

11R-263

11090155

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
Pest Control Services -  
StarTran  
Quote No. 3640**

**Plunkett's Pest Control  
4700 N. 56<sup>th</sup> St.  
Lincoln, NE 68504  
402-564-3044**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between Plunkett's Pest Control, 4700 N. 56<sup>th</sup> St., Lincoln, NE 68504, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

For providing **Pest Control Services - StarTran, Quote No. 3640** and,

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

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

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

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

**Agreement to full proposal.**

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

**City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$1,440.00 for a two-year period.**

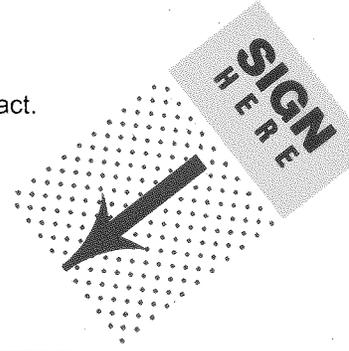
3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative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

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

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.



**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Resolution \_\_\_\_\_

dated \_\_\_\_\_

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

Plunkett's Pest Control  
Name of Corporation

40 NE 52<sup>ND</sup> Way, Fridley, MN  
(Address) 55421

By: [Signature]  
Duly Authorized Official

Director of Sales  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

## Bid Information

Bid Creator Robert Walla Asst.  
 Purchasing Agent  
 Email rwalla@lincoln.ne.gov  
 Phone 1 (402) 441-8309  
 Fax 1 (402) 441-6513  
 Bid Number 3640  
 Title Pest Control Services -  
 StarTran  
 Bid Type Quote  
 Issue Date 08/31/2011  
 Close Date 9/12/2011 2:00:00 PM CST  
 Need by Date

## Contact Information

Address Purchasing  
 440 S. 8th St.  
 Lincoln, NE 68516  
 Contact Robert Walla Asst.  
 Purchasing Agent  
 Purchasing  
 Department  
 Building  
 Suite 200  
 Floor/Room  
 Telephone 1 (402) 441-8309  
 Fax 1 (402) 441-6513  
 Email rwalla@lincoln.ne.gov

## Ship to Information

Address StarTran  
 710 J St.  
 Lincoln, NE 68508  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone  
 Fax  
 Email

## Supplier Information

Company Plunkett's Pest Control  
 Address 4700 n 56TH ST  
 Lincoln, NE 68504  
 Contact ken petrmichl  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (877) 571-7100  
 Fax 1 (877) 571-7103  
 Email ken.petrmichl@plunketts.net  
 Submitted 9/6/2011 8:59:47 AM CST  
 Total \$1,440.00

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

## Bid Activities

Date	Name	Description
9/7/2011 9:00:00 AM	Prebid Meeting - 710 J Street, Lincoln, NE - 9:00am	A Prebid meeting will be held for Vendors to tour the facilities for bidding purposes. This will be the only day and time for viewing.

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Contact	Name of person submitting this bid:	Ken Petrmihl
4	FTA Forms	I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Protest Procedures	I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
7	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be (2) two years from the date of the executed contract with the option for (1) one additional (2) two year term. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation  YES or NO  (c) If (b), state period for which prices will remain firm: through _____	a. yes
8	Bid Attachments	I have attached all the information that was requested in the Specifications into the Response Attachment section of my ebid response.	Yes

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Line Items

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#	Qty	UOM	Description	Response
1	24	Months	Pest Control Services - StarTran ONLY BID MONTHLY RATE!	\$60.00

Item Notes: Monthly price must include labor, materials, chemicals and overhead.

Supplier Notes:

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Response Total: \$1,440.00

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**Pesticide Applicator License**

The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applicators.

**ALEX D VOLNEK**  
1145 8TH AVE  
SEWARD, NE 68434

**Applicator ID**  
NEB 089650

**License Type**  
Commercial

**Commercial or Noncommercial Categories**  
11 14 07 08 08W

**Licensed Thru**  
4/15/2013

**Categories of commercial and noncommercial applicators of restricted use pesticides**

- |  |   |
|--|---|
| 01. Agricultural Pest Control - Plant  | 05. Structural/Health Pest Control      |
| 01a. Fumigation of Soil                | 08W. Wood Destroying Organisms          |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control          |
| 03. Forest Pest Control                | 09C. Chlorine Products                  |
| 04. Ornamental and Turf Pest Control   | 10. Wood Preservation                   |
| 05. Aquatic Pest Control               | 11. Fumigation                          |
| 05S. Sewer Root Control                | 12. Aerial Pest Control                 |
| 06. Seed Treatment                     | 14. Wildlife Damage Control             |
| 07. Right-of-Way Pest Control          | REG. Regulatory sub-category            |
|  | DR. Demonstration/Research sub-category |

The Poison Center, Omaha 1-800-955-9119  
Pesticide Accident Hotline 1-800-424-9300  
NE State Patrol 1-800-525-5555

**Nebbraska Department of Agriculture  
Pesticide Applicator License**

**JAMES T PERDEW**  
5309 S 30TH ST  
LINCOLN, NE 68516

**Applicator ID**  
NEB 068109

**License Type**  
Commercial

**Commercial or Noncommercial Categories**  
07 08W 04 08

**Licensed Thru**  
4/15/2013

**Categories of commercial and noncommercial applicators of restricted use pesticides**

- |  |   |
|--|---|
| 01. Agricultural Pest Control - Plant  | 05. Structural/Health Pest Control      |
| 01a. Fumigation of Soil                | 08W. Wood Destroying Organisms          |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control          |
| 03. Forest Pest Control                | 09C. Chlorine Products                  |
| 04. Ornamental and Turf Pest Control   | 10. Wood Preservation                   |
| 05. Aquatic Pest Control               | 11. Fumigation                          |
| 05S. Sewer Root Control                | 12. Aerial Pest Control                 |
| 06. Seed Treatment                     | 14. Wildlife Damage Control             |
| 07. Right-of-Way Pest Control          | REG. Regulatory sub-category            |
|  | DR. Demonstration/Research sub-category |

The Poison Center, Omaha 1-800-955-9119  
Pesticide Accident Hotline 1-800-424-9300  
NE State Patrol 1-800-525-5555

Nebraska Department of Agriculture  
**Pesticide Applicator License**  
 The person named on this card is licensed to purchase and use restricted use pesticides. Categories apply only to commercial and noncommercial applications.

**KEVIN L MATTOX**  
 2785 SUMNER ST  
 LINCOLN, NE 68502

Applicator ID: **NEB 081152** License Type: **Commercial**

Commercial or Noncommercial Categories: **08** Licensed Thru: **4/15/2014**

*K. Mattox*

Categories of commercial and noncommercial applicators of restricted use pesticides:

- |  |   |
|--|---|
| 01. Agricultural Pest Control - Plant  | 08. Structural/Health Pest Control        |
| 01a. Fumigation of Soil                | 08W. Wood Destroying Organisms            |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control            |
| 03. Forest Pest Control                | 09C. Chlorine Products                    |
| 04. Ornamental and Turf Pest Control   | 10. Wood Preservation                     |
| 05. Aquatic Pest Control               | 11. Fumigation                            |
| 05a. Sewer Root Control                | 12. Aerial Pest Control                   |
| 06. Seed Treatment                     | 14. Wildlife Damage Control               |
| 07. Right-of-Way Pest Control          | REG - Regulatory sub-category             |
|  | D/R - Demonstration/Research sub-category |

The Poison Center, Omaha 1-800-955-9119  
 Pesticide Accident Hotline 1-800-424-9300  
 NE State Patrol 1-800-525-5555

Nebraska Department of Agriculture  
**Pesticide Applicator License**

**MICHAEL A VOLNEK**  
 901 N 5TH ST  
 SEWARD, NE 68434

Applicator ID: **NEB 082959** License Type: **Commercial**

Commercial or Noncommercial Categories: **08W 11 14 07 08** Licensed Thru: **4/15/2012**

*M. Volnek*

Categories of commercial and noncommercial applicators of restricted use pesticides:

- |  |   |
|--|---|
| 01. Agricultural Pest Control - Plant  | 08. Structural/Health Pest Control        |
| 01a. Fumigation of Soil                | 08W. Wood Destroying Organisms            |
| 02. Agricultural Pest Control - Animal | 09. Public Health Pest Control            |
| 03. Forest Pest Control                | 09C. Chlorine Products                    |
| 04. Ornamental and Turf Pest Control   | 10. Wood Preservation                     |
| 05. Aquatic Pest Control               | 11. Fumigation                            |
| 05a. Sewer Root Control                | 12. Aerial Pest Control                   |
| 06. Seed Treatment                     | 14. Wildlife Damage Control               |
| 07. Right-of-Way Pest Control          | REG - Regulatory sub-category             |
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The Poison Center, Omaha 1-800-955-9119  
 Pesticide Accident Hotline 1-800-424-9300  
 NE State Patrol 1-800-525-5555

Material Safety Data Sheet



DuPont™ Advion® Ant Gel

Version 2.1

Revision Date 01/21/2010

Ref. 130000036528

This SDS adheres to the standards and regulatory requirements of the United States and may not meet the regulatory requirements in other countries.

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : DuPont™ Advion® Ant Gel
Tradename/Synonym : INDOXACARB (S)-methyl 7-chloro-2,5-dihydro-2-[[[(methoxycarbonyl)[4(trifluoromethoxy)phenyl]amino]-carbonyl]indeno[1,2-e][1,3,4]oxadiazine-4a-(3H)-carboxylate
MSDS Number : 130000036528
Product Use : Insecticide
Manufacturer : DuPont
1007 Market Street
Wilmington, DE 19898
Product Information : 1-800-441-7515 (outside the U.S. 1-302-774-1000)
Medical Emergency : 1-800-441-3637 (outside the U.S. 1-302-774-1139)
Transport Emergency : CHEMTREC: 1-800-424-9300 (outside the U.S. 1-703-527-3887)

SECTION 2. HAZARDS IDENTIFICATION

Emergency Overview

Caution

Avoid treating areas that are easily accessible to children and pets. Avoid contact with skin, eyes and clothing. Wash thoroughly with soap and water after handling.

Potential Health Effects

This section includes potential acute adverse effects which could occur if this material is not used according to the label.

Skin : This product has no known adverse effect on human health.

Eyes : This product has no known adverse effect on human health.

Ingestion : This product has no known adverse effect on human health.

Target Organs

Indoxacarb (S-Enantiomer) : Central nervous system

Carcinogenicity

None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, or OSHA, as a carcinogen.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Table with 3 columns: Component, CAS-No., Concentration. Row 1: Indoxacarb (S-Enantiomer), 173584-44-6, 0.05 %

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**DuPont™ Advion® Ant Gel**

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Inert Ingredients		99.95 %
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**SECTION 4. FIRST AID MEASURES**

- Skin contact : No specific intervention is indicated as the compound is not likely to be hazardous. Consult a physician if necessary.
- Eye contact : No specific intervention is indicated as the compound is not likely to be hazardous. Consult a physician if necessary.
- Inhalation : No specific intervention is indicated as the compound is not likely to be hazardous. Consult a physician if necessary.
- Ingestion : No specific intervention is indicated as the compound is not likely to be hazardous. Consult a physician if necessary.
- General advice : Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For medical emergencies involving this product, call toll free 1-800-441-3637. See Label for Additional Precautions and Directions for Use.

**SECTION 5. FIRE-FIGHTING MEASURES**

- Fire and Explosion Hazard : Not a fire or explosion hazard.
- Suitable extinguishing media : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment., Water, Water spray, Foam, Dry chemical, Carbon dioxide (CO2)
- Unsuitable extinguishing media : High volume water jet, (contamination risk)
- Firefighting Instructions : In the event of fire, wear self-contained breathing apparatus. Use personal protective equipment. (on small fires) If area is heavily exposed to fire and if conditions permit, let fire burn itself out since water may increase the area contaminated. Prevent fire extinguishing water from contaminating surface water or the ground water system.

