



STATE OF DELAWARE

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

Invitation to Bid

Contract No. NAT11789-AIRPLANE

February 11, 2011

- Deadline to Respond -

February 25, 2011

1:00 PM EST

CONTRACT NO. NAT11789-AIRPLANE

ALL BIDDERS:

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

INVITATION TO BID - CONTRACT NO. NAT11789-AIRPLANE

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

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by **Friday, February 25, 2011 at 1:00 PM EST**.

Bids shall be submitted to:

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

Bidders are encouraged to submit questions in writing up until 4:00 PM on Friday, February 18, 2011 to Thomas Moran at DNREC - Mosquito Control Section, 2430 Old County Road, Newark, DE 19702 or via email to Thomas.Moran@state.de.us. Answers to any question(s) posed will be posted as an addendum on the State's Bid Solicitation Directory (<http://bids.delaware.gov>). Vendors are encouraged to check this site throughout the process of preparing their bids.

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

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

DEFINITIONS
AND
GENERAL PROVISIONS

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

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

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

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

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

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

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

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

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

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

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

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

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

3. **INTERPRETATION OF ESTIMATES:**

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

4. **SILENCE OF SPECIFICATIONS:**

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

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

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

6. **PRICES QUOTED:**

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

7. **DISCOUNT:**

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

8. **SAMPLES OR BROCHURES:**

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

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

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

10. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. Each bid shall have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the bidder's ability to provide the products/services specified in the Invitation to Bid. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Mosquito Control Section.
- c. Two (2) copies of the Bid shall be submitted in a sealed package clearly marked with the name of the bidder. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a bidder's signature. The remaining one (1) copy does not require original signatures. However, they shall be identical to the "Master Copy", including other required documents.
- d. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

11. **DELIVERY OF PROPOSALS:**

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

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

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

12. **WITHDRAWAL OF PROPOSALS:**

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

13. **PUBLIC OPENING OF PROPOSALS:**

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

14. **PUBLIC INSPECTION OF PROPOSALS:**

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

15. **DISQUALIFICATION OF BIDDERS:**

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

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

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

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

3. **CONTRACT AWARD:**

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

4. **EXECUTION OF CONTRACT:**

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

5. **REQUIREMENT OF CONTRACT BOND:**

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

6. **WARRANTY:**

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

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

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

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

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

9. **INFORMATION REQUIREMENT:**

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

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract upon mutual agreement of terms by both parties.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

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

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

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

2. **LAWS TO BE OBSERVED:**

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

3. **PERMITS AND LICENSES:**

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

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

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

5. **EMERGENCY TERMINATION OF CONTRACT:**

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

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

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

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

8. **BID EVALUATION AND AWARD:**

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

9. **INVOICING:**

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

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

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

Revised 7/1/2009

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

CONTRACT NO. NAT11789-AIRPLANE

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Airplane Spraying requirements for the Department of Natural Resources and Environmental Control - Mosquito Control Section. These applications will consist of mosquito control insecticides as granules or in a solution of oil, solvent, or water.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for an eight and one-half (8.5) month period from **March 15, 2011 through November 30, 2011**. Each contract may be renewed for an additional year through mutual agreement between the Contractor and Department of Natural Resources and Environmental Control - Mosquito Control Section. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. **PRICES:**

Prices shall remain firm for the term of the contract.

4. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, the Department of Natural Resources and Environmental Control - Mosquito Control Section shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

5. **QUANTITIES:**

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

6. **FUNDING OUT:**

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

7. **BID BOND REQUIREMENT:**

Bid Bond Waived.

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

SPECIAL PROVISIONS (Continued)

8. **PERFORMANCE BOND REQUIREMENT:**

Vendors 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 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 - Mosquito Control Section 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.

9. **MANDATORY INSURANCE REQUIREMENTS:**

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

A. Comprehensive General Liability combined coverage for:

1. Bodily Injury Liability – One million dollars (\$1,000,000) per occurrence, except five-hundred thousand dollars (\$500,000) per individual passenger for bodily injury incurred when performing aerial spraying.

And

2. Property Damage Liability - One million dollars (\$1,000,000) per occurrence, except five-hundred thousand dollars (\$500,000) for chemical property damage.

