STATE OF DELAWARE

INSECTICIDES FOR THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL - MOSQUITO CONTROL SECTION

Invitation to Bid

Contract No. NAT11123-INSECTICIDES

February 4, 2011

- Deadline to Respond -

February 22, 2011

1:00 PM EST

CONTRACT NO. NAT11123-INSECTICIDES

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for **Insecticides for the Department of Natural Resources and Environmental Control - Mosquito Control Section**. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. NAT11123-INSECTICIDES

1 DEFINITIONS and GENERAL PROVISIONS
2 SPECIAL PROVISIONS and SPECIFICATIONS
3 BID QUOTATION REPLY SECTION
  A - QUOTATION SUMMARY
  B - NO BID REPLY FORM
  C - NON-COLLUSION STATEMENT AND ACCEPTANCE
  D – BUSINESS REFERENCES: Attachment A
  E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by **Tuesday, February 22, 2011 at 1:00 PM EST**.

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

Bidders are encouraged to submit questions in writing up until 4:00 PM on Tuesday, February 15, 2011 to Thomas Moran at DNREC - Mosquito Control Section, 2430 Old County Road, Newark, DE 19702 or via email to Thomas.Moran@state.de.us. Answers to any question(s) posed will be posted as an addendum on the State's Bid Solicitation Directory (http://bids.delaware.gov). Vendors are encouraged to check this site throughout the process of preparing their bids.

Please review and follow the information and instructions contained in the general and special provisions section of this ITB package. Should you need additional information, please call Thomas Moran at (302) 836-2555.

STATE OF DELAWARE

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

MOSQUITO CONTROL SECTION

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in 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

AGENCY: State Agency as noted on cover sheet.

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

BID INVITATION: The "bid invitation" or "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 its acceptable performance of the work for which it has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the 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 the bidder.

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 its 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. **BID INVITATION**:

See "Definitions".

2. **PROPOSAL FORMS**:

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its 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 will 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 itself 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. **PRICES QUOTED**:

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

7. **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 should be computed and incorporated into unit bid price(s).

8. **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.

9. **PROPOSAL GUARANTY; BID BOND**:

The proposal guaranty and bid bond are waived for this particular contract.

10. **PREPARATION OF PROPOSAL**:

a. The bidder's proposal shall be written in ink or typewritten on the form provided.

b. Each bid shall 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 products/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 the State of Delaware, Mosquito Control Section.

c. 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 other required documents.

d. 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.

11. **DELIVERY OF PROPOSALS**:

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. 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. All bids must clearly display the bid number on the envelope.

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
MOSQUITO CONTROL SECTION
2430 OLD COUNTY ROAD
NEWARK, DE 19702

All proposals will 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 will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS**:

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

13. **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.

14. **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.

15. **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 its 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 mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS**:

   a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.

   b. 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. **CONTRACT AWARD**:

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

4. **EXECUTION OF CONTRACT**:

   a. 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.

   b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND**:

   a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.

   b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **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.

7. **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.

8. **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.

9. **INFORMATION REQUIREMENT**:

The successful bidder's 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.

10. **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.

11. **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 sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE**:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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 itself or by its 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 its 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. Such taxes shall not be included in prices quoted.

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 its exemption into account in calculating its bid for its 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. **BID EVALUATION AND AWARD**:

The Department of Natural Resources and Environmental Control – Mosquito Control Section will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Natural Resources and Environmental Control – Mosquito Control Section in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **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.

Revised 7/1/2009

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
MOSQUITO CONTROL SECTION

CONTRACT NO. NAT11123-INSECTICIDES

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

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

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for an eight and one-half (8.5) month period from **March 15, 2011 through November 30, 2011.**

3. **PRICES:**

Prices shall remain firm for the term of the contract.

4. **SHIPPING TERMS:**

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

5. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of 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. **BID BOND REQUIREMENT:**

Bid Bond Waived.

8. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived.

SPECIAL PROVISIONS (Continued)

9. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. 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. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

   a. Comprehensive General Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

   and

   b. Medical/Professional Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

   or

   c. Miscellaneous Errors and Omissions - $1,000,000.00 per person/$3,000,000 per occurrence.

   or

   d. Product Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

2. 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.

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

Administrator, Mosquito Control Section
Contract No. NAT11123-INSECTICIDES
State of Delaware
2430 Old County Road
Newark, DE 19702

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

SPECIAL PROVISIONS (Continued)

10. **BASIS OF AWARD:**

The Department of Natural Resources and Environmental Control – Mosquito Control Section shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Department of Natural Resources and Environmental Control – Mosquito Control Section 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.

