

State of Delaware

AIRPLANE SPRAYING FOR THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL – MOSQUITO CONTROL SECTION

Invitation to Bid Contract No. 10-AIR-MC

February 3, 2010

**- Deadline to Respond -
Friday, March 5, 2010
1:00 P. M., EST**

February 3, 2010

CONTRACT NO. 10-AIR-MC

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" (ITB) for **AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL**. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. 10-AIR-MC

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 INVITATION TO BID, INCLUDING SCOPE OF WORK AND TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
 - A - NO BID REPLY FORM
 - B - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - C - BID PRICE QUOTATION FORM
 - D - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

Please Note:

This bid document contains new and amended information. All potential Vendors are requested to thoroughly read this document.

In order for your bid to be considered, the Bid Quotation Reply Section shall be executed completely and correctly and returned in an envelope clearly displaying the contract number by **1:00 P.M., p.m. EST., Friday, March 5, 2010**.

Bids shall be submitted to:

**State of Delaware
Department of Natural Resources and Environmental Control
Mosquito Control Section
2430 Old County Rd
Newark, DE 19702**

Bidders are encouraged to submit questions in writing up until 4:30 p.m., Monday, February 22, 2010 to Thomas Moran at DNREC - Mosquito Control Section, 2430 Old County Road, Newark, DE 19702 or via email to Thomas.Moran@state.de.us. An addendum will be issued answering all questions.

Please review and follow the information and instructions contained in the appropriate sections of this Invitation to Bid package. Should you need additional information, please call Thomas Moran at 836-2555.

INVITATION TO BID
CONTRACT NO.: 10-AIR-MC
AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the application (by airplane) of mosquito control insecticides as granules or in a solution of oil, solvent, or water. This work is to be done at the time, in the amounts, and at the locations as directed by the Department. The Department refers to the Delaware Department of Natural Resources and Environmental Control (DNREC), and in almost all cases will more specifically apply to or involve the Mosquito Control Section within DNREC's Division of Fish and Wildlife.

2. **CONTRACT PERIOD:**

The contractor's contract shall be valid for an eight and one-half (8.5) month period **from March 15, 2010 through November 30, 2010.**

3. **PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State of Delaware.

The pricing policy that you choose to submit must address the following concerns

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this Invitation to Bid or Purchase Order issued based on this contract.

4. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

5. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid are best estimates and are given as a basis for the comparison of the bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

6. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

7. **PERFORMANCE BOND REQUIREMENT:**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Mosquito Control Section with surety in the amount of 100% of the specific award (see specific notes on pages 34 and 36). Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the Department's bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Department's Bond Form.

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8. **MANDATORY INSURANCE REQUIREMENTS:**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State.

A. Comprehensive General Liability combined coverage for:

1. Bodily Injury Liability – \$1,000,000 per person/\$3,000,000 per occurrence for bodily injury and property damage (excluding chemical liability).

And

2. Property Damage Liability – \$300,000 per person/occurrence for chemical bodily injury or chemical property damage.

B. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others .

Due to variations in the availability of aviation insurance coverage and limits, exception to the above-specified **AVIATION** insurance coverage or limit requirements can be taken in accordance with Item 13 of the Special Provisions Section if written documentation from the bidder's insurance company(ies) is provided stating that the required insurance coverage is not practicably available. **BID PROPOSALS WILL NOT BE CONSIDERED UNTIL ANY EXCEPTION TO THE ABOVE-SPECIFIED AVIATION INSURANCE REQUIREMENTS HAS BEEN SUBMITTED IN WRITING.**

Bids must include documentation of the required insurance coverage in the form of a Certificate(s) of Insurance and/or copy(copy(ies) of insurance policies, or, if the required insurance is not in effect at the time of bid submission, a Letter(s) of Guarantee from the bidder's insurance company(ies) stating that the required insurance coverage/policy(ies) will be issued if the bidder is awarded this contract.

Forty-five (45) days written notice of cancellation or material change of any policies is required.

Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Mosquito Control Section
Contract No. 10-AIR-MC
State of Delaware
2430 Old County Road
Newark, DE 19702**

Note: The State of Delaware shall not be named as an additional insured.

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9. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish the Department with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephoning the Licensing Department at (302) 577-8778.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

10. **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.

11. **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.

12. **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.

13. **EXCEPTIONS:**

Bidder may elect to take minor exception to the terms and conditions of this Invitation to Bid. The Department will evaluate each exception according to the intent of the terms and conditions contained herein. The Department shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

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SPECIAL PROVISIONS

14. **BUSINESS REFERENCES:**

Bidder must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

15. **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.

16. **BILLING:**

The successful vendor is required to bill the Department of Natural Resources and Environmental Control, Division of Fish and Wildlife, Mosquito Control Section, 89 Kings Highway, Dover, DE 19901. Such billing shall be submitted at least once a month and reflect unpaid billable acreage sprayed within approximately the last month prior to bill submission or since the last bill submission. These bills shall be based on the unit price offered for materials applied.

17. **BASIS OF PAYMENT:**

The determination for all payments shall be made by the Department and shall be final and binding on both parties. The Department reserves the right to withhold payment for unsatisfactory mosquito control resulting from incomplete application coverage due to equipment malfunction, pilot error or, if not accompanied by Department personnel other unfavorable conditions that arise during application flights.

The contractor will be paid a unit price per acre for the actual acreage sprayed. Payment will be computed for following the time frames:

- From 3 to 24 hours after receiving a request to spray (and whereby a contractor wouldn't be expected to deliver spray services during a period up to 3 hours after receiving such a request; but if spraying could commence before the initial 3-hour period ends, that would certainly be acceptable too).
- After 24 hours since receiving a request to spray.

The unit prices per acre for both categories above will be submitted for all items listed in the Bid Quotation Form-- please refer to Invitation to Bid, Basis of Award, § IVA.