**SECTION 6. ACCIDENTAL RELEASE MEASURES**

NOTE: Review FIRE FIGHTING MEASURES and HANDLING (PERSONNEL) sections before proceeding with clean-up. Use appropriate PERSONAL PROTECTIVE EQUIPMENT during clean-up.

- Spill Cleanup : Clean-up methods - small spillage For small spills, use cloth or paper towels and place collected material and towels in appropriate container for disposal. Clean-up methods - large spillage Soak up with inert absorbent material (e.g.

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**DuPont™ Advion® Ant Gel**

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Ref. 130000036528

sand, silica gel, acid binder, universal binder, sawdust). Sweep up and shovel into suitable containers for disposal. Flush away traces with water and detergent.

Accidental Release Measures : Prevent material from entering sewers, waterways, or low areas. Follow applicable Federal, State/Provincial and Local laws/regulations.

**SECTION 7. HANDLING AND STORAGE**

Handling (Personnel) : Avoid contact with skin, eyes and clothing. Wash hands thoroughly after handling. Avoid contamination of food.

Handling (Physical Aspects) : Do not apply this product around electrical equipment due to the possibility of shock hazard.

Storage : Do not contaminate water, other pesticides, fertilizer, food or feed in storage. Store product in original container only in a location inaccessible to children and pets. Store in a cool, dry place.

**SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

Personal protective equipment  
Skin and body protection : No PPE is specified however, avoid contact with skin, eyes, and clothing.

Exposure Guidelines  
Exposure Limit Values  
Indoxacarb (S-Enantiomer)  
AEL \* (DUPONT) 1 mg/m3 8 & 12 hr. TWA Respirable.

\* AEL is DuPont's Acceptable Exposure Limit. Where governmentally imposed occupational exposure limits which are lower than the AEL are in effect, such limits shall take precedence.

**SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES**

Form : gel  
Color : off-white, opaque  
Odor : very faint  
pH : 7.2  
(1% solution in water)  
Oxidizing : The product is not oxidizing.  
Density : 1.15 - 1.24 g/ml at ca. 85 °C (185 °F)  
Water solubility : soluble

**SECTION 10. STABILITY AND REACTIVITY**

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Stability : Stable at normal temperatures and storage conditions.

Incompatibility : No materials to be especially mentioned.

**SECTION 11. TOXICOLOGICAL INFORMATION**

- DuPont™ Advion® Ant Gel  
Inhalation 4 h LC50 : > 5.5 mg/l  
Active ingredient
  
- Dermal LD50 : > 5,000 mg/kg , rat
  
- Oral LD50 : > 5,000 mg/kg female, rat
  
- Skin irritation : Species: rabbit, No skin irritation
- Eye irritation : Species: rabbit, No eye irritation
- Sensitisation : Species: mouse, Animal test did not cause sensitization by skin contact.
  
- Indoxacarb (S-Enantiomer)  
Repeated dose toxicity : The following effects occurred at levels of exposure that significantly exceed those expected under labeled usage conditions.  
  
Oral, rat  
Red blood cell destruction causing abnormal decrease in number of red blood cells (anaemia)
  
- Carcinogenicity : Did not show carcinogenic effects in animal experiments.
  
- Mutagenicity : Tests on bacterial or mammalian cell cultures did not show mutagenic effects., Did not cause genetic damage in animals.
  
- Reproductive toxicity : Animal testing did not show any effects on fertility.
  
- Teratogenicity : Animal testing showed effects on embryo-foetal development at levels equal to or above those causing maternal toxicity.

**SECTION 12. ECOLOGICAL INFORMATION**

- Aquatic Toxicity  
Indoxacarb (S-Enantiomer)  
96 h LC50 : Oncorhynchus mykiss (rainbow trout) 0.65 mg/l
  
- 96 h LC50 : Lepomis macrochirus (Bluegill sunfish) 0.90 mg/l
  
- 48 h EC50 : Daphnia magna (Water flea) 0.60 mg/l
  
- Toxicity to other organisms

# Material Safety Data Sheet



## DuPont™ Advion® Ant Gel

Version 2.1

Revision Date 01/21/2010

Ref. 130000036528

Indoxacarb (S-Enantiomer)

LD50

: *Colinus virginianus* (Bobwhite quail) 98 mg/kg

LC50

: *Colinus virginianus* (Bobwhite quail) 808 mg/kg  
Dietary

LC50

: *Anas platyrhynchos* (Mallard duck) > 5,620 mg/kg  
Dietary

Additional ecological information

: Information given is based on data on the components and the ecotoxicology of similar products.

Additional ecological information

: Environmental Hazards: Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark.

### SECTION 13. DISPOSAL CONSIDERATIONS

Waste Disposal

: Do not contaminate water, food or feed by disposal. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility. If partially filled: Wrap in newspaper and discard in trash or call your local solid waste authority or 1-888-638-7668 for disposal instructions.

Container Disposal

: Do not reuse/refill the gel bait dispenser. Place empty bait dispensers in trash, offer for recycling, or call your local solid waste authority or 1-888-638-7668 for disposal instructions.

### SECTION 14. TRANSPORT INFORMATION

Not regulated in transportation by DOT/IMO/IATA.

### SECTION 15. REGULATORY INFORMATION

SARA 313 Regulated  
Chemical(s)

: SARA 313: This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

EPA Reg. No.

: 352-746

In the United States this product is regulated by the US Environmental Protection Agency (EPA) under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Read and follow all label directions. This product is excluded from listing requirements under EPA/TSCA.

California Prop. 65

: This product does not contain any chemicals known to State of California to

Material Safety Data Sheet



**DuPont™ Advion® Ant Gel**

Version 2.1

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Ref. 130000036528

cause cancer, birth defects, or any other reproductive harm.

**SECTION 16. OTHER INFORMATION**

	NFPA	HMIS
Health :	0	0
Flammability :	0	0
Reactivity/Physical hazard :	0	0

MSDS preparation date : 01/21/2010

DuPont™, Advion® are trademarks of E. I. du Pont de Nemours and Company

Contact person : DuPont Crop Protection, Wilmington, DE, 19898, Phone: 1-888-638-7668

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Significant change from previous version is denoted with a double bar.

**MATERIAL SAFETY DATA SHEET**

MSDS Number: 347310CB

**1. PRODUCT AND COMPANY IDENTIFICATION**

**Product Name:** CB-80 EXTRA INSECTICIDE - ALL SIZES - EPA REGISTRATION # 9444-175

**Manufactured by:** Waterbury Companies, Inc.  
P.O. Box 640  
Independence, LA 70443

**24-Hour Emergency Contact:**  
800-424-9300 (CHEMTREC)

**2. COMPOSITION/INFORMATION ON INGREDIENTS**

*Hazardous components greater than 1.0% (0.1% if carcinogen or suspected carcinogen)*

Component	CAS#	OSHA PEL	ACGIH TLV	Other Limits	% by wt
C12-C15 Isoparaffinic Hydrocarbon	64742-47-8	N.E.	N.E.	300 ppm (Exxon)	<5
Ethane, 1,1-Difluoro-	75-37-6	N.E.	N.E.	1000ppm-8hrTWA	55-65
Ethanol	64-17-5	1000 ppm	1000 ppm TWA	N.E.	25-35
Piperonyl Butoxide*	51-03-6	N.E.	N.E.	N.E.	4
Pyrethrins*	8003-34-7	5 mg/m3	5 mg/m3 TWA	5 mg/m3 OSHA TWA	0.5

\* This item is NOT a carcinogen, but has been listed to aid in the identification of all pesticide active ingredients in the product. Actual percentages for these active ingredients have been listed vs. percent ranges.

**3. HAZARDS IDENTIFICATION**

Warning! Flammable!

Contents under pressure, do not expose to fire or extreme heat.

It is a violation of federal law to use this product in a manner inconsistent with its labeling. Read label. Store in a cool dry area away from heat or open flames. Exposure to temperatures above 130 deg. F. may cause bursting. Do not spray on plastic, painted or varnished surfaces or directly into electronic equipment such as radios, TV's, computers, etc.

**Potential Health Effects:**

**Routes of Entry:** Inhalation: Yes Ingestion: Yes Skin: Yes

**Health Hazards:** Health studies have shown many petroleum hydrocarbons pose potential human risks which may vary from person to person. Inhalation of high concentrations of Ethane, 1-1-Difluoro- vapors is harmful and may cause heart irregularities, unconsciousness, or death. Intentional misuse or deliberate inhalation may cause death without warning.

**Signs/symptoms of overexposure:** Dizziness, headaches, drowsiness, incoordination, eye irritation, dermatitis, skin disorders, nausea, throat irritation, loss of consciousness, and other nervous system disorders. Prolonged skin contact may cause mild to moderate local redness and swelling.

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*Medical conditions aggravated by exposure:* Skin contact may aggravate an existing dermatitis. Persons with a pre-existing disease of the central nervous system or cardiovascular system may have increased susceptibility to the toxicity of excessive exposures.

**NFPA Hazard Ratings Fire: 4 Health 1 Reactivity: 1**

*NFPA 704 Ratings are subject to interpretation and are only intended for general identification of the level of the specific hazard. All information must be considered for proper safe handling of the material.*

### 4. FIRST AID MEASURES

IF SWALLOWED: Call a physician or Poison Control Center immediately. Gastric lavage is indicated if material was taken internally. Do not induce vomiting. Vomiting may cause aspiration pneumonia hazard. IF INHALED: Remove victim to fresh air. Apply artificial respiration if indicated. IF ON SKIN OR CLOTHING: Remove contaminated clothing and wash before reuse. Wash affected areas with soap and water. Get medical attention if irritation persists. IF IN EYES: Flush with plenty of water. Get medical attention if irritation persists.

### 5. FIRE FIGHTING MEASURES

*Extinguishing Media:* CO<sub>2</sub>, dry chemical, or foam

*Fire Fighting Procedures:* Self contained air supply suggested. Keep containers cool to avoid bursting.

*Unusual Fire and Explosion Hazards:* Exposure to temperatures above 130 deg.F may cause bursting.

### 6. ACCIDENTAL RELEASE MEASURES

If container is ruptured or begins to leak, place in a well-ventilated area free of sparks and ignition sources. Pesticide that cannot be used according to label instructions must be disposed of according to all applicable Local, State and Federal procedures.

### 7. HANDLING AND STORAGE

Read label. Do not apply directly to food. In commercial food handling facilities, cover or remove any food. In food processing plants, thoroughly wash all equipment, benches, shelving, etc. where exposed food will be handled. Rinse with potable water. In the home, all food processing surfaces and utensils should be covered during treatment or thoroughly washed before use. In medical care facilities, remove all patients. After spraying, ventilate area for 2 hours before returning patients.

*NFPA 30B Aerosol Classification:* Level 1 Aerosol

### 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

*Protective Gloves:* Not required - avoid contact with skin.

*Eye Protection:* Not required - avoid contact with eyes.

*Respiratory Protection:* Not required - avoid breathing spray.

*Ventilation: Local:* As required to keep airborne concentrations below acceptable limits.

*Mechanical:* Not required.

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*Other protective equipment:* Safety glasses recommended to avoid possible contact with eyes.

*Protective Work/Hygiene Practices:* Follow label instructions.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

*Specific Gravity (H<sub>2</sub>O=1):* 0.9

*Vapor Pressure (mm Hg):* 4,239

*Solubility:* Partially soluble.

