



DIVISION OF FISH AND WILDLIFE - MOSQUITO CONTROL SECTION

February 1, 2017

ISSUED BY: THOMAS J. MORAN
FISH AND WILDLIFE REGIONAL MANAGER
(302) 836-2555

SUBJECT: **AWARD NOTICE**
CONTRACT # NAT17123-INSECTICIDES
Insecticides for DNREC - Mosquito Control Section

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

Each vendor's contract shall be valid for a two (2) year period from **March 6, 2017* through March 5, 2019**. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the Contractor and Department of Natural Resources and Environmental Control - Mosquito Control Section. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement. * *Due to unforeseen circumstances, this contract will begin once fully executed.*

2. VENDORS

	Vendor		Vendor
<p>ADAPCO, LLC 550 Aero Lane, Sanford, FL 32771 Contact: Ted Bean Phone: (800) 367-0659 (407) 330-4800 Fax: (866) 330-9888 Email: tbean@myadapco.com</p> <p>Order placement: Contact: Elizabeth Leibee Phone: (800) 367-0659 Fax: (866) 330-9888 Email: orders@myadapco.com Online: www.myadapco.com</p> <p>Invoice Payment: ADAPCO, LLC PO Box 931574 Atlanta, GA 31193-1574 FSF#: 0000032868</p>	A	<p>CLARKE MOSQUITO CONTROL PRODUCTS, INC. 675 Sidwell Court St. Charles, IL 60174 Contact: Jeff Hottenstein Phone: (800) 323-5727 Fax: (800) 832-9344 Email: jhottenstein@clarke.com</p> <p>Order placement: Contact: Gabriela Simone Phone: (800) 323-5727 ext. 3187 Fax: (630) 894-1774 Email: gsimone@clarke.com</p> <p>Invoice Payment: Clarke Mosquito Control 16277 Collections Center Drive Chicago, IL 60693 FSF#: 0000022256</p>	B
<p>RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS 3630 Commerce Drive #107 Halethorpe, MD 21227 Contact: Karen Frome Phone: (888) 215-0028 Fax: (410) 242-2332 Karen.Frome@target-specialty.com</p> <p>Order placement: Phone: (888) 215-0028 Fax: (410) 242-2332</p> <p>Invoice Payment: Target Specialty Products 3630 Commerce Drive #107 Halethorpe, MD 21227 FSF#: 0000017682</p>	C	<p>UNIVAR ENVIRONMENTAL SCIENCES 680 Elmwood Court Sharon Hill, PA 19079 Contact: John W. Bradford Phone: (610) 237-8402 Fax: (877) 300-6702 Email: John.Bradford@univarusa.com</p> <p>Order placement: Contact: Brian Smith Phone: (610) 237-8402 Fax: (804) 652-0898</p> <p>Invoice Payment: UNIVAR Environmental Sciences PO Box 409692 Atlanta, GA 30384-9692 FSF#: 0000084406</p>	D

	Vendor	
<p>VALENT BIOSCIENCES CORP. 870 Technology Way Libertyville, IL 60048 Contact: Jim Andrews Phone: (910) 547-8070 James.Andrews@valentbiosciences.com</p> <p>Order placement: Contact: Linda Heeter Phone: (847) 968-4782 Fax: (925) 817-5040 Linda.Heeter@valentbiosciences.com</p> <p>Invoice Payment: Phone: (800) 323-9597 Fax: (925) 817-5040 FSF#: 0000202979</p>	E	

3. SHIPPING TERMS

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

4. DELIVERY AND PICKUP

Deliver within ten (10) calendar days after receipt of a product order.

5. PRICING

Prices will remain firm for the term of the contract.

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
1.	Bacillus Thuringiensis var. Israelensis Granules (5/8 and 10/14 mesh; 40 lb. bags) EPA Registration No.: 62637-3 Brand: Aquabac 200G Packaging: 40 lb. bag	\$ 1.54/lb. (1-159 bags) \$ 1.51/lb. (160+ bags)	A
2.	High Potency Bacillus Thuringiensis var. Israelensis Granules (10/14 mesh; 40 lb. bags) EPA Registration No.: 62637-13 Brand: Aquabac 400G Packaging: 50 lb. bag	\$4.10/lb.	A

