

July 15, 2013

TO: Helena Chemical Company

FROM: Bill Jones
Fish & Wildlife Regional Manager
302-284-4795

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT13186-AQ_HERBICIDE
AQUATIC HERBICIDES

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD:

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This contract shall be valid for a one (1) year period from July 1, 2013 through June 30, 2014. Each contract may be renewed for up to two (2) one (1) year extensions through negotiation between the contractor and DNREC/Div of Fish & Wildlife. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS:

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Helena Chemical Company
4 Killdeer Ct., Suite 100
Swedesboro, NJ 08085
Phone: 856-981-9209

3. SHIPPING TERMS:

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F.O.B. destination.

4. DELIVERY AND PICKUP:

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All drums delivered to:
Norman G. Wilder Wildlife Area
782 Kersey Road
Viola, DE 19979

5. PRICING:

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

| ITEM | DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | TOTAL PRICE |
|------|--------------------------------------|------|-----------|------------|---------------------|
| 1. | AQUATIC HERBICIDES (30 GAL. DRUM) | DRUM | 50 | \$ 511.50 | \$ 25,575.00 |
| | CONTRACT TOTAL VALUE | | | | \$ 25,575.00 |

Product offered is AquaNeat Aquatic Herbicide by Nufarm Specialty Products., EPA Registration No. 228-365.

ADDITIONAL TERMS AND CONDITIONS

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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 Government Support Services 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:

Product must be a water-soluble liquid which mixes readily with water and non-ionic surfactant to be applied as a foliar spray for the control or destruction of many herbaceous and woody plants. This product must be intended for control of annual and perennial weeds and woody plants in forests, pine straw plantations, non-crop sites such as utility rights-of-way, and in and around aquatic sites; also for use in wildlife habitat areas, for perennial grass release and grass growth suppression and grazed areas on these sites. Must be labeled to be applied to emerged weeds in all bodies of fresh and brackish water which may be flowing, nonflowing or transient. This includes lakes, rivers, streams, ponds, estuaries, rice levees, seeps, irrigation and drainage ditches, canals, reservoirs, wastewater treatment facilities, wildlife habitat restoration and management areas and similar sites. Must contain the following formulation:

ACTIVE INGREDIENT:

| | |
|---|-------|
| Glyphosate*, N-(phosphonomethyl) glycine in the form of its | |
| Isopropylamine salt | 53.8% |
| INERT INGREDIENTS | 46.2% |

Product must be in 30 gallon drums.

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.