



RETURN INVITATION TO BID:

GSD/PD (Rev. 03/14)

City of Carlsbad

(Hand Deliver, FedEx and UPS Only)

101 N. Halagueno, Room 114

Carlsbad, NM 88220

(Standard Mail Only)

PO Box 1569

Carlsbad, NM 88221-1569

Invitation to Bid

Title:

Bid number: 2018-03

Agency requested delivery: As Requested

Commodity code(s): 87567, 91059

Commodity Name: Bird Exclusion and Abatement

Bid Type : Formal Sealed Bid Opening

Place: 101 N. Halagueno, Carlsbad, NM 88220

Bid opening date: 3/16/18

Time: 2:30 p.m.

Room # 204

Ship To:
(Various Locations)

Invoice:

City of Carlsbad
c/o Accounts Payable
PO Box 1569
Carlsbad, NM 88221-1569

If you have questions regarding this Bid, please contact:

Procurement Manager: Matt Fletcher, CPO

Email - msfletcher@cityofcarlsbadnm.com

Telephone No.: 575-234-7905

Bidder MUST complete and sign the following in order for Bid to be valid:

Company name: _____

Address: _____

Telephone no. : _____

Federal tax ID#: _____

Signature: _____

Print or type name: _____

Additional Bidder Information

Applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans, and contractors will have to obtain preference number(s) with the NM Department of Taxation & Revenue. In order for the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and vendor must submit a copy of their preference certificate with each solicitation. Applications are available for download at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Veterans Only: The Resident Veterans Preference Certification enclosed herein **must** be completed and returned with bid in order to receive the preference.

E-mail: _____

Payment terms: Net 30 days

FOR MAILED-IN BIDS: Important- bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. (Note: "No Bid" does not require a return of this document.) Sealed bids will be received at the above address until the above specified date and local time, and then publicly opened at the location specified above.

This Bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

If applicable, Bidder acknowledges receipt of the following amendments(s):

Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

City of Carlsbad
Purchasing Department
Standard Terms and Conditions
(Unless otherwise specified)

1. **General:** When the City of Carlsbad Chief Procurement Officer or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.
4. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within thirty (30) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The City of Carlsbad Procurement Officer or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The City purchase order number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: purchase order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the City of Carlsbad Accounts Payable Department and NOT the City Procurement Officer. .
11. **Default:** The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such

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causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City Procurement Officer or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the City of Carlsbad must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the City of Carlsbad in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope and returned to the City of Carlsbad Procurement Officer. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The City shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the City of Carlsbad upon request. The City shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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Awards

Determination of Lowest Bidder-Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The City of Carlsbad reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City of Carlsbad.

The City Procurement Officer or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City of Carlsbad.

Special Notice-To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the City Procurement Officer or his/her designee.

F.O.B. Destination- Means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Matt Fletcher, CPO (575-234-7905) of this office at least five (5) working days prior to the scheduled bid opening.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the City exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

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D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE 0-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE 0-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent repayment submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the City of Carlsbad Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PEJ0-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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TERMS AND CONDITIONS:

1. Bid prices shall remain firm for the duration of the contract term.
2. Bid pricing must be exclusive or any applicable gross receipts tax.
3. The term of the contract shall be 1 year, renewable annually up to 3 additional years.
4. The City has the right to terminate the agreement at any time, if funding is unavailable, the performance of the contract is unsatisfactory, or no longer deemed necessary.
5. Bids must be received in a sealed envelope or package.
6. Bids must be clearly marked on the outside of the envelope: "Bid No. 2018-03"
7. Bids must be received by the due date and time indicated on the bid form. Late bids will not be accepted.
8. Bidder must provide a copy of a current pesticide applicator's license and City of Carlsbad business license.
9. The campaign contribution form must be submitted with your bid, even if no contributions were made. Failure to return the signed campaign contribution form will disqualify the bid from consideration.
10. The financial interest disclosure statement must be submitted with your bid. Failure to do so will disqualify the bid from consideration.
11. Proof of liability insurance coverage in the minimum amount of \$1,000,000 must be provided with the bid.
12. In order to receive credit for any applicable resident business preference, a copy of the Resident Business Preference Certificate must be included with the bid submittal.
13. The City Council reserves the right to reject any or all bids received and, in the case of ambiguity or lack of clearness, to determine the best bid or to reject the same.
14. The Procurement Code, Sections 13-1-128 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities or kickbacks.

SCOPE OF WORK

The City of Carlsbad desires the exclusion and abatement of the pigeon population from City buildings utilizing Avitrol as a bird repellent in addition to OvoControl for population control.

1. BIRD REPELLENT

Use of regular strength AVITROL whole corn products as a flock repellent. ***Technical data sheets as well as safety data sheets have been provided in the bid documents.***

a) DESCRIPTION

Avitrol is used as a chemical frightening agent to remove pest birds from a given location. Avitrol as applied is a chemically treated grain bait. The active ingredient in Avitrol baits, 4-aminopyridine, is an acute oral toxicant which acts on the central nervous system and the motor nervous system.

b) MODE OF ACTION

Avitrol causes behaviors similar to an epileptic seizure. Birds eating the treated bait will emit distress signals used by their species when they are frightened or injured. This may include flying erratically, vocalizing, trembling, dilation of the pupils and other symptoms. This will frighten the flock and cause it to leave the site.

c) HUMANENESS

By using less bait, flocks can be frightened away from sites with little or no mortality. The active ingredient in Avitrol, 4-aminopyridine, is a potassium (k) channel blocker and the birds affected are not in pain. There has also been no secondary poisonings with Avitrol, a fact which is confirmed by U.S. Fish and Wildlife Service studies.

2. POPULATION CONTROL

Use of OvoControl for controlling the pigeon population. ***Technical data sheets as well as safety data sheets have been provided in the bid documents.***

- a) OvoControl is a ready-to-use bait that interferes with the reproduction of treated birds, causing the population to decline through attrition. This effective and humane technology is especially useful for managing pigeon flocks in larger areas without having to resort to poisons and their associated risks.
- b) OvoControl® (nicarbazin 0.5%) represents birth control for birds. This method of pigeon control reduces the overall bird burden at treated sites. OvoControl P helps solve the problem at the source with a long-term population control program.
- c) Registered by EPA (Reg. No. 80224-1) and approved in 49 states (New Hampshire is missing), OvoControl is ideal for large areas where some pigeons can be tolerated but where a substantially reduced population is desired. OvoControl is non-hazardous and is advocated by the Humane Society of the United States (HSUS), American Society for the Prevention of Cruelty to Animals (ASPCA), Audubon and Peregrine Fund.

3. APPLICATION OF TREATMENT

- a) Application should be conducted by a properly licensed pest control management firm and/or individual.
- Contractor must provide a copy of its current pesticide applicator's license with the bid submittal.
- b) Each City building listed should be treated twice per week or as often as needed to produce an effective outcome.
- c) Pre-baiting shall be performed utilizing whole corn for a minimum of two to four weeks or as long as necessary.
- d) Following the pre-baiting period, the contractor will begin utilizing the Avitrol and OvoControl products using 18" – 24" baiting trays.
- e) Any dead or dying birds should be removed as soon as possible upon discovery in accordance with local and label regulations.
- f) Once the problematic flock has been successfully deterred from the buildings, the contractor will follow up on a regular basis and take measures to prevent new flocks from roosting in the same location.

4. BILLING AND PAYMENT FOR SERVICES

- a) Contractor shall invoice the City once per month for the total sum of treatment for all five buildings.
- b) Invoices must be submitted for work already completed. The City cannot pay for services in advance.
Example – Services performed in January would be invoiced and sent to the City in February.
- c) The City shall pay invoices for contracted services within 30 days of receipt.
- d) Invoices may be submitted to:

City of Carlsbad
PO Box 1569
Carlsbad, NM 88220

Or

Email Address: invoices@cityofcarlsbadnm.com

**CITY OF CARLSBAD
BID FORM**

Any questions regarding bid specifications should be directed to the Purchasing Manager, Room 114, 101 N. Halagueno St., Carlsbad, NM (575) 234-7905.

