

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**  
**HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION**  
**ISSUED BY DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL**  
**CONTRACT NUMBER NAT18456-HELICOPTER**

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**I. Overview**

The State of Delaware **Department of Natural Resources and Environmental Control (DNREC)** seeks professional services to cover all aspects of Helicopter Spraying and Surveillance requirements for the Mosquito Control Section based on one hourly fixed rate.. This request for proposals (“RFP”) is issued pursuant to [29 Del. C. §§ 6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: 01/24/2018
Deadline for Questions	Date: 01/31/2018
Response to Questions Posted by:	Date: 02/05/2018
Deadline for Receipt of Proposals	Date: 02/09/2018 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: 02/16/2018

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PRE-BID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

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#### II. Scope of Services

This contract will be issued to cover Helicopter Spraying and Surveillance requirements for the Department of Natural Resources and Environmental Control - Mosquito Control Section. In addition to meeting the criteria set forth in this RFP, the Contractor shall submit an hourly rate which will be the cost/hour of flight when flying the helicopter for purposes of spraying, surveillance, or photo documentation. This price should be inclusive of all Contractor expenses incurred (fuel, personnel, insurance, equipment maintenance, etc.) as no surcharges will be considered (with exception of helicopter calibration costs as described in Basis of Payment herein). **Complete Scope of Work and Technical Requirements are listed in Appendix B.**

#### III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

##### A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.  
  
Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. **Proof of license, if available, may also be included with the proposal.**
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).
5. Performance/Contract Bond

Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Department of Natural Resources and Environmental Control - Mosquito Control Section with a corporate surety authorized to do business in this state in the amount of 100% of the total contract award. Total contract award amount will be based upon the total bid proposal price submitted on Attachment 10. Said bonds shall be conditioned upon the faithful performance of the contract.

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**B. General Evaluation Requirements**

1. Cost per flight hour (Attachment 10)
2. Experience and Qualifications
3. Familiarity with Helicopter Spraying and Surveillance for mosquito control and its requirements (i.e. ability to spray in less than the 24 hr. required time will be awarded more points in evaluation process vs. a vendor that can only meet the required 24 hr. response time)
4. Capacity to meet requirements (see Scope of Services)
5. Demonstrated ability - Equipment and Experience Statement (Attachment 9)

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**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with [29 Del. C. §6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**THOMAS MORAN, MOSQUITO CONTROL SECTION**

**2430 OLD COUNTY ROAD, NEWARK, DE 19702**

**[Thomas.Moran@state.de.us](mailto:Thomas.Moran@state.de.us)**

To ensure that written requests are received and answered in a timely manner, e-mail correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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#### 7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

#### 8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

#### B. RFP Submissions

##### 1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

##### 2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **one (1) paper copy** and **one (1) electronic copy** on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

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All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on Friday, February 9, 2018**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**THOMAS MORAN**

**MOSQUITO CONTROL SECTION**

**2430 OLD COUNTY ROAD, NEWARK, DE 19702**

Vendors are directed to clearly print **"BID ENCLOSED"** and **"CONTRACT NO. NAT18456-HELICOPTER"** on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document shall in no way relieve vendors from any obligation in respect to this RFP.

#### **3. Proposal Modifications**

Any changes, amendments, or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment, or modification to a previously submitted proposal. Changes, amendments, or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

#### **4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations, or negotiation process.

#### **5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through March 7, 2019. The State of Delaware reserves the right to ask for an extension of time if needed.

#### **6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

#### **7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

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There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

#### 8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

#### 9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

#### 10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials, and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

#### 11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be

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deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by [29 Del. C. § 10002](#), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

#### 12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

#### 13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**." The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

##### a) Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or



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from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

#### **b) Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any subcontractors must be approved by State of Delaware.

#### **c) Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Subcontracting vendors may participate in multiple joint venture proposals.

### **14. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

### **15. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

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Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

#### **a) RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **Wednesday, January 31, 2018**. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **Monday, February 5, 2018**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

#### **16. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities, or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

#### **17. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason, or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

#### **18. State's Right to Award Multiple Source Contracting**

Pursuant to [29 Del. C. § 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

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#### **19. Potential Contract Overlap**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

#### **20. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

#### **21. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor, or its agents.

#### **22. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

#### **23. Business References**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

#### **24. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

##### **a) RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the

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contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

#### 25. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

#### C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware, Department of Natural Resources and Environmental Control, Mosquito Control Section will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

##### 1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware's Mosquito Control Section. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). Professional services for this solicitation are considered under [29 Del. C. § 6982\(b\)](#). **The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.** The Team shall make a recommendation regarding the award to William H. Meredith, Administrator, Delaware Mosquito Control Section, who shall have final authority, subject to the provisions of this RFP and [29 Del. C. §6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

##### 2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the

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State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to [29 Del. C. §6986](#) in which the Agency 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

#### Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Cost per flight hour (Attachment 10).	50
The qualifications and experience of the organization / persons to be assigned to the project.	15
Familiarity and experience of organization in conducting helicopter spraying and surveillance for mosquito control, including the ability to perform the work in a timely manner, company oversight, and on-going project support and maintenance.	15
Demonstrated Ability - Equipment and Experience Statement (Attachment 9).	10
Capacity to meet all requirements (see Scope of Services).	10
<b>Total</b>	<b>100</b>

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Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

#### **3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

#### **4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

#### **5. Oral Presentations**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

## **V. Contract Terms and Conditions**

### **1. Contract Use by Other Agencies**

**REF: Title 29, Chapter [6904\(e\)](#) Delaware Code.** If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

### **2. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

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#### 3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

#### 4. General Information

- a. The term of the contract between the successful bidder and the State shall be for a period of one (1) year with four (4) optional extensions for a period of one (1) year for each extension. Each vendor's contract shall be valid for one (1) year. **For example, March 8, 2018 through March 7, 2019 for the upcoming contract period.**
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

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#### **5. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

#### **6. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

#### **7. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.



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#### **8. General Contract Terms**

##### **a. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations, or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums, or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

##### **b. Temporary Personnel are Not State Employees Unless and Until They are Hired**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

##### **c. ACA Safe Harbor**

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

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The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

#### **d. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in [30 Del. C. § 2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware 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) 577-8200 - Public Service, (302) 577-8205 - Licensing Department.