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There will be no charge/payment for equipment tests or calibrations performed by the contractor either independently or as reasonably directed by the Department:

The acreage for which payment will be made shall be computed by the Department from spray area maps furnished by the Department or from volume of liquid or weight of granular insecticides applied at calibrated application rates determined by the Department.

No charges will be imposed for cancellation of any flights other than for acreage effectively treated as determined by the Department.

18. **DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Department.

19. **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).

20. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for non-performance of work.

21. **TIME OF PERFORMANCE:**

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

22. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this Invitation to Bid. Subcontractors, if any, shall be clearly identified in the financial proposal.

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23. **LIFE CYCLE COST ANALYSIS:**

If applicable, the specifications contained within this Invitation to Bid have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

24. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

25. **TERMINATION OF PURCHASE ORDERS:**

- 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 Department shall have the right to terminate the purchase order (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 Department, 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 Department.
- b. Termination for Convenience: The Department may terminate the purchase order (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 Department. If the P.O. is terminated by the Department 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.

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26. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the Contractor shall be incorporated in written amendments to the Purchase Order.

27. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

28. **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.

29. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

30. **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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31. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph “a”, the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

32. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

33. **AUDIT ACCESS TO RECORDS:**

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

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34. **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
- b. 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.
- c. 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.

35. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

36. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

37. **SUBCONTRACTS:**

Subcontracting is permitted under this Invitation to Bid and contract. However, every subcontractor shall be identified in the bid proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

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The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the Invitation to Bid and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

38. **THE DEPARTMENT'S RESPONSIBILITIES:**

The Department 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 department observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

39. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your bid proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Bidders are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party.

40. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Invitation to Bid, Bid Quotation Reply Section, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any bidder. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Invitation to Bid
- Specifications or Scope of Work
- Definitions & General Provisions
- Bid Quotation Reply Section
- Purchase Order
- Special Instructions

41. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Director, Division of Fish and Wildlife, of the State of Delaware

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42. **PENALTY CLAUSE:**

If the contractor, due to his own reasons or fault, shall neglect, fail or refuse to provide the number of aircraft specified herein within the hours requested (Appendix A, Scope of Work Details), or mentioned above, then the contractor shall forfeit to or pay the Department as liquidated damages for breach of contract, the sum of one (1) percent of the total bid price for each incident.

43. **LAWS TO BE OBSERVED:**

The Contractor shall save harmless the State and all of its representatives from all suits, actions, or claims of any character instituted or made on account of any injuries or damages alleged to have been sustained by any person or property as the result of the prosecution of the work provided for herein except (1) for alleged injuries to person, livestock, poultry, crops, or property attributable to the characteristics of the spraying material such as, but not necessarily limited to, its potency, and residual effects; (2) for any such alleged injuries from spray material which result due to weather conditions at the time of or after application; (3) for any such alleged injuries which result from any act or omission of the Contractor which was expressly ordered by the State.

The State of Delaware shall not be responsible for overspraying outside mapped boundaries, spraying at a heavier rate per acre than specified due to over-lapping applications and/or spray at a heavier rate due to equipment malfunction or breakage.

Contractor shall develop an FAA approved congested area flight plan for aerial spraying over populated areas.

44. **SUBLETTING OR ASSIGNMENT OF CONTRACT:**

The Contractor shall give his personal attention to the faithful prosecution of the work and shall keep the same under his personal control. All Contract Specifications, Regulations, Laws, etc. that apply to the Prime Contractor also apply to all Subcontractors. All Subcontractors must be approved by the Department. The Contractor shall not assign by power of attorney or otherwise and shall not sublet the work or any part thereof without the previous written consent of the Department. The Contractor shall not either, legally or equitably, assign any of the monies payable under this agreement or his claim thereto unless by and with the written consent of the Department.

45. **PRE-QUALIFICATION REQUIREMENTS:**

The individual Contractor's Statement of Qualifications, including the attached Experience and Equipment Statements as described in the attached Invitation to Bid § IVC, will be weighed by the Department prior to awarding the contract.

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INVITATION TO BID

I. **INTRODUCTION:**

A. **PURPOSE:**

It is the goal of this Invitation to Bid (ITB) is to identify a vendor(s) and execute a contract for airplane spraying for the Department. The Department refers to the Delaware Department of Natural Resources and Environmental Control (DNREC), and in almost all cases will more specifically apply to or involve the Mosquito Control Section within DNREC's Division of Fish and Wildlife.

B. **GUIDELINES:**

Bidders must respond to each and every requirement outlined in the Invitation to Bid in order to be considered responsive. Bids must be clear and concise.

II. **FORMAT FOR PROPOSAL:**

A. **INTRODUCTION:**

This section prescribes the mandatory format and content for the presentation of a bid in response to this Invitation to Bid. Each bidder must provide every component listed in the order shown in this Invitation to Bid, using the format prescribed for each component. A bid may be rejected if it is incomplete or conditional.

B. **COVER LETTER:**

Each bid will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the bidder's ability to provide the services specified in the Invitation to Bid.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with a State Department of Delaware.

C. **PRICE QUOTATION:**

Each bid as completed by the bidder must contain the price of bid products/services which is to be shown in the attached Bid Price Quotation Form.

D. **OTHER ITEMS REQUIRED:**

State of Delaware Business License. (Special Provisions § 9)

Three (3) business references. (Special Provisions §14)

Applicable forms contained in Bid Quotation Reply Section or as otherwise attached hereto, including the Equipment and Experience Statement and the Bid Price Quotation Form.

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II. **FORMAT FOR PROPOSAL:** (continued)

E. **NUMBER OF COPIES OF BID:**

Two (2) copies of the Bid shall be submitted in a sealed package clearly marked with the name of the bidder. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a bidder's signature. The remaining one (1) copy does not require original signatures; however they shall be identical to the "Master Copy", including all required documents.

F. **ADDENDA TO THE INVITATION TO BID:**

If it becomes necessary to revise any part of this Invitation to Bid, revisions in writing will be provided to all contractors known to have received a copy of the Invitation to Bid. Potential bidders shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this Invitation to Bid by submitting an affirmative statement in the Bid.