We submit the following bid monthly services:

SCOPE OF WORK	Monthly Cost of Treatment per Building
<p>Bi-weekly Bird Management Program for Pigeons using both Avitrol and OvoControl bird management products, applied by a professional applicator, licensed in the State of New Mexico.</p> <p>Buildings to be treated:</p> <ol style="list-style-type: none"> 1. Municipal Building – 101 N. Halagueno St. 2. Municipal Annex – 114 S. Halagueno St. 3. Police Department – 602 W. Mermod St. 4. Fire Station #1 includes - 405 & 409 S. Halagueno St. 5. Museum/Library – 101 S. Halagueno St. <p>Total Monthly Charge to the City (excluding NMGRT)</p>	<p>**Please provide an itemized price listing for each building to be treated and one grand total (per month) for all (5) five buildings.</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

BIDDER INFORMATION (Please fill out completely)

Name of Company or Individual Submitting Bid

Signature

Address

Print Name

City, State, Zip Code

Telephone Number

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Important Bidding Information

All Bidders must notify the City Procurement Officer or his/her designee if any employee(s) of the City or elected City officials have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

Bid tabulations will be posted to our website approximately twenty-four (24) hours after bid opening date. To access go to <http://www.cityofcarlsbadnm.com/purchasing.cfm>

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid, it is requested that his opinion be made known to the City Procurement Officer or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the City Procurement Officer or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The City Procurement Officer or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Name(s) of Applicable Public Official(s) if any:

Contribution Made By:

Relation to Prospective Contractor:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

New Mexico Resident Business Preference

The State of New Mexico Procurement Code mandates a New Mexico Resident Business Preference on all bids and request for proposals (RFP).

Qualified resident businesses will be given a 5% preference on all bids. When bids are evaluated, New Mexico Businesses registered with the Department of Taxation and Revenue, will have its bid reduced by a factor of 5%.

Qualified resident businesses will be given a 5% preference on all RFP's. When proposals are evaluated, New Mexico resident businesses that are registered with the Department of Taxation and Revenue, will receive an additional points equivalent to 5% of the total points possible for award.

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans and contractors will have to obtain a preference number with the NM Department of Taxation & Revenue. For additional information please call 505-827-0951.

Qualifications

A. To receive a **resident business preference** pursuant to Section 13-1-21 NMSA 1978 or a **resident contractor preference** pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid **resident** business certificate or valid **resident** contractor certificate issued by the taxation and revenue department.

B. An application for a **resident** business certificate shall include an affidavit from a certified public accountant setting forth that the business is licensed to do business in this state and that:

(1) the business has paid property taxes or rent on real property in the state and paid at least one other tax administered by the state in each of the three years immediately preceding the submission of the affidavit;

(2) if the business is a new business, the owner or majority of owners has paid property taxes or rent on real property in the state and has paid at least one other tax administered by the state in each of the three years immediately preceding the submission of the affidavit and has not applied for a **resident** business or **resident** contractor certificate pursuant to this section during that time period;

(3) if the business is a relocated business, at least eighty percent of the total personnel of the business in the year immediately preceding the submission of the affidavit were **residents** of the state and that, prior to the submission of the affidavit, the business either leased real property for ten years or purchased real property greater than one hundred thousand dollars (\$100,000) in value in the state; or

(4) if the business is a previously certified business or was eligible for certification, the business has changed its name, has reorganized into one or more different legal entities, was purchased by another legal entity but operates in the state as substantially the same commercial enterprise or has merged with a different legal entity but operates in the state as substantially the same commercial enterprise.

C. An application for a **resident** contractor certificate shall include an affidavit from a certified public accountant setting forth that the contractor is currently licensed as a contractor in this state and that:

(1) the contractor has:

(a) registered with the state at least one vehicle; and

(b) in each of the five years immediately preceding the submission of the affidavit: 1) paid property taxes or rent on real property in the state and paid at least one other tax administered by the state; and 2) paid unemployment insurance on at least three full-time employees who are **residents** of the state; provided that if a contractor is a legacy contractor, the requirement of at least three full-time employees who are **residents** of the state is waived;

(2) if the contractor is a new contractor, the owner or majority of owners has paid property taxes or rent on real property in the state and has paid at least one other tax administered by the state in each of the five years immediately preceding the submission of the affidavit and has not applied for a **resident** business or **resident** contractor certificate pursuant to this section during that time period;

(3) if the contractor is a relocated business, at least eighty percent of the total personnel of the business in the year immediately preceding the submission of the affidavit were **residents** of the state and that, prior to the submission of the affidavit, the contractor either leased real property for ten years or purchased real property greater than one hundred thousand dollars (\$100,000) in value in the state; or

(4) if the contractor is a previously certified contractor or was eligible for certification, the contractor has changed its name, has reorganized into one or more different legal entities, was purchased by another legal entity but operates in the state as substantially the same enterprise or has merged with a different legal entity but operates in the state as substantially the same commercial enterprise.

D. The taxation and revenue department shall prescribe the form and content of the application and required affidavit. The taxation and revenue department shall examine the application and affidavit and, if necessary, may seek additional information to ensure that the business or contractor is eligible to receive the certificate pursuant to the provisions of this section. If the taxation and revenue department determines that an applicant is eligible, the department shall issue a certificate pursuant to the provisions of this section. If the taxation and revenue department determines that the applicant is not eligible, the department shall issue notification within thirty days. If no notification is provided by the department, the certificate is deemed approved. A certificate is valid for three years from the date of its issuance; provided that if there is a change of ownership of more than fifty percent, a **resident** business or **resident** contractor shall reapply for a certificate.

E. A business or contractor whose application for a certificate is denied has fifteen days from the date of the taxation and revenue department's decision to file an objection with the taxation and revenue department. The person filing the objection shall submit evidence to support the objection. The taxation and revenue department shall review the evidence and issue a decision within fifteen days of the filing of the objection.

F. If, following a hearing and an opportunity to be heard, the taxation and revenue department finds that a business or contractor provided false information to the taxation and revenue department in order to obtain a certificate or that a business or contractor used a certificate to obtain a **resident** business or **resident** contractor **preference** for a bid or proposal and the **resident** business or contractor did not perform the percentage of the contract specified in the bid or proposal, the business or contractor:

(1) is not eligible to receive a certificate or a **preference** pursuant to Section 13-1-21 or 13-4-2 NMSA 1978 for a period of five years from the date on which the taxation and revenue department became aware of the submission of the false information or the failure to perform the contract as specified in the bid or proposal; and

(2) is subject to an administrative penalty of up to fifty thousand dollars (\$50,000) for each violation.

G. In a decision issued pursuant to Subsection E or F of this section, the taxation and revenue department shall state the reasons for the action taken and inform an aggrieved business or contractor of the right to judicial review of the determination pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

H. The taxation and revenue department may assess a reasonable fee for the issuance of a certificate not to exceed the actual cost of administering the taxation and revenue department's duties pursuant to this section.

I. The state auditor may audit or review the issuance or validity of certificates.

J. For purposes of this section:

(1) "new business" means a person that did not exist as a business in any form and that has been in existence for less than three years;

(2) "new contractor" means a person that did not exist as a business in any form and that has been in existence for less than five years;

(3) "legacy contractor" means a construction business that has been licensed in this state for ten consecutive years; and

(4) "relocated business" means a business that moved eighty percent of its total domestic personnel from another state to New Mexico in the past five years.

History: 1953 Comp., § 6-5-32.1, enacted by Laws 1969, ch. 184, § 1; 1979, ch. 72, § 2; 2011 (1st S.S.), ch. 3, § 2.