*Appearance/Odor:* Dry fog with characteristic pyrethrin odor.

*Flashpoint:* Non Flammable per flame projection test.

*LEL:* N/A

*UEL:* N/A

*Boiling Point:* N/A

*Melting Point:* N/A

**10. STABILITY AND REACTIVITY**

*Conditions to Avoid:* Open flames and very hot surfaces can cause thermal decomposition.

*Incompatible Materials:* Strong oxidizers, and alkaline materials, and powdered earth metals - Al, Zn, Be, etc.

*Hazardous Decomposition By-products* Carbon monoxide, carbon dioxide, hydrofluoric acid, and carbonyl fluoride.

*Hazardous Polymerization Conditions:* None known.

**11. TOXICOLOGICAL INFORMATION**

This product contains no chemicals that are listed on the NTP, IARC, or OSHA carcinogen lists. Any further information on the toxicology of the material can be obtained by contacting the manufacturer.

**12. ECOLOGICAL INFORMATION**

Please call the manufacturer for questions concerning the ecological effects of this product and its constituents.

**13. DISPOSAL CONSIDERATIONS**

Do not reuse empty container. This container may be recycled in the few but growing number of communities where (steel) aerosol can recycling is available. Before offering for recycling, empty the can by using the product according to the label. (DO NOT PUNCTURE!) If recycling is not available, wrap the container and discard in the trash. Any remaining or collected liquid from punctured cans should be disposed of in a safe manner at an approved facility in accordance with Local, State, and Federal regulations.

**14. TRANSPORT INFORMATION**

	<i>Status</i>	<i>Shipping Name</i>	<i>Class</i>	<i>ID #</i>	<i>Pkng Grp</i>
<i>DOT (USA):</i>	Regulated	Consumer Commodity (per 49CFR173.306)	ORM-D	N/A	N/A
<i>IATA (Air):</i>	Regulated	Consumer Commodity	9	ID8000	N/A
<i>IMDG (Vessel):</i>	Regulated	Aerosols	2	UN1950	N/A

**MATERIAL SAFETY DATA SHEET**

**MSDS Number:** 347310CB

*National Motor Freight Classification and LTL Class:* 102120-Class 60

**15. REGULATORY INFORMATION**

This product is authorized for use in plants operating under USDA Inspection and Grading Programs as a CATEGORY F1 Substance

**SARA Title III Section 31** When completing Tier II reports, the following information should be used

Note: See state and local regulations for specifics on reporting requirements for your facility.

*This product should be described as:* PURE: N MIXTURE Y SOLID: N

LIQUID: Y GAS: Y

*Physical Hazards:* FIRE: Y PRESSURE: Y REACTIVITY: N

*Health Hazards:* IMMEDIATE: Y DELAYED: N

**SARA Title III Section 313:**

Toxic chemical components subject to the reporting requirements of EPCRA and 40CFR372:

<i>Chemical</i>	<i>CAS/Category</i>	<i>Percent</i>
Piperonyl Butoxide	51-03-6	4.00

**16. OTHER INFORMATION**

**Product Sales Information:** 800-845-3495

**MSDS Information:** 985-878-6751

**Revision Notes:** MSDS revised to comply with ANSI Z400.1-1998 16-Section MSDS format.

*N/A = Not Applicable*

*N.E. = Not Established*

MSDS Prepared by K.G.

*This Information is provided in good faith, but no warranty, expressed or implied, is made. The manufacturer believes that it is accurate and to the best of its knowledge, and relates only to the specific material designated herein.*



Syngenta Crop Protection, Inc.  
Post Office Box 18300  
Greensboro, NC 27419

In Case of Emergency, Call  
1-800-888-8372

### 1. PRODUCT IDENTIFICATION

Product Name: **DEMAND CS** Product No.: A12690A  
EPA Signal Word: Caution  
Active Ingredient(%): Lambda-Cyhalothrin (9.7%) CAS No.: 91465-08-6  
Chemical Name: [1a(S\*),3a(Z)]-cyano(3-phenoxyphenyl)methyl-3-(2-chloro-3,3,3-trifluoro-1-propenyl)-2,2-dimethylcyclopropanecarboxylate  
Chemical Class: A pyrethroid insecticide  
EPA Registration Number(s): 100-1066 Section(s) Revised: 13

### 2. HAZARDS IDENTIFICATION

#### Health and Environmental

Harmful if inhaled. May be harmful in contact with skin. May cause an allergic skin reaction. Causes mild skin irritation. Vapors may cause drowsiness and dizziness. May be harmful if swallowed and enters airway. May cause temporary itching, tingling, burning or numbness of exposed skin, called paresthesia.

#### Hazardous Decomposition Products

None known.

#### Physical Properties

Appearance: Off-white liquid  
Odor: Slight odor/typical aromatic solvent

#### Unusual Fire, Explosion and Reactivity Hazards

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Material	OSHA PEL	ACGIH TLV	Other	NTP/IARC/OSHA Carcinogen
Cumene (< 1%)	50 ppm TWA (skin)	50 ppm TWA	Not Established	No
Petroleum Solvent	Not Established	Not Established	100 mg/m <sup>3</sup> (19 ppm) TWA *	No
Propylene Glycol	Not Established	Not Established	10 mg/m <sup>3</sup> TWA ****	No
1,2,4-Trimethylbenzene (< 2.5%)	Not Established	25 ppm TWA	25 ppm TWA **	No
Xylene (< 1%)	100 ppm TWA	100 ppm TWA; 150 ppm STEL	100 ppm TWA **	IARC Group 3
Lambda-Cyhalothrin (9.7%)	Not Established	Not Established	0.04 mg/m <sup>3</sup> TWA (skin) ***	No

\* recommended by manufacturer

\*\* recommended by NIOSH

\*\*\* Syngenta Occupational Exposure Limit (OEL)

\*\*\*\* Recommended by AIHA (American Industrial Hygiene Association)

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.  
Syngenta Hazard Category: C, S

#### 4. FIRST AID MEASURES

Have the product container, label or Material Safety Data Sheet with you when calling Syngenta (800-888-8372), a poison control center or doctor, or going for treatment.

- Ingestion: If swallowed: Call Syngenta (800-888-8372), a poison control center or doctor immediately for treatment advice. Do not give any liquid to the person. Do not induce vomiting unless told to do so after calling 800-888-8372 or by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
- Eye Contact: If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eye. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.
- Skin Contact: If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.
- Inhalation: If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call Syngenta (800-888-8372), a poison control center or doctor for further treatment advice.

##### Notes to Physician

There is no specific antidote if this product is ingested.

Treat symptomatically.

Persons suffering a temporary allergic reaction may respond to treatment with antihistamines or steroid creams and/or systemic steroids.

Skin contact paresthesia effects (itching, tingling, burning or numbness) are transient, lasting up to 24 hours. Treat symptomatically.

Contains petroleum distillate - vomiting may cause aspiration pneumonia.

Medical Condition Likely to be Aggravated by Exposure

None known.

#### 5. FIRE FIGHTING MEASURES

##### Fire and Explosion

- Flash Point (Test Method): > 212°F (Setaflash)
- Flammable Limits (% in Air): Lower: Not Applicable Upper: Not Applicable
- Autoignition Temperature: Not Available
- Flammability: Not Applicable

##### Unusual Fire, Explosion and Reactivity Hazards

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

##### In Case of Fire

Use dry chemical, foam or CO<sub>2</sub> extinguishing media. Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion. Prevent use of contaminated buildings, area, and equipment until decontaminated. Water runoff can cause environmental damage. If water is used to fight fire, dike and collect runoff.

#### 6. ACCIDENTAL RELEASE MEASURES

##### In Case of Spill or Leak

Control the spill at its source. Contain the spill to prevent from spreading or contaminating soil or from entering sewage and

drainage systems or any body of water. Clean up spills immediately, observing precautions in Protective Equipment Section. Cover entire spill with absorbing material and place into compatible disposal container. Scrub area with hard water detergent (e.g. commercial products such as Tide, Joy, Spic and Span). Pick up wash liquid with additional absorbent and place into compatible disposal container. Once all material is cleaned up and placed in a disposal container, seal container and arrange for disposition.

## 7. HANDLING AND STORAGE

Store the material in a well-ventilated, secure area out of reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

**THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.**

**FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.**

- Ingestion: Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.
- Eye Contact: Where eye contact is likely, use chemical splash goggles.
- Skin Contact: Where contact is likely, wear chemical-resistant gloves (such as barrier laminate, butyl rubber, nitrile rubber or Viton), coveralls, socks and chemical-resistant footwear. Stringent housekeeping measures are necessary to prevent translocation of the material from contaminated work surfaces to uncontaminated surfaces (railings, doors, etc.). Unprotected contact with such translocated material can result in paresthesia effects (see Section 11).
- Inhalation: A combination particulate/organic vapor respirator should be used until effective engineering controls are installed to comply with occupational exposure limits, or until exposure limits are established. Use a NIOSH approved respirator with an organic vapor (OV) cartridge or canister with any R, P or HE filter.

Use a self-contained breathing apparatus in cases of emergency spills, when exposure levels are unknown, or under any circumstances where air-purifying respirators may not provide adequate protection.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

- Appearance: Off-white liquid
- Odor: Slight odor/typical aromatic solvent
- Melting Point: Not Applicable
- Boiling Point: 212 °F
- Specific Gravity/Density: 1.036 @ 68°F (20°C)
- pH: 7.3 (1% w/w dilution in deionized water)
- Solubility in H<sub>2</sub>O
- Lambda-Cyhalothrin : 0.004 mg/l
- Vapor Pressure
- Lambda-Cyhalothrin : 1.5 x 10<sup>(-9)</sup> mmHg @ 68°F (20°C)

## 10. STABILITY AND REACTIVITY

- Stability: Stable under normal use and storage conditions.
- Hazardous Polymerization: Will not occur.
- Conditions to Avoid: None known.
- Materials to Avoid: None known.
- Hazardous Decomposition Products: None known.

## 11. TOXICOLOGICAL INFORMATION

#### Acute Toxicity/Irritation Studies (Finished Product)

Ingestion:	Oral (LD50 Rabbit) :	> 5000 mg/kg body weight
Dermal:	Dermal (LD50 Rabbit) :	> 2000 mg/kg body weight
Inhalation:	Inhalation (LC50 Rat) :	> 4.62 mg/l air - 4 hours
Eye Contact:	Non-Irritating (Rabbit)	
Skin Contact:	Practically Non-Irritating (Rabbit)	
Skin Sensitization:	A weak skin sensitizer in animal tests.	

#### Reproductive/Developmental Effects

Lambda-Cyhalothrin : Not a developmental or reproductive toxicant.

#### Chronic/Subchronic Toxicity Studies

Lambda-Cyhalothrin : Reversible paresthesia (abnormal skin sensation).

Reversible clinical signs of neurotoxicity in mammals.

#### Carcinogenicity

Lambda-Cyhalothrin : No treatment-related tumors in rats or mice.

#### Other Toxicity Information

In humans, contact with exposed skin may result in temporary itching, tingling, burning or numbness, called paresthesia. The effect may result from splash, aerosol, or hot vapor contact, or transfer to the face from contaminated gloves and hands. The symptoms normally disappear within 24 hours. Face and genital areas are especially susceptible to this effect. Paresthesia involving the face is also known as "subjective facial sensation" or SFS.

#### Toxicity of Other Components

##### 1,2,4-Trimethylbenzene (< 2.5%)

Test results reported in Section 11 for the final product take into account any acute hazards related to the 1,2,4-trimethylbenzene in the formulation.