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
3.	<p><10% Bacillus Thuringiensis var. Israelensis Aqueous Suspension Concentrate (2.5 gallon jugs and 30 gallon drums; 250 gallon returnable "totes" optional and priced separately)</p> <p>EPA Registration No.: 62637-1 Brand: Aquabac XT Packaging: 2x2.5 gallon/case or 30 gal. drum</p> <p>-----</p> <p>Optional Packaging: 250 gallon tote</p>	<p>\$ 33.72/gal.</p> <p>-----</p> <p>\$ 33.48/gal.</p>	<p>A</p> <p>-----</p> <p>A</p>
4.	<p>>10% Bacillus Thuringiensis var. Israelensis Aqueous Suspension Concentrate (2.5 gallon jugs and 30 gallon drums; 264 gallon returnable "totes" optional and priced separately)</p> <p>EPA Registration No.: 73049-38 Brand: Vectobac 12AS-Valent BioSciences Packaging: 2x2.5 gallon/case or 30 gal. drum</p> <p>-----</p> <p>Optional Packaging: 264 gallon tote</p>	<p>\$ 34.58/gal.</p> <p>-----</p> <p>\$ 28.14/gal.</p>	<p>B</p> <p>-----</p> <p>B</p>
5.	<p>Bacillus Thuringiensis var. Israelensis Water Dispersible Granules (24 lb. containers)</p> <p>EPA Registration No.: 73049-56 Brand: Vectobac WDG-Valent BioSciences Packaging: 24x1 lb./case</p>	<p>\$ 35.00/lb.</p>	<p>B</p>
6.	<p>Bacillus Thuringiensis var. Israelensis and Bacillus Sphaericus Multi-Brood Granules (40 lb. bags)</p> <p>EPA Registration No.: 73049-429 Brand: Vectomax FG-Valent BioSciences Packaging: 40 lb. bag</p>	<p>\$ 6.44/lb.</p>	<p>B</p>
7.	<p>Bacillus Thuringiensis var. Israelensis and Bacillus Sphaericus Multi-Brood Controlled Release Granules (35 lb. bags)</p> <p>EPA Registration No.: 85685-2 Brand: Fourstar CRG Packaging: 35 lb. bag</p>	<p>\$ 14.30/lb.</p>	<p>A</p>

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
8.	Bacillus Thuringiensis var. Israelensis Multi-Brood Controlled Release Granules (35 lb. bags) EPA Registration No.: 85685-4 Brand: Fourstar BTI CRG Packaging: 35 lb. bag	\$ 11.31/lb.	A
9.	Bacillus Thuringiensis var. Israelensis and Bacillus Sphaericus 45 Day Residual Briquets (200/case) EPA Registration No.: 83362-3 Brand: Fourstar 45 Day Briquets Packaging: 200 briquets/case	\$ 248.73/cs.	A
10.	Bacillus Thuringiensis var. Israelensis and Bacillus Sphaericus 90 Day Residual Briquets (200/case) EPA Registration No.: 83362-3 Brand: Fourstar 90 Day Briquets Packaging: 200 briquets/case	\$ 413.71/cs.	A
11.	Bacillus Thuringiensis var. Israelensis and Bacillus Sphaericus 180 Day Residual Briquets (200/case) EPA Registration No.: 83362-3 Brand: Fourstar 180 Day Briquets Packaging: 200 briquets/case	\$ 649.68/cs.	A
* FIXED-PRICE ITEMS 12-16 & 18-19: ROTATING ORDERS THROUGH VENDORS A, B, D *			
12.	5% Methoprene Liquid (1 gallon containers) EPA Registration No.: 2724-392 Brand: Altosid Liquid Larvicide SR-5 Packaging: 4x1 gallon/case	\$ 253.00/gal.	*
13.	20% Methoprene Concentrate Liquid (2.5 gal. containers) EPA Registration No.: 2724-446 Brand: Altosid Liquid Concentrate SR-20 Packaging: 2x2.5 gallon/case	\$ 900.00/gal.	*

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
14.	Methoprene 5-10 Day Residual Granules (40 lb. bags) EPA Registration No.: 2724-489 Brand: Altosid SBG II Packaging: 40 lb. bag	\$ 3.06/lb.	*
15.	Methoprene 21 Day Residual Granules (40 lb. bags) EPA Registration No.: 2724-451 Brand: Altosid XRG Packaging: 40 lb. bag	\$ 8.45/lb.	*
16.	Methoprene 30 Day Residual Pellets (22 lb. jugs) EPA Registration No.: 2724-448 Brand: Altosid Pellets Packaging: 2x22 lb. jugs/case	\$ 25.55/lb.	*
17.	Methoprene 42 Day Residual Pellets (40 lb. bags) EPA Registration No.: 73049-475 Brand: MetaLarv S-PT Packaging: 40 lb. bag	\$ 28.80/lb.	E
18.	Methoprene 30 Day Residual Briquets (400 per case) EPA Registration No.: 2724-375 Brand: Altosid 30 Day Briquets Packaging: 400 briquets/case	\$ 448.00/cs.	*
19.	Methoprene 150 Day Residual Briquets (220 per case) EPA Registration No.: 2724-421 Brand: Altosid XR Briquets Packaging: 220 briquets/case	\$ 710.60/cs.	*
20.	Naled (Oil-Based) Concentrate Liquid (30 gallon, closed-system, returnable containers) EPA Registration No.: 5481-480 Brand: Dibrom Concentrate Packaging: 30 gallon closed-system drum	\$ 205.92/gal. \$ 203.76/gal. (4+ drums)	A

