



STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Fish and Wildlife - Mosquito Control Section

February 18, 2019

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

SUBJECT: **AWARD NOTICE**
CONTRACT # NAT19123-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 two (2) years from **March 6, 2019 through March 5, 2021**. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and the Department of Natural Resources and Environmental Control - Mosquito Control Section. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

	Vendor		Vendor
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 Order placement: Contact: Kim Coffey Phone: (800) 367-0659 Fax: (866) 330-9888 Email: orders@myadapco.com Online: www.myadapco.com Invoice Payment: ADAPCO, LLC PO Box 931574 Atlanta, GA 31193-1574 FSF#: 0000032868	V01	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 Order placement: Contact: Gabriela Simone Phone: (800) 323-5727 ext. 3187 Fax: (630) 894-1774 Email: gsimone@clarke.com Invoice Payment: Clarke Mosquito Control 16277 Collections Center Drive Chicago, IL 60693 FSF#: 0000022256	V02

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.: 73049-10 Brand: Vectobac G/GS Packaging: 40 lb. bag	\$ 1.51/lb.	V01
2.	High Potency Bacillus Thuringiensis var. Israelensis Granules (10/14 mesh; 40 lb. bags)	NO BIDS	NO BIDS
3.	<10% Bacillus Thuringiensis var. Israelensis Aqueous Suspension Concentrate (30 gallon drums; 250+ gallon returnable "totes" optional and priced separately)	NO BIDS	NO BIDS
4.	>10% Bacillus Thuringiensis var. Israelensis Aqueous Suspension Concentrate (30 gallon drums; 250+ gallon returnable "totes" optional and priced separately) EPA Registration No.: 73049-38 Brand: Vectobac 12AS Packaging: 2x2.5 gallon/case or 30 gal. drum Optional Packaging: 264 gallon tote	\$ 34.58/gal. \$ 29.35/gal.	V01 V01
5.	Methoprene and Bacillus Thuringiensis var. Israelensis Residual Granules (40 lb. bags) EPA Registration No.: 89459-93 Brand: Duplex-G Packaging: 40 lb.	\$ 14.25/lb.	V02
6.	5% Methoprene Liquid (1 gallon containers) EPA Registration No.: 2724-392 Brand: Altosid Liquid Larvicide 5% Packaging: 4x1 gallon/case	\$ 264.45/gal.	V02

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
7.	20% Methoprene Concentrate Liquid (2.5 gal. containers) EPA Registration No.: 2724-446 Brand: Altosid SR-20 - Zoecon Packaging: 2x2.5 gallon/case	\$ 940.96/gal.	V02
8.	Methoprene 5-10 Day Residual Granules (40 lb. bags) EPA Registration No.: 75318-8-89459 Brand: Altosid SBG II - Zoecon Packaging: 40 lb. bag	\$ 3.21/lb.	V02
9.	Methoprene 21 Day Extended Release Granules (40 lb. bags) EPA Registration No.: 2724-451 Brand: Altosid XR-G - Zoecon Packaging: 40 lb. bag	\$ 8.75/lb.	V02
10.	Methoprene 35 Day Extended Release Granules (40 lb. bags) EPA Registration No.: 89459-95 Brand: Altosid P-35 Packaging: 40 lb. bag	\$ 17.25/lb.	V02
11.	Methoprene 30 Day Residual Briquets (400 per case) EPA Registration No.: 2724-375 Brand: Altosid 30 Day - Zoecon Packaging: 400 briquets/case	\$ 476.00/cs.	V02
12.	Methoprene 150 Day Residual Briquets (220 per case) EPA Registration No.: 2724-421 Brand: Altosid XR - Zoecon Packaging: 220 briquets/case	\$ 752.40/cs.	V02
13.	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	\$ 233.84/gal.	V01