##### Cumene (< 1%)

Exposure to cumene vapors may cause irritation to eyes, skin, and respiratory tract. Cumene may also cause headaches, dizziness, anesthesia, drowsiness, unconsciousness and other central nervous system effects. Prolonged exposure to high concentrations (>100 PPM) may result in liver, kidney or lung damage.

##### Petroleum Solvent

The supplier reports that high vapor/aerosol concentrations (> 1000 ppm) are irritating to the eyes and the respiratory tract, may cause headaches, dizziness, anesthesia, drowsiness, unconsciousness and other central nervous system effects.

##### Propylene Glycol

Test results reported in Section 11 for the final product take into account any acute hazards related to the propylene glycol in the formulation.

Reported to cause central nervous system depression (anesthesia, dizziness, confusion), headache and nausea. Chronic dietary exposure caused kidney and liver injury in experimental animals.

##### Xylene (< 1%)

Test results reported in Section 11 for the final product take into account any acute hazards related to the xylene in the formulation.

#### Target Organs

##### Active Ingredients

Lambda-Cyhalothrin : Liver, nervous system

##### Inert Ingredients

1,2,4-Trimethylbenzene: Not Applicable

Cumene: Skin, eye, liver, respiratory tract, kidney, CNS

Petroleum Solvent: Eye, respiratory tract, CNS

Propylene Glycol: CNS, kidney, liver

Xylene: Not Applicable

## 12. ECOLOGICAL INFORMATION

### Ecotoxicity Effects

#### Lambda-Cyhalothrin :

Fish (Rainbow Trout) 96-hour LC50 0.19 ppb

Bird (Mallard Duck) LD50 Oral > 3950 mg/kg

Invertebrate (Water Flea) 48-hour EC50 0.04 ppb

### Environmental Fate

#### Lambda-Cyhalothrin :

The information presented here is for the active ingredient, lambda-cyhalothrin.

Not persistent in soil or water. Immobile in soil. Sinks in water (after 24 h).

## 13. DISPOSAL CONSIDERATIONS

### Disposal

Do not reuse product containers. Dispose of product containers, waste containers, and residues according to local, state, and federal health and environmental regulations.

Characteristic Waste: Not Applicable

Listed Waste: Not Applicable

## 14. TRANSPORT INFORMATION

### DOT Classification

Ground Transport - NAFTA

Containers < 450 liters: Not regulated.

Containers > 450 liters:

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Lambda-Cyhalothrin)

Hazard Class or Division: Class 9

Identification Number: UN 3082

Packing Group: PG III

Air Transport - NAFTA

Containers < 450 liters: Not regulated.

Containers > 450 liters: Prohibited.

### Comments

Water Transport - International

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Lambda-Cyhalothrin), Marine Pollutant

Hazard Class or Division: Class 9

Identification Number: UN 3082

Packing Group: PG III

IMDG EMS #: F-A, S-F

Air Transport - International

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Lambda-Cyhalothrin)

Hazard Class or Division: Class 9  
Identification Number: UN 3082  
Packing Group: PG III  
Packing Auth.: 914  
Note: Max. inner packages 5 liters  
Max. single packages 450 liters

## 15. REGULATORY INFORMATION

### EPCRA SARA Title III Classification

Section 311/312 Hazard Classes: Acute Health Hazard  
Chronic Health Hazard

Section 313 Toxic Chemicals: Cumene (<1%) (CAS No. 98-82-8)  
1,2,4-Trimethylbenzene (<2.5%) (CAS No. 95-63-6)  
Xylene (<1%) (CAS No. 1330-20-7)

California Proposition 65  
Not Applicable

CERCLA/SARA 302 Reportable Quantity (RQ)  
Report product spills > 520 gal. (based on xylene [RQ = 100 lbs.] content in the formulation)

RCRA Hazardous Waste Classification (40 CFR 261)  
Not Applicable

TSCA Status  
Exempt from TSCA, subject to FIFRA

## 16. OTHER INFORMATION

### NFPA Hazard Ratings

Health: 2  
Flammability: 1  
Instability: 0

### HMIS Hazard Ratings

Health: 2  
Flammability: 1  
Reactivity: 0

0	Minimal
1	Slight
2	Moderate
3	Serious
4	Extreme

For non-emergency questions about this product call:

1-800-334-9481

Original Issued Date: 7/14/1999

Revision Date: 6/14/2010

Replaces: 1/21/2009

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.

End of MSDS

# MA%E%AL %AFE%b DA%A %HEE%

## %EC%N 1 PRODUCT & COMPANY IDENTIFICATION

### FirstStrike™ Soft Bait

EPA Reg. No. 7173-258

**Other Designation:** Anticoagulant rodenticide with Difethialone

**Manufacturer:** Liphatech, Inc.  
3600 W. Elm Street, Milwaukee, WI 53209

**Emergency Phone:** 414-351-1476 Monday-Friday, 8:00 am-4:30 pm CST

**After Hours:** Call CHEMTREC at 1-800-424-9300

## %EC%N 2 INGREDIENT INFORMATION

Hazardous Ingredient	CAS Number	OSHA PEL	ACGIH TLV	ACGIH STEL
Difethialone	104653-34-1	Not assigned	Not assigned	Not assigned

## %EC%N 3 HAZARDS IDENTIFICATION

**Emergency Overview:** May be harmful if swallowed or absorbed through the skin, because this material may reduce the clotting ability of the blood and cause bleeding.

**Primary Entry Routes:** Oral (swallowing), dermal (absorption through skin)

**Acute Effects (Signs and Symptoms of Overexposure):**

- **Eyes:** May cause temporary eye irritation.
- **Skin:** May be harmful if absorbed through skin. Symptoms of toxicity include lethargy, loss of appetite, reduced blood clotting ability and bleeding.
- **Inhalation:** Due to this product's solid form, inhalation is unlikely.
- **Ingestion:** May be harmful if swallowed. Symptoms of toxicity include lethargy, loss of appetite, reduced clotting ability of blood, and bleeding.

**Chronic Effects:** Prolonged and/or repeated exposure to small amounts of product can produce cumulative toxicity. Symptoms of toxicity include lethargy, loss of appetite, reduced clotting ability of blood, and bleeding.

**Medical Conditions Aggravated by Exposure:** Bleeding disorders

**Target Organs:** Blood

**Carcinogenicity:** Contains no known or suspected carcinogens.

**HMIS:** Health - 2, Flammability - 0, Reactivity - 0

## %EC%N 4 FIRST AID MEASURES

**Eyes:** Flush with water. Get medical attention if irritation persists.

**Skin:** Wash with soap and water. Get medical attention if irritation persists.

**Inhalation:** If inhaled, remove person to fresh air and Get medical attention.

**Ingestion:** Call a physician or poison control center immediately. Have the product label available for medical personnel to read.

Induce vomiting under the direction of medical personnel. Drink 1 or 2 glasses of water and induce vomiting by touching the back of throat with finger. If syrup of ipecac is available, give 1 tablespoon (15 ml) followed by 1 or 2 glasses of water. If vomiting does not occur within 20 minutes, repeat this dosage once. Do not induce vomiting or give anything by mouth to an unconscious person.

**Note to Physician:** This rodenticide contains an anticoagulant ingredient. If ingested, administer vitamin K<sub>1</sub> intramuscularly or orally, as indicated in bishydroxycoumarin overdoses. Repeat as necessary based on monitoring of prothrombin times.

For information on this pesticide product (including health concerns, medical emergencies, or pesticide incidents) call the National Pesticide Information Center at 1-800-858-7378.

## %EC%N 5 FIRE FIGHTING MEASURES

<b>Flash Point:</b>	None
<b>Autoignition Temp.:</b>	Not determined
<b>Explosive Limits:</b>	LEL: Not applicable UEL: Not applicable
<b>Extinguishing Media:</b>	Use media suitable for the surrounding fire
<b>Unusual Fire or Explosion Hazards:</b>	None known
<b>Fire Fighting Instructions:</b>	Firefighters should wear self-contained breathing apparatus (full facepiece) and full protective clothing. Contain runoff to prevent pollution.



## %EC%N 6 ACCIDENTAL RELEASE MEASURES

**Large Spill/Leak Procedures:** Isolate and contain spill. Limit access to the spill area to necessary personnel. Do not allow spilled material to enter sewers, streams or other waters. Scoop up spilled material and place in a closed, labeled container for use or disposal.

**Small Spills:** Scoop up material for use according to label instructions.

## %EC%N 7 STORAGE AND HANDLING

**Storage Requirements:** Store in original container in a cool, dry area out of reach of children, pets and domestic animals. Do not contaminate water, food or feed. Keep container tightly closed. Do not remove or destroy the product label.

**Handling Precautions:** Read the entire product label before using this rodenticide. Carefully follow all cautions, directions and use restrictions on the label. Avoid contact with eyes, skin or clothing.

## %EC%N 8 EXPOSURE CONTROLS/ PERSONAL PROTECTION

**Ventilation:** Special ventilation is not required for the normal handling and use of this product when following the label instructions.

**Protective Clothing/Equipment:** None required for normal handling.

**Respirator:** None required when used according to label instructions.

**Contaminated Equipment:** Damaged or unwanted bait stations and bait holders should be wrapped in paper and discarded in trash.

**Comments:** Never eat, drink or smoke in work areas. Practice good personal hygiene after using this product. Wash arms, hands and face with soap and water after handling this product, and before eating and smoking. Launder contaminated clothing separate from street clothes.

## %EC%N 9 PHYSICAL & CHEMICAL PROPERTIES

<b>Physical State:</b>	Paste	<b>Water Solubility:</b>	Negligible
<b>Color:</b>	Blue	<b>% Volatile (Volume):</b>	Not applicable
<b>Odor:</b>	Raw grain odor	<b>Specific Gravity:</b>	1.14 g/cc
<b>Melting Point:</b>	Not available	<b>Vapor Pressure:</b>	Not applicable
<b>Boiling Point:</b>	Not applicable	<b>Vapor Density:</b>	Not applicable
<b>Freezing Point:</b>	Not applicable	<b>pH:</b>	Not applicable

## SECTION 10 STABILITY AND REACTIVITY

**Stability:** Stable

**Conditions to Avoid:** None

**Hazardous Polymerization:** Will not occur

**Chemical Incompatibilities:** Alkaline materials

**Hazardous Products of Decomposition:** Oxides of carbon

## SECTION 11 TOXICOLOGICAL INFORMATION

<b>Eye Effects/Eye Irritation:</b>	Mild, transient irritant
<b>Acute Oral Effects:</b>	LD <sub>50</sub> (oral-rat): >2000 mg/kg
<b>Acute Inhalation Effects:</b>	Not applicable
<b>Acute Dermal Effects:</b>	LD <sub>50</sub> (dermal-rabbit): >2000 mg/kg
<b>Skin Irritation:</b>	Non-irritating
<b>Skin Sensitization:</b>	Not a skin sensitizer

## SECTION 12 ECOLOGICAL INFORMATION

This product is toxic to fish and wildlife. Do not apply this product directly to water, where surface water is present or to intertidal areas below the mean high water mark. Carefully follow label cautions and instructions to reduce hazards to children, pets and non-target wildlife.

## SECTION 13 DISPOSAL CONSIDERATIONS

**Disposal:** Wastes resulting from the use of this product according to the label instructions must be disposed of as specified on the product label.

**RCRA Waste Status:** This product is not regulated as a hazardous waste under RCRA. State and local regulation may affect the disposal of this product. Consult your state or local environmental agency for disposal of waste generated other than by use according to label instructions.

## SECTION 14 TRANSPORT INFORMATION

**Transportation Data (49 CFR):** This product is not regulated as a hazardous material for all modes of transportation within the U.S.