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

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

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

SPECIAL PROVISIONS (Continued)

9. **MANDATORY INSURANCE REQUIREMENTS (Continued):**

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

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

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

**Administrator, Mosquito Control Section
Contract No. NAT11789-AIRPLANE
State of Delaware
2430 Old County Road, Newark, DE 19702**

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

10. **BID EVALUATION AND AWARD:**

The Mosquito Control Section shall award this contract to the lowest responsible and responsive bidder who best meets the terms and conditions of the ITB. This award will be made **on basis of lowest Overall Total Price for fixed-wing aircraft to perform the 3 types of mosquitocide applications described below, involving both larvicide and adulticide applications.** A bidder should determine the total price for each of the following 3 types of mosquitocide use, using the representative annual acreage amounts associated with each, and then sum each total price to yield the **Overall Total Price:**

- a. 25,000 acres larvicided at 1 quart/acre using concentrated or diluted liquid larvicide.
Cost per acre = \$ _____; total price for 25,000 acres = \$ _____.
- b. 1,000 acres larvicided at 5 pounds/acre using granular larvicide.
Cost per acre = \$ _____; total price for 1,000 acres = \$ _____.
- c. 50,000 acres adulticided at 0.5-4.0 ounces/acre using concentrated or diluted liquid adulticide applied at 300-foot swaths.
Cost per acre = \$ _____; total price for 50,000 acres = \$ _____.

OVERALL TOTAL PRICE: sum of prices for items a, b, and c above = \$ _____.

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

SPECIAL PROVISIONS (Continued)

10. **BID EVALUATION AND AWARD (Continued):**

There is no commitment by the Mosquito Control Section in terms of exceeding or not exceeding, or otherwise attaining, the annual acreage amounts listed above, whereby the annual acreage amounts are provided only for guidance purposes in determining the bid price. The intention is to award the fixed-wing aircraft contract to only one (1) vendor based upon lowest overall total price as described above. However, the Mosquito Control Section reserves the right to reject any or all bids in whole or part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

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

Prior to receiving an award, the successful vendor, and/or its subcontractor(s), shall either furnish the Department of Natural Resources and Environmental Control - Mosquito Control Section with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

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

12. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

13. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

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

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

SPECIAL PROVISIONS (Continued)

14. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

15. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. **CONTRACTOR NON-ENTITLEMENT:**

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

17. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. The Department of Natural Resources and Environmental Control - Mosquito Control Section shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Department of Natural Resources and Environmental Control - Mosquito Control Section must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

18. **BUSINESS REFERENCES:**

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

19. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The Contractor or Vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs, or conditions.

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

SPECIAL PROVISIONS (Continued)

20. **BILLING:**

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

21. **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 other unfavorable conditions that arise during application flights.

The contractor will be paid a unit price per acre for the actual acreage sprayed. The unit prices per acre shall be submitted for all items listed in the Bid Quotation Form. The acreage for which payment will be made shall be computed by the Department from spray area maps furnished by the Department or from volume of liquid or weight of granular insecticides applied at calibrated application rates determined by the Department.

There will be no charge/payment for equipment tests or calibrations performed by the contractor either independently or as reasonably directed by the Agency. No charges will be imposed for cancellation of any flights other than for acreage effectively treated as determined by the Agency.

22. **BID/CONTRACT EXECUTION:**

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

23. **CONTRACTOR RESPONSIBILITY:**

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

The chosen vendor (Contractor) will be required to respond with a fixed-wing aircraft 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 whenever the need arises, it would be appreciated if the time to respond could be less than 24 hours.

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

SPECIAL PROVISIONS (Continued)

23. **CONTRACTOR RESPONSIBILITY (Continued):**

The actual spray event will take place:

- a. Once it is determined by the Mosquito Control Section to implement such an event;
- b. The Contractor has been contacted about the spray request; and
- c. After Mosquito Control personnel have delivered the pertinent AGNAV 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.

24. **PERSONNEL:**

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

25. **SUBCONTRACTS:**

Subcontracting is permitted under this Invitation to Bid and contract. However, every subcontractor shall be identified in the bid proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State. Any vendor subcontractor must meet the terms laid out in this ITB including the insurance requirements (#11 of Special Provisions) and business licenses.

