DELAWARE DEPARTMENT OF
AGRICULTURE

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Dover, Delaware 19901
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June 18th, 2020

ECOFLO, Inc.
2750 Patterson Street
Greensboro, NC 27407

Dear ECOFLO,

I am pleased to inform you that ECOFLO, Inc. has been awarded Contract Number AGR21001-PESTICIDE.

Enclosed are two (2) copies of our contract form that must be completed and returned to my attention prior to July 15th, 2020. The contract form **MUST** have the signature of a representative with the legal capacity to enter your organization into a formal contract with the State of Delaware, Department of Agriculture-Pesticide Compliance Section. One copy of the fully executed contract form will be returned for your records.

The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's website: http://accounting.delaware.gov/ . It is the vendor's responsibility to act upon this instruction for submitting a new W-9 form. Agencies will not be able to purchase if this is not completed and accepted by the Division of Accounting. If you need assistance or have questions, please contact 302-734-6827 or fax your inquiry to 302-736-7909.

We appreciate your interest and look forward to working with you.

Sincerely,

[redacted]

Christopher Wade
Environmental Program Administrator

STATE OF DELAWARE
Department of Agriculture
Pesticide Compliance Section

June 18th, 2020

ISSUED BY: Christopher Wade
Environmental Program Administrator
(302) 698-4570

SUBJECT: **AWARD NOTICE**
CONTRACT NO. AGR21001-PESTICIDE.
Pesticide Disposal

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. CONTRACT PERIOD 2
2. VENDORS 2
3. SHIPPING TERMS 2
4. DELIVERY AND PICKUP 2
5. PRICING 2
ADDITIONAL TERMS AND CONDITIONS 3

Award Notice
Contract No. AGR21001-PESTICIDE.

KEY CONTRACT INFORMATION

1. **CONTRACT PERIOD**

(Return to Table of Contents)

Each contractor's contract shall be valid for a (one year) period beginning (August 1st, 2020) and ending July 31st, 2021. Each contract may be renewed for (4) one (1) year periods through negotiation between the contractor and Department of Agriculture. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. **VENDORS**

(Return to Table of Contents)

Charles Witzke
EVP & CFO
June 25, 2020

Vendor Name: ECOFLO Address: 2750 Patterson Street Greensboro, NC 27407 Primary Contact Name: Scott Peele Phone: 1-336-617-2715 Email: speele@ecoflo.com FSF Number:	:

Format of above table may be adjusted based on number of vendors awarded

3. **SHIPPING TERMS**

(Return to Table of Contents)

F.O.B. destination; freight pre-paid.

4. **DELIVERY AND PICKUP**

(Return to Table of Contents)

N/A

5. **PRICING**

(Return to Table of Contents)

Prices will remain firm for the term of the initial contract year.

Waste
Herbicides/Pesticides
$1.10 cost/pound

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

6. BILLING

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Delaware Department of Agriculture to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. REQUIREMENTS

Requirements of Pesticide Disposal Collection Services

1. Pesticide Disposal provided under this contract will occur at locations that are mutually agreed upon by the Department of Agriculture.

2. Department of Agriculture will review and approve or deny the use of any facility where the waste will be transported for consolidation, treatment, storage or disposal. Reviews may include, but are not limited to, regulatory, environmental and financial concerns. Such reviews are to determine whether the facility is designed, constructed, permitted and managed in a manner that minimizes risk to human health and the environment, is consistent with DE environmental regulations, and minimizes risk for sponsors of HHW collections. Reviews may include but are not limited to off-site facility documentation and on-site facility reviews. Department of Agriculture has the right to reject or exclude any facility. All facilities approved under this contract are conditionally approved for use and may be removed at any time by Department of Agriculture.

3. Hazardous waste is to be manifested offsite to an appropriately permitted facility utilizing appropriate state manifests within 48 hours of the collection unless a longer time has been approved in advance by the Department of Agriculture. Sponsors may require the waste to be manifested offsite in less than 48 hours.

4. Developing waste collection estimates and cost estimates for each collection sponsor.

5. Developing a site specific safety plan (subject to Department of Agriculture approval) for each individual collection site and submitting the plan to Department of Agriculture at least 60 days prior to any household hazardous waste collection. Site specific safety plans must meet applicable state and federal minimum requirements, including plans to close the collection site in the event of an emergency, and be approved by the Department prior to the collection.

6. Complete the site clean-up within 48 hours of the collection and meet with the collection sponsor and site owner to ensure that the site is in as good condition as it was prior to the collection.

7. Collect ship and manage the waste in accordance with all federal and state laws and regulations, including, but not limited to 7 Del. C., Chapter 63.

8. Within 30 days after the collection, the collection sponsor will be provided with copies of the hazardous waste manifests. In addition, the selected contractor will also provide a Record of Operations form to the sponsor and to the Department of Agriculture.