**Hazard Class:** Not applicable **ID No.:** Not applicable

## SECTION 15 REGULATORY INFORMATION

**TSCA:** All components of this product are listed on the TSCA inventory.

**SARA Section 313:** Contains no reportable components.

**OSHA Hazard Classification:** Chronic health hazard.

**Proposition 65:** Contains no components subject to warning requirement.

## SECTION 16 OTHER INFORMATION

**Prepared by:** T. Schmit

**Date:** 5/12/2011

Information presented on this Material Safety Data Sheet is believed to be accurate at the time of publication. No warranty, expressed or implied, is made with regard to this information. This information may not be adequate for every application, and the user must determine the suitability of this information due to the manner/conditions of use, storage or local regulation.



The Chemical Company

# Safety Data Sheet

## TERMIDOR 9.1% SC.

Revision date : 2010/07/14  
Version: 3.0

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(30357978/SDS CPA US/EN)

### 1. Product and Company Identification

Use: crop protection product, insecticide

Company  
BASF CORPORATION  
100 Campus Drive  
Florham Park, NJ 07932, USA

24 Hour Emergency Response Information  
CHEMTREC: 1-800-424-9300  
BASF HOTLINE: 1-800-832-HELP

Substance number: 000000256709  
Molecular formula: C<sub>12</sub> H<sub>4</sub> Cl<sub>2</sub> F<sub>6</sub> N<sub>4</sub> O S  
Chemical family: phenyl pyrazole  
Synonyms: fipronil

### 2. Hazards Identification

#### Emergency overview

CAUTION:  
HARMFUL IF SWALLOWED.  
HARMFUL IF ABSORBED THROUGH SKIN.  
HARMFUL IF INHALED.  
Causes eye irritation.  
Do not get in eyes, on skin, or on clothing.  
Do not breathe vapours/mists.  
Wash thoroughly after handling.

See Product Label for additional precautionary statements.

State of matter: liquid  
Colour: beige  
Odour: characteristic

#### Potential health effects

##### **Primary routes of exposure:**

Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquified gases.

##### **Acute toxicity:**

Slightly toxic after single ingestion. Slightly toxic after short-term skin contact. Slightly toxic after short-term inhalation.

##### **Irritation / corrosion:**

May cause slight irritation to the skin. May cause moderate but temporary irritation to the eyes.

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### **Sensitization:**

Skin sensitizing effects were not observed in animal studies.

### **Medical conditions aggravated by overexposure:**

Individuals with pre-existing diseases of the respiratory system, skin or eyes may have increased susceptibility to excessive exposures.

### **Signs and symptoms of overexposure:**

CNS stimulation, tremors, convulsions

### **Potential environmental effects**

#### **Aquatic toxicity:**

Very toxic (acute effect) to aquatic organisms.

#### **Terrestrial toxicity:**

With high probability not acutely harmful to terrestrial organisms.

---

## 3. Composition / Information on Ingredients

<u>CAS Number</u>	<u>Content (W/W)</u>	<u>Chemical name</u>
120068-37-3	9.1 %	fipronil
57-55-6	3.0 %	Propylene glycol
	87.9 %	Proprietary ingredients

---

## 4. First-Aid Measures

### **General advice:**

First aid providers should wear personal protective equipment to prevent exposure. Remove contaminated clothing. Move person to fresh air. If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or physician for treatment advice. Have the product container or label with you when calling a poison control center or doctor or going for treatment.

### **If inhaled:**

Remove the affected individual into fresh air and keep the person calm.

### **If on skin:**

Rinse skin immediately with plenty of water for 15 - 20 minutes.

### **If in eyes:**

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

### **If swallowed:**

Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions. Do not induce vomiting. Have person sip a glass of water if able to swallow.

### **Note to physician**

#### **Antidote:**

No known specific antidote.

#### **Treatment:**

Treat symptomatically. Anticonvulsant therapy as routinely administered to humans. Based on animal studies diazepam and phenobarbital prevented convulsions. Due to the slow elimination of the active compound and its metabolites, the treatment must be continued for several days, gradually decreasing the dose of anticonvulsant based on the clinical response.

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### 5. Fire-Fighting Measures

Flash point: > 206.96 °F

Autoignition:

Information applies to the solvent. not applicable

Self-ignition temperature:

not self-igniting

#### Suitable extinguishing media:

foam, dry powder, carbon dioxide, water spray

#### Hazards during fire-fighting:

carbon monoxide, carbon dioxide, hydrogen fluoride, Hydrogen chloride, nitrogen oxides, sulfur oxides, acid halides

If product is heated above decomposition temperature, toxic vapours will be released. The substances/groups of substances mentioned can be released if the product is involved in a fire.

#### Protective equipment for fire-fighting:

Wear self-contained breathing apparatus and chemical-protective clothing.

#### Further information:

In case of fire and/or explosion do not breathe fumes. Keep containers cool by spraying with water if exposed to fire. Collect contaminated extinguishing water separately, do not allow to reach sewage or effluent systems. Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

### 6. Accidental release measures

#### Personal precautions:

Take appropriate protective measures. Clear area. Shut off source of leak only under safe conditions. Extinguish sources of ignition nearby and downwind. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.

#### Environmental precautions:

Do not discharge into the subsoil/soil. Do not discharge into drains/surface waters/groundwater. Contain contaminated water/firefighting water.

#### Cleanup:

Dike spillage. Pick up with suitable absorbent material. Place into suitable containers for reuse or disposal in a licensed facility. Spilled substance/product should be recovered and applied according to label rates whenever possible. If application of spilled substance/product is not possible, then spills should be contained, solidified, and placed in suitable containers for disposal. After decontamination, spill area can be washed with water. Collect wash water for approved disposal.

### 7. Handling and Storage

#### Handling

##### General advice:

RECOMMENDATIONS ARE FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS. PESTICIDE APPLICATORS & WORKERS must refer to the Product Label and Directions for Use attached to the product for Agricultural Use Requirements in accordance with the EPA Worker Protection Standard 40 CFR part 170. Ensure adequate ventilation. Provide good ventilation of working area (local exhaust ventilation if necessary). Keep away from sources of ignition - No smoking. Keep container tightly sealed. Protect contents from the effects of light. Protect against heat. Protect from air. Handle and open container with care. Do not open until ready to use. Once container is opened, content should be used as soon as possible. Avoid aerosol formation. Avoid dust formation. Provide means for controlling leaks and spills. Do not return residues to the storage containers. Follow label warnings even after container is emptied. The substance/product may be handled only by appropriately trained personnel. Avoid all direct contact with the substance/product. Avoid contact with the skin, eyes and clothing. Avoid inhalation of dusts/mists/vapours. Wear suitable personal protective clothing and equipment.

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### **Protection against fire and explosion:**

The relevant fire protection measures should be noted. Fire extinguishers should be kept handy. Avoid all sources of ignition: heat, sparks, open flame. Sources of ignition should be kept well clear. Avoid extreme heat. Keep away from oxidizable substances. Electrical equipment should conform to national electric code. Ground all transfer equipment properly to prevent electrostatic discharge. Electrostatic discharge may cause ignition.

### **Storage**

#### **General advice:**

Keep only in the original container in a cool, dry, well-ventilated place away from ignition sources, heat or flame. Protect containers from physical damage. Protect against contamination. The authority permits and storage regulations must be observed.

#### **Storage incompatibility:**

General advice: Segregate from incompatible substances. Segregate from foods and animal feeds. Segregate from textiles and similar materials.

#### **Temperature tolerance**

Protect from temperatures below: 0 °C

Changes in the properties of the product may occur if substance/product is stored below indicated temperature for extended periods of time.

Protect from temperatures above: 40 °C

Changes in the properties of the product may occur if substance/product is stored above indicated temperature for extended periods of time.

---

## 8. Exposure Controls and Personal Protection

**Users of a pesticidal product should refer to the product label for personal protective equipment requirements.**

### **Advice on system design:**

Whenever possible, engineering controls should be used to minimize the need for personal protective equipment.

### **Personal protective equipment**

#### **RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:**

#### **Respiratory protection:**

Wear respiratory protection if ventilation is inadequate. Wear a NIOSH-certified (or equivalent) organic vapour/particulate respirator. For situations where the airborne concentrations may exceed the level for which an air purifying respirator is effective, or where the levels are unknown or Immediately Dangerous to Life or Health (IDLH), use NIOSH-certified full facepiece pressure demand self-contained breathing apparatus (SCBA) or a full facepiece pressure demand supplied-air respirator (SAR) with escape provisions.

#### **Hand protection:**

Chemical resistant protective gloves, Protective glove selection must be based on the user's assessment of the workplace hazards.

#### **Eye protection:**

Safety glasses with side-shields. Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

#### **Body protection:**

Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, chemical-protection suit.

#### **General safety and hygiene measures:**

Wear long sleeved work shirt and long work pants in addition to other stated personal protective equipment. Work place should be equipped with a shower and an eye wash. Handle in accordance with good industrial hygiene and safety practice. Personal protective equipment should be decontaminated prior to reuse. Gloves must be inspected regularly and prior to each use. Replace if necessary (e.g. pinhole leaks). Take off

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immediately all contaminated clothing. Store work clothing separately. Hands and/or face should be washed before breaks and at the end of the shift. No eating, drinking, smoking or tobacco use at the place of work. Keep away from food, drink and animal feeding stuffs.

### 9. Physical and Chemical Properties

Form:	liquid	
Odour:	characteristic	
Colour:	beige	
pH value:	7.2	( 10 g/l)
onset of boiling:	approx. 100 °C	( 1,013 hPa) Information applies to the solvent.
Density:	1.06 g/cm <sup>3</sup>	( 20 °C)
Partitioning coefficient n-octanol/water (log Pow):		not applicable
Viscosity, dynamic:	approx. 1,600 - 1,850 mPa.s	( 21.6 °C)
Solubility in water:		dispersible
Molar mass:	437.15 g/mol	

### 10. Stability and Reactivity

#### Conditions to avoid:

Avoid all sources of ignition: heat, sparks, open flame. Avoid extreme temperatures. Avoid prolonged exposure to extreme heat. Avoid contamination. Avoid electro-static discharge. Avoid prolonged storage.

#### Substances to avoid:

strong oxidizing agents

#### Hazardous reactions:

The product is chemically stable.

Hazardous polymerization will not occur. No hazardous reactions if stored and handled as prescribed/indicated.

#### Decomposition products:

Hazardous decomposition products: No hazardous decomposition products if stored and handled as prescribed/indicated., Prolonged thermal loading can result in products of degradation being given off.

#### Thermal decomposition:

Possible thermal decomposition products:

carbon monoxide, carbon dioxide, nitrogen oxide, Hydrogen chloride, hydrogen fluoride, Sulphur dioxide  
Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released. If product is heated above decomposition temperature hazardous fumes may be released.

#### Corrosion to metals:

Corrosive effects to metal are not anticipated.

#### Oxidizing properties:

Not an oxidizer.

not fire-propagating

### 11. Toxicological information

#### Acute toxicity

##### Oral:

Type of value: LD50

Species: rat

Value: 1,999 mg/kg

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### Inhalation:

Type of value: LC50  
Species: rat  
Value: > 1.7 mg/l  
Exposure time: 4 h

Type of value: LC50  
Species: rat  
Value: 6.8 mg/l (calculated)  
Exposure time: 1 h

### Dermal:

Type of value: LD50  
Species: rat  
Value: > 2,000 mg/kg

### Irritation / corrosion

#### Skin:

Species: rabbit  
Result: Slightly irritating.

#### Eye:

Species: rabbit  
Result: Slightly irritating.

### Sensitization:

Species: guinea pig  
Skin sensitizing effects were not observed in animal studies.