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

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

SPECIAL PROVISIONS (Continued)

26. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax, or State procurement (credit) card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

27. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Secretary of the Department of Natural Resources and Environmental Control of the State of Delaware.

28. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

29. **TERMINATION FOR CAUSE:**

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

30. **PENALTY CLAUSE:**

If the Contractor, due to his own reasons or fault, shall neglect, fail, or refuse to provide the services specified herein, within the hours requested, then the Contractor shall forfeit to or pay the Agency as liquidated damages for breach of contract, the sum of one (1) percent of the total bid price for each incident.

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

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

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

SPECIAL PROVISIONS (Continued)

32. **NPDES PERMITS FOR APPLYING AQUATIC PESTICIDES:**

A federal court decision from January 2009 may make it necessary that by April 9, 2011, or sometime thereafter, the application of aquatic pesticides to waters of the U.S., including the application of mosquito control larvicides and adulticides, will have to be done under auspices of and in compliance with the **Clean Water Act (CWA) National Pollution Discharge Elimination System (NPDES)** general permits. Such NPDES permits in Delaware will be issued and enforced by the NPDES Program within the Division of Water (DW) in the Delaware Department of Natural Resources and Environmental Control (DNREC).

For most spray activities associated with this ITB, 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, 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, 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.

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 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 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:

- A. **Selected portions of the Pesticide Discharge Management Plan (PDMP):**
 - 1. 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.

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

SPECIAL PROVISIONS (Continued)

32. NPDES PERMITS FOR APPLYING AQUATIC PESTICIDES (Continued):

2. 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.
3. 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 an aerial spray Contractor's employees have been trained to deal with such emergency situations.
4. 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 only be helpful.
5. 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.
6. 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.

B. Recordkeeping and Reporting:

1. 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 and 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.
2. 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.
3. Upon request from the Mosquito Control Section, the aerial spray Contractor will make such spray application data available to the Section.

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

CONTRACT NO. NAT11789-AIRPLANE

TECHNICAL SPECIFICATIONS

1. **STATEMENT OF WORK:**

During the contract period, the total anticipated acreage for adulticide and larvicide applications can amount up to a maximum 130,000 and 35,000 treated acres, respectively. Mosquito control aerial applications are achieved through a select combination of various product applications at rates and formulations listed in the attached Bid Price Quotation Form. Individual acreage for adulticide applications usually averages about 2,750 acres per treatment. Many adulticide applications in Kent and Sussex counties can exceed 3,840 acres per treatment. Individual acreage for larvicide applications usually averages about 1,000 acres per treatment.

Applications must be conducted 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 within at least 24 hours (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. In general, early morning and evening will be preferred for spraying, as conditions are usually more favorable during these hours.

The Contractor shall provide the required airplanes and qualified pilots, as described in the Technical Specifications, which upon notice given by the Agency should be able to take to air, weather permitting, within 24 hours from one of the approved local airport access facilities or from any contractor's central Delaware base of operations. Airplanes should be operationally capable to perform timely aerial application of insecticides as directed by the Agency and as specified in the final contract award.

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.

History shows that it is advantageous for the Contractor to establish a central Delaware base of operations. If established, the base shall be located within 20 statute miles of the Mosquito Control Section's facility in Milford, Delaware. The contractor's stated central Delaware base of operations should have full operational capabilities, to include all necessary airplane support equipment and personnel as described herein to enable airplane fueling, aircraft maintenance/repair, and loading/mixing of water and insecticides from the date of receipt of a State of a Delaware Purchase Order through November 30, 2011.

If a central Delaware base of operations cannot be established, then the contractor shall set up at one or more local airport access facilities (listed immediately below) a temporary, fully operational aerial application capability. This will include all necessary airplane support personnel and equipment as described herein required to enable airplane fueling, aircraft maintenance/repair, and loading/mixing of water and insecticides from the date of receipt of State of Delaware Purchase Order through November 30, 2011.