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

Prior to receiving an award, the successful vendor shall either furnish the Department of Natural Resources and Environmental Control – Mosquito Control Section 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 telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

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.

12. **HOLD HARMLESS:**

The successful bidder 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 successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

13. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

SPECIAL PROVISIONS (Continued)

14. **NON-PERFORMANCE:**

In the event the vendor 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 vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

15. **FORCE MAJEURE:**

Neither the vendor 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.

16. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

17. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. The Department of Natural Resources and Environmental Control – Mosquito Control Section shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Department of Natural Resources and Environmental Control – Mosquito Control Section must 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.

18. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person for each reference on the form provided.

19. **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.

SPECIAL PROVISIONS (Continued)

20. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

21. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. 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.

22. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Department of Natural Resources and Environmental Control – Mosquito Control Section to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

23. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control – Mosquito Control Section. The awarded vendor(s) will be required to complete a W-9 Form by visiting the Division of Accounting's Website: http://accounting.delaware.gov.

24. **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 ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

SPECIAL PROVISIONS (Continued)

25. **PERSONNEL:**

a. The Contractor represents that they have, or will secure at their 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 its 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.

26. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB 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.

27. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

28. **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 sixty (60) days before the effective date of termination.

29. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

SPECIAL PROVISIONS (Continued)

30. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT**:

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

31. **PRODUCT REGISTRATION**:

Each bidder shall provide with their bid documentation from the Delaware Department of Agriculture that products offered are registered with the Delaware Department of Agriculture in accordance with DE Pesticide Law Title 3, Part II, Chapter 12. **Failure to submit such documentation with the bid will result in rejection of the bid.**

32. **MSDS AND PRODUCT LABELS**:

Each bidder shall submit with their bid for all products offered *current* MSDS and Product Labels in electronic format (not paper) indicating that product is registered with the U.S. Environmental Protection Agency for use in control of mosquitoes. **Failure to submit such documentation with the bid will result in rejection of the bid.**

33. **PRODUCT SHIPMENT/DELIVERIES**:

All products shipped shall be received in good condition and shall conform to specifications. If products shipped are damaged or otherwise fail to meet specifications upon delivery, the product will be refused and returned at supplier's expense.

All products shall be delivered at such time and in such quantities as the Agency directs. Deliveries of the products shall be made within ten (10) calendar days after receipt of a product order as described in Special Provisions §21 herein. Products not received within ten (10) calendar days of a product order may be subject, at the Agency's sole discretion, to a monetary penalty of 10% of product order's contract value credited to/deducted from said product order. Deliveries shall be made as specified by the Department to the Mosquito Control Section at 1161 Airport Road, Milford, DE 19963 in Kent County, Delaware, or at 2430 Old County Road, Newark, DE 19702 in New Castle County, Delaware, or to a location otherwise directed by the Department.

34. **PRODUCT INSPECTION/REJECTION**:

Inspection of delivered products will be conducted by the DNREC - Mosquito Control Section and/or its authorized representative. The DNREC - Mosquito Control Section or its representative reserves the right to reject products that are damaged or otherwise fail to meet specifications. All rejected materials will be replaced by the supplier within 5 (five) business days, with such replacement delivery using, as may be needed, express shipping/delivery at supplier's expense.

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
MOSQUITO CONTROL SECTION

CONTRACT NO. NAT11123-INSECTICIDES

TECHNICAL SPECIFICATIONS

1. Temephos Liquid

Liquid concentrate insecticide for control of mosquito larvae. At least 44.6% (4 lb. /gal.) active ingredient, no more than 55.4% inert ingredients. To be packaged in 2.5 gallon containers. To be Abate 4E or approved equal.

2. Temephos 2% Biodac Granules

Granular dedusted insecticide for control of mosquito larvae. To consist of 12-20 mesh dedusted Biodac granules. Density to be 38-40 lbs. per cubic foot. 2% active ingredient, 98% inert ingredients. To be packaged in 25 lb. bags. To be Abate 2-BG or approved equal.

3. Bacillus thuringiensis var. israelensis Biological Mosquito Larvicide Granules

Granular insecticide for control of mosquito larvae. To be available in 5-8 and 10-14 mesh size corncob granules containing at least 200 International Toxic Units per milligram. At least 0.2% active ingredient, no more than 99.8% inert ingredients. To be packaged in 40 lb. bags. To be Aquabac 200 G, VectoBac G and CG or approved equal.