### Genetic toxicity

#### Information on: fipronil

Results from a number of mutagenicity studies with microorganisms, mammalian cell culture and mammals are available. Taking into account all of the information, there is no indication that the substance is mutagenic.

### Carcinogenicity

#### Information on: fipronil

In long-term studies in rats the substance induced thyroid tumors. In long-term studies in rodents exposed to high doses, a tumorigenic effect was found; however, these results are thought to be due to a rodent-specific liver effect that is not relevant to humans.

### Reproductive toxicity

#### Information on: fipronil

Animal studies gave no indication of a developmental toxic effect at doses that were not toxic to the parental animals.

### Development:

#### Information on: fipronil

No indications of a developmental toxic / teratogenic effect were seen in animal studies.

---

## 12. Ecological Information

Fish

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Acute:  
Brachydanio rerio/LC50 (96 h): 3.89 mg/l

### Aquatic invertebrates

Acute:  
Daphnia pulex/EC50 (48 h): 0.2 mg/l

### Aquatic plants

Information on: fipronil  
Toxicity to aquatic plants:  
green algae/EC50 (96 h): 0.068 mg/l  
Common duckweed/EC50 (336 h): > 0.160 mg/l  
green algae/EC50 (120 h): > 0.140 mg/l  
Algae/EC50 (120 h): > 0.170 mg/l  
Algae/EC50 (120 h): > 0.120 mg/l  
-----

### Non-Mammals

Information on: fipronil  
Other terrestrial non-mammals:  
bobwhite quail/LD50: > 2,000 mg/kg  
bobwhite quail/LC50: > 5,000 ppm  
Honey bee/LD50: > 100 ug/bee  
mallard duck/LC50: > 5,000 ppm  
-----

### Degradability / Persistence Biological / Abiological Degradation

Evaluation: Not readily biodegradable (by OECD criteria).

### Other adverse effects:

The ecological data given are those of the active ingredient. Do not release untreated into natural waters.

---

## 13. Disposal considerations

### Waste disposal of substance:

Pesticide wastes are regulated. Improper disposal of excess pesticide, spray mix or rinsate is a violation of federal law. If pesticide wastes cannot be disposed of according to label instructions, contact the State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

### Container disposal:

Contaminated packaging should be emptied as far as possible and disposed of in the same manner as the substance/product.  
Rinse thoroughly at least three times (triple rinse) in accordance with EPA recommendations. Consult state or local disposal authorities for approved alternative procedures such as container recycling. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

### RCRA:

This product is not regulated by RCRA.

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## 14. Transport Information

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Reference Bill of Lading

### 15. Regulatory Information

#### Federal Regulations

##### Registration status:

Chemical TSCA, US blocked / not listed

Crop Protection TSCA, US released / exempt

OSHA hazard category: Acute target organ effects reported; Chronic target organ effects reported

EPCRA 311/312 (Hazard categories): Acute; Chronic

#### State regulations

##### State RTK

PA

##### CAS Number

57-55-6

##### Chemical name

Propylene glycol

### 16. Other Information

Refer to product label for EPA registration number.

Recommended use: insecticide

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

#### MSDS Prepared by:

BASF NA Product Regulations

msds@basf.com

MSDS Prepared on: 2010/07/14

IMPORTANT: WHILE THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION CONTAINED HEREIN ARE PRESENTED IN GOOD FAITH AND BELIEVED TO BE ACCURATE, IT IS PROVIDED FOR YOUR GUIDANCE ONLY. BECAUSE MANY FACTORS MAY AFFECT PROCESSING OR APPLICATION/USE, WE RECOMMEND THAT YOU MAKE TESTS TO DETERMINE THE SUITABILITY OF A PRODUCT FOR YOUR PARTICULAR PURPOSE PRIOR TO USE. NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, DATA OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, DATA OR INFORMATION MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, INFORMATION, DATA OR DESIGNS PROVIDED BE CONSIDERED A PART OF OUR TERMS AND CONDITIONS OF SALE. FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE DESCRIPTIONS, DESIGNS, DATA, AND INFORMATION FURNISHED BY BASF HEREUNDER ARE GIVEN GRATIS AND BASF ASSUMES NO OBLIGATION OR LIABILITY FOR THE DESCRIPTION, DESIGNS, DATA AND INFORMATION GIVEN OR RESULTS OBTAINED, ALL SUCH BEING GIVEN AND ACCEPTED AT YOUR RISK.

END OF DATA SHEET



McLaughlin Gormley King Company

PRODUCT CODE: 002822

MATERIAL SAFETY DATA SHEET

Vendetta™ Cockroach Gel Bait

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Revision Date: 9/11/2007

1. CHEMICAL PRODUCT AND COMPANY INFORMATION

Table with product details: PRODUCT CODE: 002822, EPA REG. NO.: 1021-1828, PRODUCT NAME: Vendetta™ Cockroach Gel Bait, PRODUCT DESCRIPTION: An insecticide formulation for killing cockroaches, CHEMICAL NAME: Mixture, MANUFACTURER: McLaughlin Gormley King Company, 8810 Tenth Avenue North, Minneapolis MN. 55427, TELEPHONE M-F, 8:00-4:30 CST, 14:00-22:30GMT: (800) 645-6466 or (763) 544-0341, MSDS & Product Information, 8:00-4:30 CST, 14:00-22:30 GMT: (800) 645-6466 or (763) 544-0341, CHEMTREC U.S. and CANADA: (800)-424-9300, CHEMTREC (ALL OTHER AREAS): (703) 527-3887, FOR INFORMATION REGARDING MEDICAL EMERGENCIES OR PESTICIDE INCIDENTS CALL THE INTERNATIONAL POISON CENTER AT: 1-888-740-8712 in U.S and CANADA or 952-852-9509 from all other areas

2. HAZARDS IDENTIFICATION

POTENTIAL HEALTH EFFECTS: EMERGENCY OVERVIEW

CAUTION. Causes moderate eye irritation. Avoid contact with eyes and clothing.

- EYES: Causes moderate eye irritation.
CHRONIC EFFECTS: None known.
CARCINOGENICITY: None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA or ACGIH as being carcinogens.

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

3. COMPOSITION / INFORMATION ON INGREDIENTS

Table with 5 columns: COMPONENT(s), CAS #, EXPOSURE LIMITS, SARA Title III Sec. 313 de minimus conc., % BY WEIGHT. Row 1: Abamectin, 071751-41-2, 0.02 mg/m³ (Supplier OEL), Not Applicable, 0.050. Includes footnotes for PEL, TLV, TWA, and STEL.

4. FIRST-AID MEASURES

FIRST AID PROCEDURES:

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

NOTE TO PHYSICIANS: None.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES:

FLASH POINT: >200 °F/ >93.3 °C METHOD: TAG Closed Cup

This product is NOT classified as flammable or combustible by OSHA.

LOWER FLAMMABLE LIMIT: not established. UPPER FLAMMABLE LIMIT: not established.

AUTOIGNITION TEMPERATURE: not established.

HAZARDOUS COMBUSTION PRODUCTS: Under fire conditions this product may support combustion and may decompose to give off toxic gases such as carbon monoxide, carbon dioxide, and nitrogen oxides.

EXTINGUISHING MEDIA: Foam, carbon dioxide, or dry chemical.

FIRE FIGHTING INSTRUCTIONS: Treat as an oil fire. Keep personnel removed and upwind of fire. Use a full-faced self-contained breathing apparatus along with full protective gear. Keep nearby containers and equipment cool with a water spray. Contain the run-off, if possible, for proper disposal.



McLaughlin Gormley King Company

PRODUCT CODE: 002822

MATERIAL SAFETY DATA SHEET

Vendetta™ Cockroach Gel Bait

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6. ACCIDENTAL RELEASE MEASURES:

SMALL SPILL: Remove gel material from surface and place in a container for disposal.

Table with 3 columns: INGREDIENT (None), RCRA ID#, CERCLA RQ-VALUE

RCRA/EPA WASTE INFORMATION: None of the ingredients in this product appear on the RCRA lists (40 CFR 261.24, 40 CFR 251.33) or CERCLA Hazardous Substance List (40 CFR Part 302 Table 302.4).

7. HANDLING AND STORAGE

GENERAL PROCEDURES: DO NOT USE IN OR AROUND ELECTRICAL EQUIPMENT DUE TO THE POSSIBILITY OF SHOCK HAZARD.
HANDLING: Take prudent precautions to avoid contact with eyes. Do not contaminate water, food or feedstuffs by storage, handling or by disposal. Read and observe all precautions and instructions on the label.
STORAGE: Store in a cool, dry place. Keep container closed. KEEP OUT OF REACH OF CHILDREN.
WORK HYGIENIC PRACTICES: DO NOT SMOKE, EAT, DRINK OR APPLY COSMETICS IN WORK AREA! Wash Promptly if skin becomes contaminated. Wash at the end of each work shift and before eating, smoking and using the toilet.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMITS: Not established by OSHA or ACGIH (see Section 2 for individual components).
EYE PROTECTION: Take prudent precautions to avoid contact with eyes.

9. PHYSICAL AND CHEMICAL PROPERTIES

Table with 4 columns: APPEARANCE, ODOR, PHYSICAL STATE, VAPOR PRESSURE, VAPOR DENSITY, BOILING POINT, VOC, MELTING POINT, SOLUBILITY IN WATER, SPECIFIC GRAVITY, COLOR, (GARDNER), pH, VISCOSITY, REFRACTIVE INDEX

10. STABILITY AND REACTIVITY

CHEMICAL STABILITY: Stable.
HAZARDOUS DECOMPOSITION PRODUCTS: NO, NO2, CO, CO2 gases
INCOMPATIBILITY: Strong acidic or alkaline materials.
HAZARDOUS POLYMERIZATION: Will not occur.

11. OTHER INFORMATION

HMIS RATINGS:
We assign HMIS ratings to this product based on the hazards of its ingredient(s). Since the customer is most aware of the applications and conditions of use, he must ensure that the proper personal protective equipment is provided consistent with information contained in Section's 7 and 8 of this MSDS.
HMIS RATINGS: Health 1, Flammability 1, Reactivity 1

The data contained herein are based on information currently available to McLaughlin Gormley King Company and, to the best of our knowledge, are accurate and based on sound expert opinion. Our statements herein, however, are not to be taken as a warranty or representation for which McLaughlin Gormley King Company assumes legal responsibility.

Material Safety Data Sheet prepared by T. Azzivitto



## MATERIAL SAFETY DATA SHEET

Syngenta Crop Protection, LLC  
Post Office Box 18300  
Greensboro, NC 27419

In Case of Emergency, Call  
1-800-888-8372

### 1. PRODUCT IDENTIFICATION

Product Name: **WEATHERBLOK XT** Product No.: A12720G  
EPA Signal Word: Caution  
Active Ingredient(%): Brodifacoum Technical (0.005%) CAS No.: 56073-10-0  
Chemical Name: 3-[3-(4'-bromo[1,1'-biphenyl]-4-yl)-1,2,3,4-tetrahydro-1-naphthalenyl]-4-hydroxy-2H-1-benzopyran-2-one  
Chemical Class: A coumarin-type anticoagulant rodenticide  
EPA Registration Number(s): 100-1055 Section(s) Revised: 14

### 2. HAZARDS IDENTIFICATION

#### Health and Environmental

Slightly irritating to the eyes. The active ingredient is designed to cause bleeding after repeated ingestion.

#### Hazardous Decomposition Products

None known.

