



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
& ENVIRONMENTAL CONTROL  
DIVISION OF FISH & WILDLIFE  
89 Kings Highway  
Dover, Delaware 19901

OFFICE OF THE  
DIRECTOR

Phone: (302) 739-9910  
Fax: (302) 739-6157

November 25, 2014

Aqua-Life Inc.  
930 Tulpehocken Rd.  
Richland, PA 17087

Dear Mr. Ely:

I am pleased to inform you that Aqualife Inc. has been awarded Contract NAT15001-TROUT, Trout Stocking Program. Please note that this is a multiple award contract pursuant to Delaware Code, Title 29, Chapter 6926.

**Specifically, you have been awarded: Spring stream stockings of rainbow trout (13,350 lbs of 12- 13" fish), spring stream stocking of brown trout (2,200 lbs of 11-12" fish), spring stream & pond stockings of trophy rainbow or brown trout (1,096 lbs of minimum 14" fish), and the spring pond stockings of rainbow trout (1,250 lbs of 12-13" fish).**

Attached is a copy of our contract form. A signed copy must be completed and returned to me prior to December 5, 2014. The contract form must have the signature of a representative who has the legal capacity to enter your organization into a formal contract with the State of Delaware, Division of Fish & Wildlife. In addition, a copy of your Certificate of Insurance and DE Business License needs to be included. Electronic submission is acceptable, but if you chose to mail the documents please send them to me at the address listed in the Invitation to Bid. One copy of the fully executed contract form will be returned to you for your records.

You will be required to complete a 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 business and look forward to working with you again.

Sincerely,

*Original on File*

Michael Stangl  
Program Manager  
Delaware Division of Fish and Wildlife

*We Bring You Delaware's Great Outdoors  
through Science and Service*

Find us on Facebook <http://www.facebook.com/DelawareFishWildlife>

Contract Number: NAT15001-TROUT

Title: Trout Stocking Program

THIS AGREEMENT, made and executed in duplicate, shall be effective this 25<sup>th</sup> day of, November 2014.

BY AND BETWEEN: Aqualife Inc.  
930 Tulpehocken Rd.  
Richland, PA 17087

(hereinafter designated as "Contractor"), party of the first part, and the DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL, DNREC, created under the laws of the State of Delaware (hereinafter designated as DNREC), party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by DNREC, agrees with said DNREC as follows:

ARTICLE ONE: The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The work, as set forth in the proposal, and specifications is identified by the signature of the "Contractor" and the Secretary of the said DNREC and become hereby a part of this contract.

ARTICLE TWO: It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Secretary and that the Secretary's decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One.

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of DNREC, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Secretary shall be of the opinion and shall certify in writing to DNREC that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, DNREC may notify the "Contractor" to discontinue all work or any part thereof; and thereupon the "Contractor" shall discontinue such work or such part thereof as DNREC may designate and DNREC may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor".

All costs and charges that may be incurred under this article or any damages that should be borne by the "Contractor" shall be withheld or deducted from any moneys then due, or to become due to the "Contractor" under this contract, or any part thereof, and in such accounting DNREC shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the "Contractor". In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the "Contractor", the "Contractor" shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to DNREC for the completion of the work.

ARTICLE FOUR: It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

IN WITNESS WHEREOF: the said parties to these presents have duly executed this agreement in duplicate the day and year written below:

SIGNED, SEALED AND DELIVERED IN  
the presence of

CONTRACTOR:

*Original on File*

B

(SIGNATURE)

(Seal)

*Original on File*

Witness: \_\_\_\_\_

*Aqua-Lite Inc.*  
(Contractor)

DNREC:

*Original on File*

David Small, Secretary

DNREC

*Original on File*

Witness: \_\_\_\_\_

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.

DOC. #0031M



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
& ENVIRONMENTAL CONTROL  
DIVISION OF FISH & WILDLIFE  
89 Kings Highway  
Dover, Delaware 19901

OFFICE OF THE  
DIRECTOR

Phone: (302) 739-9910  
Fax: (302) 739-6157

November 25, 2014

Zion Grove Trout Hatchery  
1 Trout Lane  
Zion Grove, PA 17985

Dear Ms. Tomalonis:

I am pleased to inform you that Zion Grove Trout Hatchery has been awarded Contract NAT15001-TROUT, Trout Stocking Program. Please note that this is a multiple award contract pursuant to Delaware Code, Title 29, Chapter 6926.

**Specifically, you have been awarded: Fall Stream Stockings of Rainbow Trout (1,000 lbs of 12-13" fish).**

Attached is a copy of our contract form. A signed copy must be completed and returned to me prior to December 5, 2014. The contract form must have the signature of a representative who has the legal capacity to enter your organization into a formal contract with the State of Delaware, Division of Fish & Wildlife. In addition, a copy of your Certificate of Insurance, Fish Health Inspection Report and DE Business License needs to be included. Electronic submission is acceptable, but if you chose to mail the documents please send them to me at the address listed in the Invitation to Bid. One copy of the fully executed contract form will be returned to you for your records.

You will be required to complete a 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.

Thank you for bidding with the State of Delaware. We appreciate your business and look forward to working with you again.

Sincerely,

*Original on File*

Michael Stangl  
Program Manager  
Delaware Division of Fish and Wildlife

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through Science and Service*

Find us on Facebook <http://www.facebook.com/DelawareFishWildlife>

Contract Number: NAT15001-TROUT

Title: Trout Stocking Program

THIS AGREEMENT, made and executed in duplicate, shall be effective this 25th day of, November 2014.

BY AND BETWEEN: Zion Grove Trout Hatchery  
1 Trout Lane  
Zion Grove, PA 17985

(hereinafter designated as "Contractor"), party of the first part, and the DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL, DNREC, created under the laws of the State of Delaware (hereinafter designated as DNREC), party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by DNREC, agrees with said DNREC as follows:

ARTICLE ONE: The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The work, as set forth in the proposal, and specifications is identified by the signature of the "Contractor" and the Secretary of the said DNREC and become hereby a part of this contract.

ARTICLE TWO: It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Secretary and that the Secretary's decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of DNREC, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Secretary shall be of the opinion and shall certify in writing to DNREC that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, DNREC may notify the "Contractor" to discontinue all work or any part thereof, and thereupon the "Contractor" shall discontinue such work or such part thereof as DNREC may designate and DNREC may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor"

All costs and charges that may be incurred under this article or any damages that should be borne by the "Contractor" shall be withheld or deducted from any moneys then due, or to become due to the "Contractor" under this contract or any part thereof, and in such accounting DNREC shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the "Contractor". In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the "Contractor", the "Contractor" shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to DNREC for the completion of the work.

ARTICLE FOUR It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

IN WITNESS WHEREOF the said parties to these presents have duly executed this agreement in duplicate the day and year written below:

SIGNED, SEALED AND DELIVERED IN  
the presence of

CONTRACTOR

BY Original on File  
(SIGNATURE) (Seal)

*Original on File*

Witness \_\_\_\_\_

Zion Grove Trout Hatchery  
(Contractor)

DNREC

Original on File

David Small, Secretary  
DNREC

*Original on File*

Witness \_\_\_\_\_

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.

DOC #0031M