4. Bacillus thuringiensis var. israelensis High Potency Biological Mosquito Larvicide Granules

Granular insecticide for control of mosquito larvae. To be available in 5-8 and 10-14 mesh size corncob granules containing at least 200 International Toxic Units per milligram. At least 1.7% active ingredient, no more than 98.3% inert ingredients. To be packaged in 40 lb. bags. To be Teknar G or approved equal.

5. Bacillus thuringiensis var. israelensis Biological Larvicide Aqueous Suspension Concentrate

Liquid insecticide for control of mosquito larvae. To contain at least 1200 International Toxic Units per milligram. At least 1.2% active ingredient, no more than 98.8% inert ingredients. To be packaged in 2.5 or 5 gallon containers and 30 gallon drums; 250 gallon returnable “tote” containers are an additional packaging option. To be Aquabac XT, VectoBac 12 AS or approved equal.

6. Bacillus thuringiensis var. israelensis High Potency Biological Larvicide Aqueous Suspension Concentrate

Liquid insecticide for control of mosquito larvae. To contain at least 1200 International Toxic Units per milligram. At least 1.6% active ingredient, no more than 98.4% inert ingredients. To be packaged in 2.5 or 5 gallon containers and 30 gallon drums; 250 gallon returnable “tote” containers are an additional packaging option. To be Teknar HP-D Larvicide or approved equal.

TECHNICAL SPECIFICATIONS (Continued)

7. Bacillus sphaericus Wettable Powder

Wettable powder insecticide for control of mosquito larvae. To contain at least 650 International Toxic Units per milligram. At least 51.2% w/w active ingredient, no more than 48.8 w/w inert ingredients. To be packaged in 1 lb. containers. To be Vectolex WDG or approved equal.

8. Bacillus sphaericus Granules

Granular insecticide for control of mosquito larvae. To be 10-14 mesh size corn cob granules. To contain at least 50 International Toxic Units per milligram. At least 7.5% w/w active ingredient, no more than 92.5% w/w inert ingredients. To be packaged in 25 or 40 lb. bags. To be Vectolex CG or approved equal.

9. Methoprene 5% Liquid

Liquid insecticide for control of mosquito larvae. 5% (0.43 lb./gal.) active ingredient, 95% inert ingredients. Must be S-isomer methoprene. To be packaged in 1 gallon containers. To be Altosid Liquid Larvicide or approved equal.

10. Methoprene 20% Concentrate Liquid

Liquid insecticide for control of mosquito larvae. 20% (1.72 lb./gal.) active ingredient, 80% inert ingredients. Must be S-isomer methoprene. To be packaged in 2.5 gallon containers. To be Altosid Liquid Larvicide Concentrate or approved equal.

11. Methoprene Residual Granules – 5-10 Day

Granular insecticide for control of mosquito larvae. At least 0.2% active ingredient, no more than 99.8% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 5 to 10 day wet period. To be packaged in 40 lb. bags. To be Altosid SBG or approved equal.

12. Methoprene Extended Residual Granules - 21 Day

Granular insecticide for control of mosquito larvae. At least 1.5% active ingredient, no more than 98.5% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 21 day wet period. To be packaged in 40 lb. bags. To be Altosid XR-G or approved equal.

13. Methoprene Pellets - 30 Day

Pelleted insecticide for control of mosquito larvae. At least 4.25% active ingredient, no more than 95.75% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 30 day wet period. To be packaged in 22 lb. containers. To be Altosid Pellets or approved equal.

TECHNICAL SPECIFICATIONS (Continued)

14. Methoprene Briquets - 30 day

Briquet insecticide for control of mosquito larvae. Each briquet at least 8.62% active ingredient, no more than 91.38% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 30 day wet period. To be packaged in 400 count/case. To be Altosid Briquets or approved equal.

15. Methoprene Briquets - 150 day

Briquet insecticide for control of mosquito larvae. Each briquet at least 2.1% active ingredient, no more than 97.9% inert ingredients. Must be S-isomer methoprene. To continuously release active ingredient for at least a 150 day wet period. To be packaged in 220 count/case. To be Altosid XR Briquets or approved equal.