G. **INCURRED EXPENSES:**

The Department will not be responsible for any expenses incurred by the bidder in preparing and submitting a bid.

H. **ECONOMY OF PREPARATION:**

Bids should be prepared simply and economically, providing a straight-forward, concise description of the contractors bid to meet the requirements of the Invitation to Bid. **DO NOT USE RING BINDERS.**

I. **RIGHT TO REJECT BID/WAIVE OR CORRECT MINOR IRREGULARITIES:**

The State reserves the right to withdraw this Invitation to Bid, to reject any bids, to waive minor irregularities in bids or to allow the bidder to correct a minor irregularity if the best interest of the State will be served by doing so.

III. **SCOPE OF WORK:**

A. **OVERVIEW:**

The Contractor(s) shall provide all services to satisfy the State of Delaware's need for airplane spraying for the Department as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering the Department to make sure the State receives the most current state-of-the-art services.

B. **DETAILED REQUIREMENTS:**

The price of services offered under this Invitation to Bid is to be shown by the bidder in the Bid Price Quotation Form attached hereto, and made a part of the contract.

CONTRACT NO.: 10-AIR-MC
AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
INVITATION TO BID

The ability to provide services offered under this Invitation to Bid is to be shown by the bidder in at least the Statement of Qualifications as described in § IVC herein to include the Experience Statement and Equipment Statement forms attached hereto.

IV. BID EVALUATION PROCEDURES:

A. BASIS OF AWARD:

The Department shall award this contract to the lowest responsible and responsive bidder who best meets the terms and conditions of the Invitation to Bid. The contract will be awarded on the basis of price, aircraft specification details, and prior mosquito control air application service history and capability. The intent is to award this contract to one (1) vendor.

The contract price determination in this bid **is based on a unit price per acre, for the actual acreage sprayed, for all product formulations outlined in the Bid Quotation Form.** It is imperative that the contractor must submit a unit price per acre for all outlined items in the Bid Quotation form, done for the following time periods:

1. From a three (3) to twenty-four (24) hour time frame after receiving a request to spray
2. After a twenty-four (24) hour time frame since receiving a request to spray

The actual spray event will take place,

1. Once it is determined by the Mosquito Control Section to implement such an event and the Contractor has been contacted with the spray request; and
2. Mosquito Control Section personnel deliver the pertinent AGNAV polygon treatment block files and the appropriate product(s) (if needed for the latter).

Failure to respond within the requested time frame can be cause for contract rejection by the Department. The Department then reserves the right to obtain another spray applicator to perform the work, with the original Contractor being held liable for any additional costs incurred.

The Department reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware

B. REQUIREMENTS OF THE BIDDER:

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the proposal. The response shall contain at a minimum the following information:

- I. Statement of Qualifications, consisting of at least:
 - Experience Statement and Equipment Statement forms attached hereto.
 - Brief history of the organizations, including accreditation status, if applicable.

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INVITATION TO BID

- Applicant's experience, if any, providing similar services. At least three references are required (See § 14 – Special Provisions). Prior experience providing services of similar size and scope requested in this Invitation to Bid to clients other than the Department may be evaluated in determining qualifications as they relate to award of this contract.
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable. Prior experience of any subcontractor(s) providing services of similar size and scope as requested in this ITB to clients other than the Department may be evaluated in determining qualifications as they relate to award of this contract.

V. **QUESTIONS:**

Bidders are encouraged to submit questions in writing up until 4:30 pm, Monday, February 22, 2010 to Thomas Moran at DNREC - Mosquito Control Section, 2430 Old County Road, Newark, DE 19702 or via email to Thomas.Moran@state.de.us. An addendum will be issued answering all questions.

CONTRACT NO.: 10-AIR-MC
AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
INVITATION TO BID

APPENDIX A
SCOPE OF WORK DETAILS

I. STATEMENT OF WORK AND OPERATIONS

During the contract period, the total anticipated acreage for adulticide and larvicide applications can amount up to 50,000 and 25,000 treated acres, respectively. Mosquito control aerial applications are achieved through a select combination of various product applications at rates and formulations listed in the attached Bid Price Quotation Form. Individual acreage for adulticide applications usually averages about 2,750 acres per treatment. Many adulticide applications in Kent and Sussex counties can exceed greater than 3,250 acres per treatment. Individual acreage for larvicide applications usually averages about 2,000 acres per treatment.

Applications must be conducted as directed by the Department. Aerial applications will not be conducted when wind velocities are greater than 10 miles per hour for liquid formulations and fifteen miles per hour for granular formulations. In general, early morning and evening will be preferred for spraying, as conditions are usually more favorable during these hours.

The timeliness of each aerial application is of vital importance. This is critical in order to prevent the development of mosquito larvae as well as flight of adult mosquitoes from their breeding grounds, to provide timely adult mosquito nuisance relief, and to minimize the potential of mosquito-borne disease transmission. The Department will determine, by inspection, the time for each aerial application. This should then be conducted without delay, barring any unfavorable flying conditions.

The Contractor shall provide the required airplanes and qualified pilots, as described in Appendix A, Scope of Work Details, which upon notice given by the Department should be able to take to air, weather permitting, from one of the approved local airport access facilities or from any contractor's central Delaware base of operations (described in Appendix A, Scope of Work Details). Airplanes should be operationally capable to perform timely aerial application of insecticides as directed by the Department and as specified in the final contract award.

In the event the contractor cannot respond when requested, the Department reserves the right to obtain another spray applicator to perform the work, with the contractor being held liable for the costs incurred.

It is advantageous to the contractor to establish a central Delaware base of operations. If established, the base shall be located within 20 statute miles from the Mosquito Control Section's facility in Milford, Delaware. The contractor's stated central Delaware base of operations should have full operational capabilities, to include all necessary airplane support equipment and personnel as described in Appendix A, Scope of Work Details, to enable airplane fueling, aircraft maintenance/repair, and loading/mixing of water and insecticides from the date of receipt of a State of a Delaware Purchase Order through November 30, 2010.