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

TECHNICAL SPECIFICATIONS (Continued)

1. **STATEMENT OF WORK (Continued):**

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

- a. Greater Wilmington Airport
- b. Chandelle Estates Airport near Dover
- c. Georgetown Airport
- d. Summit Airport near Middletown
- e. Delaware Air Park, Cheswold

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

2. **EQUIPMENT SPECIFICATIONS:**

A. **GENERAL:**

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

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

TECHNICAL SPECIFICATIONS (Continued)

2. **EQUIPMENT SPECIFICATIONS (Continued):**

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

B. **AIRCRAFT SPECIFICATIONS:**

1. The Department **will not approve or accept** the following:
 - a. **Single-engine** aircraft for **adulticide** applications
 - b. **DC-3 aircraft** for **adulticide or larvicide** applications
2. **Multi-Engine Aircraft and Application Equipment Specifications:** The Contractor shall be required to furnish **at least one (1) multi-engine aircraft for application of adulticides** which will meet FAA specifications for spraying over congested areas. Multi-engine aircraft shall be equipped with hydraulically or electrically driven Ultra-Low Volume (ULV) insecticide delivery systems with adjustable nozzles and tips.

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

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

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

TECHNICAL SPECIFICATIONS (Continued)

2. **EQUIPMENT SPECIFICATIONS (Continued):**

Please be advised that any multi-engine aircraft used for adulticide applications may be required by DNREC to be equipped with Micronair AU 5000 (or approved equal) rotary atomizing nozzles, if DNREC or a U.S. Environmental Protection Agency mandate requires a preponderance of smaller sized spray droplets less than 70 microns in diameter. The aircraft may also be required to be equipped with a spray management system that integrates real-time, on board meteorology and flow control (such as the WINGMAN GX, Flight Master, etc.) to help facilitate precise dispersal of small size adulticide droplets. The Contractor would be given reasonable time (as defined by DNREC) to accommodate such a change. This will enable continued adulticiding operations for adulticides utilized by the Department requiring a targeted spray droplet size dispersal spectrum similar to that produced by such nozzles and the accompanying spray management system.

3. **Larvicide Aircraft and Application Equipment Specifications:** The Contractor shall be required to provide **at least two Thrush Aero Commander, Agcat, or approved equal single-engine aircraft for granular and liquid larvicide applications** (a multi-engine aircraft can be substituted in place of one single-engine aircraft as discussed above). These aircraft shall have a minimum of 1,000 lbs. hopper capacity for applying material weighing between 20 to 30 lbs. per cubic foot. It shall be equipped with a "Transland" spreader attachment, or equal as approved by the Department, capable of dispersing 2-15 lbs. of granular larvicide per acre. Granular aerial applications shall be conducted with a uniform swath pattern for a minimum swath width of 60 feet, satisfactory to the Department, when applied from an approximate altitude range above ground of 50-75 feet.
4. **The Contractor shall have at least two (2) airplanes and qualified pilots**, of the total minimum number of three (3) required airplanes **available to concurrently perform larvicide or adulticide applications** as directed by the Department. They should upon notice given by the Department be able to take to air from one of the approved local airport access facilities or any contractor's central Delaware base of operations. They should also be operationally capable to start to perform insecticide applications as directed by the Department by at least twenty-four (24) hours after receiving a request to spray, weather permitting, with a strong preference for being able to commence spraying in less than 24 hours after receiving an initial request to spray. Subsequent to mobilization, under the Mosquito Control Section specified response time, all airplanes shall remain available at one of the approved local airport access facilities or any contractor's central Delaware base of operations. These airplanes shall be available at or be deliverable to one of the approved local airport access facilities or any contractor's central Delaware base of operations at all times between the date of receipt of a State of Delaware Purchase Order and November 30, 2011. Failure to meet the above requirements will be sufficient grounds for forfeiture of the Contractor's contract bond.

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

TECHNICAL SPECIFICATIONS (Continued)

2. **EQUIPMENT SPECIFICATIONS (Continued):**

5. The Department shall determine the number of airplanes required under any pest or public health emergency. No additional compensation beyond the regular contract price will be made for such emergency work.

C. **SUPPORT EQUIPMENT AND PERSONNEL:**

The Contractor shall provide all necessary support equipment and personnel associated with airplane operations covered under the awarded contract. Necessary airplane support equipment shall include that needed for airplane fueling, maintenance/repair, and loading/mixing of water and insecticides, including fuel and mix trucks that can be utilized to enable operations/applications from various airport access facilities throughout the state

The Contractor shall have the necessary airplane support equipment available at any Contractor central Delaware base of operations or at a required local airport access facility when furnished airplanes are present at said locations from the date of receipt of State of Delaware Purchase Order through November 30, 2011.