Application of Preference

A. For the purposes of this section:

(1) "business" means a commercial enterprise carried on for the purpose of selling goods or services, including growing, producing, processing or distributing agricultural products;

(2) "formal bid process" means a competitive sealed bid process;

(3) "formal request for proposals process" means a competitive sealed proposal process, including a competitive sealed qualifications-based proposal process;

(4) "public body" means a department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the state or a political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule municipalities;

(5) "**resident** business" means a business that has a valid **resident** business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978; and

(6) "recycled content goods" means supplies and materials composed twenty-five percent or more of recycled materials; provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications.

B. When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a **resident** business to be five percent lower than the bid actually submitted.

C. When a public body makes a purchase using a formal request for proposals process:

(1) five percent of the total weight of all the factors used in evaluating the proposals shall be awarded to a **resident** business based on the **resident** business possessing a valid **resident** business certificate; or

(2) if the contract is awarded based on a point-based system, a **resident** business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the **resident** business possessing a valid **resident** business certificate.

D. When a joint bid or joint proposal is submitted by both **resident** and nonresident businesses, the **resident** business **preference** provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

E. When bids are received for both recycled content goods and non-recycled content goods, the public body shall deem the bids submitted for recycled content goods of equal quality to be five percent lower than the bids actually submitted. A bid calculation pursuant to this subsection for a **resident** business shall not also receive the bid calculation **preference** pursuant to Subsection B of this section.

F. The procedures provided in Sections 13-1-172 through 13-1-183 NMSA 1978 or in an applicable purchasing ordinance apply to a protest to a public body concerning the awarding of a contract in violation of this section.

G. This section shall not apply when the expenditure includes federal funds for a specific purchase.

History: 1978 Comp., § 13-1-21, enacted by Laws 1979, ch. 72, § 1; 1981, ch. 104, § 1; 1988, ch. 84, § 1; 1989, ch. 310, § 1; 1995, ch. 60, § 1; 1997, ch. 1, § 2; 1997, ch. 2, § 2; 1997, ch. 3, § 1; 2000, ch. 41, § 1; 2011 (1st S.S.), ch. 3, § 1.

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business

The representations made in the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



Avitrol is a bird management chemical registered for use as a flock frightening repellent. It is available at concentrations of 0.56%, 1.0% as the hydrochloride salt, and 0.3% as free base in a latex coating on grain baits. When ingested by a few birds, it produces reactions and voice that frightens the rest of the flock away. This material gives good control of blackbirds, cowbirds, starlings, crows, sparrows, pigeons, and seagulls. Pigeons can be controlled with little reaction by feeding most of the flock a very low concentration made by diluting the 0.5% material from 15 to 30 times with untreated grain. Pest birds usually readily accept Avitrol grain. In some cases, reacting birds may succumb; in others, reaction may occur, and the bird survive. It is not the purpose of Avitrol to kill the bird exposed, however.

PROPERTIES (Pure Chemical Compound)

Name	4-Aminopyridine
Melting Point	1580C
Odor	None
Color	Off-white
Reaction	Basic
Stability	Stable to light Free base darkens slowly in water
Solubility (approx.)	Hydrochloride more stable
Water	Hydrochloride 50%, free base 12%
Acetone	Very soluble
Acids	Soluble as the salts

Toxicity, Oral LD-50 (mg/kg)

Rats	32.5 for hydrochloride, 20 for free base
Dogs	3.7 for hydrochloride
Chickens (2 weeks)	10 for free base
Gulls	8 for free base
Sparrows	3.8 for free base
Starlings	5 for free base
Pigeons	7 for free base
Blackbirds	9 for free base
Vapor inhalation of free base for 2 weeks	Negative
Sub-acute at 1/2 LD-50 per day on chicks	Died on 40th day
Secondary poisoning on cat fed 51 sparrows in 4 days killed with 19 times the lethal dose of 1861	Negative
Percutaneous on rabbits	326 for hydrochloride

Toxicity, Sub-acute Oral (90-day Tests)

- Rats:** All animals in three graded groups fed 3, 30 and 300 parts per million respectively of 4-aminopyridine in their daily diet survived except for three animals in the highest dose group. None of the surviving rats in all three of the graded feeding groups showed any gross or microscopic tissue changes in the various organs examined. No apparent changes were found in the organs of the three animals in the highest dosage group, which died during the course of the study.
- Dogs:** Three groups of Beagle dogs were given 0.1, 1.0 and 3.0 milligrams of 4-Aminopyridine per day per kilogram of body weight, respectively. All animals survived except one dog in the highest dosage group.

AVITROL

Pest Bird Management

Alabama	MG	DSCC	CC	WC		Missouri	MG	DSCC	CC	WC	DSWC
Alaska	MG			WC		Montana	MG	DSCC	CC	WC	
Arizona	MG	DSCC	CC	WC	DSWC	Nebraska	MG	DSCC	CC	WC	
Arkansas	MG	DSCC	CC	WC	DSWC	Nevada	MG	DSCC	CC	WC	
California	MG		CC	WC		New Hampshire	MG	DSCC	CC	WC	
Colorado	MG	DSCC	CC	WC		New Jersey	MG	DSCC	CC	WC	DSWC
Connecticut	MG	DSCC	CC	WC		New Mexico	MG	DSCC	CC	WC	DSWC
Delaware	MG		CC	WC		New York	MG	DSCC	CC	WC	DSWC
Dist. of Columbia	MG	DSCC	CC	WC	DSWC	North Carolina	MG	DSCC	CC	WC	DSWC
Florida	MG	DSCC	CC	WC	DSWC	North Dakota	MG	DSCC	CC	WC	
Georgia	MG	DSCC	CC	WC	DSWC	Ohio	MG	DSCC	CC	WC	DSWC
Hawaii	MG		CC	WC		Oklahoma	MG	DSCC	CC	WC	DSWC
Idaho	MG		CC	WC		Oregon	MG	DSCC	CC	WC	DSWC
Illinois	MG	DSCC	CC	WC	DSWC	Pennsylvania	MG	DSCC	CC	WC	DSWC
Indiana	MG	DSCC	CC	WC	DSWC	Rhode Island	MG	DSCC	CC	WC	DSWC
Iowa	MG	DSCC	CC	WC	DSWC	South Carolina	MG	DSCC	CC	WC	
Kansas	MG	DSCC	CC	WC	DSWC	South Dakota	MG	DSCC	CC	WC	
Kentucky	MG	DSCC	CC	WC	DSWC	Tennessee	MG	DSCC	CC	WC	DSWC
Louisiana	MG	DSCC	CC	WC		Texas	MG	DSCC	CC	WC	DSWC
Maine	MG	DSCC	CC	WC	DSWC	Utah	MG	DSCC	CC	WC	
Maryland	MG	DSCC	CC	WC		Vermont	MG	DSCC	CC	WC	
Massachusetts	MG		CC	WC	DSWC	Virginia	MG	DSCC	CC	WC	DSWC
Michigan	MG	DSCC	CC	WC		Washington	MG	DSCC	CC	WC	DSWC
Minnesota	MG	DSCC	CC	WC		West Virginia	MG			WC	DSWC
Mississippi	MG		CC	WC		Wisconsin	MG	DSCC	CC	WC	
						Wyoming	MG	DSCC	CC	WC	

PEST BIRD	AVITROL PRODUCT	PRODUCT NUMBER
<u>HS</u> BB G CB S	CORN CHOPS-FINE	010
HS BB G CB S	CORN CHOPS-COARSE	012
<u>HS</u> BB G CB S P	MIXED GRAINS-RED SORGHUM, WHEAT, FINE CORN CHOPS	141
BB G CB S	DOUBLE STRENGTH CORN CHOPS-FINE	050
BB <u>G</u> CB S	DOUBLE STRENGTH CORN CHOPS-COARSE	052
<u>P</u>	WHOLE CORN	070

Boldface underlined letters indicate pest birds for which a product is preferred.