16. Naled (oil-based) Concentrate

Liquid insecticide for control of adult mosquitoes. At least 87.4% active ingredient, no more than 12.6% inert ingredients. To be packaged in 30 gallon drums. To be Dibrom Concentrate or approved equal.

17. Naled Emulsifiable Concentrate

Liquid insecticide for control of adult mosquitoes. At least 78% active ingredient, no more than 22% inert ingredients. To be packaged in 30 gallon drums. To be Trumpet EC or approved equal.

18. Permethrin and Piperonyl Butoxide - Oil Base

Liquid insecticide for control of adult mosquitoes. At least 31.28% Permethrin and 66% Piperonyl Butoxide active ingredients, no more than 2.72% inert ingredients. To be packaged in 1 or 5 gallon containers and 30 or 55 gallon drums. To be Biomist 31 + 66 ULV, Permanone 31/66 or approved equal.

19. Resmethrin and Piperonyl Butoxide Concentrate

Liquid insecticide for control of adult mosquitoes. At least 18% Resmethrin and 54% Piperonyl Butoxide active ingredients, no more than 28% inert ingredients. To be packaged in 5 gallon containers and 30 or 55 gallon drums. To be Scourge or approved equal.

20. Sumithrin and Piperonyl Butoxide

Liquid insecticide for control of adult mosquitoes. At least 10% Sumithrin (0.74 lb./gal. technical) and 10% Piperonyl Butoxide (0.74 lb./gal. technical) active ingredients, no more than 80% inert ingredients. To be packaged in 2.5 or 5 gallon containers and 30 or 55 gallon drums. To be Anvil 10 + 10 ULV or approved equal.

TECHNICAL SPECIFICATIONS (Continued)

21. Sumithrin and Prallethrin

Liquid insecticide for control of adult mosquitoes. At least 5% sumithrin + 1% prallethrin active ingredients, no more than 89% inert ingredients. To be packaged in 1 or 2.5 gallon containers and 30 or 55 gallon drums. To be Duet or approved equal

22. Natural Pyrethroid and Piperonyl Butoxide – 5% active ingredient

Liquid insecticide for control of adult mosquitoes. 5% pyrethrin (0.367 lb. /gal. technical) and 25% Piperonyl Butoxide (1.83 lbs. /gal. technical) active ingredients, 70% inert ingredients. To be packaged in 1 or 2.5 gallon containers and 30 or 55 gallon drums. To be Pyrenone 25-5 or approved equal.

23. Natural Pyrethroid and Piperonyl Butoxide - 1% active ingredient

Liquid insecticide for control of adult mosquitoes. 1% pyrethrin and 5% Piperonyl Butoxide active ingredients, 94% inert ingredients. To be packaged in 1 or 2.5 gallon containers and 30 or 55 gallon drums. To be Pyrenone 100 or approved equal.

24. Heavy Aromatic Naphthalene Petroleum

Heavy aromatic naphthalene petroleum liquid for use as an adulticide diluent. To be packaged in 55 gallon drums. Must be Aromatic 150 Solvent or approved equal.

25. Highly Refined Petroleum Spray Oil

Liquid spray oil to be mixed with select adulticides. To be of C20 - C26 carbon number range. To be packaged in 30, 50 or 55 gallon drums. To be BVA 13, Orchex 796, Sunpar LW 107, or approved equal.

26. Monomolecular Isostearyl Alcohol Surface Film

Liquid monomolecular film for control of mosquito larvae and pupae. 100% active ingredient. To be packaged in 2.5 gallon containers. To be Agnique MMF, Arosurf MSF, or approved equal.

27. Etofenprox - 20% active ingredient

Liquid insecticide for control of adult mosquitoes. 20% etofenprox and 80% inert ingredients. To be packaged in 2.5 gallon containers or 30 gal., closed-system, returnable containers. To be Zenivex E20 or approved equal.

28. Spinosad - 20% liquid concentrate

Liquid insecticide for control of mosquito larvae. To be 20.6% active ingredient (2 lbs. active ingredient/gal.) 79.4% inert ingredients. Must be a mixture of Spinosyn A & D. To be packaged in 2.5 gallon containers (2 containers/case). To be Natular 2EC or approved equal.

TECHNICAL SPECIFICATIONS (Continued)

29. Spinosad - Granules

Granular insecticide for control of mosquito larvae. To be at least .5% active ingredient. No more than 99.5% other ingredients. Must be a mixture of Spinosyn A & D. To be packaged in 40 lb. bags. To be Natular G or approved equal.