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
21.	Naled Emulsifiable Concentrate Liquid (30 gallon, closed-system, returnable containers) EPA Registration No.: 5481-481 Brand: Trumpet EC Packaging: 30 gallon closed-system drum	\$ 193.22/gal.	A
22.	10% Sumithrin + 10% PBO Liquid (30 or 55 gallon drums) EPA Registration No.: 1021-1688-8329 Brand: Anvil 10+10 ULV - Clarke Packaging: 30 gallon or 55 gallon drum	\$ 238.85/gal.	B
23.	5% Sumithrin + 1% Prallethrin and 5% PBO Liquid (30 or 55 gallon drums) EPA Registration No.: 1021-1795-8329 Brand: Duet ULV - Clarke Packaging: 30 gallon or 55 gallon drum	\$ 197.17/gal.	B
24.	7.9% Bifenthrin Liquid (16, 32, 64, or 128 oz. containers) EPA Registration No.: 53883-118 Brand: Bifen I/T Packaging: 1 gallon containers	\$ 25.80/gal.	C
25.	Highly Refined Petroleum Spray Oil (30, 50, or 55 gallon drums) EPA Registration No.: Not Applicable Brand: Resolute Max Par 20 Packaging: 50 gallon drum	\$ 4.81/gal.	D
26.	Monomolecular Isostearyl Alcohol Surface Film (2.5 gal.)	NO BIDS	NO BIDS
27.	Larvicidal Oil (1, 2.5, and 5 gallon containers) EPA Registration No.: 70589-1 Brand: BVA 2 Packaging: 5 gallon pail	\$ 7.89/gal.	A
	----- EPA Registration No.: 73748-10 Brand: Masterline Kontrol Larvicidal Oil Packaging: 2.5 gallon jug	\$ 11.31/gal.	D

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
* FIXED-PRICE ITEMS 28-29: ROTATING ORDERS THROUGH VENDORS A & D *			
28.	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 jugs/case ----- Packaging: 30 gallon drum	\$ 301.90/gal. ----- \$ 299.80/gal.	* ----- A
29.	4% Etofenprox (2.5 gallon containers and 30 gallon, closed-system, returnable containers) EPA Registration No.: 2724-807 Brand: Zenivex E4 RTU Packaging: 2x2.5 gallon/case ----- Packaging: 30 gallon drum	\$ 83.40/gal. ----- \$ 82.40/gal.	* ----- A
30.	20% Spinosad Liquid Concentrate (2.5 gallon; 2 per case) EPA Registration No.: 8329-82 Brand: Natular 2 EC - Clarke Packaging: 2x2.5 gallon/case	\$ 1027.62/gal	B
31.	Spinosad Granules (40 lb. bags) EPA Registration No.: 8329-80 Brand: Natular G - Clarke Packaging: 40 lb. bag	\$ 5.40/lb.	B
32.	Spinosad 30 Day Extended Release Granules (40 lb. bags) EPA Registration No.: 8329-83 Brand: Natular G30 - Clarke Packaging: 40 lb. bag	\$ 15.20/lb.	B
33.	Spinosad 30 Day Tablets (400 per case) EPA Registration No.: 8329-85 Brand: Natular T30 - Clarke Packaging: 400 tablets/case	\$ 584.00/cs.	B

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
34.	Spinosad Extended Release Tablets (220 per case) EPA Registration No.: 8329-84 Brand: Natular XRT - Clarke Packaging: 220 tablets/case	\$ 928.40/cs.	B
35.	2% Deltamethrin Liquid (2.5, 5, or 30 gallon containers) EPA Registration No.: 432-1534 Brand: Deltagard Insecticide Packaging: 2x2.5 gallon/case ----- Packaging: 30 gallon drum	\$ 179.48/gl. ----- \$ 173.67/gl.	A ----- A
- 36 -	Vendor submitted product: VectoPrime FG EPA Registration No.: 73049-501 Packaging: 220 tablets/case	\$ 3.95/lb.	E

ADDITIONAL TERMS AND CONDITIONS

6. BILLING

All billing 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. DNREC - Mosquito Control Section will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The vendor must accept full payment by procurement (credit) card, 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 Department of Natural Resources and Environmental Control - 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 contractor or vendor must accept full payment by procurement (credit) card, 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 contract number **NAT17123-INSECTICIDES** 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

This contract will be issued to cover the furnishing and delivery of insecticides as described in the Technical Specifications. These insecticides for mosquito control include organophosphates, pyrethroids, mimic growth regulators, biological compounds, and solvents/oils. Formulations include liquid, granular, and powder products.

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>.

16. 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 Agency directs. Deliveries of the products shall be made within ten (10) calendar days after receipt of a product order as described in Special Provisions §26 herein. Products not received within ten (10) calendar days of a product order may be subject, at the Agency'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:

- **2430 Old County Road, Newark, DE 19702** in New Castle County, Delaware;
- **1161 Airport Road, Milford, DE 19963** in Kent County, Delaware;
- Or to a location otherwise directed by the Department.

17. 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 five (5) business days, with such replacement delivery using, as may be needed, express shipping/delivery at supplier's expense.