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

#### **e. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**DNREC - MOSQUITO CONTROL SECTION**

**2430 OLD COUNTY ROAD, NEWARK, DE 19702**

**ATTN: Thomas J. Moran**

#### **f. Indemnification**

##### **1) General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

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#### 2) **Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

#### **g. Insurance**

- 1) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 2) The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- 3) During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
  - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
    - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

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- ii. Commercial General Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
- iii. Aviation Liability  
\$5,000,000 aggregate
- b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.
  - i. Medical/Professional Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
  - ii. Miscellaneous Errors and Omissions  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
  - iii. Product Liability  
\$1,000,000 per occurrence/\$3,000,000 aggregate
- c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.
  - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
  - ii. Automotive Property Damage (to others) - \$25,000
- 4) The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s). The certificate holder is as follows:

Thomas Moran, Mosquito Control Section  
Contract No. NAT18456-HELICOPTER  
2430 Old County Road, Newark, DE 19702
- 5) Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**h. Performance Requirements**

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations, and codes.

**i. Bid Bond**

There is no Bid Bond Requirement.

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#### **j. Performance Bond**

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 the Department of Natural Resources and Environmental Control - Mosquito Control Section with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

#### **k. 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 where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic, or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

#### **l. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

#### **m. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

#### **n. Liquidated Damages**

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

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#### **o. Dispute Resolution**

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

#### **p. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by the Department of Natural Resources and Environmental Control - Mosquito Control Section.

##### **1) Termination for Cause**

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof, at least twenty (20) 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 Vendor under this Contract shall, at the option of the State, become its property, and the Vendor 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.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

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#### 2) 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 twenty (20) 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 Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

#### 3) Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### q. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in [Title 19 Delaware Code Chapter 7 section 711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

#### r. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### s. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

#### t. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject to the approval and acceptance of the Department of Natural Resources and Environmental Control - Mosquito Control Section.

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#### u. Personnel, Equipment, and Services

- 1) The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- 2) All of the equipment and services required hereunder shall be provided by or performed by the Vendor 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.
- 3) None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

#### v. Fair Background Check Practices

Pursuant to [29 Del. C. §6909B](#), the State does not consider the criminal record, criminal history, credit history, or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to [19 Del. C. §711\(g\)](#) for applicable established provisions.

#### w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.



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#### **x. Drug Testing Requirements for Large Public Works**

Pursuant to [29 Del. C. §6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to [29 Del. C. §6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

#### **y. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

#### **z. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. 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, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

#### **aa. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state, and local laws applicable to its activities and obligations including:

- 1) the laws of the State of Delaware;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

#### **bb. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

#### **cc. Assignment of Antitrust Claims**

As consideration for the award and execution of this contract by the State, the Vendor 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, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

#### **dd. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

#### **ee. Affirmation**

The Vendor 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.

#### **ff. Audit Access to Records**

The Vendor 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 Vendor 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 Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation.

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The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, 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 Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

#### gg. Other General Conditions

- 1) **Current Version** - "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2) **Current Manufacture** - Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- 3) **Volumes and Quantities** - Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) **Prior Use** - The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- 5) **Status Reporting** - The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6) **Regulations** - All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) **Assignment** - Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- 8) **Changes** - No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- 9) **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.
- 10) **Payment** - The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

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### HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION

- 11) **Purchase Orders** - Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT18456-HELICOPTER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 12) **Purchase Card** - The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 13) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## VI. RFP Miscellaneous Information

### 1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

### 2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

### 3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**CONTRACT NO. NAT18456-HELICOPTER**  
**HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION**

**VII. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Subcontracting (2nd Tier Spend) Report
- Attachment 8 – Office of Supplier Diversity Application
- Attachment 9 – Equipment and Experience Statement
- Attachment 10 – Price Quotation Form
- Appendix A – Minimum Mandatory Submission Requirements
- Appendix B – Scope of Work and Technical Requirements

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**CONTRACT NO. NAT18456-HELICOPTER**  
**HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION**

**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, 5, 9, and 10 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachment 7 represents required reporting on the part of awarded vendors if subcontractors will be involved. Those bidders receiving an award will be provided with active spreadsheets for reporting.

**REQUIRED REPORTING**

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 7.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September, and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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**CONTRACT NO. NAT18456-HELICOPTER**  
**HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION**

*Attachment 1*

**NO PROPOSAL REPLY FORM**

**Contract No.** NAT18456-HELICOPTER

**Contract Title:** Helicopter Spraying & Surveillance for DNREC - Mosquito Control Section

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, 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 Vendor's List by so indicating below, or do not return this form or bona fide proposal.

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

\_\_\_\_\_ 1. We do not wish to participate in the proposal process.