30. Spinosad - Extended Release Granules - 30 day

Granular insecticide for control of mosquito larvae. To be 2.5% active ingredient. 97.5% inert ingredients. Must be a mixture of Spinosyn A & D. To be packaged in 40 lb. bags. To be Natular XRG or approved equal.

31. Spinosad - 30 day tablets

Tablet insecticide for control of mosquito larvae. To be 8.33% active ingredient. 91.6% inert ingredients. Must be a mixture of Spinosyn A & D. To be packaged 400/case. To be Natular T30 or approved equal.

32. Spinosad - Extended Release Tablets

Tablet insecticide for control of mosquito larvae. To be 6.25% active ingredient. 93.75% inert ingredients. Must be a mixture of Spinosyn A & D. To be packaged 220/case. To be Natular XRT or approved equal.

BID QUOTATION REPLY SECTION

CONTRACT NO. NAT11123-INSECTICIDES

INSECTICIDES FOR DNREC - MOSQUITO CONTROL SECTION

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to the Department of Natural Resources and Environmental Control – Mosquito Control Section by **Tuesday, February 22, 2011 at 1:00 PM EST** at which time bids will be opened.

Bidders are encouraged to submit questions in writing up until 4:00 PM, Tuesday, February 15, 2011 to Thomas Moran at DNREC - Mosquito Control Section, 2430 Old County Road, Newark, DE 19702 or via email to Thomas.Moran@state.de.us. Answers to any question(s) posed will be posted as an addendum on the State's Bid Solicitation Directory (http://bids.delaware.gov). Vendors are encouraged to check this site throughout the process of preparing their bids.

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 bid 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 bidders(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 WILL BE READ AT THE BID OPENING

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
MOSQUITO CONTROL SECTION

CONTRACT NO. NAT11123-INSECTICIDES

BID QUOTATION

IMPORTANT NOTE: ALL BIDDERS MUST INCLUDE (in electronic format) COMPLETE CURRENT MSDS & PRODUCT LABELS WITH EACH ITEM BID. BIDDERS SHALL REFER TO TECHNICAL SPECIFICATIONS FOR MORE COMPLETE DESCRIPTIONS OF INSECTICIDES AND ADDITIVES.

The undersigned, having read the specifications, examined the contract documents, hereby proposes to provide all necessary machinery, tools, and labor to do all the work and to furnish all the materials necessary to perform and complete the said contract for the following named quoted prices for the various items:

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	10 GALS.	TEMEPHOS CONCENTRATE LIQUID (2.5 GAL. CONTAINERS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
2.	20,000 LBS.	2% TEMEPHOS BIODAC DEDUSTED GRANULES (25 LB. BAGS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
3.	40,000 LBS.	BACILLUS THURINGIENSIS VAR. ISRAELENSIS GRANULES (5-8 AND 10-14 MESH) (40 LB. BAGS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
4.	40,000 LBS.	BACILLUS THURINGIENSIS VAR. ISRAELENSIS HIGH POTENCY GRANULES (5-8 AND 10-14 MESH) (40 LB. BAGS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT NO. NAT11123-INSECTICIDES

INSECTICIDES FOR DNREC - MOSQUITO CONTROL SECTION

BID QUOTATION (Continued)

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5.	3,000 GALS.	BACILLUS THURINGIENSIS VAR. ISRAELENSIS AQUEOUS SUSPENSION CONCENTRATE (2.5 OR 5 GAL. CONTAINERS AND 30 GAL. DRUMS; 250 GAL. RETURNABLE "TOTE" CONTAINERS OPTIONAL AND PRICED SEPARATELY)	$_____ $_____ (250 GAL. TOTES)	$_____ $_____ (250 GAL. TOTES)
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
6.	3,000 GALS.	BACILLUS THURINGIENSIS VAR. ISRAELENSIS HIGH POTENCY AQUEOUS SUSPENSION CONCENTRATE (2.5 OR 5 GAL. CONTAINERS AND 30 GAL. DRUMS; 250 GAL. RETURNABLE "TOTE" CONTAINERS OPTIONAL AND PRICED SEPARATELY)	$_____ $_____ (250 GAL TOTES)	$_____ $_____ (250 GAL TOTES)
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
7.	2,400 LBS.	BACILLUS SPHAERICUS WETTABLE POWDER (1 LB. CONTAINERS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
8.	7,400 LBS.	BACILLUS SPHAERICUS GRANULES (25 OR 40 LB. BAGS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
9.	8 GALS.	5% METHOPRENE LIQUID (1 GAL. CONTAINERS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT NO. NAT11123-INSECTICIDES

