is not available. Data referenced is in relation to the active ingredients, Permethrin and Piperonyl Butoxide.

Toxicity to Fish: Permethrin: 96-hr Acute LC₅₀ 0.79 ppb, Bluegill Sunfish (*Lepomis macrochirus*)
Piperonyl Butoxide: 96-hr Acute LC₅₀ 6.12 ppm, Rainbow Trout (*Oncorhynchus mykiss*)

Toxicity to Aquatic Invertebrates: Permethrin: 96-hr LC₅₀ 0.019 ppb, Mysid Shrimp (*Americamysis bahia*)
Piperonyl Butoxide: 96-hr LC₅₀ 0.49 ppm, Mysid Shrimp (*Americamysis bahia*)

Toxicity to Aquatic Plants: Permethrin: 72-hr EC₅₀ 0.5 mg/L, Algae
Piperonyl Butoxide: 72-hr EC₅₀ > 9.1 mg/L, Algae

12.1 Persistence and Degradability

Product specific data not available. Data referenced is in relation to the active ingredients, Permethrin and Piperonyl Butoxide.

Biodegradability: Not rapidly biodegradable.

Partition Coefficient, K_{oc}: Permethrin: 100,000
Piperonyl Butoxide: 399 - 830

Bioaccumulation: Bioconcentration (BCF) Permethrin: 300
Bioconcentration (BCF) Piperonyl Butoxide: 2,175

Mobility in Soil: Permethrin: Immobile in soil
Piperonyl Butoxide: Moderately mobile in soil

SECTION 13. Disposal Considerations

13.1 Waste Treatment and Disposal methods

Pesticide wastes are regulated. Consult product label for chemical substance and container disposal instructions. Avoid release to the environment. Improper disposal of excess product or rinsate is a violation of Federal law. If these wastes cannot be disposed or 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: Rinse thoroughly in accordance with label instructions.

SECTION 14. Transport Information

14.1 DOT (US)

Not regulated (Bulk and Non-Bulk Quantities)



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14.2 IMDG (Vessel)

UN Number: 3082
Hazard Class: 9
Packing Group: III
Proper Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE LIQUID, N.O.S. (PERMETHRIN)
Marine Pollutant: Yes

14.3 ICAO/IATA (Air transport)

UN Number: 3082
Hazard Class: 9
Packing Group: III
Proper Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE LIQUID, N.O.S. (PERMETHRIN)
Environmental Hazard: Yes

SECTION 15. Regulatory Information

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

Signal Word: CAUTION

KEEP OUT OF REACH OF CHILDREN

FIRST AID	
Have product container or label with you when calling a poison control center or doctor, or going for treatment. For Medical Emergencies, call the International Poison Control Center at 1-800-214-7753.	
IF SWALLOWED:	Immediately call a poison control center or doctor. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person.
IF 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 INHALED:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth. Call a poison control center or doctor for further 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 the eye. Call a poison control center or doctor for treatment advice.
NOTE TO PHYSICIAN: Product contains a petroleum distillate. Gastric lavage is indicated if material was taken internally. Vomiting may cause aspiration pneumonia.	

PRECAUTIONARY STATEMENTS: HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION. Harmful if absorbed through skin. Avoid contact with skin, eyes or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

Personal Protective Equipment (PPE): Some materials that are chemical-resistant to this product are: barrier laminate, nitrile rubber, neoprene rubber, or Viton. Mixers, loaders, applicators, and other handlers must wear long-sleeve shirt and long pants, shoes plus socks. In addition, all handlers except for applicators using motorized ground equipment, pilots and flaggers, must wear chemical-resistant gloves. In addition, mixers/loaders, persons cleaning equipment, and other persons exposed to the concentrate must wear a chemical-resistant apron. See engineering controls for additional requirements.

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



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Engineering Controls: Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(6)]. Human flagging is prohibited. Flagging to support aerial application is limited to use of the Global Positioning System (GPS) or mechanical flaggers.

USER SAFETY RECOMMENDATIONS: Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Users should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. 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.

Other Federal Regulations

SARA TITLE III CLASSIFICATION

Section 302: None

Section 311/312: Immediate (acute) hazard

Section 313: This product contains the following toxic chemicals subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372

Permethrin	CAS# 52645-53-1	4.0%
Piperonyl Butoxide	CAS# 51-03-6	12.0%

CERCLA RQ: None

OSHA HAZARD COMMUNICATION STANDARD: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

U.S. California Proposition 65: Not listed

STATE RIGHT-TO-KNOW : National, state, provincial or local emergency planning, community right-to-know or other laws, regulations or ordinances may be applicable--consult applicable national, state, provincial or local laws.