\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document.  
Our objections are:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_\_ 4. We cannot submit a Proposal 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 Proposals 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.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

**CONTRACT NO.:** NAT18456-HELICOPTER  
**CONTRACT TITLE:** Helicopter Spraying & Surveillance for DNREC - Mosquito Control Section  
**DEADLINE TO RESPOND:** February 9, 2018 at 1:00 PM (Local Time)

### NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control, Mosquito Control Section.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation 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)

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

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
 LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational 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. NAT18456-HELICOPTER**  
**HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION**

**EXCEPTION FORM**

*Attachment 3*

Proposals must include all exceptions to the specifications, terms, or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

- ☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms, or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms, or conditions	Proposed Alternative

## HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION

*Attachment 4*

- ☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under [29 Del. C. §100](#), Delaware Freedom of Information Act.

[illegible]

**CONTRACT NO. NAT18456-HELICOPTER**  
**HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION**  
**BUSINESS REFERENCES**

*Attachment 5*

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Street Address:</b>	
	<b>City, State, Zip</b>	
	<b>Email Address:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Street Address:</b>	
	<b>City, State, Zip</b>	
	<b>Email Address:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Street Address:</b>	
	<b>City, State, Zip</b>	
	<b>Email Address:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

**CONTRACT NO. NAT18456-HELICOPTER**  
**HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION**  
**SUBCONTRACTOR INFORMATION FORM**

*Attachment 6*

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO.  <b>NAT18456-HELICOPTER</b>	2. Proposing Vendor Name	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

***Note: Use a separate form for each subcontractor.***

**Contract No.** NAT18456-HELICOPTER  
**Contract Title:** Helicopter Spraying & Surveillance for DNREC - Mosquito Control Section

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	Vendor Tax ID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)

**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email, or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Website: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.**  
**THE OSD WILL NOT ACCEPT ANY VENDOR BID PACKAGES.**

**CONTRACT NO. NAT18456-HELICOPTER****HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION****EQUIPMENT AND EXPERIENCE STATEMENT**

**We submit the following to accompany our bid on Contract No. NAT18456-HELICOPTER:**

- A. List of equipment now available for work that may be awarded (*complete individual statement for each helicopter available under this bid*):**

Helicopter Model No.: \_\_\_\_\_

Helicopter Serial No.: \_\_\_\_\_

Turbine Engine?      Yes \_\_\_\_\_      No \_\_\_\_\_

Spray Boom and Nozzle Equipment: \_\_\_\_\_

Pressure Pumps: \_\_\_\_\_

Liquid Spray Tank Capacity: \_\_\_\_\_

Adulticide Spray System: \_\_\_\_\_

Maximum weight of product that can be carried by aircraft without exceeding Max Gross Weight (after consideration of pilot(s), equipment, and full fuel weight: \_\_\_\_\_

Navigational GPS Type/Model (**indicate type of data download system, including whether such is a solid state memory system example: a USB flash memory drive or memory card**):

\_\_\_\_\_

Safety Helmet(s) for Passengers (type/number): \_\_\_\_\_

Total Hours Air Time: \_\_\_\_\_

Total Hours Air Time since Major Overhaul: \_\_\_\_\_

Total Hours Air Time since Engine Overhaul: \_\_\_\_\_

**B. Pilot(s) Experience Statement:**

1. Is each pilot that you submitted with your bid familiar with and able to meet the requirements of mosquito control work as explained in the Scope of Services if you are awarded this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Does each pilot intended to be placed on this contract have at least 300 hours experience in helicopter mosquito control (larviciding and/or adulticiding), forest, insect, aquatic invasive species, and/or agricultural spraying?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. If answering "Yes" to question #2, please provide the estimated hours each pilot has in these respective spraying categories.

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4. What other type(s) of spraying work, if any, have the primary pilots, which will be assigned to this contract, done?

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5. Is each pilot intended to be placed on this project able/certified to follow current FAA rules for low-level and congested area flight and still accomplish the spraying needs described and understood in this RFP?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Will your aviation service be able to provide a second appropriately capable helicopter if needed?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. If answering "Yes" to question #6 please describe below how you intend to meet this need including the time required to do such.

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8. Does your aviation service currently have a Federal Aviation Administration (FAA) 137 Certificate with operation specifications in the Philadelphia Flight Standards District Office (FSDO)?

Yes \_\_\_\_\_ No \_\_\_\_\_



**9.** Are you able to respond to spray requests in less than 24 hours? If so, what do you anticipate your average response time to be?

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**10.** Regarding GPS navigation, what is your organization's ability to troubleshoot or otherwise address any technical difficulties that may arise?

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

---

**12.** For what states have you performed work and to whom do you refer?

---

**13.** For what cities have you performed work and to whom do you refer?

---

**14.** For what counties have you performed work and to whom do you refer?

---

**15.** For what corporation(s) or individual(s) have you performed work? Name the corporation or individual.

---

**16.** What is the largest contract you have ever had? Where was it located?

---

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

---

18. Please list below **for each pilot**, the pilots' name(s) and type/amount of experience using a Global Positioning System (GPS) navigational system. Also indicate **for each pilot** the type and expiration date of any State of Delaware Certified Pesticide Applicator Certificate(s) they possess at the time of this submission.

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Signed: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

On this \_\_\_\_\_ day of , 20\_\_\_\_ 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. NAT18456-HELICOPTER****HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION****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 Agency 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:

ITEM	DESCRIPTION	UNIT PRICE PER	TOTAL PRICE
* 1	COST FOR FLYING 117 HOURS	\$_____/HR	\$_____

**\* Performance Bond to reflect 117 hours only.**

- For purposes of mosquito larvae inspections, larvicide applications, adulticide applications, and aerial photography. Representative or “typical” annual hours of use (for guidance purposes only) average about 115 hours of flight time per year.