SAFETY DATA SHEET

AVITROL

Avitrol Mixed Grains
Avitrol Corn Chops
Avitrol Whole Corn

Section 1. Identification

GHS product identifier : Avitrol Mixed Grains US EPA Reg No. 11649-4: CD PCPA Reg. No. 12098
Avitrol Corn Chops US EPA Reg No. 11649-6: CD PCPA Reg. No. 12095
Avitrol Whole Corn US EPA Reg No. 11649-7: CD PCPA Reg. No. 12096

Product use : Pesticide

Supplier's details : Avitrol Corporation
7644 E 46th St
Tulsa, OK 74145, USA

company web address : www.avitrol.com

Emergency telephone number (with hours of operation) : 800-424-9300 (24 hours / 7 days a week)

Section 2. Hazards identification

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

Classification of the substance or mixture : COMBUSTIBLE DUSTS
Percentage of the mixture consisting of ingredient(s) of unknown toxicity: 99.5%

GHS label elements

Signal word : Warning

Hazard statements : May form combustible dust concentrations in air.

Precautionary statements

Prevention : Not applicable.

Response : Not applicable.

Storage : Not applicable.

Disposal : Not applicable.

Supplemental label elements : Keep container tightly closed. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Prevent dust accumulation.

Hazards not otherwise classified : Fine dust clouds may form explosive mixtures with air. Handling and/or processing of this material may generate a dust which can cause mechanical irritation of the eyes, skin, nose and throat.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Other means of identification : Not available.

CAS number/other identifiers

CAS number : Not applicable.

Product code : Not available.

Ingredient name	%	CAS number
4-Aminopyridine	0.5	504-24-5
Grain	99.5	-

Section 3. Composition/information on ingredients

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention if irritation occurs.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention if adverse health effects persist or are severe. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
- Skin contact** : Wash contaminated skin with soap and water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If the patient is conscious, induce vomiting with syrup of Ipecac (if not available, stimulate the back of the throat with finger). If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention if adverse health effects persist or are severe. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. If the patient is unconscious, maintain breathing and heart beat (CPR – Cardiopulmonary Resuscitation). Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : Exposure to airborne concentrations above statutory or recommended exposure limits may cause irritation of the eyes.
- Inhalation** : Exposure to airborne concentrations above statutory or recommended exposure limits may cause irritation of the nose, throat and lungs.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : May be harmful if swallowed.

Over-exposure signs/symptoms

- Eye contact** : Adverse symptoms may include the following:
irritation
redness
- Inhalation** : Adverse symptoms may include the following:
respiratory tract irritation
coughing
- Skin contact** : No specific data.
- Ingestion** : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.

Section 4. First aid measures

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use dry chemical, CO₂, water spray (fog) or foam.

Unsuitable extinguishing media : Do not use water jet.

Specific hazards arising from the chemical : Fine dust clouds may form explosive mixtures with air. Avoid generating dust; fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard. Grains will burn at higher temperatures.

Hazardous thermal decomposition products : carbon dioxide
carbon monoxide
chlorine
hydrogen chloride

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Do not breathe dust. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment. Dust Deposits should not be allowed to accumulate on surfaces, as these may form an explosive mixture if they are released into the atmosphere in sufficient concentration. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill : Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Vacuum or sweep up material and place in a designated, labeled waste container. Dispose of via a licensed waste disposal contractor. If unadulterated, product may be packaged in original container for use.

Section 6. Accidental release measures

- Large spill** : Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Vacuum or sweep up material and place in a designated, labeled waste container. Avoid creating dusty conditions and prevent wind dispersal. Dispose of via a licensed waste disposal contractor. Note: see Section 1 for emergency contact information and Section 13 for waste disposal. If unadulterated, product may be packaged in original container for use.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Do not ingest. Avoid contact with eyes, skin and clothing. Avoid breathing dust. Avoid the creation of dust when handling and avoid all possible sources of ignition (spark or flame). Prevent dust accumulation. Routine housekeeping should be instituted to ensure that dusts do not accumulate on surfaces. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Electrical equipment and lighting should be protected to appropriate standards to prevent dust coming into contact with hot surfaces, sparks or other ignition sources. Take precautionary measures against electrostatic discharges. To avoid fire or explosion, dissipate static electricity during transfer by grounding and bonding containers and equipment before transferring material. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. Shower at the end of each workday. See also Section 8 for additional information on hygiene measures.
- Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store apart from other pesticides, fertilizers, food or feed that may cause cross-contamination of odor or insect infestation. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

4-Aminopyridine

None.

Grain dust

OSHA PEL (United States).

TWA: 10 mg/m³

NIOSH REL (United States, 4/2013).

TWA: 4 mg/m³

ACGIH TLV (United States, 2015).

TWA: 4 mg/m³

- Appropriate engineering controls** : Use only with adequate ventilation. If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Section 8. Exposure controls/personal protection

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields. If operating conditions cause high dust concentrations to be produced, use dust goggles.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Wear a long sleeved uniform, coveralls or lab jacket when handling or blending these products with untreated grains. Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Use a properly fitted, particulate filter respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. Ensure an MSHA/NIOSH-approved respirator or equivalent is used.

Section 9. Physical and chemical properties

Appearance

Physical state : Solid.
Color : Grain color.
Odor : Odorless.
Odor threshold : Not available.
pH : Not available.
Melting point : Not available.
Boiling point : Not available.
Flash point : Not available.
Evaporation rate : Not available.
Flammability (solid, gas) : Not available.
Lower and upper explosive (flammable) limits : Not available.
Vapor pressure : Not available.
Vapor density : Not available.

Section 9. Physical and chemical properties

Relative density : Not available.
Solubility : Not available.
Partition coefficient: n-octanol/water : Not available.
Auto-ignition temperature : Not available.
Decomposition temperature : Not available.
Viscosity : Not available.

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : Avoid the creation of dust when handling and avoid all possible sources of ignition (spark or flame). Take precautionary measures against electrostatic discharges. To avoid fire or explosion, dissipate static electricity during transfer by grounding and bonding containers and equipment before transferring material. Prevent dust accumulation.

Incompatible materials : Reactive or incompatible with the following materials:
oxidizing materials

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced. Under normal conditions of storage and use, hazardous polymerization will not occur.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
4-Aminopyridine	LD50 Oral	Rat	20 mg/kg	-

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Section 11. Toxicological information

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

- Eye contact** : Exposure to airborne concentrations above statutory or recommended exposure limits may cause irritation of the eyes.
- Inhalation** : Exposure to airborne concentrations above statutory or recommended exposure limits may cause irritation of the nose, throat and lungs.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : May be harmful if swallowed.

Symptoms related to the physical, chemical and toxicological characteristics

- Eye contact** : Adverse symptoms may include the following:
irritation
redness
- Inhalation** : Adverse symptoms may include the following:
respiratory tract irritation
coughing
- Skin contact** : No specific data.
- Ingestion** : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

- Potential immediate effects** : Not available.
- Potential delayed effects** : Not available.

Long term exposure

- Potential immediate effects** : Not available.
- Potential delayed effects** : Not available.

Potential chronic health effects

Not available.