INSECTICIDES FOR DNREC - MOSQUITO CONTROL SECTION

BID QUOTATION (Continued)

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10.	100 GALS.	20% METHOPRENE CONCENTRATE LIQUID (2.5 GAL. CONTAINERS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
11.	1,600 LBS.	METHOPRENE 5-10 DAY RESIDUAL GRANULES (40 LB. BAGS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
12.	1,600 LBS.	METHOPRENE 21 DAY RESIDUAL GRANULES (40 LB. BAGS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
13.	88 LBS.	4.25% METHOPRENE 30 DAY RESIDUAL PELLETS (22 LB. CONTAINERS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
14.	10 CASES (4,000)	METHOPRENE 30 DAY RESIDUAL BRIQUETS (400 PER CASE)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
15.	8 CASES (1,760)	METHOPRENE 150 DAY RESIDUAL BRIQUETS (220 PER CASE)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT NO. NAT11123-INSECTICIDES

INSECTICIDES FOR DNREC - MOSQUITO CONTROL SECTION

BID QUOTATION (Continued)

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
16.	360 GALS.	NALED CONCENTRATE LIQUID (30 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
17.	360 GALS.	NALED EC LIQUID (30 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
18.	330 GALS.	31.28% PERMETHRIN + 66% PBO OIL BASE LIQUID (1 OR 5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
19.	330 GALS.	18% RESMETHRIN + 54% PBO CONCENTRATE LIQUID (5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
20.	330 GALS.	10% SUMITHRIN + 10% PBO LIQUID (2.5 OR 5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
21.	100 GALS.	5% SUMITHRIN + 1% PRALLETHRIN (1 OR 2.5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT NO. NAT11123-INSECTICIDES

INSECTICIDES FOR DNREC - MOSQUITO CONTROL SECTION

BID QUOTATION (Continued)

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
22.	330 GALS.	5% NATURAL PYRETHROID + PBO LIQUID (1 OR 2.5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
23.	1,650 GALS.	1% NATURAL PYRETHROID + PBO LIQUID (1 OR 2.5 GAL. CONTAINERS AND 30 OR 55 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
24.	3,575 GALS.	HEAVY AROMATIC NAPHTHALENE PETROLEUM (55 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
25.	330 GALS	HIGHLY REFINED PETROLEUM SPRAY OIL (30, 50 OR 55 GAL. DRUMS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
26.	10 GALS.	MONOMOLECULAR ISOSTEARYL ALCOHOL SURFACE FILM (2.5 GAL. CONTAINERS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT NO. NAT11123-INSECTICIDES

INSECTICIDES FOR DNREC - MOSQUITO CONTROL SECTION

BID QUOTATION (Continued)

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
27.	30 GALS	20% ETOFENPROX (2.5 GALLON CONTAINERS AND 30 GAL., CLOSED-SYSTEM, RETURNABLE CONTAINERS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
28.	10 GALS.	20% SPINOSAD (2.5 GALLON CONTAINERS; 2 CONTAINERS/CASE)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
29.	80 LBS.	SPINOSAD GRANULES (40 LB. BAGS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
30.	80 LBS.	SPINOSAD 30 DAY EXTENDED RELEASE GRANULES (40 LB. BAGS)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				
31.	1 CASE	SPINOSAD 30 DAY TABLETS (400 PER CASE)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

CONTRACT NO. NAT11123-INSECTICIDES

INSECTICIDES FOR DNREC - MOSQUITO CONTROL SECTION

BID QUOTATION (Continued)

ITEM NO.	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
32.	1 CASE	SPINOSAD EXTENDED RELEASE TABLETS (220 PER CASE)	$_____	$_____
EPA REGISTRATION NO.: _____ BRAND: _____ PACKAGING: _____				

DELIVERY

Ship Stock _____ days ARO

Ship Non-Stock _____days ARO

CONTRACT TOTAL VALUE $_____

COMPANY

_____

_____

_____

DATE: _____

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
MOSQUITO CONTROL SECTION
2430 OLD COUNTY ROAD
NEWARK, DE 19702

NO BID REPLY FORM

BID # NAT11123-INSECTICIDES **BID TITLE:** Insecticides for DNREC - Mosquito Control Section

To assist us in obtaining good competition on our Request for Bids, 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 Request for 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.: NAT11123-INSECTICIDES
TITLE: Insecticides for DNREC - Mosquito Control Section
OPENING DATE: February 4, 2011

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 the Department of Natural Resources and Environmental Control - 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, Department of Natural Resources and Environmental Control – Mosquito Control Section.