Contractor should base their cost per flight hour on **the basis of overall price per hour for helicopter use**, involving mosquito larvae surveillance, larvicide applications, adulticide applications, and aerial photography, all combined into one overall price per hour. To help a bidder better determine the overall price or cost per hour, the following types and representative amounts of helicopter uses or insecticide treatments are provided below for guidance purposes only, being “typical” of Mosquito Control’s annual use or treatment patterns:

1. About 2 hours per year for mosquito larvae surveillance or aerial photography work (i.e. helicopter use for non-spraying purposes).
2. An average of 115 hours per year for larvicide applications, for both woodland pool and salt marsh treatments (to treat about 9,000 acres per year at a rate of about 80 acres per hour).

**TOTAL AMOUNT OF HOURS: about 117 total hours of helicopter flight time per year.**

We are seeking ***one overall price per flight hour.***

There is no commitment by the Mosquito Control Section in terms of hours above to actually achieve such for minimums, or not to exceed such for maximums, in our repeating here that these numbers are provided only for guidance purposes in helping a vendor determine bid price.

## CONTRACT NO. NAT18456-HELICOPTER

### HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION

#### APPENDIX A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal, including an Applicant's experience, if any, providing similar services.
2. One (1) paper copy of the vendor proposal paperwork. The vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing.
  - a. Must be written in ink or typewritten.
  - b. Proposal shall be marked "Master Copy" and will contain original signatures in all locations requiring a bidder's signature.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each criterion identified.

3. One (1) electronic copy of the vendor proposal, identical to the "Master Copy", saved to CD or DVD media disk, or USB memory stick. **Copy of electronic price file shall be separate from all other files on the electronic copy.**
4. One (1) complete, signed, and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** Form **MUST** be included.
5. One (1) completed RFP Exception Form (Attachment 3) - please check box if no information. Form **MUST** be included.
6. One (1) completed Confidential Information Form (Attachment 4) - please check if no information is deemed confidential. Form **MUST** be included.
7. One (1) completed Business Reference form (Attachment 5) with references other than State of Delaware contacts. Form **MUST** be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 6) for each subcontractor - only provide if applicable.
9. One (1) complete OSD application (see link on Attachment 8) - only provide if applicable.
10. One (1) complete Equipment and Experience Statement (Attachment 9). Form **MUST** be included.
11. One (1) complete Price Quotation Form (Attachment 10). Form **MUST** be included.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

## **CONTRACT NO. NAT18456-HELICOPTER**

### **HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL SECTION**

## **APPENDIX B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

### **A. Statement of Work**

This contract will be issued to cover the Helicopter Spraying and Surveillance requirements for the Department of Natural Resources and Environmental Control - Mosquito Control Section. In addition to meeting the criteria set forth in this RFP, the Contractor shall submit an hourly rate which will be the cost/hour of flight when flying a helicopter for purposes of spraying, surveillance, or photo documentation. This price should be inclusive of all Contractor expenses incurred (fuel, personnel, insurance, equipment maintenance, etc.) as no surcharges will be considered (with exception of helicopter calibration costs as described in Basis of Payment herein).

Mosquito surveillance and control program operations regularly take place from March through October. The frequency of mosquito surveillance and control operational work with the use of a helicopter is weather dependent. For example, spraying to control the larvae of woodland mosquito species takes place on a fairly regular basis from mid-March to mid-April. Sporadic multiple or spot spraying (to control salt marsh mosquito larvae) and larval surveillance operation events involving helicopter use occur from mid-April through October. Adulticiding, spraying to control adult mosquitoes, can occur at any time depending on need.

The Contractor will furnish up to two helicopters piloted by qualified pilots as described in Pilot Specifications herein to one of the following: a required local airport access facility, any Contractor central Delaware base of operations, or the Mosquito Control Section's facility located at 1161 Airport Road, Milford, DE 19963. The helicopter and pilot will be ready to take to the air and operationally capable to perform surveillance activities or pesticide applications as directed by the Agency within twenty-four (24) hours, weather permitting, upon such notice. Preference will be given to contractors that can demonstrate/provide a faster response time.

Application of pesticides and surveillance activities must be made as directed by the Agency. Pesticide applications will be made within the wind parameters set forth in the label for each particular product.

The Agency will determine, by inspection, the time for each application, which must be made, at the latest, by 24 hours of official notice (barring unfavorable flying or spray conditions). It is of great importance that the successful Contractor be ready as soon as possible in applying mosquito control insecticides in order to prevent further development of the larvae, the flight of adults from their breeding grounds, and/or to lessen adult mosquito populations.

History has shown over the past thirty years that in order for the Mosquito Control Section to be able to conduct up to twenty-five (25) spray missions per year in the required 24 hour response time, it is advantageous for the Contractor to have, or have access to, a fully operational facility within 20 statute miles of the Section's southern operational headquarters in Milford, DE. This fully operational facility must support the time sensitive deployment of spray operations via appropriately equipped aircraft along with complete pesticide application support capabilities (described in Support Equipment and Personnel) that are required for helicopter fueling, maintenance, repair, loading/mixing of water and pesticides, and be compliant with any

and all Delaware Department of Agriculture (DDA), Federal Aviation Administration (FAA), and U.S. Environmental Protection Agency (EPA) requirements associated with this type of spraying. The facility should also have DDA-inspected and EPA-approved spill containment and rinsate capabilities for rinsing and washing-down aircraft, plus locked storage areas in which to store pesticides for future spray missions. This facility location is also important for the functioning and convenience of Mosquito Control Section staff, who at times have need to visit an aerial applicator's base of operations for various needs that can include: timely delivery of pesticides or other needed supplies and materials, calibration of spray equipment, data exchanges, inspection of facilities/equipment, or observations of a contractor's operational practices and procedures, etc. This facility should be operational in the above manner from the date of receipt of a State of Delaware Purchase Order through November 30, 2018.

