



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 10, 2018

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS18842-TROUT
TROUT STOCKING PROGRAM

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KEY CONTRACT INFORMATION**

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This contract will be issued to cover the trout requirements for Department of Natural Resources and Environmental Control and shall be accessible to any Political Subdivision, Municipality, or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each vendor's contract shall be valid for a one year period from November 16, 2018 through November 15, 2019. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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GSS18842-TROUTV01 Aqua-Life, Inc. 930 Tulpehocken Road Richland, PA 17087 POC: Sheri Whitman PH: 717-866-2461 EM: sheri@limestonespringspreserve.com FSF: 0000018128	GSS18842-TROUTV02 Zion Grove Trout Hatchery 1 Trout Lane Zion Grove, PA 17985 POC: Anne Tomalonis PH: 570-889-3537 EM: zqtrout@epix.net FSF: 0000019295
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4. DELIVERY SCHEDULE

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a) Pond Stocking Program:

- 1) The successful supplier will **deliver** 625 lbs. of 12" – 13" rainbow trout, plus 32 lbs of trophy-sized trout (minimum 14" each) on two (2) dates.
- 2) Anticipated Delivery Dates: The most likely dates will be March 7, 2019 and March 21, 2019.
- 3) Delivery Location: Tidbury Park Pond in Dover, DE at approximately 12 PM on each scheduled date.

b) Stream Stocking Program:

- 1) Delivery is required. The fish will be delivered to the University of Delaware Field House parking lot at the Athletic Complex off Rt. 896, about one (1) mile north from Newark exit of I-95 or at a suitable mutually agreed upon location. The successful supplier will help off-load a portion (approximately 1,000 pounds) onto the Department's trucks and, if necessary, will remain at the parking lot until the Department's trucks return for a second load or will travel a short distance to the stocking sites for off-loading directly into the streams upon mutual consent of the successful supplier's driver and the Division of Fish & Wildlife.
- 2) Deliveries should be made in the morning on 10 predetermined delivery dates in 2019 (Table 1). The anticipated dates are April 1, 2, 3, 4, 8, 11, 15, 18, 25, May 2, and October 9. Rainbow trout (12-13") should be delivered in ten (10) trips. Trophy rainbow or brown trout (14 inches or greater) should also be delivered on April 4 and April 25, 2019. Brown trout (11 – 12 inches in length) along should be delivered April 18 and May 2, 2019.

5. SHIPPING TERMS

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

6. PRICING

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

Table 1 - Tentative 2019 Trout Stocking Schedule

Waters	Date	Fish	Total Pounds	Trout Length	Delivery Location	Vendor Awarded	Cost
Pond Stockings	7-Mar-19	Rainbow Trout	625	12 -13"	Dover, DE	Zion	\$4.10
	7-Mar-19	Trophy Size Trout	32	14" or greater	Dover, DE	Zion	\$4.75
	21-Mar-19	Rainbow Trout	625	12 -13"	Dover, DE	Zion	\$4.10
	21-Mar-19	Trophy Size Trout	32	14" or greater	Dover, DE	Zion	\$4.75
Stream Stockings	1-Apr-19	Rainbow Trout	2000	12 -13"	Newark, DE	Zion	\$3.90
	2-Apr-19	Rainbow Trout	2000	12 -13"	Newark, DE	Zion	\$3.90
	3-Apr-19	Rainbow Trout	2000	12 -13"	Newark, DE	Zion	\$3.90
	4-Apr-19	Rainbow Trout	1000	12 -13"	Newark, DE	Zion	\$3.90
	4-Apr-19	Trophy Size Trout	1000	14" or greater	Newark, DE	Aqua	\$4.50
	8-Apr-19	Rainbow Trout	1250	12 -13"	Newark, DE	Zion	\$3.90
	11-Apr-19	Rainbow Trout	2000	12 -13"	Newark, DE	Zion	\$3.90
	15-Apr-19	Rainbow Trout	1000	12 -13"	Newark, DE	Zion	\$3.90
	18-Apr-19	Brown and Rainbow Trout	1200 Browns +	Browns 11-12"	Newark, DE	Aqua	\$5.60
			250 Rainbows	Rainbows 12-13"		Zion	\$3.90
	*April 25, 2019	Rainbow Trout	2350	12 -13"	Newark, DE	Zion	\$3.90
	*April 25, 2019	Trophy Size Trout	32	14" or greater	Newark, DE	Zion	\$4.75
	2-May-19	Brown and Rainbow Trout	1000 Browns +	Browns 11-12"	Newark, DE	Aqua	\$5.60
250 Rainbows			Rainbows 12-13"	Zion		\$4.75	
9-Oct-19	Rainbow Trout	1000	12 -13"	Newark, DE	Zion	\$3.90	
*Wilson's Run Special Event							

ADDITIONAL TERMS AND CONDITIONS

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7. 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.

8. 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.

9. 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.

10. 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.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS18842-TROUT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

13. 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.

14. 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.

15. 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.

16. 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>.