



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 # NAT11123-INSECTICIDES**  
INSECTICIDES FOR THE DEPARTMENT OF NATURAL RESOURCES AND  
ENVIRONMENTAL CONTROL – MOSQUITO CONTROL SECTION

DATE: MARCH 15, 2011

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**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD:**

Each Vendor's contract shall be valid for an approximate eight and a half (8.5) month period from March 15, 2011 through November 30, 2011.

**2. VENDORS:**

	<b>Vendor Code</b>		<b>Vendor Code</b>
<p><b>ADAPCO, INC.</b>            550 Aero Lane            Sanford, FL 32771-6342            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</p>	<b>A</b>	<p><b>ALLPRO VECTOR GROUP</b>            9100 W. Bloomington Fwy, Suite 113            Bloomington, MN 55431            Contact: Bruce Russell, General Mgr.            Phone: (952) 884-6477            Fax: (952) 884-6149            E-mail: <a href="mailto:bids@allprovector.com">bids@allprovector.com</a>            Federal E.I.#: 43-1204929  <b>Order placement:</b>            Bruce Russell            Phone: (888) 603-1008            Fax: (952) 884-6149            E-mail: <a href="mailto:bids@allprovector.com">bids@allprovector.com</a>            Online: <a href="http://www.allprovector.com">www.allprovector.com</a>  <b>Invoice Payment:</b>            AllPro Vector Group            9100 W. Bloomington Fwy, Suite 113            Bloomington, MN 55431</p>	<b>B</b>
<p><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</p>	<b>C</b>	<p><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</p>	<b>D</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 gal. containers)  EPA Registration No.: 769-678 Brand: AllPro ProVect 4E Larvicide Packaging: 2.5 gallon jug	\$ 240.00/gal.	D
2.	2% Temephos Biodac Dedusted Granules (25 lb. bags)  EPA Registration No.: 769-725 Brand: ProVect 2G Packaging: 25 lb. bag	\$ 2.42/lb.	B
3.	Bacillus Thuringiensis var. Israelensis Granules (5/8 and 10/14 mesh; 40 lb. bags)  EPA Registration No.: 62637-3 Brand: Aquabac 200G & 200CG Packaging: 40 lb. bag (5/8 & 10/14 Mesh)	\$ 1.39/lb.	A
4.	Bacillus Thuringiensis Var. Israelensis High Potency Granules (5/8 and 10/14 mesh; 40 lb. bags)  EPA Registration No.: 62637-3 Brand: Aquabac 200G & 200CG Packaging: 40 lb. bag (5/8 & 10/14 Mesh)	\$ 1.39/lb.	A

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
5.	Bacillus Thuringiensis var. Israelensis Aqueous Suspension Concentrate (2.5 or 5 gal. containers and 30 gal. drums; 250 gal. returnable "tote" containers optional and priced separately)	\$ 30.26/gal.	A
	EPA Registration No.: 63637-1 Brand: Aquabac XT Packaging: 2x2.5 gal./case or 30 gal. drum		
	EPA Registration No.: 73049-38 Brand: Vectobac 12AS - Valent BioSci. Optional Packaging: 264 gallon tote	\$ 27.95/gal. (264 gallon totes)	C
6.	Bacillus Thuringiensis var. Israelensis High Potency Aqueous Suspension Concentrate (2.5 or 5 gal. containers and 30 gal. drums; 250 gal. returnable "tote" containers optional and priced separately)	\$ 31.65/gal.	C
	EPA Registration No.: 73049-38 Brand: Vectobac 12AS - Valent BioSci. Packaging: 2x2.5 gal./case or 30 gal. drum Optional Packaging: 264 gallon tote	\$ 27.95/gal. (264 gallon totes)	
7.	Bacillus Sphaericus Wettable Powder (1 lb. containers)	\$ 56.30/lb.	C
	EPA Registration No.: 73049-56 Brand: Vectobac WDG - Valent BioSci. Packaging: 24x1 lb./case		
8.	Bacillus Sphaericus Granules (25 or 40 lb. bags)	\$ 5.20/lb.	C
	EPA Registration No.: 73049-20 Brand: Vectolex CG – Valent BioSciences Packaging: 40 lb. bag		
9.	5% Methoprene Concentrate Liquid (1 gal. containers)	\$ 247.93/gal.	A
	EPA Registration No.: 2724-392 Brand: Altosid Liquid Larvicide SR-5 Packaging: 4x1 gallon/case		
10.	20% Methoprene Concentrate Liquid (2.5 gal. containers)	\$ 884.00/gal.	C
	EPA Registration No.: 2724-446 Brand: Altosid Liquid Larvicide Conc. Packaging: 2x2.5 gallon/case		