If the Contractor cannot establish the above stated central Delaware base of operations, then temporary arrangements must be made with a local Delaware airport facility to provide complete pesticide application operational plus helicopter support capabilities as described above, from the date of receipt of a State of Delaware purchase order through November 30, 2018. The Contractor will make all necessary arrangements with at least one of the local Delaware airport access facilities listed below, in order to obtain whatever might be needed from the airport facility for the Contractor to conduct the above stated program operations.

Local Delaware airport access facilities are:

1. Greater Wilmington Airport, 151 North DuPont Highway, New Castle, DE 19720
2. Summit Airport, 4200 Summit Bridge Road, Middletown, DE 19709
3. Delaware Air Park - Cheswold, Durham Lane, Dover, DE 19904
4. Chandelle Estates Airport, 114 Kruser Boulevard, Dover, DE 19901
5. Delaware Coastal Airport, 21553 Rudder Lane, Georgetown, DE 19947
6. Laurel Airport, 32502 Aero Drive, Laurel, DE 19956

The Agency, on occasion, will allow landing at the Mosquito Control Section's facility in Milford. Other field staging, landing, or loading sites might be used as approved by the Mosquito Control Section. Permission for any use of such additional sites can be obtained by the contractor or Mosquito Control Section.

The Mosquito Control Section reserves the right at its sole discretion not to use a helicopter when larvicide or adulticide spraying, or when performing aerial photography, but might instead use fixed-wing aircraft for such work, which is the subject of a separate fixed-wing contract. But undoubtedly some or even much helicopter use will occur, reflected herein via the "typical" or representative annual flight hours.

The Contractor must be able to transport (via helicopter) Agency personnel to known or suspected mosquito breeding areas throughout the state for the purpose of conducting larval mosquito inspections/sampling. This may involve landing on wetlands or other type of terrain to allow the inspector to get out and obtain larval samples. The inspector will determine if the area warrants treatment at that time. If treatment is required, the contractor must be ready to then treat within 24 hours if directed by Agency personnel. The pilot may be provided with map(s) or digital spray block(s) of other breeding sites that shall be treated at the direction of the Agency.

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

## B. Laws to be Observed

The contractor is presumed to know and shall strictly comply with all Federal, 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.

## C. 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. This includes the principal contract holder and any sub-contractors having a Federal Aviation Administration (FAA) 137 Certificate with operation specifications in the Philadelphia Flight Standards District Office (FSDO) in place at the time of proposal submission.

## D. Equipment Specifications

Helicopters with all necessary equipment shall be furnished and maintained by the Contractor. They shall be of a type approved by the Agency and must be maintained in excellent operating condition. When fully equipped and loaded they must meet all FAA criteria. Aerial dispersal equipment must be approved by the Agency and shown by Agency test(s) or calibration(s) to give, as determined by the Agency, a reasonably uniform pesticide distribution at the specified rate of application. All pesticide handling/mixing/loading must be in full compliance with all State and Federal rules, regulations, and laws. **Each helicopter and its calibrated application equipment will be visually inspected by a Mosquito Control Program Manager or their appointed designee at, as designated by the Department, one of the required local airport access facilities, a Contractor central Delaware base of operations as described herein, or the Mosquito Control Section's facility at 1161 Airport Road, Milford, DE prior to the respective helicopter's first pesticide application and at other times as determined by a Mosquito Control Program Manager (i.e. operational pesticide applications will not be made until after the helicopters are calibrated to the Department's satisfaction).**

The contractor shall be able to provide two (2) helicopters at any given time (although for planning purposes, the need for two will be greatest each year from mid-March to mid- April) meeting the following minimum qualifications:

1. Bell 47, Bell 206B, Bell-Soloy 47G-3B1, Hiller-Soloy 12-E, Hughes 500C, Schweizer 300 (or approved equivalent). Preference will be given to vendors providing turbine engine helicopters due to their increased reliability, safety, load carrying capacity, and speed.
2. Total load capacity of at least 900 lbs. (personnel, fuel, materials, and application equipment) and have flight endurance of at least 2 hours when fully loaded.
3. At least a two place cabin, with all passenger seats equipped with safety lap belts and shoulder harnesses; safety helmets for all passengers, each outfitted with communication equipment that enables communication between passenger and pilot.
4. Helicopters, with attached spray equipment prescribed within this document, must possess an FAA approval for flight within congested areas.
5. Raindrop nozzles and rotary atomizing nozzles (for adulticiding) as required for specialized pesticide spraying as described herein.
6. Mirrors on the skid toes to help guide landing on soft mud and grass.

7. Electronic trigger timer to record actual spray time.
8. Reliable air to ground communication such that pilots can communicate with ground personnel while in the air conducting spray operations.
9. Must be able to work a full day away from the base of operations or in remote locations (e.g. remote fueling capability).