#### Physical Properties

Appearance: Blue solid  
Odor: Slight cereal and wax odor

#### Unusual Fire, Explosion and Reactivity Hazards

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Material	OSHA PEL	ACGIH TLV	Other	NTP/IARC/OSHA Carcinogen
Paraffin Wax	Not Established	2 mg/m <sup>3</sup> TWA (fume)	2 mg/m <sup>3</sup> TWA (fume) **	No
Oat Flour	10 mg/m <sup>3</sup> PEL	4 mg/m <sup>3</sup> TLV	Not Established	No
Brodifacoum Technical (0.005%)	Not Established	Not Established	0.002 mg/m <sup>3</sup> TWA ***	No

\*\* recommended by NIOSH

\*\*\* Syngenta Occupational Exposure Limit (OEL)

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.  
Syngenta Hazard Category: D

### 4. FIRST AID MEASURES

Have the product container, label or Material Safety Data Sheet with you when calling Syngenta (800-888-8372), a poison control center or doctor, or going for treatment.

- Ingestion: If swallowed: Call Syngenta (800-888-8372), a poison control center or doctor immediately for treatment advice. Have the person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so after calling 800-888-8372 or by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
- Eye Contact: If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eye. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.
- Skin Contact: If on skin or clothing: Take off contaminated clothing. Wash skin with soap and water.
- Inhalation: Not applicable.

#### Notes to Physician

This product contains anticoagulants with an effect similar to warfarin in that they act by interfering with the synthesis of prothrombin. The specific measure of effect is the prothrombin time. Note this may not become prolonged until 12-18 hours after ingestion. The specific antidote is Vitamin K1 (Phytomenandione BP).

Antidote must be administered under medical supervision. Initially, antidote should be given by injection (10-20 mg, or 0.25 mg/kg for children, by slow intravenous infusion at a rate not exceeding 1 mg/minute. In severe cases the use of fresh frozen plasma may be required). Maintenance treatment is given orally (40 mg/day in divided doses for adults; up to 20 mg/day in divided doses for children). The prothrombin time and the hemoglobin should be monitored. Patients should be kept under medical supervision until the prothrombin time has been normal for 3 consecutive days. Oral treatment may need to be continued for several months (20 mg/day in divided doses for adults, and up to 20 mg/day in divided doses for children). (For animal cases the dose is 2-5 mg/kg).

Each 20 g bar contains 1 mg of brodifacoum.

Further information is available from the Syngenta emergency number provided in this document.

#### Medical Condition Likely to be Aggravated by Exposure

As stated above this product contains anticoagulants with an effect similar to that of warfarin. The anticoagulant interferes with the synthesis of prothrombin. Significant exposure (e.g. ingestion) can cause anticoagulation effects and could aggravate existing blood clotting disorders.

### **5. FIRE FIGHTING MEASURES**

#### Fire and Explosion

Flash Point (Test Method):	> 375°F (paraffin wax) Method: PMCC
Flammable Limits (% in Air):	Lower: Not Applicable Upper: Not Applicable
Autoignition Temperature:	Not Available
Flammability:	Not Applicable

#### Unusual Fire, Explosion and Reactivity Hazards

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

#### In Case of Fire

Use dry chemical, foam or CO2 extinguishing media. Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion. Prevent use of contaminated buildings, area, and equipment until decontaminated.

### **6. ACCIDENTAL RELEASE MEASURES**

#### In Case of Spill or Leak

Control the spill at its source. Clean up spills immediately, observing precautions outlined in Section 8. Sweep up material and place in a compatible disposal container. Once all material is collected, seal container and arrange for disposition.

### **7. HANDLING AND STORAGE**

Store the material in a well-ventilated, secure area out of reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.

FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.

- Ingestion: Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.
- Eye Contact: Eye protection is not required for normal handling. Where eye contact is likely, wear tight-fitting chemical goggles.
- Skin Contact: Gloves are not required for normal handling. Where heavy contact is likely, wear chemical resistant (such as nitrile or butyl) gloves.
- Inhalation: Respiratory protection is not required for normal handling. In the event of an unusual dust exposure, use engineering controls or a NIOSH-certified particulate respirator (N, P, R or HE filter) to keep exposure below the Occupational Exposure Limit.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

- Appearance: Blue solid
- Odor: Slight cereal and wax odor
- Melting Point: 130 °F (paraffin wax)
- Boiling Point: Not Applicable
- Specific Gravity/Density: 1.15 g/ml
- pH: Not Available

### Solubility in H<sub>2</sub>O

- Brodifacoum Technical: Insoluble

### Vapor Pressure

- Brodifacoum Technical: 6 x 10<sup>(-6)</sup> mmHg @ 68°F (20°C)

## 10. STABILITY AND REACTIVITY

- Stability: Stable under normal use and storage conditions.
- Hazardous Polymerization: Will not occur.
- Conditions to Avoid: None known.
- Materials to Avoid: None known.
- Hazardous Decomposition Products: None known.

## 11. TOXICOLOGICAL INFORMATION

### Acute Toxicity/Irritation Studies (Finished Product)

- Ingestion: Oral (LD50 Rabbit) : > 5000 mg/kg body weight
- Dermal: Dermal (LD50 Rat) : See "Other Toxicity Information", Sec. 11
- Inhalation: Inhalation (LC50 Rat) : See "Other Toxicity Information", Sec. 11
- Eye Contact: See "Other Toxicity Information", Sec. 11
- Skin Contact: See "Other Toxicity Information", Sec. 11
- Skin Sensitization: Not Available

### Reproductive/Developmental Effects

Brodifacoum Technical: Not teratogenic, embryotoxic or fetotoxic in rats or rabbits at doses up to 0.02 mg/kg/day - the dose causing excessive maternal toxicity.

Non-genotoxic in a range of assays.

#### Chronic/Subchronic Toxicity Studies

Brodifacoum Technical: The biological half-life for brodifacoum in body tissue in rats is > 100 days. Adverse clinical effects can develop from body accumulation. Prolonged prothrombin time, depression, pallor, subcutaneous hemorrhage, bleeding of nose or gums, gastrointestinal hemorrhage, cerebral hemorrhage, shock and death can develop following exposures.

No neurotox studies have been conducted.

#### Carcinogenicity

Brodifacoum Technical: Unlikely to be carcinogenic.

#### Other Toxicity Information

Systemically toxic concentrations of this product will probably not be absorbed through human skin.

Because this product is a wax block, inhalation is not expected to be a normal route of exposure.

No irritation is likely to develop following contact with human eyes.

Irritation will probably not develop following contact with human skin.

Effects of overexposure are those of anticoagulant overdose, i.e., reduced blood clotting ability with spontaneous bleeding in various organs. Body accumulation can result from repeated exposures since the half-life of brodifacoum is > 100 days. Individuals with blood clotting disorders may be more susceptible to overexposure effects.

#### Toxicity of Other Components

##### Oat Flour

In normal use this product does not present a serious health risk and ingestion has no adverse effects.

##### Paraffin Wax

Inhalation of fumes may cause nausea and irritation. Good laboratory procedures are recommended when handling this compound. This is expected to be a low hazard for usual industrial handling.

#### Target Organs

##### Active Ingredients

Brodifacoum Technical: Blood

##### Inert Ingredients

Oat Flour: Lung

Paraffin Wax: Not Applicable

## 12. ECOLOGICAL INFORMATION

#### Ecotoxicity Effects

Brodifacoum Technical:

Fish (Rainbow Trout) 96-hour LC50 0.02 ppm

Invertebrate (Water Flea) Daphnia Magna 48-hour EC50 0.98 ppm

Bird (Mallard Duck) 21-day LD50 0.26 mg/kg

#### Environmental Fate

Brodifacoum Technical:

The information presented here is for the active ingredient, brodifacoum.

Not persistent in soil. Stable in water. Immobile in soil. Sinks in water (after 24 h).

## 13. DISPOSAL CONSIDERATIONS

#### Disposal

Do not reuse empty container except for holding additional product.

Characteristic Waste: Not Applicable

Listed Waste: Not Applicable

#### 14. TRANSPORT INFORMATION

DOT Classification

Ground Transport - NAFTA  
Not regulated.

Comments

Water Transport - International  
Not regulated.

Air Transport  
Not regulated.

#### 15. REGULATORY INFORMATION

EPCRA SARA Title III Classification

Section 311/312 Hazard Classes: Acute Health Hazard

Section 313 Toxic Chemicals: Not Applicable

California Proposition 65

Not Applicable

CERCLA/SARA 302 Reportable Quantity (RQ)

None

RCRA Hazardous Waste Classification (40 CFR 261)

Not Applicable

TSCA Status

Exempt from TSCA, subject to FIFRA

#### 16. OTHER INFORMATION

NFPA Hazard Ratings

Health: 1  
Flammability: 1  
Instability: 0

HMIS Hazard Ratings

Health: 1  
Flammability: 1  
Reactivity: 0

0	Minimal
1	Slight
2	Moderate
3	Serious
4	Extreme

For non-emergency questions about this product call:

1-800-334-9481

Original Issued Date: 9/20/2000

Revision Date: 2/4/2011

Replaces: 7/16/2010

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.

End of MSDS

# Plunkett's *Pest Control*

*Earning Your Trust Since 1915*

September 20<sup>th</sup> 2011

Robert,  
Here is the information you requested.

1.7.2 Plunketts will perform once per month pest control service to the bus barn including entry ways, break areas, rest rooms and offices on request.

Let me know if you need additional information.

Thanks,

Ken Petrmichl

Plunketts Pest Control

402-660-0301

Ken.petrnichl@plunketts.net

## SPECIFICATIONS

### PEST MANAGEMENT SERVICES - STARTRAN

#### 1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this bid to select a vendor to provide comprehensive Pest Control Services for buildings operated by the City of Lincoln Transit System, hereinafter referred to as StarTran , located at 710 J Street, Lincoln, NE.
  - 1.1.1 Pest Control Services is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices.
  - 1.1.2 There are two buildings that will be serviced under this contract with specific uses.
    - 1.1.2.1 There is 9,000 square feet of office space and a total of 55,000 square feet of maintenance/garage space.
    - 1.1.2.2 There are no kitchen prep locations in either building.
- 1.2 Awarded Vendor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, pest removal and pest prevention components of this service control program.
- 1.3 Vendor Representatives working in or around the buildings specified in this contract must wear distinctive uniforms identifying the name of their employer.
- 1.4 Vehicles used by Vendor must be identified in accordance with State and local regulations.
- 1.5 All services provided under this contract shall be performed during regular business hours (8:00 - 4:00 pm, Monday - Friday, Excluding Holidays)
- 1.6 Beyond routine services, corrective, special or emergency services may be required.
  - 1.6.1 Vendor shall respond to these exceptional circumstances and complete the necessary work within twenty-four (24) hours after receipt of the request.
  - 1.6.2 Certain areas within buildings may require special instructions for persons entering them.
    - 1.6.2.1 Any restrictions associated with these special areas will be explained by a StarTran designee.
- 1.7 Vendor shall provide the following documents as part of their bid response by attaching the information requested to the Response Attachment section of their ebid response:
  - 1.7.1 Current Labels and Material Safety Data Sheets for all pesticides that will potentially be used in the pest control program.
  - 1.7.2 A schedule of routine pest control inspections for each building serviced under this contract, including frequencies of inspections, areas at each facility to be given special attention (e.g., food storage, washrooms, entryways, custodial closets, mechanical rooms, etc.) and specific day(s) of the week on which the inspections will be performed.

