



STATE OF DELAWARE  
Department of Natural Resources & Environmental Control  
Division of Fish & Wildlife

June 29, 2017

ISSUED BY: William L. Jones  
Fish & Wildlife Regional Manager  
302-284-4795

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. NAT16186-AQ\_GLYPHOSATE**  
**Aquatic Glyphosate**  
**Addendum #1-Extending Contract through June 30, 2018**

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**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

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Each vendor's contract shall be valid for one (1) year from July 1, 2016 through June 30, 2017. Each contract may be renewed for four (4) one (1) year extension periods through negotiation between the contractor and Division of Fish & Wildlife. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement. **This contract has been extended through June 30, 2018 under the same pricing, terms and conditions.**

**2. VENDORS**

Helena Chemical Company  
4 Killdeer Ct., Suite 100  
Swedesboro, NJ 08085  
Roy Petters  
856-981-9209  
Fax: 856-241-2086  
pettersl@helenachemical.com

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**3. SHIPPING TERMS**

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

**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 GLYPHOSATE (30 GAL. DRUM)	DRUM	50	\$437.10	\$21,885.00
	<b>CONTRACT TOTAL VALUE</b>				<b>\$21,885.00</b>

Product offered is Aqua Neat Aquatic Herbicide by Nufarm Americas Inc., 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 the Division of Fish & Wildlife 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. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **NAT16186-AQ\_GLYPHOSATE** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

**11. REQUIREMENTS**

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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%

\*Contains 5.4 pounds per gallon of glyphosate in the form of its isopropylamine salt (4 pounds per gallon glyphosate acid).

Award Notice

Contract No. NAT16186-AQ\_GLYPHOSATE

(Note: The herbicide Accord and similar generics will not be accepted even though this product contains 53.8% glyphosate and 46.2 % inert ingredients. According to a Dow Agrosiences representative, the product is primarily intended for forestry/right-of-way applications as opposed to primarily aquatic/wetland areas.)

Product must be packaged in 30 gallon drums.

Product must be labeled for use on *Phragmites australis*.

Vendor will supply only product, no application services are being solicited.

Product will be delivered to:

Norman G. Wilder Wildlife Area

782 Kersey Road

Viola, DE 19979

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.

**12. 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.

**13. 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.

#### **14. 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.

#### **15. 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>.