Liquid Larvicide Dispersal Equipment: Minimum liquid payload capacity of 50 gallons. Chemical to be delivered by hydraulic or electric pump into stainless steel, PVC, or plastic tubing and into raindrop, flat fan, or approved equivalent nozzles capable of applying a minimum 60-foot swath at an altitude of 30-100 feet. Liquid larvicide insecticides to be applied include VectoBac 12AS, Teknar SC, Natular 2EC, or Altosid Concentrate typically applied "neat" or at final dilution application rate of up to thirty-two (32) ounces per acre.

Additionally, Trumpet EC (Naled) or synthetic pyrethroids may also be used for adulticiding via rotary atomizing nozzles at up to 1.8 ounces/acre.

DNREC - Mosquito Control will allow the selected vendor(s) time to perform maintenance as required to their equipment. The vendor shall realize that it is required to maintain equipment on a regular basis, completing routine maintenance to protect the public safety, and such maintenance shall adhere to all FAA, Delaware, and other governing standards for safe operation. Further, the agency states the selected vendor(s) will NOT be required to perform the duties/operations outlined in the contract from December 1st through February 20th annually. This 'waiver' of responsibility to the contractual terms will allow the vendor to complete major overhauls or maintenance as required. If the agency seeks to employ operations with the vendor(s), the agency shall establish a mutual understanding with the selected vendor for the December to February operations. Any other agency that seeks to utilize the underlying contract shall be required to adhere to the same operational calendar as specified above.

## **E. Pilot Specifications**

The Contractor shall furnish qualified and experienced pilots who have been engaged for at least 300 flying hours in mosquito control spraying or comparable work, such as forest insect control or agricultural spraying. Preference will be given to vendors with pilots having the most hours conducting actual mosquito control work. **Pilots must be proficient at using a GPS flight guidance system - uploading/downloading spray data, creating spray blocks, navigating, and troubleshooting.** Pilots shall possess (at time of proposal submission) a valid State of Delaware, Department of Agriculture (DDA), Pesticide Applicator Certification in at least the Mosquito Control (5C) category, with additional preference given to those contractors also with the Aquatic (5A) category. Moreover, the Agency may require the Contractor to replace any pilot whose work is found unsatisfactory and/or whose conduct and actions are detrimental to the Agency, regardless of experience or other qualifications.

**IMPORTANT NOTE: PILOTS MUST CERTIFY THAT THEY HAVE FLOWN 300 HOURS MINIMUM CONDUCTING MOSQUITO CONTROL, FOREST INSECT CONTROL, OR AGRICULTURAL SPRAYING. PILOT CERTIFICATIONS AND/OR LOG BOOKS WITH NOTARIZED STATEMENTS MUST BE SUBMITTED WITH THE PROPOSAL. FAILURE TO PROVIDE THIS DOCUMENTATION WILL BE A CAUSE FOR REJECTION.**



## **F. Support Equipment and Personnel**

The Contractor is to provide all necessary helicopter support equipment and personnel associated with helicopter operations covered under the awarded contract. Necessary helicopter support equipment shall include that needed for helicopter fueling, maintenance/ repair, and loading/mixing of water and pesticides, including fuel and mix trucks that can be utilized to enable operations/applications from various staging, landing, or loading sites throughout the state. The contractor must be able to load each aircraft in fast, expeditious, safe manner, as stipulated and/or approved by the Mosquito Control Section.

Additionally, the Contractor shall have the necessary helicopter support equipment available at any Contractor central Delaware base of operations or at a required local airport access facility when furnished helicopters are present at said locations, from the date of receipt of State of Delaware Purchase Order through the end of any given contract period.

## **G. Material Specifications**

Insecticides will be furnished by the Agency and delivered into the tanks of the helicopter when utilizing remote landing sites, without expense to the Contractor. The Contractor may be required to mix and load insecticides when leaving from their central base of operations or one of the local Delaware airport facilities after being provided with the insecticide and instructions on the amount to be loaded by Mosquito Control Section staff.

## **H. GPS Navigation Requirement**

The required helicopters shall be equipped with a Global Positioning System (GPS) flight guidance system (Ag-Nav II or approved equivalent). The GPS navigational units should possess flight planning capabilities as well as provide swath and directional guidance to ensure precise aerial insecticide applications. The GPS flight guidance system shall be capable of data logging both flight and pesticide application information. The GPS 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 use the most recent and updated version of available hardware/software to guide and track all flight/spray data. At the end of each spraying event, the Contractor shall provide the Mosquito Control Section with the memory drives, memory cards, and printouts or other readouts showing the information logged by the GPS flight guidance system during any and all aerial spray applications. Two (2), fully functional, permanently installed and/or transferrable GPS navigational system units must be available allowing any combination of two (2) helicopters to conduct simultaneous spray missions.

## **I. Electronic Transfer of Data**

The successful bidder must have the capability to electronically receive, download, transfer, and exchange all pre and post Ag-Nav (or approved equivalent) spray-related data. The contractor shall identify in their proposal who on their staff would be the contact person for receiving such data. NOTE: This person needs to be available at the sometimes odd or late hours that Mosquito Control staff is often forced to prepare such data. This identified person must be able to competently receive this information electronically (often as an email attachment) such that they could then download the attachment to their computer and upload it to a flash drive or otherwise have it ready to give to the pilot flying the mission. After a spray mission is completed, the contractor also needs to have the capability to download and electronically send all post-spray data to Mosquito Control staff.