- 1.7.2.1 StarTran is currently receiving monthly service. The last service invoice indicates that 16 oz. of the chemical I-cyhalothrin was sprayed in the building at a rate of 1gal/ 1,000 sq. feet.
- 1.7.3 A photocopy of the State-issued Commercial Pesticide Applicator License for every Contractor performing on-site pest control service under this contract and a photocopy of the State-issued Commercial Pesticide Applicator Certificate for every pest management professional performing on-site pest control service.
  - 1.7.3.1 Service Provider will review and update plan annually, including updating MSDS/labels as needed.
- 1.8 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.9 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
  - 1.9.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda as needed.
  - 1.9.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.9.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.10 Startran receives funding from the Federal Government for the operation of their program.
  - 1.4.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
  - 1.4.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.11 A Pre-bid meeting will be held on Wednesday, September 7, 2011 at 9:00am at the StarTran Office, 710 J Street, Lincoln, NE., meeting in the entryway on the South side of the building.

## **2. PEST CONTROL SPECIFICATIONS**

- 2.1 Vendor must be an approved or licensed pest control company in the State of Nebraska.
  - 2.1.1 Vendor must have a minimum of five (5) years continuous experience during which time pest control services has been the primary business service.
  - 2.1.2 Vendor must follow all applicable Local, State and Federal laws and guidelines for the handling and application of chemicals and traps in the function of Pest Control Services.
- 2.2 Vendor shall be responsible for the control of rodents and insects at the StarTran facility.
  - 2.2.1 Vendor must outline the procedure it will use for the control of insects and rodents inside the building and it's perimeter.
    - 2.2.1.1 This procedure/information shall be typed on company letterhead and attached to the response attachment section of the bid.

- 2.2.1.2 Rodent and insect control must be performed on the interior and exterior of buildings.
    - 2.2.1.3 Rodents consist of, but are not limited to, crawling insects, ants, mice, spiders, recluse spiders, crickets, pigeons, and roaches.
  - 2.3 Vendor must provide monthly inspection services and any application materials with the option to reduce or add frequencies of service.
    - 2.3.1 In the event that insects or rodents are still present following the monthly treatment, the designee shall contact Vendor for another treatment at no cost to requested facility.
      - 2.3.1.1 Such additional treatments shall be completed within 24 hours of call from location contact designee.
  - 2.4 Acceptable forms of pest control include but are not limited to: chemical spraying, glue boards, tamper resistant rodent bait stations and multi-catch traps.
  - 2.5 Vendor must maintain a monthly record of services provided at the facility.
    - 2.5.1 Record must show the date and type of service performed each month, MSDS sheets for all chemicals used and locations of all traps in and out of building along with a copy of the Commercial Pesticide Applicator Licenses and Certificates.
    - 2.5.2 Such record shall be kept in the office of the designee with his or her initials on each date to verify that service was performed according to contract.
  - 2.6 Vendor shall point out any areas of concern regarding pest control to designee to avoid an infestation problem in the future.
  - 2.7 In the event additional services or items are required, Vendor must provide a written quote to the designee with proposal costs and terms prior to completing any services.
  - 2.8 The Vendor shall obtain and pay for all licenses, permits and inspection fees required for this project.
  - 2.9 No storage of pesticides allowed at the location.

### **3. CONTRACT TERM**

- 3.1 The initial contract term shall be two (2) years from the date of execution with the option to renew for one (1) additional two (2) year term upon written agreement by all parties.

### **4. INVOICING**

- 4.1 All invoices must be sent to the StarTran within ten (10) days of service.
  - 4.1.1 Invoices must include department, date, location of service, services provided and an account number.
  - 4.1.2 Location contact designee must sign off on any Vendor invoice or Service Ticket upon completion of monthly service.
    - 4.1.2.1 **Failure to get StarTran designee's signature shall result in non-payment for that month.**

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

E-Bid

### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stnds-spec/index.htm>

### 2. BID SECURITY

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

### 3. BIDDER'S REPRESENTATION

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

**4. CLARIFICATION OF BIDDING DOCUMENTS**

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

**5. ADDENDA**

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

**6. INDEPENDENT PRICE DETERMINATION**

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

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

**8. BRAND NAMES**

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

**9. DEMONSTRATIONS/SAMPLES**

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

**10. DELIVERY (Non-Construction)**

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

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

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

**12. ACCEPTANCE OF MATERIAL**

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

**13. BID EVALUATION AND AWARD**

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

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. **TERMS OF PAYMENT**

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

16. **LAWS**

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. **EQUIPMENT TAX ASSESSMENT**

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

18. **AFFIRMATIVE ACTION**

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. **LIVING WAGE**

19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. **INSURANCE**

20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

21. **EXECUTION OF AGREEMENT**

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

a. **PURCHASE ORDER**, unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.

4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. **TAXES AND TAX EXEMPTION CERTIFICATE**

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 Materials used for Water services are taxable per Reg. 066.14A and no exemption certificate will be issued.

23. **CITY AUDIT ADVISORY BOARD**

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. **E-VERIFY**

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

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

**B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

**C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
  - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

**4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

**5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

**6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

**CITY OF LINCOLN/STARTRAN  
RECYCLED PRODUCTS  
42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873**

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**CITY OF LINCOLN/STARTRAN**  
**ACCESS TO RECORDS AND REPORTS**

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>I Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on state pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

**CITY OF LINCOLN/STAR TRAN**  
**CIVIL RIGHTS REQUIREMENTS**  
29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**CITY OF LINCOLN/STAR TRAN**  
**ENERGY CONSERVATION REQUIREMENTS**

42 U.S.C. 6321 et seq.

49 CFR Part 18

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**CITY OF LINCOLN/STAR TRAN**  
**FEDERAL CHANGES**  
**49 CFR Part 18**

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**CITY OF LINCOLN/STARTRAN**  
**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)**  
**TERMS**  
**FTA Circular 4220.1E**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**CITY OF LINCOLN/ STARTRAN**  
**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**CITY OF LINCOLN/STARTRAN**  
**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**  
**AND RELATED ACTS**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**CITY OF LINCOLN/STARTRAN**  
**Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (*write in the name of the grantee*) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

# City of Lincoln - Bid Protest Procedures

1 of 2

2.18.035

(5) To those bidders who maintain a bona fide business office in the City of Lincoln, whose products may be made outside the confines of the County of Lancaster;

(6) To those bidders who maintain a bona fide business office in the County of Lancaster, whose products may be made outside the confines of the County of Lancaster;

(7) To those bidders whose commodities are manufactured, mined, produced or grown within the State of Nebraska and to all firms, corporations, or individuals doing business as Nebraska firms, corporations, or individuals when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(8) To those bidders whose commodities are manufactured, mined, produced or grown within the United States of America and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(l) In case of actual emergency, and with the consent of the Purchasing Agent, the head of any using agency may purchase directly any supplies whose immediate procurement is essential to prevent delays in the work of the using agency. The head of such using agency shall send to the Purchasing Agent a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency.

(m) The Purchasing Agent shall prescribe by rules and regulations the procedure under which emergency purchases by heads of using agencies may be made.

(n) The Purchasing Agent shall have the authority with approval of the Mayor to declare vendors who default on their bids and contracts irresponsible bidders and to disqualify them from receiving any business from the municipality for a stated period of time.

(o) The Purchasing Agent shall have the authority to join with other units of government in cooperative purchasing when the best interests of the city would be served thereby; provided, however, such purchases shall be made to the extent possible by giving notice and preference to qualified local bidders in accordance with the rules and regulations established in this chapter and the policies of the Purchasing Division.

(p) The Purchasing Agent shall keep a commodity record showing commodities purchased, from whom purchased, and the price paid. (Ord. 17697 §2; July 17, 2000: prior Ord. 17044 §1; August 19, 1996: Ord. 15980 §2; September 30, 1991: Ord. 15384 §3; January 8, 1990: P.C. §2.44.030: Ord. 13561 §1; March 21, 1983: Ord. 12934 §1; June 9, 1980: Ord. 12472 §1; January 8, 1979: Ord. 12327 §1; June 19, 1978: Ord. 9036 §3; June 13, 1966).

## 2.18.035 Bid Protests; Definitions; Appeals Board; Fees.

### (a) Definitions.

(1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.

(2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.

(3) Protester shall mean an interested party who has filed a protest pursuant to subsection (b).

(4) Procurement Appeals Board shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.

(b) Right to Protest. An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the

*Cont'd bid protest*

bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest".

The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A statement of reasons for the protest;
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Upon timely receipt of a protest, the City shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Mayor has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.

(d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of \$500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester filing the appeal. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from an protester, the Finance Director shall convene the Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the City.

Within ten working days of hearing such appeal, the Board shall submit its findings and recommendations to the Mayor. If all five members are present, an affirmative vote of three shall be required to pass the recommendation on to the Mayor. If only three members are present, only an affirmative vote of two shall be required to pass the recommendation on to the Mayor. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the Mayor without Procurement Appeals Board action.

No determination by the Board concerning an issue of law or fact shall be final or binding on the City.

(e) Finality of Decision. The Mayor shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The Mayor's decision shall be final and binding upon the City. (Ord. 18495 §1; January 31, 2005; prior Ord. 16442 §1; August 9, 1993).

#### 2.18.040 Surplus or Obsolete Stock.

All using divisions shall submit to the Purchasing Agent reports showing stocks of supplies or equipment which are no longer used or which have become obsolete, worn out, or scrapped.

The Purchasing Agent shall have authority to sell all supplies or equipment which have become unsuitable for public use, or to exchange the same for, or trade in the same on new supplies or equipment. Sales under this section shall be made to the highest responsible bidder.

The Purchasing Agent shall have authority to transfer the declared surplus stock of one using division to another using division which may have need for its use. (Ord. 15384 §4; January 8, 1990; P.C. §2.44.040; Ord. 9036 §4; June 13, 1966).

CITY OF LINCOLN/STAR TRAN  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
WITHOUT CONTRACT GOAL  
49 CFR Part 26

**Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **9.3 %**. A separate contract goal **has not** been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **City of Lincoln/StarTran** deems appropriate. Each Subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful Bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City of Lincoln/StarTran**. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Lincoln/StarTran and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify **City of Lincoln/StarTran**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **City of Lincoln/StarTran**.



# Nebraska Resale or Exempt Sale Certificate

FORM  
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	City of Lincoln		Name	Plunkett's Pest Control	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	4700 N. 56th St.	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln,	NE	68504

**Check Type of Certificate**

Single Purchase     Blanket    If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One     Purchase for Resale (Complete Section A)     Exempt Purchase (Complete Section B)     Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:     Wholesaler     Retailer     Manufacturer     Lessor  
of    Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number    01-

or Foreign State Sales Tax Number    State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category    1    (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased    Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number.    05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold    Date of Seller's Original Purchase    Was Tax Paid when Purchased by Seller?    Was Item Depreciable?  
 YES     NO     YES     NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is:    01-

**2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_:** (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign  
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials, supplies, labor & service used for the WATER Division of the City of Lincoln. Said services are taxable per Reg. 066.14A or applicable laws.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2011

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 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).

<b>PRODUCER</b> Cretcher Heartland, LLC 4551 W. 107th St., Third Floor Overland Park KS 66207	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 913.341.8998      FAX (A/C, No): 913.341.2923 E-MAIL ADDRESS: tbebout@cretcherheartland.com	
	PRODUCER CUSTOMER ID #: PLUNK-1	
<b>INSURED</b> Plunkett's Pest Control, Inc. 40 N.E. 52nd Way Fridley MN 55421	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
	<b>INSURER A:</b> Philadelphia Indemnity Co.      18058	
	<b>INSURER B:</b> United Wisconsin Insurance Co      29157	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 1535261567      **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.

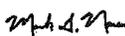
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK662143	1/1/2011	1/1/2012	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK662143	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0400104090	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

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

RE: ALL LOCATIONS AND OPERATIONS.  
City of Lincoln, Nebraska as additional insured

### CERTIFICATE HOLDER

### CANCELLATION

City of Lincoln 440 So 8th Street Suite 200, Southwest Wing Lincoln NE 68508	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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