SECTION 16. Other Information

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources we believe to be reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared as is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.

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End of document

PI-079 (07/03)

Michigan Department of Agriculture & Rural Development
Pesticide and Plant Pest Management Division
Pesticide Application Business License

License No: 250141
Issue Date: 11/27/2018
Expiration: 12/31/2019

Issued To:

MOSQUITO PRO LLC

5289 N GENESEE RD

FLINT, MI 48506-

Category(ies): 3A, 7A*, 7F

Mailing Address:

MOSQUITO PRO LLC

PO BOX 90079

BURTON, MI 48509-



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GORDON WENK

Director of Agriculture
& Rural Development

This license is issued in accordance with the provisions of Act 451, Part 83, PA of 1994, as amended & is only valid for the establishment, address, and categories listed above. Categories with an (*) are RESTRICTED (see back). This license is not transferable.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 13, 2019

To: Mark F. Miller, City Manager

From: MaryBeth Murz, Purchasing Manager
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Mosquito Control

History

- The Grounds Division is responsible for the maintenance of all municipal property including the control of pests.
- Park patrons, golf course participants, and property owners abutting some City of Troy maintained retention ponds have become accustomed to using these facilities with limited nuisances like mosquitoes.
- The objective of mosquito control is not to eradicate all mosquitoes but to limit the population to a tolerable threshold.
- The control targets both mosquito larva and adult mosquitoes.
- Although Oakland County Department of Health and Human Services recommends the best form of protection from mosquitoes is personal protection products, the mosquito control products used by professionals will decrease the mosquito population at some of our facilities.

Purchasing

- On January 31, 2019; a bid opening was conducted as required by City Charter/Code and bid proposals were received at the City's request from firms interested in providing Requirements for Mosquito Control.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. 187 vendors were notified via the MITN website.
- Two (2) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	187
Troy Companies notified via MITN	6
Troy Companies notified Active email Notification	5
Troy Companies - Active Free	1
Companies that viewed the bid	15
Troy Companies that viewed the bid	2

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.
Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.
Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.
Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the following accounts: 101.447.23.514.7802.160 – Streets and Drains Retention Ponds, Parks Maintenance 101.751.30.770.7802.160, and Cemetery Maintenance 101.751.30.757.7802.050 for the 2019 fiscal year and the subsequent fiscal years for the duration of the contract.

Also, note that the City of Troy has been eligible to seek annual reimbursement of up to \$11,418.06 from the Oakland County Department of Health and Human Services Program for the control of mosquito *larva* only.

Recommendation

City management recommends awarding a three (3) year contract to the lowest bidder, *Mosquito Pro of Flint, MI* at unit prices as contained in the attached bid tabulation for an estimated annual cost of \$38,548.52, with the recognition that this estimate may change but will not exceed budgetary limitations. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates and all other specified requirements.

Opening Date: 1/31/2019
Date Reviewed: 2/5/2019

CITY OF TROY
BID TABULATION
MOSQUITO CONTROL

ITB-COT 19-02
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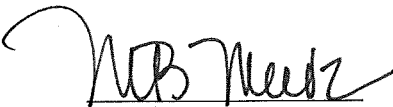
VENDOR NAME	Mosquito Pro	Custom Lawn Care
CITY	Flint, MI	Flint, MI
CHECK #	#1698021	#1698020

