



TO: DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL  
- MOSQUITO CONTROL SECTION

FROM: THOMAS J. MORAN  
FISH AND WILDLIFE REGIONAL MANAGER  
(302) 836-2555

SUBJECT: **AWARD NOTICE**  
**CONTRACT # NAT12123-INSECTICIDES**  
INSECTICIDES FOR DNREC - MOSQUITO CONTROL SECTION

DATE: MARCH 9, 2012

---

**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

1. CONTRACT PERIOD: .....	2
2. VENDORS: .....	2
3. SHIPPING TERMS: .....	3
4. DELIVERY AND PICKUP:.....	3
5. PRICING: .....	3
ADDITIONAL TERMS AND CONDITIONS.....	10

**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD:**

Each Vendor's contract shall be valid for an approximate eight and one-half (8.5) month period from March 12, 2012 through November 30, 2012.

**2. VENDORS:**

	Vendor Code		Vendor Code
<b>ADAPCO, INC.</b> 550 Aero Lane Sanford, FL 32771 Contact: Customer Service Dept. Phone: (800) 367-0659 (407) 330-4800 Fax: (866) 330-9888 E-mail: <a href="mailto:info@e-adapco.com">info@e-adapco.com</a> Federal E.I.#: 59-2574523 <b>Order placement:</b> Phone: (800) 367-0659 Fax: (866) 330-9888 E-mail: <a href="mailto:orders@MyADAPCO.com">orders@MyADAPCO.com</a> Online: <a href="http://www.MyADAPCO.com">www.MyADAPCO.com</a> <b>Invoice Payment:</b> ADAPCO, Inc. Accounts Receivable P.O. Box 864059 Orlando, FL 32886	<b>A</b>	<b>UNIVAR USA, INC.</b> 1520 Caton Center Drive, Suite Q Baltimore, MD 21227 Contact: John W. Bradford Phone: (410) 242-1106 Fax: (410) 242-1152 E-mail: <a href="mailto:john.bradford@univarusa.com">john.bradford@univarusa.com</a> Federal E.I.#: 91-1347935 <b>Order placement:</b> John Bradford Phone: (410) 242-1106 Fax: (410) 242-1152 E-mail: <a href="mailto:john.bradford@univarusa.com">john.bradford@univarusa.com</a> <b>Invoice Payment:</b> Credit Department UNIVAR USA, Inc. 13009 Collection Center Drive Chicago, IL 60693	<b>B</b>
<b>CLARKE MOSQUITO CONTROL PRODUCTS, INC.</b> 110 East Irving Park Road, 4th Floor Roselle, IL 60172 Contact: Jeff Hottenstein Phone: (800) 323-5727 Fax: (800) 832-9344 Email: <a href="mailto:jhottenstein@clarke.com">jhottenstein@clarke.com</a> Federal E.I.#: 36-3672438 <b>Order placement:</b> Gabriela Simone Phone: (800) 323-5727 ext. 3203 Fax: (800) 832-9344 Email: <a href="mailto:gsimone@clarke.com">gsimone@clarke.com</a> <b>Invoice Payment:</b> Clarke Mosquito Control Accounts Receivable 1710 Reliable Parkway Chicago, IL 60686	<b>C</b>		

**3. SHIPPING TERMS:**

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

**4. DELIVERY AND PICKUP:**

Deliver within ten (10) calendar days of receipt of order.

**5. PRICING:**

Prices will remain firm for the term of the contract.

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
1.	Temephos Concentrate Liquid (2.5 gallon containers)  EPA Registration No.: 8329-60 Brand: Clarke Abate 4E Packaging: 2x2.5 gallon/case	\$ 345.00/gal.	C
	EPA Registration No.: 769-678 Brand: ProVect 4E Larvicide Packaging: 1 gallon jug	\$ 237.50/gal.	B
2.	2% Temephos Biodac Dedusted Granules (25 lb. bags)  EPA Registration No.: 8329-16 Brand: Clarke Abate 2BG Packaging: 25 lb. bag	\$ 3.62/lb.	C
	EPA Registration No.: 769-725 Brand: ProVect 2G Larvicide Packaging: 40 lb. bag	\$ 2.62/lb.	B
3.	Bacillus Thuringiensis var. Israelensis Granules (5/8 and 10/14 mesh; 40 lb. bags)  EPA Registration No.: 730049-10 Brand: Vectobac G, Valent BioSciences Packaging: 40 lb. bag	\$ 1.45/lb.	C
4.	<10% Bacillus Thuringiensis var. Israelensis Aqueous Suspension Concentrate (2.5 or 5 gal. containers and 30 gal. drums; 250 or 264 gal. returnable "totes" optional and priced separately)  EPA Registration No.: 73049-38 Brand: Vectobac 12AS - Valent BioSci. Packaging: 2x2.5 gal./case or 30 gal. drum	\$ 32.70/gal.	C
	Optional Packaging: 264 gallon tote	\$ 27.95/gal.	C