- General** : Repeated or prolonged inhalation of dust may lead to chronic respiratory irritation.
- Carcinogenicity** : No known significant effects or critical hazards.
- Mutagenicity** : No known significant effects or critical hazards.
- Teratogenicity** : No known significant effects or critical hazards.
- Developmental effects** : No known significant effects or critical hazards.
- Fertility effects** : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Avitrol Mixed Grains
 Avitrol Corn Chops
 Avitrol Whole Corn

Section 11. Toxicological information

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
4-Aminopyridine	Acute EC50 3200 µg/l Fresh water	Daphnia - Daphnia magna - Juvenile (Fledgling, Hatchling, Weanling)	48 hours
	Acute LC50 2430 µg/l Fresh water	Fish - Ictalurus punctatus - Young	96 hours

Persistence and degradability

Not available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
4-Aminopyridine	0.32	4.57	low

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any federal, state and regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

United States - RCRA Acute hazardous waste "P" List

Ingredient	CAS #	Status	Reference number
4-Aminopyridine; 4-Pyridinamine	504-24-5	Listed.	P008

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	ADR/RID	IMDG	IATA
UN number	Not regulated.	Not determined.	Not determined.	Not determined.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-	-	-
Transport hazard class(es)	-	-	-	-	-	-

Avitrol Mixed Grains
Avitrol Corn Chops
Avitrol Whole Corn

Section 14. Transport information

Transport Label						
Packing group	-	-	-	-	-	-
Environmental hazards	-	-	-	-	-	-
Additional information	-	-	-	-	-	-

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) PAIR:** 4-Aminopyridine
TSCA 8(a) CDR Exempt/Partial exemption: Not determined
United States inventory (TSCA 8b): All components are listed or exempted.

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

CAUTION:
Harmful if swallowed.
May cause irritation.
Avoid contact with eyes or clothing.
Wash thoroughly with soap and water after handling.

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Not listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

Section 15. Regulatory information

Name	%	EHS	SARA 302 TPQ		SARA 304 RQ	
			(lbs)	(gallons)	(lbs)	(gallons)
4-Aminopyridine	≥0.3 - <1	Yes.	500 / 10000	-	1000	-

SARA 304 RQ : 200000 lbs / 90800 kg

SARA 311/312

Classification : Fire hazard

Composition/information on ingredients

No products were found.

State regulations

- Massachusetts** : None of the components are listed.
- New York** : None of the components are listed.
- New Jersey** : None of the components are listed.
- Pennsylvania** : None of the components are listed.

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol (Annexes A, B, C, E)

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Inform Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

International lists

National inventory

- Australia** : Not determined.
- Canada** : Not determined.
- China** : Not determined.
- Europe** : Not determined.
- Japan** : Not determined.
- Malaysia** : Not determined.
- New Zealand** : Not determined.
- Philippines** : Not determined.
- Republic of Korea** : Not determined.
- Taiwan** : Not determined.

Section 16. Other information

National Fire Protection Association (U.S.A.)



Section 16. Other information

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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
Comb. Dusts	On basis of test data

History

Date of printing : 07/15/2015
Date of issue/Date of revision : 07/15/2015
Date of previous issue : No previous validation.
Version : 1

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

References : Not available.

☑ Indicates information that has changed from previously issued version.

Notice to reader

Refer to NFPA 654, Standard for the Prevention of Fire and Dust Explosions from the Manufacturing, Processing, and Handling of Combustible Particulate Solids, for safe handling.

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



Innolytics, LLC
The Pigeon Control Company

OvoControl® P

Ready-to-Use Bait

(EPA Reg No: 80224-1)

FOR USE IN REDUCING EGG HATCHABILITY IN PIGEONS

(Columba livia, Rock Dove, Feral Pigeon) EUROPEAN STARLINGS (Sturnus vulgaris), RED-WINGED (Agelaius phoeniceus), YELLOW-HEADED (Xanthocephalus xanthocephalus), and BREWERS (Euphagus cyanocephalus) BLACKBIRDS, GREAT-TAILED (Quiscalus mexicanus), BOAT-TAILED (Quiscalus major) and COMMON (Quiscalus quiscula) GRACKLES and BROWN-HEADED (Molothrus ater), BRONZED (Molothrus aeneus) COWBIRDS and COMMON MYNA (Acridotheres tristis)

ACTIVE INGREDIENT

Nicarbazin..... 0.5%

INERT INGREDIENTS..... 99.5%

TOTAL..... 100.0%

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

PRECAUCION: Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.

Precautionary Statements

Hazards to Humans and Domestic Animals:

CAUTION: Causes moderate eye irritation. Avoid contact with eyes or clothing. Wear protective eyewear. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco. Wear: Long sleeved shirt and long pants, socks, shoes and gloves.

First Aid

If in Eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	
Note to Physician: Treat symptomatically.	

Label ver: 10.2.17/B

Manufactured by: Innolytics, LLC, 72377 Magnesia Falls Dr., Rancho Mirage, CA 92270

EPA Reg. No: 80224-1

EPA Est. No.: 009811-ID-001

Net Weight: 30 pounds (13.61 kgs)

For Technical Support and Information Call: 888.908.0853

Important!

Read This Entire Label Before Using This Product: Replace label in pouch and reseal after reading.

Environmental Hazards

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

Information

OvoControl P is a ready-to-use bait designed for administration to feral pigeons and other pest birds listed on this label. For efficacy, OvoControl P must be fed daily during the nesting period and consistently consumed by the birds. OvoControl P reduces egg hatchability. Birds fed OvoControl P according to label directions may continue to lay eggs, although the hatch rate will be reduced.

This product will reduce egg hatchability and adversely affect other aspects of reproduction in all avian species. OvoControl P is not recommended for individual homeowner use.

DIRECTIONS FOR USE

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

Use Restrictions

- For outdoor use only to control pigeons and other pest birds listed on this label.
- For use in non-food areas of manufacturing facilities, power utilities, hospitals, food processing plants, distribution centers, oil refineries and processing centers, chemical plants, rail yards, schools, campuses, military bases, seaports, hotels, apartments, condominiums, maintenance yards, shopping malls, feed mills, airports and other commercial or industrial locations.
- Do not contaminate food or feed by application.
- OvoControl P may only be applied to rooftops or other flat paved or concrete surfaces. Use only in secured areas with limited public access.
- Applicators must ensure that children and pets do not come in contact with the bait.
- Do not apply within 20 feet of any body of water, including lakes, ponds or rivers.
- Not for use in Guam, American Samoa, Northern Mariana Islands or the U.S. Virgin Islands.
- See additional restrictions under Non-Target Species.

Additional Requirements for use in Hawaii

- ✓ Prior to application, applicator must contact the Department of Land and Natural Resources and obtain a Wildlife Control Permit if one is required.
- ✓ Do not apply in areas where Nene goose (*Nesochen sandvicensis*), Hawaiian coot (*Fulica alai*), Hawaiian moorhen (*Gallinula chloropus sandvicensis*) and Hawaiian duck (*Anas wyvilliana*) are known to occupy or graze.
- ✓ Users must notify the Pesticides Branch of the State of Hawaii Department of Agriculture, in writing prior to use. Two weeks advance notice must be given to allow time for consultation with Hawaii Department of Land and Natural Resources and the U.S. Fish and Wildlife Service.
- ✓ Observe warnings under the ***Non-Target Species*** section of the label. In Hawaii, Zebra doves (aka, Barred Ground dove, Blue-faced dove) *Geopelia striata*; Mountain doves (aka, Spotted dove, Chinese dove, Pearl-necked dove, Lace-necked dove) *Spilopelia chinensis*; and Common myna (aka, Common mynah, Indian myna) *Acridotheres tristis*, are exempt from the non-target restrictions.

Application Rate and Directions - Pigeons

Depending on the climatic zone and habitat, pigeons nest seasonally or year-round. Pigeons have a social order and baiting strategy must accommodate their behavior.

Bait must be broadcast to allow all birds opportunity to consume the bait. To ensure that the pigeons receive bait daily, OvoControl must only be applied with an automatic wildlife feeder programed to trigger once a day, shortly after dawn.

Begin the OvoControl program by locating a suitable flat rooftop to install an automatic feeder(s). Each feeder will accommodate up to 150 pigeons.

If a flat rooftop is not available, identify a suitable flat paved or concrete surface appropriate for the application of OvoControl P. Choose secured areas with limited public access. Do not apply bait to areas where water may accumulate or to standing water.