If a central Delaware base of operations cannot be established, then the contractor shall set up at one or more local airport access facilities (listed immediately below) a temporary, fully operational aerial application capability. This will include all necessary airplane support personnel and equipment as described in Appendix A, Scope of Work Details, required to enable airplane fueling, aircraft maintenance/repair, and loading/mixing of water and insecticides from the date of receipt of State of Delaware Purchase Order through November 30, 2010.

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INVITATION TO BID

APPENDIX A
SCOPE OF WORK DETAILS (Continued)

The Contractor shall make all arrangements to obtain, as may be needed for aerial spraying operations, the use of the following local airport access facilities:

- a) Greater Wilmington Airport
- b) Chandelle Estates Airport, near Dover
- c) Delaware Airpark, Cheswold
- d) Summit Airport, near Middletown
- e) Georgetown Airport, Georgetown

The Mosquito Control Section reserves the right when making any aerial spray application, whether for larviciding or adulticiding, to select between using fixed-wing aircraft (airplane) versus rotary aircraft (helicopter), whereby the latter rotary platform is *not* part of this ITB *nor* its subsequent contract, but instead rotary aircraft use will be addressed via a separate ITB and associated contract. The decisions by Mosquito Control for which aerial platform to use for any aerial spray event will be based upon not only considerations by Mosquito Control of the application costs per acre when spraying, but also upon related factors such as applicator availability, applicator response time, size/extent of area to be sprayed, location of area to be sprayed, character of surrounding landscape, time of day for treatment, window of opportunity for treatment as determined by weather and other factors, type of insecticide to be applied, safety issues, public relation considerations, etc.

II. EQUIPMENT SPECIFICATIONS

General:

- 1) All aircraft with necessary equipment shall be furnished and maintained by the Contractor. Aircraft shall be of a type approved by the Department and must be maintained in first class condition. When fully equipped and loaded they must meet FAA approval. All aircraft dispersal equipment should indicate, as determined by the Department test(s) or calibrations, a reasonably uniform distribution of insecticide at the specified rate of application, delivered at required spray droplet sizes. This should be in compliance with any U.S. Environmental Protection Agency requirements for insecticide handling/delivery. The contractor/applicator **must fully comply with all EPA or DDA pesticide application requirements and conditions (e.g. the handling/mixing/loading of naled must now be done using closed system technology and procedures)**. All pesticide handling/mixing/loading must be in full compliance with all State and Federal rules, regulations and laws. In the event the contractor cannot comply with handling/mixing/loading rules, regulations and laws, the Department reserves the right to obtain another spray applicator to perform the work, with the contractor being held liable for the costs incurred.

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AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
INVITATION TO BID

APPENDIX A
SCOPE OF WORK DETAILS (Continued)

- 2) Each airplane and its calibrated application equipment will be visually inspected by the Department Program Manager or their appointed designee at one of the required local airport access facilities or any contractor central Delaware base of operations, as described in Appendix A - Scope of Work Details, prior to the respective airplane's first insecticide application. **Such inspections can also be conducted at other times as needed or as determined by the Department Program Manager (i.e. operational insecticide applications will not be made until after the airplane is calibrated to the Department's satisfaction). Testing and calibration of equipment shall be made at the contractor's expense.** The Department shall not be charged for such equipment tests or calibrations.

Aircraft Specifications:

- 3) The Department **will not approve or accept** under this contract:
- Single-engine** aircraft for **adulticide** applications
 - DC-3** aircraft for **adulticide or larvicide** applications.
- 4) **Multi-Engine Aircraft and Application Equipment Specifications.** The contractor shall be required to furnish **at least two multi-engine aircraft for application of adulticides** which will meet FAA specifications for spraying over congested areas. Both multi-engine aircraft shall be equipped with hydraulically or electrically driven ULV insecticide delivery systems with adjustable nozzles and tips.

Insecticide lines and nozzles shall be nylon or stainless steel and be resistant to the corrosive effects of malathion. The ULV system shall be capable of dispersing 0.5 - 4.0 ounces of concentrate or diluted liquid adulticide per acre with uniform droplet size and swath pattern. Aerial applications shall be conducted with a minimum uniform swath width of 250 feet, satisfactory to the Department, when applied from an approximate altitude range above ground of 75 - 125 feet. The aircraft insecticide tank(s) shall have a minimum capacity of 100 gallons. Pump capacity should be adequate in order to ensure proper insecticide line pressure. This is required to provide uniform swath width and droplet size. The ULV system shall be equipped with new pressure spray lines, nozzle bodies and nozzle tips, to be accomplished before spray calibration and aircraft inspection can be completed.

A multi-engine aircraft can be used to apply larvicides, in lieu of one of the two required single-engine larvicide aircraft referenced below. If such an aircraft is available for applying larvicides, then it should be in compliance with larvicide application equipment specifications outlined herein.

Please be advised that at least one multi-engine aircraft used for adulticide applications may be required by DNREC to be equipped with Micronair AU 5000 (or approved equal) rotary atomizing nozzles, if DNREC or a U.S. Environmental Protection Agency mandate requires such. The aircraft may also be required to be equipped with a spray management system that integrates real-time, on board meteorology and flow control (such as the WINGMAN GX, Flight Master etc). to help facilitate precise dispersal of adulticide droplets. The contractor would be given reasonable time (as defined by DNREC) to accommodate such a change. This will enable continued adulticiding operations for adulticides utilized by the Department requiring a targeted spray droplet size dispersal spectrum similar to that produced by such nozzles and accompanying spray management system.