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
5.	>10% Bacillus Thuringiensis var. Israelensis Aqueous Suspension Concentrate (2.5 or 5 gal. containers and 30 gal. drums; 250 or 264 gal. returnable "totes" optional and priced separately)  EPA Registration No.: 73049-38 Brand: Vectobac 12AS - Valent BioSci. Packaging: 2x2.5 gal./case or 30 gal. drum ----- Optional Packaging: 264 gallon tote	\$ 32.70/gal.       \$ 27.95/gal.	C       C
6.	Bacillus Thuringiensis Var. Israelensis Water Dispersible Granules (1 lb. containers)  EPA Registration No.: 73049-56 Brand: Vectobac WDG - Valent BioSci. Packaging: 24x1 lb./case	\$ 768.00/case	C
7.	Bacillus Thuringiensis var. Israelensis and Bacillus Sphaericus Granules (5/8 and 10/14 mesh; 40 lb. bags)  EPA Registration No.: 73049-429 Brand: VectoMax CG - Valent BioSci. Packaging: 40 lb. bag	\$ 7.99/lb.	C
8.	Bacillus Thuringiensis var. Israelensis and Bacillus Sphaericus in Water Soluble Pouches (800/case)  EPA Registration No.: 73049-429 Brand: VectoMax WSP - Valent BioSci. Packaging: 800 pouches/case	\$ 1360.00/cs.	C
9.	Bacillus Sphaericus Water Dispersible Granules (1 lb. containers)  EPA Registration No.: 73049-57 Brand: Vectolex WDG - Valent BioSci. Packaging: 24x1/case	\$ 1248.00/cs.	C
10.	Bacillus Sphaericus Granules (5/8 and 10/14 mesh; 25 or 40 lb. bags)  EPA Registration No.: 84268-2 Brand: Spheratax SPH (50)G Packaging: 40 lb. bag	\$ 5.13/lb.	A

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
11.	Bacillus Sphaericus in Water Soluble Pouches (800/case)  EPA Registration No.: 84268-2 Brand: Spheratax SPH (50)G WSP Packaging: 800 WSP/case	\$ 736.09/cs.	A
12.	5% Methoprene Liquid (1 gallon containers)  EPA Registration No.: 2724-392 Brand: Altosid Liquid 5% - Wellmark Packaging: 4x1 gallon/case	\$ 247.93/gal.	C
13.	20% Methoprene Concentrate Liquid (2.5 gal. containers)  EPA Registration No.: 2724-446 Brand: Altosid Liquid Larvicide SR-20 Packaging: 2x2.5 gallon/case	\$ 884.00/gal.	B
14.	Methoprene 5-10 Day Residual Granules (40 lb. bags)  EPA Registration No.: 2724-489 Brand: Altosid SBG Packaging: 40 lb. bag	\$ 2.79/lb.	B
15.	Methoprene 21 Day Residual Granules (40 lb. bags)  EPA Registration No.: 2724-451 Brand: Altosid XR-G - Wellmark Packaging: 40 lb. bag	\$ 8.05/lb.	C
16.	Methoprene 30 Day Residual Pellets (22 lb. containers)  EPA Registration No.: 2724-448 Brand: Altosid Pellets Packaging: 2x22 lb. container/case	\$ 25.05/lb.	A
17.	Methoprene 30 Day Residual Briquets (400 per case)  EPA Registration No.: 2724-375 Brand: Altosid 30 Day Briquets Packaging: 400 briquets/case	\$ 420.00/cs.	B
18.	Methoprene 150 Day Residual Briquets (220 per case)  EPA Registration No.: 2724-421 Brand: Altosid XR - Wellmark Packaging: 220 briquets/case	\$ 666.60/cs.	C