9. Minimize the amount of waste that is disposed through recycling or reusing the collected material as much as possible.

10. Provide public education material at the collection that emphasizes pollution prevention, source reduction through alternative, less toxic materials, or reuse and recycling waste.

11. Provide management alternatives for unacceptably packaged waste including contacting other companies having the necessary expertise, permits and licenses to manage the unacceptable wastes if human health and safety or the environment would be adversely impacted.

12. Any bulking of materials shall be done in a manner that, to the maximum extent possible, eliminates spilling and spraying of the material that is being bulked.

13. PPE that is to be disposed shall be disposed of properly.

14. Precautions shall be made to protect any releases of materials to waters. The operator shall specifically address open storm drains in the area of the collection and at a minimum cover or have absorbent material and booms readily available in the nearest practical location to the storm drain.

15. The Contractor shall become the final generator of the waste at the time the waste is collected and packaged by the Contractor at each collection site.

16. All pesticides shall be weighed on site with the cost applied per pound, including the weight of the pesticide containers. Weights shall not include over-pack containers and/or packing materials. The Contractor must furnish its own platform scales with each truck used to collect and manifest the material.

17. Excluding overpack or shipping containers provided by the contractor for transportation of the waste, all containers holding pesticides that are collected in Delaware, manifested to any facility, and invoiced as pesticide waste, will be considered as pesticide waste and shall be managed and disposed of as pesticide waste at an EPA-permitted and State-approved facility. Under no circumstances will any waste pesticides or waste pesticide containers generated from any bulking process collected under this contract be disposed of as non-RCRA waste.

18. All pesticides and pesticide containers must be verified and the weight recorded prior to packing. Packing materials and packing containers are not to be included in the recorded weight invoiced to the State.

19. All fines and penalties resulting from Contractor's actions in connection with the Contract shall be the responsibility of the Contractor.

20. Contractor shall notify Department of Agriculture in writing within seven (7) calendar days if there has been a change of ownership, significant event or release (spill, fire, flood, explosion, etc.), significant operational change (processes, practices, permits, licensing, etc.), a change to the regulatory compliance status, change or addition of new waste management methods at a facility, or other significant events as determined by Department of Agriculture.

21. Packaging and Labeling

Contractor shall:

(a) Supply USDOT specification shipping containers and packing materials suitable for the packaging and shipment of all types of hazardous wastes

(b) Pack all waste in compliance with 49 CFR

(c) Bear all costs associated with marking and labeling containers

(d) Review and approve all containers and labeling prior to shipping

(e) Provide and affix the appropriate placards to its vehicle prior to leaving all collection sites

(f) Complete all appropriate transportation documentation, uniform hazardous waste manifests, land disposal restriction forms, drum packing slips, and labels for each container

22. Transportation Documentation

(a) Contractor shall provide and utilize appropriate transportation documents for removal of all wastes as described herein from each collection site.

(b) All manifests shall be completed as prescribed by federal, state and local laws, regulations, rules and standards.

(c) Contractor shall provide to the State original signed and legible copies of any and all Uniform Hazardous Waste Manifests within thirty (30) calendar days of shipment to any intermediate TSDF and/or final disposal facility.

(d) If wastes are transported to an intermediate TSDF for temporary storage, repackaging or bulking, the Contractor must provide the State documentation that lists the final TSDF to which each type of waste will be sent, copies of the shipping manifest(s) to the intermediate TSDF, Bill(s) of Lading, and any other pertinent paperwork.

(e) When wastes are transported to the final disposal facility for ultimate disposition, the Contractor must provide the State with copies of the shipping manifest(s) to the final disposal facility. Unless pesticide waste is shipped directly from the collection events to the final disposal facility, this manifest for final disposition must list all related manifest numbers from the original collection to the intermediate TSDF as specified.

23. Upon final disposition of manifested waste, the Contractor must provide Department of Agriculture with a Certificate(s) of Disposal/Destruction (CD) from the ultimate disposal/destruction facility appropriate to each type of waste and disposal method for each bulk quantity or load sent to an approved facility. The CD shall be sent to Department of Agriculture within thirty (30) days of delivery to the final disposal facility. The CD document shall contain the following:

(a) Department of Agriculture's name and address
(b) The contractor's (as generator) name and address
(c) Manifest number(s). If the contractor is shipping the pesticide waste from the collection sites directly to the disposal/destruction facility, the contractor must list on the CD the manifest number(s) from the original collection events. If the contractor is shipping the collected waste pesticides to an intermediate TSDF for the purpose of bulking, the CD must include the manifest number of the bulk shipment to the disposal/destruction facility. Copies of all manifests must accompany the CD.
(d) Waste Handling Facility Information:
1. Name and address of the disposal/destruction facility
2. EPA identification number of the disposal/destruction facility
3. Waste management method(s)
4. Date each management method occurred
5. Disposal / Destruction Facility official signature

