



DELAWARE DIVISION OF FISH AND WILDLIFE

INVITATION TO BID

WILDLIFE AREA TRAPPING PERMITS

CONTRACT NO. NAT-13-001_TRAPPERMIT

August 30, 2013

**Deadline to Respond -
November 1, 2013
10:00 a.m. EDT**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for TRAPPING PERMIT
The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. NAT-13-001_TRAPPERMIT

- A. INVITATION TO BID
- B. GENERAL PROVISIONS
- C. AWARD AND EXECUTION OF PERMIT
- D. DELAWARE DIVISION OF FISH AND WILDLIFE SPECIFICATION AND PERMIT REQUIREMENTS
- E. VENDOR BID SECTION
 - 1 – VENDOR BID FORM
 - 2 – NO BID REPLY FORM
 - 3 – NON-COLLUSION STATEMENT AND ACCEPTANCE
- EXHIBIT 1 –AERIAL MAPS OF UNITS AVAILABLE FOR BIDS
- EXHIBIT 2 – DESCRIPTION OF TRAPPING UNITS AVAILABLE FOR BID ALONG WITH MINIMUM BIDS
- EXHIBIT 3 –TRAPPING PERMIT
- EXHIBIT 4 – TRAPPING PERMIT BID OFFER

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 November 1, 2013, 10:00 A.M. EDT.**

Bids shall be submitted to:

Delaware Division of Fish and Wildlife
89 Kings Highway
Dover, DE 19901

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call Craig Rhoads at (302) 739-9912.

SECTION A

INVITATION TO BID

Sealed bids for **NAT-13-001_TRAPPERMIT** shall be received by the Delaware Division of Fish and Wildlife, 89 Kings Highway, Dover, DE 19901 until **November 1, 2013, 10:00 a.m. EDT** at which time bids will be opened, read and recorded in the Richardson & Robbins DNREC building at 89 Kings Highway, Dover, DE 19901.

The Delaware Division of Fish and Wildlife has reviewed the current and intended future use of all parcels and specifically determined that it is not “surplus real property” as defined by 29 *Del. C.* § 9402(d) and, therefore, that the Delaware Division of Fish and Wildlife has determined that the parcels are outside the jurisdiction of the Commission on State Surplus Property.

NOTE TO VENDORS: The **Non-Collusion Statement must be notarized and signed or the bid will automatically be rejected.**

If you do not intend to submit a bid, please return the “No Bid Reply Form.”

For further bidding information, please contact:

Craig Rhoads (302) 739-9912, Craig.Rhoads@state.de.us

Karen Kennedy, (302) 739-9912, Karen.Kennedy@state.de.us

SECTION B – GENERAL PROVISIONS

1. **BID FORMS:**

The Invitation to Bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as location of the trapping unit and shall have blank spaces for use by the vendor for entering information such as bid price and surety amount.

2. **DELIVERY OF BIDS:**

Bids shall be delivered in sealed envelopes marked sealed bid and shall bear on the outside the name and address of the bidder as well as the contract number (NAT-12-001_TRAPPERMIT). Bids forwarded by U.S. Mail shall be sent first class to the address listed below. Bids forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below.

State of Delaware
Delaware Division of Fish and Wildlife
Craig Rhoads
Program Manager
89 Kings Highway
Dover, DE 19901

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

3. **WITHDRAWAL OF BIDS:**

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

4. **PUBLIC OPENING OF BIDS:**

The bids shall be publicly opened at the time and place specified by Delaware Division of Fish and Wildlife. Bidders or their authorized representatives are invited to be present.

5. **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, Delaware Division of Fish and Wildlife, and all officers, agents and employees thereof against any claim or liability arising from or based upon their violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

6. **PERMITS AND LICENSES:**

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

7. **DOCUMENTS:**

Prospective bidders may use bid documents included in this document or obtain a Bid Packet from the Division of Fish and Wildlife. The Bid Packet contains instructions, maps (Exhibit 1), a table describing trapping units and minimum bids (Exhibit 2), a trapping permit (Exhibit 3) and a bid offer form (Exhibit 4).

8. **EXAMINATION:**

Each bidder should carefully examine the maps (Exhibit 1), table of area units and minimum bids (Exhibit 2), and trapping permit (Exhibit 3). Bidders are encouraged to visit the land subject to permitting to fully view existing conditions that may affect the performance of the bidder under the permit. The successful bidder, after executing a contract shall in no way be relieved of any obligation under the contract due to a failure to fully examine the contract or to visit the land subject to the contract.

9. **FORM OF BID:**

Bids shall be submitted on the Bid Offer Form, enclosed herein. Sign and print name as noted. A bidder shall make no stipulations or other qualifications on the bid form. Any such notations may subject a bid to rejection.

10. **SIGNING BIDS:**

If the bidder is an individual, the bid form shall be signed by the individual, under his/her name. If the bidder is a partnership, the bid form shall be signed by an authorized partner, under the name of the partnership. If the bidder is a corporation, the bid form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed.

11. **BID SECURITY:**

Each bid must be accompanied by a deposit for twenty five percent (25%) of the bid permit fee serving as bid security. For a successful bid, the bid security shall be applied to the permit fee. The remaining seventy five percent (75%) shall be due on or before December 1, 2012 for lands in New Castle County and December 15, 2012 for lands in Kent and Sussex Counties. For an unsuccessful bid, the bid security shall be returned to the bidder within seven (7) working days.

12. **BID SUBMITTAL:**

The bidder shall assume full responsibility for timely delivery of all submitted bids. Oral, email, fax or telephone bids are not allowed. Each bid shall be submitted in a sealed envelope marked Sealed Bid, labeled with the bidder's name and address and the contract number (NAT-12-001_TRAPPERMIT). Bids submitted by mail shall be enclosed in an outer envelope marked with Bid Enclosed and sent to:

State of Delaware
Delaware Division of Fish and Wildlife
Craig Rhoads
Program Manager
89 Kings Highway
Dover, DE 19901

13. **ACCEPTANCE OF BID:**

The Delaware Division of Fish and Wildlife reserves the right to waive technicalities, to reject any and all bids, to advertise for new bids, to proceed to deal with the land otherwise, or to abandon the execution of a trapping permit, if the best interest of the State will be promoted thereby. The Delaware Division of Fish and Wildlife shall award a trapping permit to the highest qualified bidder. The successful bidder shall be notified within seven (7) working days. Should identical bids be received for the same unit, the unit permit will be re-bid with bids due within 7 working days of notification.

14. **CONTACT INFORMATION:**

Craig Rhoads, (302) 739-9912, Craig.Rhoads@state.de.us
Karen Kennedy, (302) 739-9912, Karen.Kennedy@state.de.us

15. **EXCEPTIONS:**

There shall be no exceptions to the terms or conditions of trapping permits as specified in this Invitation To Bid.

16. **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, Delaware Division of Fish and Wildlife.

17. **DISQUALIFICATION OF BIDDERS:**

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

- a. More than one bid for the same Permit 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. Any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- e. Non-attendance of mandatory pre-bid meetings.
- f. Bidder having been convicted of a trapping or wildlife violation within five years of the date this contract is advertised.
- g. Bidder has failed to provide the Division of Fish and Wildlife records of animal harvest under previous permits.

SECTION C – AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the bids 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 bids, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Delaware Division of Fish and Wildlife or its agent, the best interest of the State will be promoted thereby.

2. AWARD OF CONTRACT:

The Delaware Division of Fish and Wildlife shall award a trapping permit contract to the highest qualified bidder. The successful bidder shall be notified within seven (7) working days.

3. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract within twenty days after date of official notice of the award of the Permit.
- b. If the successful bidder fails to execute the required contract as aforesaid, his bid guaranty shall immediately become forfeited as liquidated damages.

4. THE CONTRACT(S):

The Contract(s) with the successful bidder(s) will be executed with the Delaware Division of Fish and Wildlife.

SECTION D

SPECIFICATIONS AND PERMIT REQUIREMENTS
FOR TRAPPING LANDS WITH THE
DELAWARE DIVISION OF FISH AND WILDLIFE

The State of Delaware will permit fur trapping on a unit basis on the following State Wildlife Areas: Chesapeake and Delaware Canal (6 units), Augustine (4 units), Cedar Swamp (4 units), Woodland Beach (4 units), Little Creek (5 units), Ted Harvey (3 units), Milford Neck (4 units), Prime Hook (1 unit), Nanticoke (1 unit), Marshy Hope (1 unit), Assawoman (1 unit).

TERM OF PERMIT:

This Permit will be for the 2013-14 trapping season running from December 1- March 10 in New Castle County and December 15 – March 15 in Kent and Sussex Counties. Some unit permits will not cover the entire season due to conflicts with other activities on the unit. See Exhibit 2 for exceptions.

ACREAGE:

Maps of each unit are found in Exhibit 1. Units that are designated and offered for permit by the Division of Fish and Wildlife along with minimum bids are found in Exhibit 2.

LAND USAGE:

The land covered under this permit is to be used for fur trapping only and for no other purposes. Permit holder agrees that it will trap in accordance with the statutes and regulations of the State of Delaware. Failure to do so will be cause for immediate termination of the permit.

ASSIGNMENT OF PERMIT:

Permit holder may not assign his interest in this contract. Permit holder may have others trap under this permit if the Division is provided their full name, address, valid trapping license number and phone number.

SECURITY:

Permit holder covenants and agrees that he will in no way interfere with security measures that may be instituted on the trapping unit nor in any way interfere with the Division's ability to carry out its mission.

BINDING:

This agreement is binding upon the parties hereto, their heirs, successors, administrators and assignees.

CONDITIONS:

The Division of Fish and Wildlife will permit trapping rights on selected State Wildlife Areas subject to the following conditions:

1) The Division reserves the right to reject any or all bids. Bids not meeting the minimum fee for the unit will be rejected.

- 2) Trappers will supply all labor, materials and other necessities to trap.
- 3) Trappers may not set traps on roads or travel ways due to other recreational activities allowed on these lands.
- 4) Use of off-road vehicles (ATV's, dirt bikes) are prohibited. The Island Road at the Woodland Beach Wildlife Area will be closed to vehicular traffic.
- 5) A report of the number of muskrats and other animals taken from each unit must be made to the Division of Fish and Wildlife in writing by April 15, 2014. Failure to report all animals taken will result in forfeiture of future bidding rights for trapping. Harvest Information collected is considered confidential and will only be used for management purposes.
- 6) Trappers may only set traps to take muskrats, otter, beaver and raccoons.
- 7) All traps must be marked with identification as per Title 7 of the Delaware Code.
- 8) Trapping units are defined as those individual parcels of "marshland" designated to be open for trapping contracts by the Division as specified on wildlife area maps.
- 9) No steel traps larger than standard muskrat traps may be used during the waterfowl season.
- 10) No person under the age of 18 may enter into a contract with the Division without an adult co-signer.
- 11) Trappers are responsible for patrolling their own units. The Division does not insure against trespassing. If you suspect someone is trespassing on your unit. Please contact your local Fish and Wildlife Enforcement Agent.
- 12) In addition to muskrat trapping, raccoon, river otter and beaver trapping will be allowed on all permits. Trappers must follow all state statutes and regulations. Prior to submitting a bid, check with the appropriate Regional Fish and Wildlife Manager for any local restrictions regarding these animals. In Sussex County call 539-3160, Kent County 284-1077 and New Castle County 834-8433.
- 13) TRAPPER agrees to follow best management practices and to abide by all trapping statutes and regulations as found in Title 7 of the Delaware Code <http://delcode.delaware.gov/title7/index.shtml>.

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.

TERMINATION FOR CONVENIENCE:

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

TERMINATION FOR CAUSE:

Termination for cause shall be as described in paragraph 9 of the contract (Exhibit 3).

SECTION E

VENDOR BID SECTION

To be considered for this Permit, complete the following forms fully and completely and return to Delaware Division of Fish and Wildlife, 89 Kings Highway, Dover, DE 19901 by **November 1, 2013 @ 10:00 a.m. EDT** local time, at which time bids will be opened.

THE FOLLOWING ARE REQUIRED IN ORDER FOR YOUR BID TO BE CONSIDERED:

- 1. Non-Collusion Statement**
- 2. Vendor Bid Offer Form**

STATE OF DELAWARE
Delaware Division of Fish and Wildlife
89 Kings Highway
Dover, DE 19901

NO BID REPLY FORM

To assist us in obtaining feedback about our Invitations to Bid, we ask that each firm/individual that does not wish to bid, state their reason(s) below and return to the above address.

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 objection 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

CONTRACT NO: NAT-13-001 TRAPPERMIT
TITLE: TRAPPING PERMIT
OPENING DATE: November 1, 2013

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 State of Delaware.

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.

COMPANY NAME _____ (Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
 (Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

THIS PAGE MUST 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 _____

**EXHIBIT 1
TRAPPING UNIT MAPS**

Exhibit 1 includes aerial photo maps of all the trapping units open for bids on State Wildlife Areas.
Exhibit 1 is found as a separate document on <http://bids.delaware.gov>.

EXHIBIT 2

STATE WILDLIFE AREAS AVAILABLE FOR TRAPPING PERMITS:

AREAS	MINIMUM ACCEPTABLE BID
A. Chesapeake and Delaware Canal	
Unit 1. Reedy Point Area north of C&D Canal	\$25.00
2. Route 9 to Route 13 north of C&D Canal	50.00
3. Route 13 to Railroad Bridge north of C&D Canal	50.00
4. Railroad Bridge to Route 896 north of C&D Canal, excluding Lum's Pond State Park	25.00
5. Route 896 to Maryland line north of C&D Canal	CLOSED
5. Route 13 to Maryland line south of C&D Canal	25.00
6. Reedy Point to Route 13 south of C&D Canal	100.00
B. Augustine Wildlife Area	
Unit 1. South of Silver Run	50.00*
2. North of Silver Run to the McDonough Bay View Beach Road	50.00*
3. 2 units: North of St. Augustine Creek East of Route 9: Fishers Wharf Area	CLOSED
4. Port Penn to Old St. Georges Creek	CLOSED
5. St. Georges Creek to C&D Canal	50.00*
6. The Green tract	50.00*
C. Cedar Swamp Wildlife Area	
Unit 1. The Cedar Swamp marsh from Delaware Wildlands property to Collins Beach.	200.00*
2. Marshes adjoining the Smyrna River and adjoining the bay from the Smyrna River Jetty to Collins Beach (Season Restricted)	100.00*
3. Bell Tract, west of Walker School Road	50.00*
4. Rocks Tract, east of Staves Landing Road	25.00*
D. Woodland Beach Wildlife Area	
Unit 1. South of the Island road to Taylor's Gut. No access to trapping area via the "Island Road."	100.00
2. North of Route 6 to Taylor's Gut. Refuge areas are closed to trapping. No access to trapping areas via the Tower P. Lot, area residence, or refuge areas.	100.00
3. South of Route 6.	100.00
4. Lands south of the Smyrna River on both sides of Rte. 9 to the Island road.	100.00

AREAS	MINIMUM ACCEPTABLE BID
E. Little Creek Wildlife Area	
Unit 1. North Little Creek (Davey Crockett)	25.00
2. DeMarie Tract - No mans land north of Mahon Road to Marshtown Road (339) including the Triple T Farm.	25.00
3. South of Mahon Road to Little River (Season Restricted) ATTENTION TRAPPERS: Impoundment may be drawn down and reflooded during the hunting/trapping season.	50.00*
4. Little River to Pickering Beach Road (Season Restricted) ATTENTION TRAPPERS: Impoundment may be drawn down and reflooded during the hunting/trapping season.	50.00*
5. South of Pickering Beach Road to Lewis Ditch (Season Restricted)	25.00*
F. Ted Harvey Wildlife Area	
Unit 1. Logan Lane Tract (Season Restricted) ATTENTION TRAPPERS: Water levels in impoundments may be drawn down in late February.	100.00*
2. "Roberts" Tract on St. Jones River (near Lebanon)	50.00*
3. "Buckaloo" Tract	25.00*
G. Milford Neck Wildlife Area	
Unit 1. Marshes adjoining the Mispillion River On the former Masten property.	50.00
2. Mispillion marshes near lighthouse and Rawleys Island.	50.00
3. Cedar Creek marsh.	50.00
4. Murderkill Marsh adjoining Kent County sewer plant, Hall and Holleger properties.	50.00
H. Prime Hook State Area	50.00
I. Nanticoke - Marshes adjoining Broad Creek and its mouth and the Nanticoke River.	50.00
J. Marshy Hope - Marshes along the Marshy Hope Tax Ditch.	50.00
K. Assawoman	
Unit 1. The entire Assawoman wildlife area including the Piney Point tract.	50.00*

NOTICE: UNITS MARKED WITH AN ASTERISK (*) ARE NOT OPEN FOR TRAPPING UNTIL THE DAY FOLLOWING THE CLOSE OF THE LAST SPLIT OF THE DUCK SEASON.

Exhibit 3

CONTRACT # NAT-13-001_TRAPPERMIT

TRAPPING PERMIT
Insert Wildlife Area and Unit

THIS CONTRACT, made and entered into this XX day of [insert month and year], by and between the State of Delaware, Delaware Division of Fish and Wildlife Party of the First Part, hereinafter referred to as "DIVISION,"

AND

(Trapper's Name), of (Trapper's Address), Party of the Second Part, hereinafter referred to as "TRAPPER."

WITNESSETH, for and in consideration of the covenants and promises hereinafter contained and the payment of fees as herein set forth, DIVISION permits to TRAPPER , all that certain tract of land known as Trapping Unit # of the insert wildlife area here.

- 1. PARTIES.** The name and address of the Parties are:

DIVISION: Delaware Division of Fish and Wildlife
89 Kings Highway
Dover, DE 19901

TRAPPER: (Trapper Address)
(Trapper Phone No.)

- 2. TERM OF PERMIT.** The term of this permit shall be for the segment of the 2013-14 fur trapping season beginning (insert date) and ending (insert date).
- 3. PERMIT FEE.** TRAPPER shall pay DIVISION a permit fee of (amount) Dollars (\$).
- 4. USE OF PERMITTED LAND.** The permitted land may only be used for fur trapping. TRAPPER agrees to follow best management practices and to abide by all trapping statutes and regulations as found in Title 7 of the Delaware Code.
- 5. REPORTING.** TRAPPER will submit by April 15, 2014 a written report of all animals taken under this permit.

- 6) **RESERVED RIGHTS.** DIVISION reserves the following rights related to the permitted land:
 - a) DIVISION reserves the right of ingress and egress onto and over the permitted land for inspection purposes, for enforcement of all laws, rules and regulations of DIVISION and for any other lawful purpose.
- 7) **HOLD HARMLESS.** TRAPPER agrees to exercise the rights herein granted at its own risk fees, arising from or in any way connected with injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the permitted land, regardless of cause, unless due to the gross negligence or willful misconduct of any of the Indemnified Parties.
- 8) **DAMAGES TO PROPERTY.** TRAPPER agrees to be solely responsible for any and all injury, loss or damage to TRAPPER'S person, equipment and property or to equipment and property of others which may be placed on the permitted land at TRAPPERS 'S request, and TRAPPER waives and releases any and all claims or rights against DIVISION with respect thereto.
- 9) **TERMINATION OF PERMIT.** TRAPPER agrees that if he/she fails to observe or perform any of the conditions or covenants on its part to be observed or performed, or if TRAPPER knowingly permits any unlawful acts to be carried out upon the permitted land, then DIVISION shall have the right to terminate the Permit. If TRAPPER is found guilty of any violations of statutes or regulations under Chapters 1-13 of Title 7 of the Delaware Code, the Permit will be terminated. If DIVISION terminates this Permit while TRAPPER has traps in the field, the DIVISION agrees not to take possession of any traps for 48 hours from the time of permit termination. After 48 hours, all traps become the property of the DIVISION. Any animals taken during the 48 hour period will remain the property of the TRAPPER.
- 10) **NOTICES.** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as per Paragraph 1. Upon written notice from a Party, or a successor in interest, to the other Party hereto, any such notice, demand or other written communication shall be given to that Party or successor at the address indicated in such notice.
- 11) **WAIVER OF BREACH.** The waiver or acceptance by DIVISION of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any continuing or subsequent breach of the same or any other term, covenant or condition herein contained. All waivers or acceptances must be in writing. The subsequent acceptance of rent hereunder by DIVISION shall not be deemed to be a waiver or acceptance of any preceding breach by TRAPPER of any term, covenant or condition of this Permit , other than

the failure of TRAPPER to pay the particular rental fee so accepted, regardless of DIVISION'S knowledge of such preceding breach at the time of acceptance of such permit fee.

- 12) **LEGAL COSTS AND EXPENSES.** TRAPPER shall pay and discharge all costs, attorneys' fees and expenses arising from enforcing any covenant or forfeiture hereof.
- 13) **RULES AND REGULATIONS.** The rules and regulations contained in this permit_ as well as such reasonable rules and regulations as may be hereafter adopted by DIVISION for the safety, care and protection of its leased permitted lands and the preservation of good order thereon, are hereby expressly made a part hereof, and TRAPPER agrees to adhere to all such rules and regulations, after notice of same.
- 14) **REMEDIES.** It is understood and agreed that the remedies herein given to DIVISION shall be cumulative, and the exercise of any one remedy by DIVISION shall not be to the exclusion of any other remedy.
- 15) **BINDING AGREEMENT.** The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the Parties hereto; and all of the Parties hereto shall be jointly and severally liable hereunder. This Permit shall not be interpreted as a waiver of the sovereign immunity of DIVISION.
- 16) **TIME.** Time is of the essence of this Permit.
- 17) **LAW.** This Permit shall be construed and interpreted in accordance with the laws of the State of Delaware.
- 18) **ENTIRE CONTRACT.** This instrument contains the entire agreement of the Parties and supersedes, cancels, and revokes any and all other agreements between the Parties relating to the subject matter of this Contract. There are no representations or warranties, either oral or written, except those contained in this contract. This contract_ may be modified only by an amendment in writing signed by both Parties.
- 19) **SEVERABILITY.** If any portion of this contract shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected and this contract shall remain in full force and effect as if it had been executed with the invalid portion omitted.

COUNTY OF _____)

BE IT REMEMBERED, That on this _____ day of _____, 2013, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, (TENANT), known personally to be such, and acknowledged the foregoing instrument to be his/her act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

NOTARY PUBLIC

My commission expires on _____.

Exhibit 4

TRAPPING PERMIT BID OFFER FORM

BID DUE: November 1, 2013, 10:00 a.m. EDT local time

TO: State of Delaware
Delaware Division of Fish and Wildlife
89 Kings Highway
Dover, DE 19901

TRAPPING PERMIT FOR: Wildlife Area _____
Unit No. _____

The undersigned, representing that he/she received a Bid Packet, read the Instructions to Bidders, reviewed the map of lands subject to permit (Exhibits 1), reviewed the list of unit descriptions, minimum bid and season length restrictions sheet (Exhibit 2), reviewed the trapping contract (Exhibit 3) and had the opportunity to visit the land subject to the permit, hereby makes the following bid offer to permit the above-referenced lands for the 2013-14 trapping season per terms of the unit contract.

\$ _____

This bid offer is submitted with a Bid Security of twenty-five percent (25%) of the bid total permit fee.

Bid Security = \$ _____. For a successful bid, the Bid Security shall be applied to the total permit fee upon execution of the trapping lease contract. The remaining seventy five percent (75%) shall be due on or before December 1, 2013 for lands in New Castle County and December 15, 2013 for lands in Kent and Sussex Counties. Failure of such payment in full will result in forfeiture of the Bid Security and cancellation of the awarded permit.

This bid offer is submitted with the knowledge that Delaware Division of Fish and Wildlife reserves the right to waive technicalities, to reject any and all bids, to advertise for new bids, to proceed to deal with the land otherwise, or to abandon the execution of a trapping permit, if the best interest of the State will be promoted thereby. Delaware Division of Fish and Wildlife shall award a trapping permit to the highest qualified bidder. The successful bidder shall be notified within seven (7) working days.

PRINT NAME OF BIDDER _____

SIGNATURE OF BIDDER _____

ADDRESS OF BIDDER _____

PHONE NUMBER _____