CONTRACT NO.: 10-AIR-MC
AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
INVITATION TO BID

APPENDIX A
SCOPE OF WORK DETAILS (Continued)

- 5) **Larvicide Aircraft and Application Equipment Specifications.** The Contractor shall be required to provide **at least two Thrush Aero Commander, Agcat or approved equal single-engine aircraft for granular and liquid larvicide applications** (a multiengine aircraft can be substituted in place of one single-engine aircraft as discussed above). These aircraft shall have a minimum of 1,000 lbs. hopper capacity for applying material weighing between 20 to 30 lbs. per cubic foot. It shall be equipped with a "Transland" spreader attachment or approved equal as approved by the Department capable of dispersing 2 - 15 lbs. of granular larvicide per acre. Granular aerial applications shall be conducted with a uniform swath pattern for a minimum swath width of 60 feet, satisfactory to the Department, when applied from an approximate altitude range above ground of 50 - 75 feet. Larvicide aircraft shall be capable of dispersing 1 pint - 4 quarts of concentrate or diluted liquid larvicide per acre. Liquid aerial applications shall be conducted with a uniform droplet size and swath pattern for a minimum swath width of 100 feet, satisfactory to the Department, when applied from an approximate altitude range above ground of 20 - 30 feet. All larvicide aircraft shall be equipped with pressurized spray booms and adjustable spray nozzles for liquid application to provide a uniform spray swath and droplet size. Larvicide aircraft insecticide tanks shall have a minimum capacity of 350 gallons, with the aircraft having a minimum practical operational carrying capacity of 325 gallons of water.
- 6) **The Contractor shall have at least two (2) airplanes and qualified pilots**, of the total minimum number of four (4) required airplanes (described in Appendix A, Scope of Work Detail), **available to concurrently perform larvicide or adulticide applications** as directed by the Department. They should upon notice given by the Department be able to take to air from one of the approved local airport access facilities or any contractor's central Delaware base of operations as described in Appendix A, Scope of Work Details. They should also be operationally capable to start to perform insecticide applications as directed by the Department at a point-in-time from three (3) to twenty-four (24) hours after receiving a request to spray, weather permitting, with a strong preference for being able to commence spraying not much past 3 hours after receiving an initial request to spray. Subsequent to mobilization, under the Mosquito Control Division specified response time, all airplanes shall remain available at one of the approved local airport access facilities or any contractor's central Delaware base of operations (described in Appendix A, Scope of Work Details). These airplanes shall be available at or be deliverable to one of the approved local airport access facilities or any contractor's central Delaware base of operations, as described in Appendix A - Scope of Work Details, at all times between the date of receipt of a State of Delaware Purchase Order and November 30, 2010. Failure to meet the above requirements will be sufficient grounds for forfeiture of the Contractor's contract bond.
- 7) The Department shall determine the number of airplanes required under any pest or public health emergency. No additional compensation beyond the regular contract price will be made for such emergency work.

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INVITATION TO BID

APPENDIX A
SCOPE OF WORK DETAILS (Continued)

- 8) The specified application aircraft for larviciding or adulticiding shall be equipped with a differential geographical positioning system (DGPS) navigational system (Ag-Nav II or approved equal). The DGPS navigational units should possess flight planning capabilities as well as provide swath and directional guidance to ensure precise aerial insecticide applications. The DGPS navigational system shall be capable of data logging both flight and pesticide application information. The DGPS shall consist of a computer console, moving map display, pertinent GPS and UHF antennas, and a light bar. The on-board computer shall have as a minimum: a 486-33 MHz processor, 4MB of working memory, 340 MB hard disk drive, and a 12 channel satellite receiver with an accuracy of at least 1 meter. **The DGPS navigation system shall incorporate a download system that utilizes solid state memory functionality such as a USB flash memory drive or a memory card and must be the most recent and updated version of available hardware/software to guide and track all flight/spray data.** Upon request of the Department, the contractor shall provide the memory drives, memory cards, printouts or other types of readouts showing the information logged by the DGPS navigational system during any and all aerial spray applications. **The successful bidder must also have the capability to electronically receive, download, transfer and exchange all pre and post Ag-Nav (or approved equal) spray related data.** DGPS navigational system units must be installed in each of the (at least) two multi-engine aircraft, in at least one larvicide single-engine aircraft capable of applying liquid larvicides, and in at least one larvicide single-engine aircraft capable of applying granular larvicides; or lacking such installation, the successful bidder must have at least two DGPS navigational system units which shall be transferable to and operational in at least two multi-engine aircraft, in at least one larvicide single-engine aircraft capable of applying liquid larvicides, and in at least one larvicide single-engine aircraft capable of applying granular larvicides.

III. SUPPORT EQUIPMENT AND PERSONNEL

The contractor shall provide all support equipment and associated personnel associated with airplane operations covered under the awarded contract. Necessary airplane support equipment shall include that needed for airplane fueling, maintenance/repair, and loading/mixing of water and insecticides, including fuel and mix trucks that can be utilized to enable operations/applications from various airport access facilities throughout the state. The contractor shall have the necessary airplane support equipment and associated personnel available at any contractor central Delaware base of operations or at a required local airport access facility (as described in Appendix A, Scope of Work Details) when furnished airplanes are present at said locations from the date of receipt of State of Delaware Purchase Order through November 30, 2010.

CONTRACT NO.: 10-AIR-MC
AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
INVITATION TO BID

APPENDIX A
SCOPE OF WORK DETAILS (Continued)

IV. PILOTS' SPECIFICATIONS

The Contractor shall furnish pilots who are qualified and experienced. They should be engaged for at least two years in mosquito control or comparable work, such as forest insect control or agricultural spraying. Past experience must include at least 500 flying hours in such work. **Pilots must be proficient (uploading/downloading spray data, creating spray blocks, navigating, and troubleshooting) using a Differential Global Positioning System (DGPS) navigational system.** Pilots shall possess valid State of Delaware, Department of Agriculture, Pesticide Applicator Certificate, in the Mosquito Control (5C) category. Moreover, the Department may require the Contractor to replace any pilot whose work is found unsatisfactory, regardless of experience or other qualifications.

