



STATE OF DELAWARE

HELICOPTER SPRAYING AND SURVEILLANCE FOR THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL - MOSQUITO CONTROL & WILDLIFE SECTIONS

Invitation to Bid

Contract No. NAT13456-HELICOPTER

January 31, 2013

- Deadline to Respond -

February 14, 2013

1:00 PM EST

CONTRACT NO. NAT13456-HELICOPTER

ALL BIDDERS:

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

INVITATION TO BID - CONTRACT NO. NAT13456-HELICOPTER

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and TECHNICAL SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
 - NO BID REPLY FORM
 - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - EQUIPMENT AND EXPERIENCE STATEMENT
 - BID PRICE QUOTATION FORM
 - BUSINESS REFERENCES: Attachment A
 - ITB EXCEPTIONS: Attachment B
 - CONFIDENTIAL INFORMATION FORM: Attachment C
 - SUBCONTRACTOR INFORMATION FORM: Attachment D
 - OFFICE OF SUPPLIER DIVERSITY CERTIFICATION APPLICATION: Attachment E

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 **Thursday, February 14, 2013 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 Wednesday, February 6, 2013 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>) on Friday, February 8, 2013. 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 & WILDLIFE SECTIONS

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.

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.

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.

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.

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

CENTRAL CONTRACT: A contract intended to be managed by Government Support Services (GSS) on behalf of multiple agencies procuring the same (or similar) material or non-professional service.

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.

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

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.

PHRAGMITES: An aggressive and invasive emergent wetland plant growing primarily in Delaware's emergent (non-wooded) wetlands. *Phragmites* can reach a height of over 10 feet, and often grows in monotypic (pure) stands, replacing more desirable wetland plants. Dense stands of *Phragmites* also present a fire hazard, particularly if located near populated areas. *Phragmites* control is achieved through selective herbicide applications, burning, mowing, and/or water management

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.

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.

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.

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, any 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.

16. **ADDENDA TO THE ITB:**

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding, and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

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: 6/29/2012 jms

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
MOSQUITO CONTROL & WILDLIFE SECTIONS

CONTRACT NO. NAT13456-HELICOPTER

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Helicopter Spraying and Surveillance requirements for the Department of Natural Resources and Environmental Control - Mosquito Control & Wildlife Sections.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for one (1) year from **March 8, 2013 through March 7, 2014**. Each contract may be renewed for three (3) additional one (1) year contract periods through negotiation between the Contractor and Department of Natural Resources and Environmental Control - Mosquito Control Section. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

DNREC - Mosquito Control will allow the selected vendor(s) time to perform maintenance as required to their equipment. The vendor shall realize that it is required to maintain equipment on a regular basis, completing routine maintenance to protect the public safety, and such maintenance shall adhere to all FAA, Delaware, and other governing standards for safe operation. Further, the agency states the selected vendor(s) will NOT be required to perform the duties/operations outlined in the contract from December 1st through February 28th annually. This 'waiver' of responsibility to the contractual terms will allow the vendor to complete major overhauls or maintenance as required. If the agency seeks to employ operations with the vendor(s), the agency shall establish a mutual understanding with the selected vendor for the December to February operations. Any other agency that seeks to utilize the underlying contract shall be required to adhere to the same operational calendar as specified above.

3. **PRICES:**

Prices shall remain firm for the term of the contract.

4. **PRICE ADJUSTMENT:**

During the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise

If agreement is reached to extend this contract beyond the initial period, the Department of Natural Resources and Environmental Control - Mosquito Control Section shall have the option of offering a determined price adjustment that 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. **COOPERATIVES:**

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

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

6. **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.

7. **FUNDING OUT:**

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

8. **BID BOND REQUIREMENT:**

Bid Bond Waived.

9. **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.

10. **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, photography, or surveillance.

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.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

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

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.**

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:

**Thomas Moran, Mosquito Control Section
Contract No. NAT13456-HELICOPTER
2430 Old County Road, Newark, DE 19702**

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

11. **BID EVALUATION AND AWARD:**

A. **Basis of Award: Mosquito Control**

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

1. About 5 hours per year for mosquito larvae surveillance or aerial photography work (i.e. helicopter use for non-spraying purposes).
2. An average of 127 hours per year for larvicide applications, for both woodland pool and salt marsh treatments (to treat about 11,500 acres per year at a rate of about 90 acres per hour).

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

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

3. An average of 28 hours per year for adulticide applications (to treat an average 37,000 acres per year at a rate of at least 2,000 acres per hour).

TOTAL AMOUNT OF HOURS: about 160 hours of helicopter flight time per year

We are **not** seeking individual prices per hour for each of the 3 helicopter use patterns above, but rather **one overall price per flight hour**.

There is no commitment by the Mosquito Control Section in terms of hours above to actually achieve such for minimums, or not to exceed such for maximums, in our repeating here that these numbers are provided only for guidance purposes in helping a vendor determine bid price. The intention is to award the mosquito control portion of the helicopter contract to only one (1) vendor based upon lowest price or cost per hour. 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.

B. Basis of Award: *Phragmites* Control

The Wildlife 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 the basis of overall price or cost per acre for helicopter use and activity in performing *Phragmites* control**, involving applications of herbicides, ferry time, and reconnaissance flights. To help a bidder better determine the overall price or cost per acre, representative amounts of acres treated each year via helicopter have recently averaged about 6,000 acres, provided here for guidance purposes only, being “typical” of the Wildlife Section’s recent annual use or treatment pattern. There is no commitment by the Wildlife Section in terms of acres above to actually achieve such for minimums, or not to exceed such for maximums, in our repeating here that these numbers are provided only for guidance purposes in helping a vendor determine bid price.

The intention is to award the *Phragmites* portion of the helicopter contract to only one (1) vendor based upon lowest price or cost per acre. However, the Wildlife 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.

A possible outcome of this ITB could be for one (1) vendor to be awarded both the mosquito control and *Phragmites* control portions of the contract based upon the vendor having the lowest bids for both portions of the ITB; or alternatively different vendors might be separately awarded the mosquito control and *Phragmites* control portions of the contract, based upon their having the lowest bids for either the mosquito control or *Phragmites* control portions of the ITB.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

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

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

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

13. **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.

14. **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.

15. **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.

16. **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.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

17. **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.

18. **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.

19. **BUSINESS REFERENCES:**

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

DO NOT USE STATE OF DELAWARE PERSONNEL AS REFERENCES.

20. **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.

21. **BILLING:**

The successful vendor is required to bill the Department of Natural Resources and Environmental Control, Division of Fish & Wildlife: 1) Mosquito Control Section (for mosquito control related activities) or 2) Wildlife Section (for *Phragmites* control related activities), 89 Kings Highway, Dover, DE 19901. Such billing shall be submitted at least once a month and reflect unpaid, billable hours flown or acreage sprayed within approximately the last month prior to bill submission or since the last bill submission.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

22. **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 or *Phragmites* control resulting from incomplete application coverage due to equipment malfunction, pilot error or, if not accompanied by Agency personnel, unfavorable weather conditions that arise during application flights. Additionally, no charges shall be imposed for cancellation of any flights.

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

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

The Contractor cannot charge time in the following instances:

- a. Ferry time for coming into or leaving Delaware (if located out-of-state).
 - When transitioning from *Phragmites* surveillance and control program operations to mosquito surveillance and control program operations (when in the rare event that both operations are needed on the same day).

For *Phragmites* spraying, the Contractor will be paid a unit price per acre for actual acreage sprayed at the five (5) gallons per acre rate. Acreage will be determined by the total volume of herbicide solution applied as measured by the required flow meter on the spray system and mutually agreed upon by the Agency and Contractor. This price will include any surveillance and ferry flight time associated with the spraying operation.

23. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

24. **I FOUND IT CHEAPER:**

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf. The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

25. **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>.

26. **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 helicopter ready to work or spray by no later than twenty-four (24) hours of receiving a request to treat from the Mosquito Control Section, but is not required to respond before then; however whenever the need arises, it would be appreciated if the time to respond could be less than 24 hours.

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.

27. **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.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

28. SUBCONTRACTS:

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment D) 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.

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

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.

29. CONFIDENTIALITY:

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain Attachment C describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment C should be completed by checking the appropriate box found at the top of the attachment.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

30. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

31. 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).

32. 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.

33. 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.

34. 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.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

35. AUDIT ACCESS TO RECORDS:

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

36. 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.

37. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

The awarded vendor(s) shall provide the name(s) and 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.

38. NPDES PERMITS FOR APPLYING AQUATIC PESTICIDES:

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

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

38. **NPDES PERMITS FOR APPLYING AQUATIC PESTICIDES (Continued):**

For most spray activities associated with this ITB, the Mosquito Control and/or Wildlife Section will be primary party responsible for providing permit-required Notice of Intent (NOI) to DNREC/DW to work under the DW's general NPDES permit for aquatic pesticide use (PGP), and the Mosquito Control and/or Wildlife Section will also be the entity primarily responsible for fulfilling most other compliance requirements associated with this general permit. However, there will still be some types of permit compliance requirements or needs that the aerial spray Contractor will be responsible to fulfill or abide by, either in full or in part. In all cases, the aerial spray Contractor will have to comply with or abide by all requirements and conditions of the general NPDES permit (PGP), whether working directly under the Mosquito Control and/or Wildlife 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 and/or Wildlife Section filing an NOI, the aerial spray Contractor might also have to independently or separately file a NOI, including preparing and submitting all NOI-associated paperwork to DNREC/DW, and paying whatever fee might be required by DNREC/DW. If such NOI filing might be required of the aerial spray Contractor by DNREC/DW, this will probably only have to be done once a year or less (perhaps only once every 5 years), and will probably also be done in a manner that upon approval by DNREC/DW will have statewide applicability when working under the general permit (PGP).

There might also be need for the aerial spray Contractor to work with the Mosquito Control and/or Wildlife 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 and/or Wildlife Section (upon request by or from the appropriate Section), all to be produced and delivered in timely and complete manner, include but are not limited to the listing below. These are deliverables that might (and probably will) be mandated by DNREC/DW's general NPDES permit (PGP) for somebody to have to prepare and submit. The Mosquito Control and/or Wildlife 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. **Portions of the Pesticide Discharge Management Plan (PDMP), as required by the PGP:**
1. Written description of Spill Prevention Procedures to guard against spills or leaks when storing, handling, mixing/loading, or applying mosquitocides/herbicides used by the aerial spray Contractor.
 2. Written description of Spill Response Procedures whenever spills or leaks might occur associated with storing, handling, mixing/loading, or applying mosquitocides/herbicides used by the aerial spray Contractor. This should include descriptions of how spills, leaks and other releases will expeditiously be stopped, contained or cleaned up. Should also include description of how aerial spray Contractor's employees have been trained to deal with such emergency situations.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

SPECIAL PROVISIONS (Continued)

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

3. 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/herbicides 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/herbicides 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.
4. 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 and/or Wildlife Section and DNREC/DW in timely manner any significantly adverse incidents associated with storing, handling, mixing/loading, or applying mosquitocides/herbicides 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.
5. 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 and/or Wildlife 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/herbicide product used (including EPA product registration number), rate of use, date and time of use, location of use, size of area treated, type of aircraft used and operator, aircraft altitude above ground level, airspeed during applications, etc. It is realized that most aerial spray Contractors already routinely record and keep such types of data, often in meticulous detail, especially given today's GPS/GIS technology.
2. In many cases for much of such mosquitocide/herbicide application data, this will duplicate what the Mosquito Control/Wildlife Sections will also independently compile and maintain, but such redundancy is a good thing for many reasons.
3. Upon request from the Mosquito Control/Wildlife Sections, the aerial spray Contractor will make such spray application data available to the appropriate Section.

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
MOSQUITO CONTROL & WILDLIFE SECTIONS

CONTRACT NO. NAT13456-HELICOPTER

TECHNICAL SPECIFICATIONS

1. STATEMENT OF WORK:

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

The Contractor will furnish the primary and secondary (if required) helicopter piloted by a qualified pilot as described in Pilot Specifications herein to one of the required local airport access facilities, any Contractor central Delaware base of operations, or to the Mosquito Control Section's facility located on 1161 Airport Road in Milford ready to take to the air and operationally capable to perform surveillance activities or pesticide applications (for mosquito or noxious vegetation control activities) as directed by the Agency within twenty-four (24) hours, weather permitting, upon notice given by the Agency.

During the *Phragmites* spraying season (early-August through October), a helicopter and crew must be ready to spray statewide Monday - Friday. Occasionally weekend work may be required. The majority of the work is along Delaware Bay from the Dover area north, but work is conducted statewide. The Contractor will be required to meet Wildlife Section personnel at pre-arranged landing zones statewide. The Wildlife Section will be responsible for determining and obtaining permission for landing zones, and will be responsible for providing the pesticides used for the operation.

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

History shows that it is advantageous for the Contractor to establish a central Delaware base of operations. This base of operations should be located within 20 statute miles of the Milford Mosquito Control HQ's located at 1161 Airport Road in Milford, Delaware. This established central Delaware base of operations should have complete pesticide application plus helicopter support capabilities (described in Support Equipment and Personnel) that are required for helicopter fueling and helicopter maintenance/repair, plus loading/mixing of water and pesticides. This central Delaware base of operations should be operational in the above manner from the date of receipt of a State of Delaware Purchase Order through November 30, 2013.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

TECHNICAL SPECIFICATIONS (Continued)

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

If the Contractor cannot establish the above stated central Delaware base of operations, then temporary arrangements must be made with a local Delaware airport facility to provide complete pesticide application operational plus helicopter support capabilities that are required for helicopter fueling and helicopter maintenance/repair, plus loading/mixing of water and pesticides, from the date of receipt of a State of Delaware purchase order through November 30, 2013. The Contractor will make all necessary arrangements with at least one of the local Delaware airport access facilities listed below, in order to obtain whatever might be needed from the airport facility for the Contractor to conduct the above stated program operations.