Proposal: REQUIREMENTS FOR MOSQUITO CONTROL

Proposal	Product	Est Qty (Acres)	2019		2020		2021		2019		2020		2021	
			Labor	Product	Labor	Product	Labor	Product	Labor	Product	Labor	Product	Labor	Product
Proposal A -	Larvicide	5.6	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Retention Ponds	Adulticide	10.2	\$14.34	\$0.82	\$14.34	\$0.82	\$14.34	\$0.82	\$14.36	\$0.82	\$14.36	\$0.82	\$14.36	\$0.82
			\$352.12	\$81.22	\$352.12	\$81.22	\$352.12	\$81.22	\$352.33	\$81.22	\$352.33	\$81.22	\$352.33	\$81.22
Application Cost			\$433.34		\$433.34		\$433.34		\$433.55		\$433.55		\$433.55	
Est Total Cost Proposal A			\$2,166.72		\$2,166.72		\$2,166.72		\$2,167.74		\$2,167.74		\$2,167.74	
Proposal B -	Larvicide	38.3	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Parks	Adulticide	290.1	\$4.70	\$0.82	\$4.70	\$0.82	\$4.70	\$0.82	\$4.71	\$0.82	\$4.71	\$0.82	\$4.71	\$0.82
			\$2,771.38	\$736.17	\$2,771.38	\$736.17	\$2,771.38	\$736.17	\$2,774.28	\$736.17	\$2,774.28	\$736.17	\$2,774.28	\$736.17
Application Cost			\$3,507.54		\$3,507.54		\$3,507.54		\$3,510.44		\$3,510.44		\$3,510.44	
Est Total Cost Proposal B			\$17,537.72		\$17,537.72		\$17,537.72		\$17,552.22		\$17,552.22		\$17,552.22	
Proposal C -	Larvicide	4	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Municipal Sites	Adulticide	65.7	\$10.62	\$0.82	\$10.62	\$0.82	\$10.62	\$0.82	\$10.62	\$0.82	\$10.62	\$0.82	\$10.62	\$0.82
			\$844.77	\$105.91	\$844.77	\$105.91	\$844.77	\$105.91	\$844.77	\$105.91	\$844.77	\$105.91	\$844.77	\$105.91
Application Cost			\$950.69		\$950.69		\$950.69		\$950.69		\$950.69		\$950.69	
Est Total Cost Proposal C			\$4,753.44		\$4,753.44		\$4,753.44		\$4,753.44		\$4,753.44		\$4,753.44	
Proposal D -	Adulticide	9.8	\$61.32	\$0.82	\$61.32	\$0.82	\$61.32	\$0.82	\$61.32	\$0.82	\$61.32	\$0.82	\$61.32	\$0.82
Cemeteries			\$600.94	\$8.04	\$600.94	\$8.04	\$600.94	\$8.04	\$600.94	\$8.04	\$600.94	\$8.04	\$600.94	\$8.04
Application Cost			\$608.97		\$608.97		\$608.97		\$608.97		\$608.97		\$608.97	
Est Total Cost Proposal D			\$3,044.86		\$3,044.86		\$3,044.86		\$3,044.86		\$3,044.86		\$3,044.86	
Proposal E -	Larvicide	21.1	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Sylvan Glen Golf Course	Adulticide	23.5	\$17.15	\$0.82	\$17.15	\$0.82	\$17.15	\$0.82	\$17.19	\$0.82	\$17.19	\$0.82	\$17.19	\$0.82
			\$1,178.66	\$293.78	\$1,178.66	\$293.78	\$1,178.66	\$293.78	\$1,179.60	\$293.78	\$1,179.60	\$293.78	\$1,179.60	\$293.78
Application Cost			\$1,472.44		\$1,472.44		\$1,472.44		\$1,473.38		\$1,473.38		\$1,473.38	
Est Total Cost Proposal E			\$7,362.21		\$7,362.21		\$7,362.21		\$7,366.91		\$7,366.91		\$7,366.91	
Proposal F -	Larvicide	2.2	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01	\$36.76	\$13.01
Sanctuary Lake Golf Course	Adulticide	26	\$17.15	\$0.82	\$17.15	\$0.82	\$17.15	\$0.82	\$17.19	\$0.82	\$17.19	\$0.82	\$17.19	\$0.82
			\$526.77	\$49.94	\$526.77	\$49.94	\$526.77	\$49.94	\$527.81	\$49.94	\$527.81	\$49.94	\$527.81	\$49.94
Application Cost			\$576.71		\$576.71		\$576.71		\$577.75		\$577.75		\$577.75	
Est Total Cost Proposal F			\$2,883.57		\$2,883.57		\$2,883.57		\$2,888.77		\$2,888.77		\$2,888.77	
Proposal G -	Larvicide	200	\$0.55	\$3.45	\$0.55	\$3.45	\$0.55	\$3.45	\$0.55	\$3.45	\$0.55	\$3.45	\$0.55	\$3.45
Park Catch Basins	Briquette		\$110.00	\$690.00	\$110.00	\$690.00	\$110.00	\$690.00	\$110.00	\$690.00	\$110.00	\$690.00	\$110.00	\$690.00
Est Total Cost Proposal G			\$800.00		\$800.00		\$800.00		\$800.00		\$800.00		\$800.00	
Estimated Total Cost Proposals A-F			\$37,748.52		\$37,748.52		\$37,748.52		\$37,773.94		\$37,773.94		\$37,773.94	
Estimated Grand Total			\$38,548.52		\$38,548.52		\$38,548.52		\$38,573.94		\$38,573.94		\$38,573.94	
Estimated Grand Total Proposal 3 years			\$115,645.55						\$115,721.82					
Site Inspection	Y/N		8/1/2018						8/1/2018					
Contact Information	Hrs		8AM-7PM M-F						8AM-7PM M-F					
	Phone		810-730-9150						810-730-9150					
Completion Schedule Met:	Y/N		Y						Y					
Insurance Met:	Y/N		Y						Y					
References:	Y/N		Y						Y					
Pesticide License:	Y/N		Y						Y					
SDS Sheets:	Y/N		Y						Y					
Acknowledgement:	Y/N		Y						Y					
Payment Terms:			Net 30						Net 30					
Exceptions:	Y/N		N						N					
General Questionnaire:	Y/N		Y						Y					