Begin conditioning the pigeons with cracked corn or other grains at a rate of one pound (1lb) per 80 birds per day until the birds are accustomed to the daily baiting event. Conditioning is a process whereby the birds become habituated to the daily feeding routine.

Pigeons are fully conditioned to the baiting event when they return to the same site each day for feeding. Depending on site characteristics and pigeon behavior, the conditioning period can last from three (3) to thirty (30) days. If pigeons cannot be conditioned to consume the pre-bait within 30 days, discontinue baiting at that location.

Monitor the baiting site periodically to ensure that pigeons and no other birds or animals are converging on the feeder each morning. Do not apply if non-target feeding persists and/or cannot be prevented.

Once pre-bait is consumed consistently, gradually transition the pigeons to OvoControl P. Add OvoControl to the feeder and mix with the remaining pre-bait. Gradually increase the proportion of OvoControl over a period of two (2) to four (4) weeks until no pre-bait remains.

Feeding must continue DAILY through the entire breeding season, which can last all year. The daily dose (based on flock size) must be entirely consumed within 15 minutes of application. Periodically monitor the site and reconfirm pigeon numbers. The daily amount of bait applied must be increased or decreased according to the number of pigeons at the feeder.

Any accumulation of bait indicates that the birds are not consuming it regularly. In this event, remove uneaten bait and restart the conditioning program with pre-bait. Discontinue use at any location where the conditioning program fails repeatedly to consistently attract the flock.

Dosage Calculation:

Estimated pigeon population x 0.2 ounces (5 grams) OvoControl P = Amount of OvoControl P to be applied daily.

For example,

8 ounces of bait = 40 pigeons
1 pound of bait = 80 pigeons
2 pounds of bait = 160 pigeons

Follow the operating instructions on the automatic feeder to set the correct application rate. Confirm feeder calibration prior to baiting.

Application Rate and Directions – Starlings, Blackbirds, Grackles, Cowbirds and Mynahs

Follow all restrictions and guidelines provided in the pigeon section, above. Depending on the geography, starlings, blackbirds, grackles, cowbirds and mynahs can breed seasonally or all year. Furthermore, subject to your location, flocks of these pest birds can be resident or migratory. OvoControl should only be used in *resident* flocks. Application can begin in advance of the breeding season and end after all egg laying is complete. The following table is provided for guidance,

Bird Group	Recommended dose per 100 birds	Breeding Season
Starlings	8 ounces	Spring and Summer
Blackbirds	8 ounces	Spring and Summer
Grackles	10 ounces	Spring and Summer
Cowbirds	4 ounces	Spring and Summer
Mynahs	10 ounces	Throughout the year

Non-target Species

Do not apply more OvoControl P than the pigeons will eat in a single feeding, as this may result in non-target species' exposure to leftover bait. Do not apply in areas where the product may be consumed by federally listed Threatened and Endangered birds.

Do not apply if non-target feeding persists and/or cannot be prevented. English house sparrows (*Passer domesticus*), are exempt from this restriction. It is a violation of state and federal law to intentionally feed treated bait to non-target species, including protected species.

IMPORTANT: READ BEFORE USE

Read the entire **Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability** before using this product. If terms are not acceptable, return the unopened bag at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all the risks associated with the use of this product. Lack of performance, inefficacy or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Innolytics, LLC ("Innolytics"). All such risk shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, INNOLYTICS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Innolytics is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, INNOLYTICS, THE MANUFACTURER, OR THE SELLER SHALL NOT BE LIABLE WHATSOEVER FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE, HANDLING, APPLICATION, STORAGE OR DISPOSAL OF THIS PRODUCT OR FOR DAMAGES IN THE NATURE OF PENALTIES, AND THE BUYER AND THE USER WAIVE ANY RIGHT THAT THEY MAY HAVE TO SUCH DAMAGES.

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

Storage and Disposal

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

Pesticide Storage: Store at or below room temperature. Store bait in a DRY location, free of other pests.

Pesticide Disposal: Wastes resulting from the use of this product must be disposed of at an approved waste disposal facility.

Container Disposal: If empty: Do not reuse this container. Place in trash or offer for recycling if available. If partly filled: Call your local solid waste agency for disposal instructions. Never place unused product down any indoor or outdoor drain. Keep unused bait dry.



Innolytics, LLC
The Pigeon Control Company

User's Guide for OvoControl® P

OvoControl P is easy to use. For safe and effective use and the best results, the applicator should follow a simple set of guidelines. Please review the easy to follow "Six Step Program" and ensure that you are familiar with directions, cautions and restrictions for OvoControl.

1. Read the Label

- OvoControl is registered as a pesticide. As with all pesticides, users are required to read and understand the label. If you have not done so, please review a copy of the OvoControl label either on the website, on the bag, or included with your automatic feeder order.
- **Make sure that you are familiar with label directions to ensure that you are in compliance with the law.**

2. Evaluate the Site

- Take time to evaluate site characteristics - movement of the flock(s), bird habits, feeding routines, bird numbers, non-targets, etc. This information will help you design the most appropriate baiting program for your specific project.
- Flat rooftops make ideal baiting sites. If a flat rooftop is not available, identify a suitable flat, paved or concrete surface appropriate for the application of OvoControl. Choose secured areas with limited public access.
- If appropriate for the site, install an **automatic feeder(s)** to deliver the required quantity of bait each morning. Ensure the feeder is secured if the rooftop is prone to wind. Automatic feeders are ideal for ensuring that the flock receives the prescribed quantity of bait each and every morning, 365 days a year.

3. Condition the Birds

- OvoControl consists of a daily baiting regime. The pigeons must be conditioned to arrive at the selected baiting site each morning for a dose of OvoControl. Birds are conditioned to the baiting routine with pre-bait.
- The pre-baiting process can last anywhere from several days to several weeks. Birds are considered conditioned when they arrive at the feeder each morning in anticipation of a "free meal".

2612 Calle Onice, San Clemente, CA 92673
Tel: 949.388.3671 – FAX: 858.923.2060 – email: info@ovocontrol.com

User's Guide OvoControl P (Page 2)

- Begin pre-baiting with cracked corn. Set the automatic feeder to trigger shortly after sunrise and deliver approximately 1 pound/80 birds. Four (4) seconds on the clock delivers approximately 1 pound of bait.
- See **Calibrate an Automatic Feeder** to ensure your feeder is delivering the appropriate quantity of corn or OvoControl.
- Once the birds are feeding regularly, count the number of pigeons and ensure that no other birds are eating the bait. Use a digital camera or automatic trail camera if necessary to record and evaluate activity.

4. Introduce OvoControl

- Observe the personal protection precautions outlined on the label when handling OvoControl - eye protection, long sleeved shirt, long pants, shoes and socks must be worn.
- Begin the transition from pre-bait by mixing OvoControl bait into the cracked corn. The transition process can take a few days to a few weeks depending on the behavior of the pigeons at your site.
- Confirm that pigeons are consuming both the pre-bait as well as the OvoControl kibbles. Clean up any accumulated or leftover bait per label instructions.
- Continue to feed 1 pound of bait/80 birds. Gradually increase the proportion of OvoControl until completely converted from corn.

5. Optimize the Program and Monitor Results

- Periodically monitor the baiting site to ensure pigeons are present and non-target birds are not consuming the bait.
- Pigeon numbers decline over time, therefore, periodically monitor the population and make the necessary adjustment on the feeder and amount of OvoControl applied each morning.
- Each feeder is shipped with a *Pigeon Tracker Log*, a convenient spreadsheet to track bird numbers on a monthly basis. Use this spreadsheet to keep track of bait and bird numbers.

6. Maintenance

- Periodically spray feeder motor shaft with WD-40 to help prevent corrosion.

For more information, see the website www.ovocontrol.com or call Innolytics at 888.908.0853.