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
14.	<p>Naled Emulsifiable Concentrate Liquid (30 gallon, closed-system, returnable containers)</p> <p>EPA Registration No.: 5481-481 Brand: Trumpet EC Packaging: 30 gallon closed-system drum</p>	\$ 219.38/gal.	V01
15.	<p>10% Sumithrin + 10% PBO Liquid (30 or 55 gallon drums)</p> <p>EPA Registration No.: 1021-1688-8329 Brand: Anvil 10+10 Packaging: 30 gallon & 55 gallon drum</p>	\$ 261.24/gal.	V02
16.	<p>5% Sumithrin + 1% Prallethrin and 5% PBO Liquid (30 or 55 gallon drums)</p> <p>EPA Registration No.: 1021-1795-8329 Brand: Duet Packaging: 30 gallon & 55 gallon drum</p>	\$ 205.13/gal.	V02
17.	<p>7.9% Bifenthrin Liquid (16, 32, 64, or 128 oz. containers)</p> <p>EPA Registration No.: 5481-520 Brand: Wisdom TC Flowable Packaging: 4x1 gallon/case</p>	\$ 54.26/gal.	V01
18.	<p>Highly Refined Petroleum Spray Oil (30 or 55 gallon drums)</p> <p>EPA Registration No.: 55206-2 Brand: BVA 13 ULV oil Packaging: 50 or 55 gallon drum</p>	\$ 8.91/gal.	V01
19.	<p>Larvicidal Oil (1, 2.5, and 5 gallon containers)</p> <p>EPA Registration No.: 70589-1 Brand: BVA 2 Larvicide Oil Packaging: 5 gallon pail</p>	\$ 10.32/gal.	V01

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
20.	20% Etofenprox (2.5 gallon containers and 30 gallon, closed-system, returnable containers) EPA Registration No.: 2724-791 Brand: Zenivex E20 - Central Life Sciences Packaging: 2x2.5 gallon jugs/case ----- Packaging: 30 gallon drum	\$ 312.54/gal. ----- \$ 310.37/gal.	V02 ----- V02
21.	4% Etofenprox (2.5 gallon containers and 30 gallon, closed-system, returnable containers) EPA Registration No.: 2724-807 Brand: Zenivex E4 - Central Life Sciences Packaging: 2x2.5 gallon/case ----- Packaging: 30 gallon drum	\$ 86.36/gal. ----- \$ 85.30/gal.	V02 ----- V02
22.	20% Spinosad Liquid Concentrate (2.5 gallon; 2 per case) EPA Registration No.: 8329-82 Brand: Natular 2 EC Packaging: 2x2.5 gallon/case	\$ 1126.12/gal	V02
23.	Spinosad Granules (40 lb. bags) EPA Registration No.: 8329-80 Brand: Natular G - Clarke Packaging: 40 lb. bag	\$ 5.98/lb.	V02
24.	Spinosad 30 Day Extended Release Granules (40 lb. bags) EPA Registration No.: 8329-83 Brand: Natular G30 - Clarke Packaging: 40 lb. bag	\$ 16.20/lb.	V02
25.	Spinosad 30 Day Tablets (400 per case) EPA Registration No.: 8329-85 Brand: Natular T30 - Clarke Packaging: 400 tablets/case	\$ 692.00/cs.	V02

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ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR
26.	Spinosad Extended Release Tablets (220 per case) EPA Registration No.: 8329-84 Brand: Natular XRT - Clarke Packaging: 220 tablets/case	\$ 970.20/cs.	V02
27.	2% Deltamethrin Liquid (2.5, 5, or 30 gallon containers) EPA Registration No.: 432-1534 Brand: Deltagard Insecticide Packaging: 2x2.5 gallon/case or 30 gal. drum	\$ 196.94/gal.	V01
28.	Bacillus Thuringiensis var. Israelensis and Methoprene Single Brood Granules (40 lb. bags) EPA Registration No.: 73049-501 Brand: Vectoprime FG Packaging: 40 lb. bag	\$ 3.90/lb.	V01

ADDITIONAL TERMS AND CONDITIONS

6. BILLING

The successful vendor is required to submit paper invoices via U.S. Mail to the **Department of Natural Resources and Environmental Control, 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 **NAT19123-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, insect 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;
- **2057 Nine Foot Road, Greenwood, DE 19950** 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.