IMPORTANT NOTE:

PILOTS MUST CERTIFY THAT THEY HAVE FLOWN AT LEAST TWO (2) YEARS AND 500 HOURS MINIMUM. PILOT CERTIFICATIONS AND/OR LOG BOOKS WITH NOTARIZED STATEMENTS MUST BE SUBMITTED WITH THE BID PROPOSAL. FAILURE TO PROVIDE THIS DOCUMENTATION WILL BE CAUSE FOR REJECTION.

V. MATERIAL SPECIFICATIONS:

Insecticides will be furnished by the Department without expense to the Contractor.

Insecticide liquids to be applied, as applicable and directed by the Department for each individual product, "neat" or diluted in a solution of oil, water or solvent may typically include Altosid, Abate, or Bti larvicides applied at two quarts or less concentrate or diluted per acre and Trumpet EC, Dibrom Concentrate, Anvil 10 + 10, or Scourge adulticides applied at 0.5 to 4 ounces concentrate or diluted per acre. Insecticides to be applied in granular or pellet larvicide formulations may typically include Abate applied at 2 to 5 lbs. per acre and Bti applied at 4 to 15 lbs. per acre.

BID QUOTATION REPLY SECTION

CONTRACT NO.: 10-AIR-MC

AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL

Complete and sign the attached forms and return with your bid in a clearly marked envelope displaying the contract number to the State of Delaware, Mosquito Control Section, by 1:00 P.M., p.m. EST., Friday, March 5, 2010 at which time bids shall be opened.

Bidders are encouraged to submit questions in writing up until 4:30 p.m., Monday, February 22, 2010 to Thomas Moran at DNREC - Mosquito Control Section, 2430 Old County Road, Newark, DE 19702 or via email to Thomas.Moran@state.de.us. An addendum will be issued answering all questions.

Bids shall be submitted to:

**State of Delaware
Department of Natural Resources and Environmental Control
Mosquito Control Section
2430 Old County Road
Newark, DE 19702**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF FISH & WILDLIFE
MOSQUITO CONTROL SECTION
2430 OLD COUNTY ROAD, NEWARK, DELAWARE 19702

NO BID REPLY FORM

CONTRACT # 10-AIR-MC

CONTRACT TITLE: AIRPLANE SPRAYING FOR DNREC –
DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL SECTION

To assist us in obtaining good competition on our Invitations to Bid, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.

- _____ 2. We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Bids are requested.

- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: 10-AIR-MC
TITLE: AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
OPENING DATE: February 3, 2010

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Mosquito Control Section.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Mosquito Control Section.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.	(circle one)		(circle one)		(circle one)	
	<u>Women</u> Business Enterprise (WBE)	Yes No	<u>Minority</u> Business Enterprise (MBE)	Yes No	<u>Disadvantaged</u> Business Enterprise (DBE)	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED, AND RETURNED WITH YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

CONTRACTOR: _____

CONTRACT NO.: 10-AIR-MC AIRPLANE SPRAYING

EXPERIENCE STATEMENT

Accompanying my proposal on Contract No. 10-AIR-MC, I (we) submit the following answers:

1. How much experience have you had in airplane spraying for mosquito control, forest insect, or agricultural spraying (specify by type of spraying)?

2. On what other type of spraying work have you mostly engaged?

3. Have you ever done any work for the U.S. Government? If so, where and to whom do you refer?

4. For what State have you performed work, and to whom do you refer?

5. Under what county have you performed work, and to whom do you refer?

6. For what city have you performed work, and to whom do you refer?

7. For what corporation or individual have you performed work, naming the corporation or individual?

8. What is the largest contract you have ever had and where was it located?

9. Have you ever failed to complete any work awarded to you? If so, where and why?

CONTRACT NO.: 10-AIR-MC AIRPLANE SPRAYING

EXPERIENCE STATEMENT (Continued)

10. Have you an organization now ready to place on this project? If not, how soon can you perfect an efficient organization?

11. Please list below **for each pilot** the pilots' name(s) and number of years and hours flying experience for mosquito control, forest insect, or agricultural spraying (specify by type of spraying), **and** type/amount of experience using a Differential Global Positioning System (DGPS) navigational system. Also indicate **for each pilot** the type and expiration date of State of Delaware Pesticide Applicator Certificate.

Signed: _____
Contractor

By: _____

County of _____

State of _____

On this ___ day of _____, 2010, personally appeared before me _____ who signed the foregoing affidavit in my presence and made oath to the truth of the statements therein contained.

Notary Public

My commission expires _____

CONTRACT NO.: 10-AIR-MC AIRPLANE SPRAYING

EQUIPMENT STATEMENT

Accompanying my proposal on Contract No. 10-AIR-MC, I (we) submit the following list of equipment now available for work that may be awarded:

LIST NUMBER AND TYPE OF PLANES, SPRAY BOOM AND NOZZLE EQUIPMENT, PRESSURE PUMPS, TANK CAPACITY, SPREADER ATTACHMENTS, AND DGPS NAVIGATIONAL SYSTEM **for DGPS navigational system, indicate a) number of DGPS units available for use in the required airplanes and b) type of system, including whether such utilizes a solid state memory system such as a USB flash memory drive or memory card**:

Signed: _____ Contractor

By: _____

County of _____

State of _____

On this ___ day of _____, 2010, personally appeared before me _____ who signed the foregoing affidavit in my presence and made oath to the truth of the statements therein contained.

Notary Public

My commission expires _____

CONTRACT NO.: 10-AIR-MC AIRPLANE SPRAYING

EQUIPMENT STATEMENT (Continued)

Accompanying my proposal on Contract No. 10-AIR-MC, I (we) submit the following list of equipment now available for work that may be awarded:

LIST NUMBER AND TYPE OF PLANES, SPRAY BOOM AND NOZZLE EQUIPMENT, PRESSURE PUMPS, TANK CAPACITY, SPREADER ATTACHMENTS, AND DGPS NAVIGATIONAL SYSTEM **for DGPS navigational system, indicate a) number of DGPS units available for use in the required airplanes and b) type of system, including whether such utilizes a solid state memory system such as a USB flash memory drive or memory card**:

Signed: _____
Contractor

By: _____

County of _____

State of _____

On this ___ day of _____, 2010, personally appeared before me _____ who signed the foregoing affidavit in my presence and made oath to the truth of the statements therein contained.