## **J. Adulticiding Capabilities**

Both helicopters shall be equipped with rotary atomizing nozzles (Micronaire AU 5000 or approved equivalent for helicopters applying at average flight speeds of greater than 90 mph, or Micronaire AU 6539 or approved equivalent electric atomizers for helicopters applying at average flight speeds of less than 90 mph) so that each aircraft is capable of delivering aerial adulticide services.

Each helicopter must have a payload capacity of at least 30 gallons of Dibrom Concentrate or Trumpet EC. All pumps and tubing must be compatible with the physical properties typical of naled formulations. Synthetic pyrethroids may also be aerially applied. All loading of the helicopter must be done through a closed-loop system. Droplet calibrations must demonstrate compliance with all EPA chemical label requirements.

Although not a requirement of this contract, vendors with spray offset technology (e.g. Flightmaster, Wingman, or equivalent) as it pertains to aerial adulticiding via rotary atomizing nozzles should indicate if they have this capability, which depending upon circumstances, can be advantageous to have and use. And if a vendor has or uses such technology, they should also indicate if they prefer to use such in fully automated mode in combination with real-time weather information detected by something like an AIMMS-20 probe, or if they might employ such technology in a preset, offset manual mode (based upon past experience) while also considering current wind direction, with either approach acceptable. While the Mosquito Control Section does not require this technology at this time, it should be noted that we could if conditions or EPA regulation were to suddenly require such. It is understood by the State that adequate time would have to be allowed for any such vendor to comply with a new requirement of this magnitude. Such timeline for compliance would be agreed upon by both parties.

Aerial adulticide spraying will not require the capability to also do this at night or in-the-dark, but vendors who might be able to safely and effectively offer this capability should submit information about what type of special equipment they would employ when performing night-time spraying, what type of special procedures or precautions they would utilize and any increased costs for doing so. Vendors should also elaborate upon whatever night-time spraying experience and expertise they have. Being able to safely spray at night can have several benefits: 1) a longer "spray window" to effectively target peak mosquito activity periods, to cover larger areas in a single night, and to utilize the most appropriate meteorological conditions; 2) to enable timing the spraying in certain heavily populated areas such that human exposure to the sprays is minimized; and 3) avoidance of many important non-target organisms such as daylight active pollinators (e.g. domestic or wild bee populations, butterflies, and other diurnal flying insects).

While the timing relative to extent of twilight or darkness for conducting aerial adulticiding will ultimately be up to the spray pilot to determine in terms of flying safety considerations and aviation rules, for better adult mosquito control efficacies it's desirable that spraying can occur up until 30 minutes after civil sunset, and commence as early as 30 minutes before civil sunrise with such time considerations when spraying during twilight period times also allowing enough time for safe return to or departure from an aircraft's base of operations.

## **K. Performance Bond Requirement**

Vendors awarded contracts are required to furnish a 100% Performance Bond, in accordance with [29 Del. C. §6927](#), to the State of Delaware for the benefit of the Department of Natural Resources and Environmental Control - Mosquito Control Section with surety in the amount of 100% of the specific award. 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 of Natural Resources and Environmental Control bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in the Department of Natural Resources and Environmental Control - Mosquito Control Section bond form.

#### **L. 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 19899-8750 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. Proof of license, if available, may also be included with the proposal.

#### **M. Business References**

In order to have your proposal 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 (Attachment 5).

#### **N. Billing**

The successful vendor is required to bill the Department of Natural Resources and Environmental Control, Mosquito Control Section, 89 Kings Highway, Dover, DE 19901. Such billing shall be submitted at least once a month and reflect unpaid, billable hours flown or acreage sprayed within the previous month or since the last bill submission. Any and all spray charges incurred during a previous month need to be submitted by no later than 15 calendar days into the following month. Spray bills should be submitted to Mosquito Control's Dover office in paper copy via U.S. Mail.

#### **O. Basis of Payment**

The determination for all payments shall be made by the Agency and shall be final and binding on both parties. The Agency 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 Agency personnel, unfavorable weather conditions that arise during application flights. Additionally, no charges shall be imposed for cancellation of any flights.

**CALIBRATION** - There will be no charge to the State for the first 10 hours of any helicopter calibration work that is done during an individual calendar year contract period. For any hours of calibration work beyond 10 hours in a year for helicopter calibrations, the State will pay the contractor a rate of \$500 per hour for such work.

The Contractor will be paid a unit price per hour for the actual flight time for spraying and surveillance associated with mosquito control operations.

The Contractor cannot charge time in the following instances:

- Ferry time prior to entering Delaware or after leaving Delaware (if located out-of-state).

## **P. NPDES Permits for Applying Aquatic Pesticides**

A federal court decision from January 2009 has necessitated that the application of aquatic pesticides to waters of the U.S., including application of mosquito control larvicides and adulticides, will have to be done under auspices of and in compliance with **Clean Water Act (CWA) National Pollution Discharge Elimination System (NPDES)** general permits. Such NPDES permits in Delaware are issued and enforced by the NPDES Program within the **Division of Water (DW)** in the Delaware Department of Natural Resources and Environmental Control (DNREC). DNREC's state-level **Pesticide General Permit (PGP)** for aquatic pesticide use went into effect on September 1, 2012 for a 5-year period. DNREC/DW will renew this state-level PGP for another 5-year period sometime during the winter of 2018.