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
19.	Naled (Oil-Based) Concentrate Liquid (30 gallon, closed-system, returnable containers)  EPA Registration No.: 5481-480 Brand: Dibrom Concentrate Packaging: 30 gallon drum	\$ 166.89/gal.	A
20.	Naled Emulsifiable Concentrate Liquid (30 gallon, closed-system, returnable containers)  EPA Registration No.: 5481-481 Brand: Trumpet EC Packaging: 30 gallon drum	\$ 158.18/gal.	A
21.	31.28% Permethrin + 66% PBO Oil Base Liquid (1 or 5 gallon containers and 30 or 55 gallon drums)  EPA Registration No.: 432-1250 Brand: Permanone 31-66 Packaging: 4x1 gal.; 30 gal. drum; 275 gal. tote <hr/> EPA Registration No.: 73748-6 Brand: Kontrol 31-67 Packaging: 2x2.5 gallon jug <hr/> EPA Registration No.: 8329-43 Brand: Clarke Biomist 31+66 Packaging: 55 gallon drum	\$ 149.97/gal.       <hr/> \$ 62.25/gal.   <hr/> \$ 166.00/gal.	A       <hr/> B   <hr/> C
22.	18% Resmethrin + 54% PBO Concentrate Liquid (5 gallon containers and 30 or 55 gallon drums)  EPA Registration No.: 432-667 Brand: Scourge 18-54 Packaging: 5 gallon pail; 55 gallon drum	\$ 436.62/gal.	A
23.	Water-Based 10% Sumithrin and 10% PBO Liquid (2.5 or 5 gallon containers and 30 or 55 gallon drums)  EPA Registration No.: 1021-1807-8329 Brand: Aqua Anvil - Clarke Packaging: 2x2.5 gal.; 30 or 55 gallon drum	\$ 240.00/gal.	C
24.	10% Sumithrin + 10% PBO Liquid (2.5 or 5 gallon containers and 30 or 55 gallon drums)  EPA Registration No.: 1021-1688-8329 Brand: Anvil 10+10 ULV - Clarke Packaging: 2x2.5 gal.; 30 or 55 gallon drum	\$ 209.10/gal.	C

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
25.	Water-Based 5% Sumithrin + 1% Prallethrin and 5% PBO Liquid (1 or 2.5 gal. containers and 30 or 55 gallon drums)  EPA Registration No.: 1021-2562-8329 Brand: Aqua Duet - Clarke Packaging: 2x2.5 gal./case; 30 or 55 gal. drum	\$ 203.00/gal.	C
26.	5% Sumithrin + 1% Prallethrin and 5% PBO Liquid (1 or 2.5 gallon containers and 30 or 55 gallon drums)  EPA Registration No.: 1021-1795-8329 Brand: Aqua Halt - Clarke Packaging: 2x2.5 gal./case; 30 or 55 gal. drum	\$ 180.65/gal.	C
27.	Water-Based 5% Pyrethrin and 25% PBO Liquid (1 or 2.5 gallon containers and 30 or 55 gallon drums)  EPA Registration No.: 1021-1803-8329 Brand: Aqua Duet - Clarke Packaging: 2x2.5 gal./case; 30 or 55 gal. drum ----- EPA Registration No.: 1021-1785 Brand: Riptide Pyrethrin ULV Packaging: 4x0.5 gallon	\$ 249.75/gal.     \$ 196.48/gal.	C     B
28.	5% Natural Pyrethroid + 25% PBO Liquid (1 or 2.5 gallon containers and 30 or 55 gallon drums)  EPA Registration No.: 1021-1199 Brand: Pyrocide 5+25, 7396 (MGK 7067) Packaging: 5 gallon pail; 30 or 55 gallon drum	\$ 232.76/gal.	A
29.	Heavy Aromatic Naphthalene Petroleum (55 gallon drums)  EPA Registration No.: Brand: Packaging:	NO BIDS	NO BIDS
30.	Highly Refined Petroleum Spray Oil (30, 50, or 55 gallon drums)  EPA Registration No.: Not Applicable Brand: Sunpar 107 - Mineral Oil Packaging: 50 gallon drum ----- EPA Registration No.: Not Applicable Brand: Envirotech Oil Packaging: 30 or 55 gallon drum	\$ 7.68/gal.     \$ 8.45/gal.	B     C