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
11.	Methoprene 5-10 Day Residual Granules (40 lb. bags)  EPA Registration No.: 2724-489 Brand: Altosid SBG Packaging: 40 lb. bag	\$ 2.71/lb.	D
12.	Methoprene 21 Day Residual Granules (40 lb. bags)  EPA Registration No.: 2724-451 Brand: Altosid XR-G Packaging: 40 lb. bag	\$ 8.05/lb.	C
13.	4.25% 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
14.	Methoprene 30 Day Residual Briquets (400 per case)  EPA Registration No.: 2724-375 Brand: Altosid 30 Day Briquets Packaging: 400 briquets/case	\$ 412.00/cs.	A
15.	Methoprene 150 Day Residual Briquets (220 per case)  EPA Registration No.: 2724-421 Brand: Altosid XR Briquets Packaging: 220 briquets/case	\$ 657.80/cs.	A
16.	Naled Concentrate Liquid (30 gal. drums)  EPA Registration No.: 5481-480 Brand: Dibrom Concentrate Insecticide Packaging: 30 gallon returnable drum	\$ 158.95/gal.	A
17.	Naled EC Liquid (30 gal. drums)  EPA Registration No.: 5481-481 Brand: Trumpet EC Packaging: 30 gallon returnable drum	\$ 150.65/gal.	A

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
18.	31.28% Permethrin + 66% PBO Oil Base Liquid (1 or 5 gal. containers and 30 or 55 gal. drums)  EPA Registration No.: 769-991 Brand: Evluer 31-66 Packaging: 30 or 55 gallon drums	\$ 114.00/gal.	B
	----- EPA Registration No.: 432-1250 Brand: Permanone 31-66 Optional Packaging: 275 gallon tote	\$ 124.02/gal.	A
19.	18% Resmethrin + 54% PBO Concentrate Liquid (5 gal. containers and 30 or 55 gal. drums)  EPA Registration No.: 432-667 Brand: Scourge 18-54 Packaging: 55 gallon drum Optional Packaging: 5 gallon pail	\$ 399.95/gal.     \$ 406.40/gal.	A
20.	10% Sumithrin + 10% PBO Liquid (2.5 or 5 gal. containers and 30 or 55 gal. drums)  EPA Registration No.: 1021-1688-8329 Brand: Anvil 10+10 - Clarke Packaging: 2x2.5 gal.; 30 or 55 gal. drum	\$ 197.50/gal.	C
21.	5% Sumithrin + 1% Prallethrin (1 or 2.5 gallon containers and 30 or 55 gallon drums)  EPA Registration No.: 1021-1795-8329 Brand: Duet - Clarke Packaging: 2x2.5 gal./case; 30 or 55 gal. drum	\$ 166.75/gal.	C
22.	5% Natural Pyrethroid + PBO Liquid (1 or 2.5 gal. containers and 30 or 55 gal. drums)  EPA Registration No.: 1021-1785 Brand: Riptide Pyrethrin ULV Packaging: 55 gallon drum	\$ 180.00/gal.	D
23.	1% Natural Pyrethroid + PBO Liquid (1 or 2.5 gal. containers and 30 or 55 gal. drums)  EPA Registration No.: Brand: Packaging::	NO BIDS	NO BIDS

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
24.	Heavy Aromatic Naphthalene Petroleum (55 gallon drums)  EPA Registration No.: Brand: Packaging:	NO BIDS	NO BIDS
25.	Highly Refined Petroleum Spray Oil (30, 50, or 55 gallon drums)  EPA Registration No.: Not Applicable Brand: SunPar 107 Packaging: 55 gallon drum	\$ 6.85/gal.	D
26.	Monomolecular Isostearyl Alcohol Surface Film (2.5 gallon containers)  EPA Registration No.: 53263-28 Brand: Agnique MMF Packaging: 2x2.5 gal./case or 53 gal. drum	\$ 34.37/gal.	A
27.	20% Etofenprox (2.5 gallon containers and 30 gallon closed-system, returnable containers)  EPA Registration No.: 2724-791 Brand: Zenivex E20 Packaging: 2x2.5 gallon/case Optional Packaging: 30 gallon drum	\$ 323.68/gal.    \$ 320.51/gal.	A
28.	20% Spinosad (2.5 gallon containers; 2 containers/case)  EPA Registration No.: 8329-82 Brand: Natular 2EC - Clarke Packaging: 2x2.5/case	\$ 761.38/gal.	C
29.	Spinosad Granules (40 lb. bags)  EPA Registration No.: 8329-80 Brand: Natular G - Clarke Packaging: 40 lb. bag	\$ 4.75/lb.	C
30.	Spinosad 30 day Extended Release Granules (40 lb. bags)  EPA Registration No.: 8329-83 Brand: Natular G30 - Clarke Packaging: 40 lb. bag	\$ 12.26/lb.	C

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
31.	Spinosad 30 day Tablets (400 per case)  EPA Registration No.: 8329-85 Brand: Natular T30 - Clarke Packaging: 400/case	\$ 504.00/cs.	C
32.	Spinosad Extended Release Tablets (220 per case)  EPA Registration No.: 8329-84 Brand: Natular XRT - Clarke Packaging: 220/case	\$ 801.57/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. Payment will be made within thirty (30) days after invoicing.

**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 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 State makes payments for goods and services using procurement (credit) cards, electronic funds transfer, and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check 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.

**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.