LOW BIDDER MEETING SPECIFICATIONS

ATTEST:
Sue Reisterer
Kristine Kallek


MaryBeth Murz,
Purchasing Manager

**Standard Purchasing Resolution 2: Low Bidder Meeting Specifications –
Mosquito Control**

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract to provide seasonal requirements for Mosquito Control, to the low bidder meeting specifications; *Mosquito Pro of Flint, MI*, for an estimated total annual cost of \$38,548.52; not to exceed budgetary limitations at the unit prices contained in the bid tabulation, a copy of which shall be ATTACHED to the original Minutes of this meeting, with the contract expiring December 31, 2021.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/2019

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

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

PRODUCER Daly Merritt Insurance 3099 Biddle Avenue Wyandotte MI 48192		CONTACT NAME: Sandy Watterson PHONE (A/C, No, Ext): (734) 283-1400 FAX (A/C, No): (734) 283-1197 E-MAIL ADDRESS:	
INSURED Mosquito Pro LLC 5289 N Genessee Rd Flint MI 48506		INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Millers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 14508	

COVERAGES**CERTIFICATE NUMBER:** CL189715749**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			C0528408	08/13/2018	08/13/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			C0528408	08/13/2018	08/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

City of Troy is included as additional insured as required by written contract. 30 day advanced notice of cancellation will be provided to the additional insured. Coverage evidenced is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy 500 W Big Beaver Rd Troy MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Michigan Millers Mutual Ins. Co. P.O. Box 30060 Lansing, MI 48909-7560	Endorsement Number: 3
	Policy Number: C 0528408 00
	Policy Period: 08/13/2018 to 08/13/2019
	Effective Date of Endorsement: 03/14/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured and Mailing Address	Agent
MOSQUITO PRO LLC PO BOX 90079 BURTON MI 48509	DALY-MERRITT DIRECT INC 0021553 3099 BIDDLE AVE WYANDOTTE MI 48192 Telephone: 734-283-1400

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

POLICY CHANGES

<input type="checkbox"/>	Insured's Name	<input type="checkbox"/>	Insured's Mailing Address
<input type="checkbox"/>	Policy Number	<input type="checkbox"/>	Vehicle(s) Added/Deleted
<input type="checkbox"/>	Effective/Expiration Date	<input type="checkbox"/>	Insured's Legal Status/Business of Insured
<input type="checkbox"/>	Payment Plan	<input type="checkbox"/>	Premium Determination
<input checked="" type="checkbox"/>	Additional Interested Parties	<input checked="" type="checkbox"/>	Coverage Forms and Endorsements
<input type="checkbox"/>	Limits/Exposures	<input type="checkbox"/>	Deductibles
<input type="checkbox"/>	Covered Property/Location Description	<input type="checkbox"/>	Classification/Class Codes
<input type="checkbox"/>	Rates	<input type="checkbox"/>	Underlying Insurance

is (are) changed to read:

ADDING CG2026 FOR CITY OF TROY

KS

The above amendments result in a change in the premium as follows:

<input type="checkbox"/>	No Changes	<input type="checkbox"/>	To be Adjusted at Audit	Additional Premium \$ 42.00	Return Premium \$
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Michigan Millers Mutual Ins.Co
P.O. Box 30060
Lansing, MI 48909-7560

Policy Number: C 0528408 00
AMENDED DECLARATION
Named Insured:
MOSQUITO PRO LLC

**COMMERCIAL PACKAGE POLICY
POLICY INTEREST SCHEDULE**

00001
AI-DESIGNATED PERSON OR ORG.
CITY OF STERLING HEIGHTS
40555 UTICA RD
STERLING HEIGHTS MI 48313

00001
AI-DESIGNATED PERSON OR ORG.
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.