For most spray activities associated with this RFP, the Mosquito Control Section will be primary party responsible for providing permit-required **Notice of Intent (NOI)** to DNREC/DW to work under the DW's general NPDES permit for aquatic pesticide use (PGP), and the Mosquito Control Section will also be the entity primarily responsible for fulfilling most other compliance requirements associated with this general permit. However, there will still be some types of permit compliance requirements or needs that the aerial spray Contractor will be responsible to fulfill or abide by, either in full or in part. In all cases, the aerial spray Contractor will have to comply with or abide by all requirements and conditions of the general NPDES permit (PGP), whether working directly under the Mosquito Control Section's auspices for requirements and conditions that in the Section complying with, will then also simultaneously fulfill many of the aerial spray Contractor's permit obligations at no additional expense to the Contractor; or for some permit requirements or conditions, the Contractor might have to meet such independent or separate from what the Section has to do and at the Contractor's expense.

In some instances or situations yet to be determined by DNREC/DW, it might be necessary that in addition to the Mosquito Control Section filing an NOI, the aerial spray Contractor might also have to independently or separately file a NOI, including preparing and submitting all NOI-associated paperwork to DNREC/DW, and paying whatever fee might be required by DNREC/DW. If such NOI filing might be required of the aerial spray Contractor by DNREC/DW, this will probably only have to be done once a year or less (perhaps only once every 5 years), and will probably also be done in a manner that upon approval by DNREC/DW will have statewide applicability when working under the general permit (PGP).

There might also be need for the aerial spray Contractor to work with the Mosquito Control Section and provide to the Section at the Contractor's expense certain deliverables for the Section to then make available to DNREC/DW, or to maintain within the Section's files. Examples of such deliverables coming from the aerial spray Contractor at the Contractor's expense that might have to be provided to the Mosquito Control Section (upon request by or from the appropriate Section), all to be produced and delivered in timely and complete manner, include but are not limited to the listing below. These are deliverables that might (and probably will) be mandated by DNREC/DW's general NPDES permit (PGP) for somebody to have to prepare and submit. The Mosquito Control Section believes and has determined that the aerial spray Contractor will be in the best position to most knowledgeably or authoritatively provide the following, if or when needed:

### **1. Portions of the Pesticide Discharge Management Plan (PDMP), as required by the PGP:**

- a)** Written description of Spill Prevention Procedures to guard against spills or leaks when storing, handling, mixing/loading, or applying mosquitocides used by the aerial spray Contractor.

- b) Written description of Spill Response Procedures whenever spills or leaks might occur associated with storing, handling, mixing/loading, or applying mosquitocides used by the aerial spray Contractor. This should include descriptions of how spills, leaks and other releases will expeditiously be stopped, contained, or cleaned up. Should also include description of how aerial spray Contractor's employees have been trained to deal with such emergency situations.
- c) Written description of Pesticide Application Equipment Maintenance and Calibration Procedures, including schedules of spray equipment maintenance, cleaning or repair to ensure proper operating conditions when applying mosquitocides used by the aerial spray Contractor; and schedules for calibration procedures for determining or ensuring proper or required spray rates, spray droplet sizes, swath widths, etc. when applying mosquitocides used by the aerial spray Contractor. The latter section dealing with spray calibration schedules and procedures will also in large measure be a responsibility of the Mosquito Control Section, but any overlap or redundancy in producing and adhering to such schedules and procedures can be helpful.
- d) Written description for Adverse Incident Response Procedures, for how an aerial spray Contractor will respond in the field to an adverse incident observation or report; and to then report to the Mosquito Control Section and DNREC/DW in timely manner any significantly adverse incidents associated with storing, handling, mixing/loading, or applying mosquitocides used by the aerial spray Contractor. Such incidents could involve significantly adverse effects or impacts to the applicator or the applicator's staff, to the public, to non-target organisms, or to the environment.
- e) An aerial spray Contractor might also have to take on at the Contractor's expense some Pesticide Monitoring roles or tasks that will be described in writing by the Mosquito Control Section, as part of the Section's Pesticide Monitoring Schedule and Procedures. It is anticipated that most such roles for an aerial spray Contractor will be confined only to some casual, visual monitoring of possible adverse environmental impacts associated with a spray application; and due to the nature of aerially spraying by aircraft, the capability for even this type of visual monitoring in any type of meaningful manner will be quite limited.

## **2. Recordkeeping and Reporting:**

- a) Maintain accurate records for any aerial spray event to include but not be limited to: type and formulation of mosquitocide product used (including EPA product registration number), rate of use, date and time of use, location of use, size of area treated, type of aircraft used and operator, aircraft altitude above ground level, airspeed during applications, etc. It is realized that most aerial spray Contractors already routinely record and keep such types of data, often in meticulous detail, especially given today's GPS/GIS technology.
- b) In many cases for much of such mosquitocide application data, this will duplicate what the Mosquito Control Section will also independently compile and maintain, but such redundancy is a good thing for many reasons.
- c) Upon request from the Mosquito Control Section, the aerial spray Contractor will make such spray application data available.

## **Q. 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 RFP. Subcontractors, if any, shall be clearly identified in the financial proposal.

The chosen vendor (Contractor) will be required to respond with a helicopter ready to work or spray by no later than twenty-four (24) hours of receiving a request to treat from the Mosquito Control Section, but is not required to respond before then. However, preference will be given to a contractor that can respond in less than 24 hours.

The actual spray event will take place:

1. Once it is determined by the Mosquito Control Section to implement such an event;
2. The Contractor has been contacted about the spray request; and
3. After Mosquito Control personnel have delivered the pertinent AG-NAV (or equivalent) polygon treatment block files and the appropriate product(s) [if needed for the latter].

Failure to satisfactorily respond within 24 hours of receiving a spray request from Mosquito Control can be cause for contract rejection by the Agency. The Agency 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.