COMPANY NAME _____ (Check one)

	Corporation
	Partnership
	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 _____

		(Circle one)			(Circle one)			(Circle one)	
COMPANY CLASSIFICATIONS: CERT. NO._____	*Women Business Enterprise (WBE)*	Yes	No	*Minority Business Enterprise (MBE)*	Yes	No	*Disadvantaged 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 FOR 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 _____

CONTRACT NO. NAT11123-INSECTICIDES

Required Documents Checklist

Bids should contain the following information:

1. Two copies of the completed bid response paperwork including all attachments, addenda, and pricing.
   a. Must be written in ink or typewritten.
   b. A paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring a bidder's signature.
   c. The remaining copy does not require original signatures, but shall be identical to the "Master Copy", including other required documents.

2. Current MSDS and Product Labels in **electronic format** for all offered products indicating that product is registered with the U.S. Environmental Protection Agency for use in control of mosquitoes.

3. **Electronic documentation** from the Delaware Department of Agriculture that products offered are registered in accordance with DE Pesticide Law Title 3, Part II, Chapter 12.

4. One complete, original, **signed and notarized copy** of the non-collusion agreement.

5. Three business references, including name, address, telephone number, email address, and contact person on **Attachment A - Business References**.

6. Proof of current Delaware Business License, **if available**.

7. One complete copy of the Office of Minority and Women Business Enterprise Certification Application, **if applicable**.

Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.

Vendors are asked to verify file copies saved to electronic media are "retrievable". The State reserves the right to declare a vendor non-responsive if a vendor provides a media disk that has un-retrievable files.

Attachment A – Business References

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

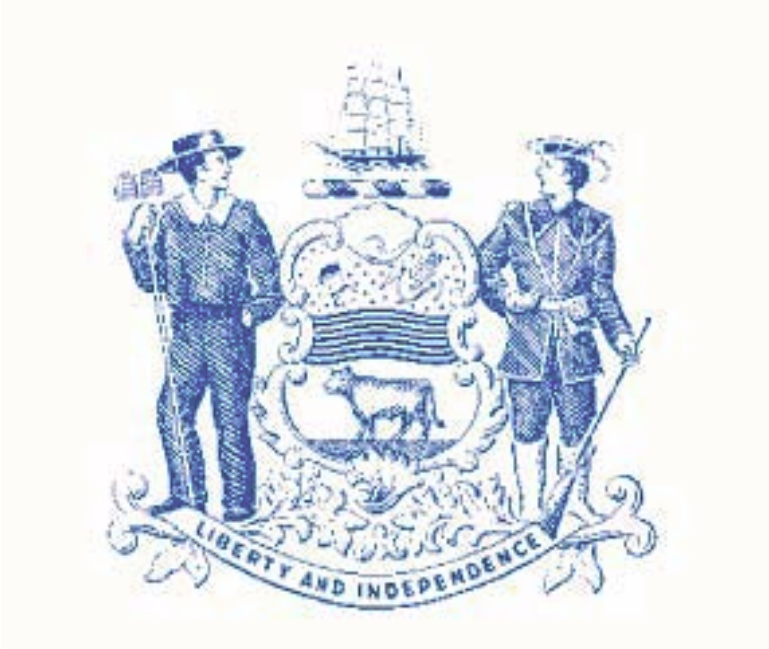
Contact Name:	
Contact Title:	
Business Name:	
Address:	
Phone # / Fax #:	
E-mail Address:	
Current Vendor (YES or NO):	
Years Associated:	

Contact Name:	
Contact Title:	
Business Name:	
Address:	
Phone # / Fax #:	
E-mail Address:	
Current Vendor (YES or NO):	
Years Associated:	

Contact Name:	
Contact Title:	
Business Name:	
Address:	
Phone # / Fax #:	
E-mail Address:	
Current Vendor (YES or NO):	
Years Associated:	

State of Delaware

Office of Minority and Women Business Enterprise
Certification Application



Complete application and mail, email, or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Web site: http://gss.omb.delaware.gov/omwbe/index.shtml (entire application)