24. Waste Handling Facilities

(a) Contractor shall provide a list of facilities approved for use as waste handling facilities described herein as TSDF, and any other facilities including but not limited to ten (10) day transfer sites, storage (short and long-term) facilities, and consolidators that will be used by the Contractor to properly handle and dispose of waste under this contract.
(b) Contractor shall maintain current facility information with the State for each waste handling facility and the waste stream(s) that will be managed at each facility under this contract.
(c) Contractor shall dispose/destroy all collected wastes under this contract within nine (9) months from the original date of receipt, with the exception of dioxin bearing/forming wastes that may require long-term storage. In rare cases where a waste stream may not have a current national capacity and it becomes necessary to reroute the waste, the Contractor shall obtain written approval from the State to reroute waste to another approved facility. Any such waste not sent for disposal/destruction within nine (9) months must be approved by Department of Agriculture. Contractor shall provide the Purchaser a manifest detailing the reroute within thirty (30) days of shipment.
(d) All waste shall only be transported, accumulated, stored, destroyed or disposed of within the United States; unless no capacity exists in the United States for such an activity. Contractor shall obtain written approval from the State prior to shipping wastes outside the United States for any purpose.

25. A contractor must provide a specific timeframe within which it shall initiate pesticide collections, once notified by Department of Agriculture that service is required. A contractor must provide a specific timetable within which it shall complete its work under the contract.

26. Collection locations may be added or removed at any time. The rates provided would apply to any additional collection locations, and to any extensions of the contract.

27. While DDA cannot guarantee the actual quantities of waste pesticides collected, each site may vary from a minimum of 1 pound up to 10,000+ pounds. The rates stated will apply to each collection location.

28. Before accepting waste pesticides that are not listed on any inventory or schedule, the contractor must receive approval from Department of Agriculture if the weight exceeds 40 lb. of unlisted pesticides per collection location.

29. Pesticides collected are to be handled, packaged, manifested and invoiced separately from all other waste types collected. Under no circumstances are non-pesticide wastes to be co-mingled with pesticides destined for disposal. Department of Agriculture shall not make payment for such co-mingled waste.

30. Department of Agriculture requires that the Contractor detail the process by which pressurized canisters will be handled in the Contract. The names of any subcontractors to be used in this process must be included. If pressurized canisters (steel cylinders) are encountered, the State and the contractor will enter into good faith negotiations to determine a fair cost for the handling and disposal of these pesticides prior to their collection. The State will provide to the contractor adequate descriptions (including photographs) of all cylinders set for disposal.

31. Department of Agriculture is aware of the problems concerning the disposal of waste pesticides known to contain measurable quantities of dioxin. The contractor must detail the process by which these waste pesticides will be handled in the contract. If waste pesticides containing dioxin are encountered during routine collections, the State and contractor may enter into good faith negotiations to determine a fair cost for the handling and disposal of these waste pesticides. The contractor shall not export from the United States dioxin bearing/forming materials for direct landfill.

32. Pesticide waste collected under this contract is not permitted to be bulked with pesticide waste or other materials collected from other clients unless a specific written process is agreed to by DDA in advance to accurately track the management of pesticide waste collected in Delaware.

33. Pesticide waste listed on the Uniform Hazardous Waste Manifest and transported to any TSDF facility for the purposes of bulking must match with and be listed and/or referenced by manifest number in the Uniform Hazardous Waste Manifest for pesticides transported to the final EPA-permitted disposal facility.

34. Destruction in an EPA-approved incinerator is to be the primary method of disposal for pesticide waste collected under this contract. Only those pesticides that are not suitable for incineration (such as inorganic metal-bearing pesticides) may be disposed of in an approved landfill.

35. Within twenty-four (24) hours, notify Department of Agriculture of any accidents, incidents or spills. Within three (3) days, the contractor must furnish a complete written report of the accident, incident or spill, which shall include, if necessary, provisions or actions to ensure this type of accident, incident or spill does not recur, including the steps followed to comply with the contractor's emergency response plan and accident prevention plan. Any required notification to Department of Agriculture does not release the contractor from local/state/federal law requirements. The contractor's report should detail the local/state/federal agencies notified, the agency's involvement, outcome of the involvement and any media coverage.

36. Contractor may submit invoices for payment after the completion of the work. Final payment will not be made until the waste pesticides have been transported to, accepted by, and disposed of at an approved disposal facility. Invoices must include copies of all related manifests. Invoices must be in a format acceptable to Department of Agriculture including cross-references to collection location(s) and manifests. A payment schedule may be established between the Contractor and Department of Agriculture. Revisions may be made to this payment schedule subject to good faith negotiations between the contractor and Department of Agriculture. The contractor must submit a written request and supporting documentation to initiate such negotiation.

11. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml.