

## STATEWIDE TERM CONTRACT HERBICIDES, ADJUVANTS, & BLENDS

**CONTRACTOR:** HELENA AGRI-ENTERPRISES LLC  
120 SETTLE RD  
INMAN SC 29349

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**CONTRACT NO.:** 4400019446

**EFFECTIVE DATE:** AUGUST 28, 2018

**EXPIRATION DATE:** SEPTEMBER 8, 2019

ITEM	UNIT OF MEASURE	UNIT PRICE	CONTAINER SIZE/ORDER INCREMENT
Herbicides Garlon 4 Ultra (triclopyr)	Gallon	\$ 64.03	15 Gallon Returnable/Refillable
Herbicides Rodeo (Glyphosate)	Gallon	\$18.48	15 Gallon Returnable/Refillable
Herbicides Krenite S (Fosamine)	Gallon	\$ 61.39	15 Gallon Returnable/Refillable
Herbicides Milestone (aminopyralid)	Quart	\$ 79.38	1 Quart
Herbicides Outrider (Sulfosulfuron)	Ounce	\$ 13.48	20 Ounce
Herbicides Plateau (Imazapic)	Gallon	\$ 120.00	1 Gallon
Adjuvants Brewer Defoamer	Quart	\$ 7.58	1 Quart
Adjuvants Poly Control 2 (Anti-Drift)	Quart	\$ 7.55	1 Quart
Adjuvants Brewer 83-17 (Crop Oil)	Gallon	\$ 13.24	15 Gallon Returnable/Refillable
Adjuvants Hi-Light Blue Liquid (Dye)	Quart	\$ 15.12	1 Quart
Adjuvants Brewer 90-10 (Surfactant)	Gallon	\$ 10.63	15 Gallon Returnable/Refillable
Blends Garlon 4 Ultra 20%	Gallon	\$ 20.21	15 Gallon Returnable/Refillable

## **DELIVERY:**

All products must be delivered FOB destination within five (5) business days of the date purchase order is received by vendor.

All deliveries shall be made Monday through Friday during regular work hours, typical work hours are 8:00 a.m. to 5:00 p.m., Eastern Standard Time. The vendor shall be required to give agency or governmental body a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

Products must be off loaded by vendor's transportation company, shrink wrapped if palletized and labeled appropriately. Goods shall only be accepted after inspection by authorized agency or governmental body representative at time of delivery and documented on shipping documents with agencies employee signature and date.

The following documents are due upon delivery to the agency or participating governmental body:

- a. Material Safety Data Sheets (mandatory)
- b. Shipping documents and/or invoice (mandatory)
- c. Returnable/refillable container must arrive with a vendor return label

## **CONTAINERS:**

Containers may be returnable, manufactured with reusable or recyclable materials that can be properly disposed of in accordance with EPA and South Carolina Laws. The vendor shall be responsible for the implementation of a system that will provided instructions and process for the return of empty returnable, refillable polyethylene containers back to the manufacturer. All fees' surcharges, etc. will be incorporated into the bid's unit price.

All drums and pails must be appropriately labeled to indicate both active and inert ingredients contained in each drum or pail. Label must also specify for ground and aerial ULV application for mosquito control. 20 MPH ground ULV application labeling shall be supplied.

All 15-gallon return-refill containers shall have a stainless steel micromatic valve.

The vendor shall be required to pick-up and remove the empty containers delivered under this contract and comply with filling in all agency and governmental body internal documentation. Containers must be picked up within 10 days of written notification.

This includes pickup of refillable and one-way containers.

Regarding one-way containers, the State agrees to provide only such containers that have been triple-rinsed, punctured and are dry.

## **LABELING:**

Labeling must comply with all applicable State and Federal Laws and regulations, which regulate the sale, distribution, handling, or transportation, storage, use, and disposal of chemicals within the State of South Carolina. Chemical containers must contain an identifying lot number which enables tracing and constituent the integrity of the ingredients as well as the quality controls records that are involved in the manufacturing of the product.

## **STATE REGULATIONS:**

All products offered must comply with applicable Federal and State government laws, acts, and regulations. Therefore, the offers will be held responsible to comply with current EPA §7 U.S.C. 136 et seq., Federal Insecticide Fungicide Rodenticide Act (FIFRA), 40 CFR 152 requirements, laws, act, and regulations.

All chemicals offered for sale to the State of South Carolina must comply with S. C. Code of Laws Title 46 Agriculture in its entirety. However, vendors emphasis to this contract will be Chapter §46-13-10 of the South

Carolina Code of Laws (1976). Registration shall be in accordance with Title 46, Section §46-13-30 and any subsequent regulations, which may be applicable. <http://www.scstatehouse.gov/code/title46.php>

**DEFECTIVE PRODUCT:**

All defective products shall be replaced and exchanged by the vendor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the vendor. All replacement products must be received within seven (7) days of agency or governmental body initial notification.

**MSDS FOR HAZARDOUS SUBSTANCES:**

Vendor shall furnish Materials Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.6. A material safety data sheet from the manufacturer must be included with each chemical container.

**TECHNICAL SUPPORT:**

Upon request, contractor shall provide technical assistance or service. Such service shall be available within four (4) hours following request.

Vendor will furnish technical assistance to include product service, handling, transporting, storage, spill clean-up information, general and specific information regarding container decontamination procedures and instructions, plus the proper application for public health purposes. Such services shall be available within 4 hours following telephone request and without additional cost to the using agency. On-site responses will be arranged, if needed. On-site response is expected within forty-eight (48) hours.

In the event of a major pesticide related accident and/or other disaster associated with this product, the vendor must make arrangements with the manufacturer for full technical or on-site assistance for any agency or governmental body in their efforts to minimize the impact of the disaster.

Telephone response from an agency or governmental body for technical assistance must be within 4 hours of call, and on-site responses must be made within ten (10) hours of initial contact. The cost of these services will be at the expense of the vendor.

**Vendor Contact information in the event that technical assistance or major accident:**

**Company:** Helena Chemical  
**Contact Name:** Geer DuBose  
**Contact Phone:** 864-472-2017 (business hours)  
803-480-1425 (after hours)

**Link to Solicitation and Award Documents:**

<http://webprod.cio.sc.gov/SCContractWeb/contractDetail.do?contractNumber=4400009138&hideReturnButton=false>