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
31.	Monomolecular Isostearyl Alcohol Surface Film (2.5 gallon containers)  EPA Registration No.: 53263-28 Brand: Agnique MMF Packaging: 2x2.5 gallon/case; 53 gallon drum	\$ 39.03/gal.	A
32.	Monomolecular Isostearyl Alcohol Granule (44 lb. bags) ----- <b>STATE ACCEPTS PROPOSED SUBSTITUTE</b> EPA Registration No.: 53263-30 Brand: Agnique MMF G Pak 35 WSP Packaging: 400 WSP/case	NO BIDS ----- \$ 252.00/cs.	NO BIDS ----- A
33.	20% Etofenprox (2.5 gallon containers and 30 gallon, closed-system, returnable containers)  EPA Registration No.: 2724-791 Brand: Zenivex E20 Packaging: 30 gallon drum ----- Packaging: 2x2.5 gallon/case	\$ 292.00/gal.     \$ 294.00/gal.	A     B
34.	4% Etofenprox (2.5 gallon containers and 30 gallon, closed-system, returnable containers)  EPA Registration No.: 2724-807 Brand: Zenivex E4 RTU Packaging: 30 gallon drum ----- Packaging: 2x2.5 gallon/case	\$ 84.00/gal.     \$ 85.00/gal.	B     B
35.	20% Spinosad (2.5 gallon containers; 2 containers/case)  EPA Registration No.: 8329-82 Brand: Natular 2EC - Clarke Packaging: 2x2.5 gallon/case	\$ 807.06/gal.	C
36.	Spinosad Granules (40 lb. bags)  EPA Registration No.: 8329-80 Brand: Natular G - Clarke Packaging: 40 lb. bag	\$ 4.85/lb.	C



Award Notice  
Contract No.: NAT12123-INSECTICIDES

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
37.	Spinosad 30 day Extended Release Granules (40 lb. bags)  EPA Registration No.: 8329-83 Brand: Natular G30 - Clarke Packaging: 40 lb. bag	\$ 13.00/lb.	C
38.	Spinosad 30 day Tablets (400 per case)  EPA Registration No.: 8329-85 Brand: Natular T30 - Clarke Packaging: 400/case	\$ 536.00/cs.	C
39.	Spinosad Extended Release Tablets (220 per case)  EPA Registration No.: 8329-84 Brand: Natular XRT - Clarke Packaging: 220/case	\$ 849.20/cs.	C

**ADDITIONAL TERMS AND CONDITIONS**

**6. BILLING:**

All billing shall be in triplicate and shall be directed to the Department of Natural Resources and Environmental Control, Division of Fish and Wildlife - Mosquito Control Section, 89 Kings Highway, Dover, DE 19901.

**7. PAYMENT:**

The items of this contract will be paid for at the unit price as contained in the contract. This price and payment shall constitute full compensation for furnishing and delivering the said item. DNREC - Mosquito Control Section will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

**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 the Department of Natural Resources and Environmental Control - Mosquito Control Section 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 online 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:**

This contract is issued to cover the furnishing and delivery of insecticides as described in the Technical Specifications portion of the Invitation to Bid. These insecticides for mosquito control include organophosphates, pyrethroids, mimic growth regulators, biological compounds, and solvents/oils. Formulations include liquid, granular, and powder products.

**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>.

**15. FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

**16. TERMINATION OF P.O.'s:**

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency. If the P.O. is terminated by the Agency for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

**17. RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

**18. TERMINATION OF CONTRACT:**

- a. Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

**19. PRODUCT SHIPMENT/DELIVERIES:**

All products shipped shall be received in good condition and shall conform to specifications. If products shipped are damaged or otherwise fail to meet specifications upon delivery, the product will be refused and returned at supplier's expense.

All products shall be delivered at such time and in such quantities as the Department directs. Deliveries of the products shall be made within ten (10) calendar days after receipt of a product order as described in Additional Terms and Conditions §9 herein. Products not received within ten (10) calendar days of a product order may be subject, at the Department's sole discretion, to a monetary penalty of 10% of product order's contract value credited to/deducted from said product order. Deliveries shall be made as specified by the Department to the Mosquito Control Section at 2430 Old County Road, Newark, DE 19702 in New Castle County, Delaware, or at 1161 Airport Road, Milford, DE 19963 in Kent County, Delaware, or to a location otherwise directed by the Department.

**20. PRODUCT INSPECTION/REJECTION:**

Inspection of delivered products will be conducted by the DNREC - Mosquito Control Section and/or its authorized representative. The DNREC - Mosquito Control Section or its representative reserves the right to reject products that are damaged or otherwise fail to meet specifications. All rejected materials will be replaced by the supplier within 5 (five) business days, with such replacement delivery using, as may be needed, express shipping/delivery at supplier's expense.