Innolytics, LLC
The Humane Hatch Control Company

SAFETY DATA SHEET

DATE OF ISSUE: 1 NOVEMBER 2017

1. IDENTIFICATION OF THE SUBSTANCE AND COMPANY

TRADE NAME: OVOCONTROL P; OVOCONTROL S
CHEMICAL NAME: NICARBAZIN
FORMULA: C19H18N6O6
MOLECULAR WT.: 426.38
SYNONYMES: N/A
PACK SIZE & TYPE: 30 POUND MULTI-WALL PAPER BAG. 5 POUND PLASTIC CANISTER
USE: CONTRACEPTIVE FOR AVIAN SPECIES

COMPANY: INNOLYTICS, LLC
ADDRESS: 72377 Magnesia Falls Drive
Rancho Mirage, CA 92270
U.S.A.

PHONE: 949.388.3671
FAX: 760.282.3080
WEB: WWW.OVOCONTROL.COM
EMAIL: INFO@OVOCONTROL.COM

24 HOUR EMERGENCY CONTACT: CHEMTREC (800) 424-9300

24 HOUR EMERGENCY CONTACT: COMPANY (949) 388-3671

2. HAZARDS IDENTIFICATION

EFFECTS OF OVEREXPOSURE:

SYMPTOMS OF INGESTION: NON-TOXIC.

SYMPTOMS OF INHALATION: DUST MAY BE IRRITATING TO NASAL PASSAGES AND THROAT.

SYMPTOMS OF EYE CONTACT: MAY CAUSE MECHANICAL IRRITATION.

CHRONIC EXPOSURE: NOT DETERMINED.

TOXICITY DATA:

TOXICITY: LD50: 25 G/KG (MICE)

SAFETY DATA SHEET

3. COMPOSITION/INFORMATION ON INGREDIENTS

INGREDIENTS (CAS NO.)	WT PCT (APPROX)	PEL		TLV (TWA)	
		MG/M3	PPM	MG/M3	PPM
NICARBAZIN (330-95-0)	0.5%	sND		ND	
INERT INGREDIENTS	99.5%	ND		ND	

THE TLV'S ARE GIVEN FOR GUIDANCE; LOCAL APPLICABLE REGULATIONS SHOULD ALWAYS BE FOLLOWED. INGREDIENTS ARE THOSE PRESENT AT 1% OR GREATER, OR AT 0.1% OR GREATER IF LISTED AS POTENTIAL CARCINOGENS BY OSHA/IARC/NTP/ACGIH. PROPRIETARY INGREDIENT IDENTITIES ARE AVAILABLE IN ACCORDANCE WITH 29 CFR 1910.1200.

CARCINOGEN: NTP – NO
IARC – NO
OSHA – NO
ACGIH – NO

4. FIRST AID MEASURES

EYE CONTACT: IMMEDIATELY, FLUSH WITH COPIOUS AMOUNTS OF WATER FOR AT LEAST 15 MINUTES WHILE HOLDING EYELIDS APART. GET MEDICAL ATTENTION IF IRRITATION PERSISTS.

SKIN CONTACT: WASH AFFECTED AREA THOROUGHLY WITH SOAP AND WATER. REMOVE CONTAMINATED CLOTHING AND LAUNDRER BEFORE REUSE.

INHALATION: REMOVE TO FRESH AIR. KEEP WARM AND QUIET. CONSULT A PHYSICIAN FOR ANY BREATHING DIFFICULTIES.

INGESTION: NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. DILUTE BY GIVING PATIENT SEVERAL GLASSES OF WATER. IF LARGE QUANTITIES WERE SWALLOWED, CONSULT A PHYSICIAN.

NOTES TO PHYSICIAN: TAKE APPROPRIATE ACTION TO COUNTERACT SYMPTOMS.

5. FIREFIGHTING MEASURES

AS WITH MOST ORGANIC SOLIDS, FIRE IS POSSIBLE AT ELEVATED TEMPERATURES OR BY CONTACT WITH AN IGNITION SOURCE.

FLASH POINT (DEG C): NA
TEST METHOD: NA
FLAMMABLE LIMITS (% BY VOL): NA
AUTO IGNITION TEMP (DEG C): NA

EXTINGUISHING MEDIA: USE ANY SUITABLE MEANS TO EXTINGUISH SURROUNDING FIRE, FOAM OR DRY CHEMICAL PREFERRED. WATER SPRAY MAY BE USED.

SAFETY DATA SHEET

SPECIAL FIRE FIGHTING PROCEDURES: USE NIOSH APPROVED SELF-CONTAINED BREATHING APPARATUS WITH FULL FACE PIECE OPERATED IN THE PRESSURE DEMAND OR OTHER POSITIVE PRESSURE MODE. WEAR PROTECTIVE CLOTHING APPROPRIATE TO THE SURROUNDING FIRE.

UNUSUAL FIRE OR EXPLOSION HAZARDS: FINE DUST DISPERSED IN AIR IN SUFFICIENT CONCENTRATIONS AND IN THE PRESENCE OF AN IGNITION SOURCE IS A POTENTIAL DUST EXPLOSION HAZARD.

6. ACCIDENTAL RELEASE MEASURES

SPILL/LEAK CLEAN-UP PROCEDURES: VENTILATE AREA OF LEAK OR SPILL. SWEEP, SCOOP, VACUUM, OR PICK UP SPILLED MATERIAL. AVOID DUSTING. USE NON-SPARKING TOOLS. PACKAGE FOR RECLAMATION OR RECOVERY. PREVENT SPILLED MATERIAL OR RUN-OFF FROM GETTING INTO SEWERS OR WATERWAYS.

DISPOSAL METHOD: DISPOSE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL ENVIRONMENTAL AND REGULATORY REQUIREMENTS.

TOXIC SUBSTANCES CONTROL ACT (TSCA): CHEMICAL INGREDIENTS ARE ON THE TSCA INVENTORY.

SUPERFUND REPORTABLE QUANTITY (RQ): NOT REGULATED.

HAZARDOUS WASTE NO.: NOT REGULATED.

SARA TITLE III: PLEASE CHECK WITH THE APPROPRIATE AGENCIES. (SECTION 313)
CANADIAN (WHMIS) LIST: PLEASE CHECK WITH THE APPROPRIATE AGENCIES.

FOR STATES NOT LISTED: PLEASE CHECK WITH THE APPROPRIATE AGENCIES.

7. HANDLING AND STORAGE

PRECAUTIONARY MEASURES: AVOID GENERATING DUST. WASH THOROUGHLY AFTER USING. AVOID BREATHING DUST. USE WITH ADEQUATE VENTILATION.

STORAGE AND HANDLING: KEEP IN A TIGHTLY CLOSED CONTAINER. STORE IN A COOL, DRY, WELL-VENTILATED AREA. PROTECT FROM EXPOSURE TO DILUTE ACIDS OR WATER.

PROTECT FROM PHYSICAL DAMAGE.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

VENTILATION: A SYSTEM OF LOCAL EXHAUST IS RECOMMENDED TO KEEP EMPLOYEE EXPOSURE BELOW THE AIRBORNE EXPOSURE LIMITS. LOCAL EXHAUST IS USUALLY PREFERRED BECAUSE IT CONTROLS THE EMISSION AT ITS SOURCE, PREVENTING DISPERSION OF IT INTO THE GENERAL WORK AREA. REFER TO THE ACGIH DOCUMENT "INDUSTRIAL VENTILATION, A MANUAL OF RECOMMENDED PRACTICES" FOR DETAILS.

SAFETY DATA SHEET

RESPIRATORY PROTECTION: NISH/MSHA APPROVED DUST/MIST RESPIRATOR MAY BE WORN.

EYE PROTECTION: SAFETY GOGGLES.

AN EYE WASH FOUNTAIN AND QUICK-DRENCH FACILITIES SHOULD BE MAINTAINED IN THE WORK AREA.