Notary Public

My commission expires _____

CONTRACT NO.: 10-AIR-MC AIRPLANE SPRAYING

EQUIPMENT STATEMENT (Continued)

Accompanying my proposal on Contract No. 10-AIR-MC, I (we) submit the following list of equipment now available for work that may be awarded:

LIST NUMBER AND TYPE OF PLANES, SPRAY BOOM AND NOZZLE EQUIPMENT, PRESSURE PUMPS, TANK CAPACITY, SPREADER ATTACHMENTS, AND DGPS NAVIGATIONAL SYSTEM **for DGPS navigational system, indicate a) number of DGPS units available for use in the required airplanes and b) type of system, including whether such utilizes a solid state memory system such as a USB flash memory drive or memory card**:

Signed: _____
Contractor

By: _____

County of _____

State of _____

On this ___ day of _____, 2010, personally appeared before me _____ who signed the foregoing affidavit in my presence and made oath to the truth of the statements therein contained.

Notary Public

My commission expires _____

CONTRACT NO.: 10-AIR-MC
 AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
INVITATION TO BID

BID PRICE QUOTATION FORM

The undersigned bidder, having examined the contract documents, taken into account all aspects of the work, binds himself on award to him by the Department under this proposal to execute in accordance with such award, a contract, of which such contract this proposal and contract specifications shall be a part, to provide the necessary helicopter, equipment, and pilot, and to do all work necessary to perform and complete the said contract at the following named unit prices:

A. THREE (3) HOUR INITIAL RESPONSE TIME (delivering services from 3-24 hours after spray request is made)

ITEM NO.	APPROX. AIR SPRAYING QUANTITY	UNIT PRICE	TOTAL PRICE
1.	17,500 ACRES WITH 1 PT. PER ACRE CONCENTRATE OR DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
2	17,500 ACRES WITH 1 QT. PER ACRE CONCENTRATE OR DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
3	10,000 ACRES WITH 2 QTS. PER ACRE DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
4	5,000 ACRES WITH 3 QTS. PER ACRE DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
5	5,000 ACRES WITH 4 QTS. PER ACRE DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
6	5,000 ACRES WITH 2 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
7	5,000 ACRES WITH 5 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
8	5,000 ACRES WITH 7.5 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
9	5,000 ACRES WITH 10 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
10	2,500 ACRES WITH 12.5 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
11	2,500 ACRES WITH 15 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____

CONTRACT NO.: 10-AIR-MC
 AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
INVITATION TO BID

BID PRICE QUOTATION FORM

B. THREE (3) HOUR INITIAL RESPONSE TIME (delivering services from 3-24 hours after spray request is made) (CONTINUED)

ITEM NO.	APPROX. AIR SPRAYING QUANTITY	UNIT PRICE	TOTAL PRICE
12	50,000 ACRES WITH 0.5 – 4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 300 FT. SWATHS	\$ _____	\$ _____
13	50,000 ACRES WITH 0.5 – 4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 600 FT. SWATHS	\$ _____	\$ _____
14	50,000 ACRES WITH 0.5 – 4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 900 FT. SWATHS	\$ _____	\$ _____
		TOTAL BID PROPOSAL PRICE	\$ _____

IMPORTANT NOTES:

PERFORMANCE BOND WILL BE BASED ON THE TOTAL BID PRICE FOR ITEMS 2 and 12 LISTED IN BID QUOTATION FORM

BIDDERS MUST SUBMIT PROPOSALS FOR BOTH TIME PERIODS

1. **Three (3) to twenty four (24) hour time frame after receiving request to spray**
2. **After twenty four (24) hour time frame since receiving request to spray**

BIDDERS MUST SUBMIT PRICE PROPOSALS FOR ALL OULINED ITEMS IN THIS FORM.

CONTRACT NO.: 10-AIR-MC
 AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
INVITATION TO BID

BID PRICE QUOTATION FORM

The undersigned bidder, having examined the contract documents, taken into account all aspects of the work, binds himself on award to him by the Department under this proposal to execute in accordance with such award, a contract, of which such contract this proposal and contract specifications shall be a part, to provide the necessary helicopter, equipment, and pilot, and to do all work necessary to perform and complete the said contract at the following named unit prices:

B. Greater than TWENTY-FOUR (24) HOUR INITIAL RESPONSE TIME (delivering services after 24 hours since a spray request was made)

ITEM NO.	APPROX. AIR SPRAYING QUANTITY	UNIT PRICE	TOTAL PRICE
1.	17,500 ACRES WITH 1 PT. PER ACRE CONCENTRATE OR DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
2	17,500 ACRES WITH 1 QT. PER ACRE CONCENTRATE OR DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
3	10,000 ACRES WITH 2 QTS. PER ACRE DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
4	5,000 ACRES WITH 3 QTS. PER ACRE DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
5	5,000 ACRES WITH 4 QTS. PER ACRE DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
6	5,000 ACRES WITH 2 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
7	5,000 ACRES WITH 5 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
8	5,000 ACRES WITH 7.5 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
9	5,000 ACRES WITH 10 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
10	2,500 ACRES WITH 12.5 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
11	2,500 ACRES WITH 15 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____

CONTRACT NO.: 10-AIR-MC
 AIRPLANE SPRAYING FOR DNREC – DIVISION OF FISH & WILDLIFE – MOSQUITO CONTROL
INVITATION TO BID

BID PRICE QUOTATION FORM

B. TWENTY-FOUR (24) HOUR INITIAL RESPONSE TIME (delivering services after 24 hours since a spray request was made) (CONTINUED)

ITEM NO.	APPROX. AIR SPRAYING QUANTITY	UNIT PRICE	TOTAL PRICE
12	50,000 ACRES WITH 0.5 – 4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 300 FT. SWATHS	\$ _____	\$ _____
13	50,000 ACRES WITH 0.5 – 4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 600 FT. SWATHS	\$ _____	\$ _____
14	50,000 ACRES WITH 0.5 – 4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 900 FT. SWATHS	\$ _____	\$ _____
		TOTAL BID PROPOSAL PRICE	\$ _____

IMPORTANT NOTES:

PERFORMANCE BOND WILL BE BASED ON THE TOTAL BID PRICE FOR ITEMS 2 and 12 LISTED IN BID QUOTATION FORM

BIDDERS MUST SUBMIT PROPOSALS FOR BOTH TIME PERIODS

3. **Three (3) to twenty four (24) hour time frame after receiving request to spray**
4. **After twenty four (24) hour time frame since receiving request to spray**

BIDDERS MUST SUBMIT PRICE PROPOSALS FOR ALL OULINED ITEMS IN THIS FORM.