3. **PILOTS' SPECIFICATIONS:**

The Contractor shall furnish qualified and experienced pilots who have been engaged for at least two (2) years and at least 500 flying hours in mosquito control spraying or comparable work, such as forest insect control or agricultural spraying. **Pilots must be proficient at using a Differential Global Positioning System (DGPS) navigational system - uploading/downloading spray data, creating spray blocks, navigating, and troubleshooting.** Pilots shall possess a valid State of Delaware, Department of Agriculture, Pesticide Applicator Certificate in the Mosquito Control (5C) 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 AT LEAST TWO (2) YEARS AND 500 HOURS MINIMUM. PILOT CERTIFICATIONS AND/OR LOG BOOKS WITH NOTARIZED STATEMENTS MUST BE SUBMITTED WITH THE BID PROPOSAL. FAILURE TO PROVIDE THIS DOCUMENTATION WILL BE A CAUSE FOR REJECTION.

CONTRACT NO. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

TECHNICAL SPECIFICATIONS (Continued)

4. **MATERIAL SPECIFICATIONS:**

Insecticides will be furnished by the Agency without expense to the Contractor. Insecticide liquids to be applied, as applicable and directed by the Agency for each individual product, "neat" or diluted in a solution of oil, water, or solvent may typically include Altosid, Abate, Spinosad, or Bti larvicides applied at two quarts or less concentrate or diluted per acre and Trumpet EC, Dibrom Concentrate, Anvil 10 + 10, Permanone, Zenivex, or Scourge adulticides applied at 0.5 to 4 ounces concentrate or diluted per acre. Insecticides to be applied in granular or pellet larvicide formulations may typically include Abate applied at 2 to 5 lbs. per acre and Bti applied at 4 to 15 lbs. per acre.

5. **DGPS NAVIGATION REQUIREMENT:**

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

BID QUOTATION REPLY SECTION

CONTRACT NO. NAT11789-AIRPLANE

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

Complete and sign the attached forms and return with your bid in a clearly marked envelope displaying the contract number to the State of Delaware, Mosquito Control Section, by Friday, February 25, 2011 at 1:00 PM EST at which time bids shall be opened.

Bidders are encouraged to submit questions in writing up until 4:00 PM on Friday, February 18, 2011 to Thomas Moran at DNREC - Mosquito Control Section, 2430 Old County Road, Newark, DE 19702 or via email to Thomas.Moran@state.de.us. Answers to any question(s) posed will be posted as an addendum on the State's Bid Solicitation Directory (<http://bids.delaware.gov>). Vendors are encouraged to check this site throughout the process of preparing their bids.

Bids shall be submitted to:

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

PUBLIC BID OPENINGS

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

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

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

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

NO BID REPLY FORM

BID # NAT11789-AIRPLANE

BID TITLE: Airplane Spraying for DNREC - Mosquito Control Section

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

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

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

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

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

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

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

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

- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

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

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

CONTRACT NO.: NAT11789-AIRPLANE
TITLE: Airplane Spraying for DNREC - Mosquito Control Section
OPENING DATE: February 11, 2011

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME _____ (Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

(Circle one) (Circle one) (Circle one)

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ If yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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

CONTRACT NO. NAT11789-AIRPLANE

BID QUOTATION REPLY SECTION

EXPERIENCE STATEMENT

CONTRACTOR: _____

Accompanying our bid on Contract No. NAT11789-AIRPLANE, we submit the following:

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

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

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

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

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

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

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

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

CONTRACT NO. NAT11789-AIRPLANE
AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

EXPERIENCE STATEMENT (Continued)

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

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

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

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. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

EQUIPMENT STATEMENT

CONTRACTOR: _____

Accompanying our bid on Contract No. NAT11789-AIRPLANE, we submit the following list of equipment now available for work that may be awarded:

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

Signed: _____

Contractor

By: _____

County of _____

State of _____

On this ____ day of _____, 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. NAT11789-AIRPLANE

AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

BID PRICE QUOTATION FORM

The undersigned bidder, having examined the contract documents, taken into account all aspects of the work, binds himself on award to him by the 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 airplanes, equipment, and pilot, and to do all work necessary to perform and complete the said contract at the following named unit prices:

ITEM NO.	APPROXIMATE AIR SPRAYING QUANTITY	UNIT PRICE	TOTAL PRICE
1.	8,000-10,000 ACRES USING 24 oz. PER ACRE CONCENTRATE OR DILUTED LIQUID LARVICIDE	\$ _____	
2.	25,000 ACRES WITH 1 QT. PER ACRE CONCENTRATE OR DILUTED LIQUID LARVICIDE	\$ _____	\$ _____
3.	5,000 ACRES WITH 5 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	\$ _____
4.	5,000 ACRES WITH 7.5 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	
5.	5,000 ACRES WITH 10 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	
6.	2,500 ACRES WITH 15 LBS. PER ACRE GRANULAR LARVICIDE	\$ _____	
7.	50,000 ACRES WITH 0.5-4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 300 FT. SWATHS	\$ _____	\$ _____
8.	50,000 ACRES WITH 0.5-4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 600 FT. SWATHS	\$ _____	
9.	50,000 ACRES WITH 0.5-4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT LEAST 1000 FT. SWATHS (using rotary atomizing nozzles)	\$ _____	
		TOTAL BID PROPOSAL PRICE	\$ _____

IMPORTANT NOTES:

PERFORMANCE BOND WILL BE BASED ON THE TOTAL BID PRICE FOR ITEMS 2, 3, and 7 LISTED IN BID QUOTATION FORM ABOVE.

CONTRACT NO. NAT11789-AIRPLANE
AIRPLANE SPRAYING FOR DNREC - MOSQUITO CONTROL SECTION

Required Documents Checklist

Bids should contain the following information:

1. Two copies of the completed bid response paperwork including the Experience Statement, Equipment Statement, and Bid Price Quotation Form.
 - a. Must be written in ink or typewritten.
 - b. A paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring a bidder's signature.
 - c. The remaining copy does not require original signatures, but shall be identical to the "Master Copy", including other required documents.
2. One complete, original, **signed and notarized copy** of the non-collusion agreement.
3. Three business references, including name, address, telephone number, email address, and contact person on **Attachment A - Business References**.
4. Proof of current Delaware Business License, **if available**.
5. One complete copy of the Office of Minority and Women Business Enterprise Certification Application, **if applicable**.

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

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

Attachment A – Business References

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

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

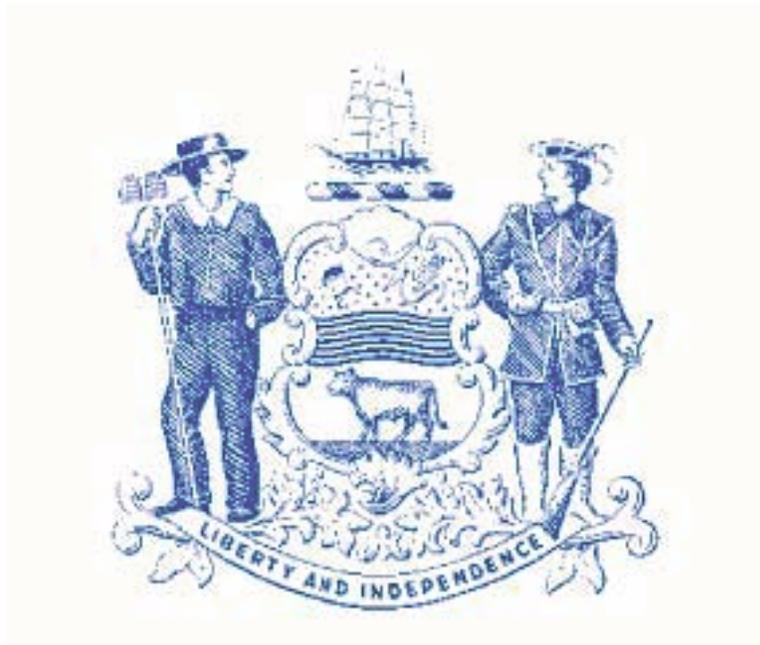
Contact Name:	
Contact Title:	
Business Name:	
Address:	
Phone # / Fax #:	
E-mail Address:	
Current Vendor (YES or NO):	
Years Associated:	

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



State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail, email, or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: deomwbe@state.de.us

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml> (entire application)