SKIN PROTECTION: USE RUBBER OR PLASTIC IMPERVIOUS GLOVES AND BODY-COVERING CLOTHING.

PERSONAL HYGIENE: WASH THOROUGHLY AFTER HANDLING. USE PROTECTIVE CLOTHING AND IMPERVIOUS GLOVES. OPERATORS SHOULD WASH THOROUGHLY WITH SOAP AND WATER AFTER HANDLING. IF ACCIDENTAL EYE CONTACT OCCURS, IMMEDIATELY RINSE WITH PLENTY OF WATER.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	YELLOW TO TAN PELLETS OR NUGGETS
BOILING POINT:	N/A
MELTING POINT:	N/A
VAPOR PRESSURE:	N/A
VOLATILES:	NONE
PH:	N/A
EVAPORATION RATE:	N/A
ODOR:	CHARACTERISTIC (MILLED GRAINS)
DENSITY:	32-36LBS/CU FT
FLASH POINT:	N/A
FLAMMABILITY LIMITS:	N/A
SOLUBILITY:	PRACTICALLY INSOLUBLE IN WATER

10. STABILITY AND REACTIVITY

THERMAL STABILITY: STABLE UNDER ORDINARY CONDITIONS OF USE AND STORAGE. COMPLEX IS SLOWLY DECOMPOSED BY TRITURATION WITH WATER, OR MORE RAPIDLY BY DILUTE AQUEOUS ACIDS.

INCOMPATIBILITY: SEE STABILITY.

CONDITIONS TO AVOID: NOT DETERMINED

HAZARDOUS POLYMERIZATION: NOT DETERMINED

HAZARDOUS DECOMPOSITION PRODUCTS: DURING FIRE CONDITIONS MAY EMIT TOXIC FUMES OF NITROGEN OXIDES, CARBON MONOXIDE, AND CARBON DIOXIDE.

SAFETY DATA SHEET

11. TOXICOLOGICAL INFORMATION

ACUTE FEEDING MOUSE	LD ₅₀ > 25000 MG/KG
ACUTE FEEDING RAT	LD ₅₀ > 10000 MG/KG
ACUTE INHALATION TOXICITY RAT (PREMIX)	LC ₅₀ > 0.147 ML/L
ACUTE DERMAL TOXICITY RAT (PREMIX)	LD ₅₀ > 5000 MG/KG
PRIMARY EYE IRRITATION RABBIT (PREMIX)	MODERATE IRRITANT, CAT III
PRIMARY DERMAL IRRITATION RABBIT (PREMIX)	NOT AN IRRITANT
DERMAL SENSITIZATION GUINEA PIG (PREMIX)	NOT A CONTACT SENSITIZER
CHRONIC FEEDING 2 YEAR DOG (A.I.)	NOEL 240 MG/KG/DAY
CHRONIC FEEDING 2 YEAR RAT (A.I.)	NOEL 400 MG/KG/DAY
REPRODUCTIVE TOXICITY RAT (A.I.)	NOEL 400 MG/KG/DAY
DEVELOPMENTAL TOXICITY RAT (A.I.)	NOEL 200 MG/KG/DAY
MUTAGENICITY (A.I.)	NOT MUTAGENIC
CARCINOGENICITY (A.I.)	NOT CARCINOGENIC

12. ECOLOGICAL INFORMATION

NICARBAZIN TECHNICAL

ACUTE ORAL TOXICITY (NORTHERN BOBWHITE): LD₅₀ > 2250 MG/KG/BW
DIETARY (NORTHERN BOBWHITE): LC₅₀ > 5625 PPM A.I.
DIETARY LC₅₀ (MALLARD DUCK): LC₅₀ = 3738 PPM A.I.
EARTHWORM LC₅₀ > 1000 PPM

4,4'-DINITROCARBANILIDE (DNC):

CLADOCERAN (*DAPHNIA MAGNA*): 48-HOUR EC₅₀ > 93 PPB
RAINBOW TROUT (*ONCORHYNCHUS MYKISS*): 96-HOUR LC₅₀ > 69 PPB
BLUEGILL (*LEPOMIS MACROCHIRUS*): 96-HOUR LC₅₀ > 69 PPB

2-HYDROXY-4,6 DIMETHYLPYRIMIDINE (HDP):

CLADOCERAN (*DAPHNIA MAGNA*): 48-HOUR EC₅₀ > 107 PPM
BLUEGILL (*LEPOMIS MACROCHIRUS*): 96-HOUR LC₅₀ > 122 PPM
RAINBOW TROUT (*ONCORHYNCHUS MYKISS*): 96-HOUR LC₅₀ > 110 PPM

13. DISPOSAL CONSIDERATIONS

DO NOT CONTAMINATE WATER, FOOD OR FEED BY STORAGE AND DISPOSAL

PESTICIDE DISPOSAL: WASTES RESULTING FROM THE USE OF THIS PRODUCT MUST BE DISPOSED OF ON SITE OR AT AN APPROVED WASTE DISPOSAL FACILITY

CONTAINER DISPOSAL:

IF EMPTY: DO NOT REUSE THIS CONTAINER. PLACE IN TRASH OR OFFER FOR RECYCLING IF AVAILABLE.

IF PARTLY FILLED: CALL YOUR LOCAL SOLID WASTE AGENCY FOR DISPOSAL INSTRUCTIONS. NEVER PLACE UNUSED PRODUCT DOWN ANY INDOOR DRAIN. KEEP UNUSED BAIT DRY.

SAFETY DATA SHEET

14. TRANSPORTATION DATA

DOT SHIPPING NAME: PESTICIDE (OVOCONTROL-G; OVOCONTROL P)

DOT HAZARD CLASS: NOT DOT REGULATED

HAZARDOUS INGREDIENTS:
IDENTIFICATION NUMBER:
PRODUCT GROUP:
LABEL:

15. REGULATORY INFORMATION

LABELING ACCORDING TO EPA AND EC DIRECTIVE

R-PHASES: R36/37/38: IRRITATING TO EYES, RESPIRATORY SYSTEM AND SKIN

S-PHASES: S2: KEEP OUT OF THE REACH OF CHILDREN

S3/7: KEEP CONTAINER TIGHTLY CLOSED IN A COOL PLACE

S20/21: WHEN USING DO NOT EAT, DRINK OR SMOKE

S24/25: AVOID CONTACT WITH SKIN AND EYES.

S29: DO NOT EMPTY INTO DRAINS

S26: AFTER CONTACT WITH EYES, RINSE IMMEDIATELY WITH A PLENTY OF WATER AND SEEK MEDICAL ADVICE.

S28: AFTER CONTACT WITH SKIN, WASH IMMEDIATELY WITH A PLENTY OF SOAP AND WATER.

S37: WEAR SUITABLE GLOVES.

S45: IN CASE OF ACCIDENT OR IF YOU FEEL UNWELL SEEK MEDICAL ADVICE IMMEDIATELY (SHOW THE LABEL WHERE POSSIBLE)

16. ADDITIONAL WARNINGS AND INFORMATION

ALL INFORMATION PRESENTED HEREIN IS GIVEN IN GOOD FAITH AND IS BASED ON SOURCES AND TESTS CONSIDERED TO BE RELIABLE, BUT CANNOT BE GUARANTEED. IT

IS THE USER'S FULL RESPONSIBILITY TO ACCEPT RISK FOR THE SAFETY, TOXICITY, HANDLING, STORAGE, AND USE OF THE PRODUCT, AS WELL AS TO DETERMINE THE SUITABILITY OF THE PRODUCT FOR A SPECIFIC PURPOSE. WE MAKE NO WARRANTY AS TO THE RESULTS TO BE OBTAINED IN USING THE PRODUCT; THEREFORE ALL RISKS MUST BE ASSUMED BY THE USER.