MOSQUITO CONTROL SECTION

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions shall apply and are part of each contract. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

THE DEPARTMENT: The Delaware Department of Natural Resources and Environmental Control (DNREC), and in almost all cases will more specifically apply to or involve the Mosquito Control Section within DNREC's Division of Fish and Wildlife

AGENCY: Contracting State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

INVITATION TO BID: The "Invitation to Bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the offeror or bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **INVITATION TO BID:**

See "Definitions".

2. **PROPOSAL FORMS:**

The Invitation to Bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance shall be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal may be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Destination Freight Prepaid and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts shall be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and must bear on the outside the name and address of the bidder as well as the contract number. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below.

**State of Delaware
Department of Natural Resources and Environmental Control
Mosquito Control Section
2430 Old County Road
Newark, DE 19702**

All proposals shall be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening shall be returned unopened.

11. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw their proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

12. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

13. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

14. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of any mandatory pre-bid meetings shall be cause for disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **AWARD OF CONTRACT:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

5. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Natural Resources and Environmental Control, Mosquito Control Section acting for all participating agencies.

7. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

8. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Department of Natural Resources and Environmental Control, Mosquito Control Section of the gross amount of purchases made as a result of the contract.

9. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

10. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the 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.

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. **PATENTED DEVICES, MATERIAL, AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES in accordance with Internal Revenue Code Section 4253 (I), no tax shall be imposed under Section 4251 upon any payment received for services, or facilities furnished to the government of any state, or any political subdivision thereof, or the District of Columbia.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders or credit card information to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.



State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
Haslet Armory
122 William Penn Street
Dover, DE 19901
Telephone: (302)739-4206 Fax: (302)739-1965
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

Important Information Please Read!

Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
 - b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
 - c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
 - There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
 - If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
 - Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

Documents to attach to your application	Sole Prop	Part/LLP	Corp/S-Corp	LLC	OMWBE Use
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments		Yes			
Minutes of the last annual shareholders meeting		Yes			
By-laws and By-law Amendments		Yes			
Copy of most recent Stock Ledger		Yes			
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	

Delaware Minority and/or Women Business Enterprise Certification

Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women
Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901**

Phone: (302) 739-4206

Fax: (302) 739-1965

Web site: www.state.de.us/omwbe

Definitions

Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marinas.

Hispanic Americans. Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
(Please reference above definitions)
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with "useful business functions."
(Please reference above definitions)

Reasons for denial *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site www.state.de.us/omwbe
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:
Office of Minority and Women Business
Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application
All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:
 Office of Women and Minority Business Enterprise
 Haslet Armory
 122 William Penn Street
 Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.
 Incomplete applications will not be processed.**

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)						
Legal Name of Firm:						
Doing Business As (If applicable):						
Federal E.IN or SSN:			E-Mail Address:			
Address line 1:						
Address line 2:						
City			State	Zip Code	Country	
Telephone Number:			Extension:	Fax Number:		
Company Web Site Address:						
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>	LLP** <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Joint Venture <input type="checkbox"/>
Date firm was established?						
Date firm began doing business (date of first contract or sale)						

* Limited Liability Corporation

** Limited Liability Partnership

2. Primary owner applicant information						
Name:			Title:			
Home Address:			City:	State:	Zip Code:	Country:
Telephone Number:			Extension:	Fax Number:		

7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.

Name	Title	Date Appointed	Gender	Ethnicity
Officers of the Company				
Board of Directors				

8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

No Yes (If yes, identity below)

9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one) No Yes

10. Please list the gross receipts of last two years

(A) Year Ending:	Gross Receipts:
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(B) Year Ending:	Gross Receipts:
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11. Number of employees

Full time:

Part time:

Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

13. Identify persons or firms who provide Legal, Accounting, and Banking services:		
Attorney:		Contact:
Phone:	Fax:	Email:
Address:		
Accountant:		Contact:
Phone:	Fax:	Email:
Address:		
Bank:		Contact:
Phone:	Fax:	
Address:		

14. If the business is a corporation or LLC, please list the following information:
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>(If yes, please explain below)</i>

15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.

1. Company or Individual:

Address, City, State:

Phone:

Fax:

Email:

Description & Amount:

2. Company or Individual:

Address, City, State:

Phone:

Fax:

Email:

Description & Amount:

3. Company or Individual:

Address, City, State:

Phone:

Fax:

Email:

Description & Amount:

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? No; Yes (If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).)

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17. Debarment

Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware? No; Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

No Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

19. How did you hear about the Office of Minority and Women Business Enterprise:

<input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization	<input type="checkbox"/> OMWBE staff at a trade show or expo
<input type="checkbox"/> OMWBE's web site	<input type="checkbox"/> Materials published by OMWBE
<input type="checkbox"/> Referred by another organization	<input type="checkbox"/> Referred by the owner of an MBE or WBE
<input type="checkbox"/> Delaware state employee	<input type="checkbox"/> Other, please explain briefly:

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

For all companies
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
For Construction-Related Companies Only (not including suppliers of construction materials)
What is your company's bonding capacity? \$ _____ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to:

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

Signed _____

NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____

Date