Local Delaware airport access facilities are:

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

The Agency can provide a temporary landing storage site at the Mosquito Control Section's HQ facility in Milford. Other field staging, landing, or loading sites might be used as approved by the Mosquito Control Section. Permission for any use of such additional sites will be obtained by the Mosquito Control Section.

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

The Contractor must be able to transport (via helicopter) Agency personnel to known or suspected mosquito breeding areas throughout the state. These areas will be inspected by landing on the wetlands or other type of terrain to allow the inspector to obtain larval samples. The inspector will determine if the area warrants treatment at that time. If treatment is required, breeding sites will be treated immediately if directed by Agency personnel. The pilot may be provided with map(s) or digital spray block(s) of other breeding sites that shall be treated at the direction of the Agency.

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

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

TECHNICAL SPECIFICATIONS (Continued)

2. **EQUIPMENT SPECIFICATIONS:**

Helicopters with necessary equipment shall be furnished and maintained by the Contractor. They shall be of a type approved by the Agency and must be maintained in first class condition. When fully equipped and loaded they must meet FAA approval. Aerial dispersal equipment must be approved by the Agency and shown by Agency test(s) or calibration(s) to give, as determined by the Agency, a reasonably uniform pesticide distribution at the specified rate of application. **Each helicopter and its calibrated application equipment will be visually inspected by the Program Manager or their appointed designee at, as designated by the Department, one of the required local airport access facilities or any Contractor central Delaware base of operations as described herein or at the Mosquito Control Section's facility located on 1161 Airport Road, Milford, Delaware prior to the respective helicopter's first pesticide application and at other times that may be needed as determined by the Program Manager (i.e. operational pesticide applications will not be made until after the helicopter is calibrated to the Department's satisfaction).** Testing and calibration of equipment shall be made at the Contractor's expense, and the Agency shall not be charged for such equipment tests or calibrations.

The helicopter shall meet the following minimum qualifications:

A. **PRIMARY HELICOPTER (Mosquito control):**

1. Bell 47, Bell 206B, Bell-Soloy 47G-3B1, Hiller-Soloy 12-E, Hughes 500C, Schweizer 300 (or approved equivalent)
2. Total load capacity of at least 900 lbs. (personnel, fuel, materials, and application equipment) and have flight endurance of at least 2 hours when fully loaded.
3. At least a two place cabin, with all passenger seats equipped with safety lap belts and shoulder harnesses; safety helmets for all passengers, each outfitted with communication equipment that enables communication between passenger and pilot.
4. Helicopters, with attached spray equipment prescribed within this document, must possess an FAA approval for flight within congested areas.
5. Raindrop nozzles and rotary atomizing nozzles (for adulticiding) as required for specialized pesticide spraying as described herein.
6. Mirrors on the skid toes to help guide landing on soft mud and grass.
7. Electronic trigger timer to record actual spray time.
8. Reliable air to ground communication such that pilots can be reached in the air while conducting spray operations.
9. Must be able to work a full day away from the base of operations or in remote locations (e.g. remote fueling capability)
10. Helicopter must possess a GPS tracking system such that its current location and recent flight history can be accessed at any time by on- or off-site Agency staff online.

Granular Pesticide Dispersal Equipment: Minimum chemical payload capacity of 400 pounds. Chemical to be applied in a uniform 60-foot minimum swath at an altitude of 100 feet. Typical granular insecticides and application rates include Abate 2BG at five (5) pounds per acre or granular Bti, spinosad, or methoprene or at 7.5 or 10 pounds per acre. Any system used to apply granular insecticides must not have any flight restrictions related to populated areas, roads, schools, etc.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

TECHNICAL SPECIFICATIONS (Continued)

2. EQUIPMENT SPECIFICATIONS (Continued):

Liquid Pesticide Dispersal Equipment: Minimum liquid payload capacity of 50 gallons. Chemical to be delivered by hydraulic or electric pump into stainless steel, PVC, or plastic tubing and into raindrop, flat fan, or approved equal nozzles capable of applying a minimum 60-foot swath at an altitude of 30-100 feet. Typical liquid chemicals to be applied include VectoBac 12AS, Teknar SC, or Altosid Concentrate typically applied "neat" or at final dilution application rate of up to thirty two (32) ounces per acre. Additionally, Trumpet EC (naled) or other synthetic pyrethroids may also be used for adulticiding via rotary atomizing nozzles at up to 1 oz./acre.

B. **PRIMARY HELICOPTER (*Phragmites* control):** Note that the specifications for helicopter and equipment are slightly different than for mosquito control activities.

1. Helicopter:

- a. Bell 47, Bell 206B, Bell-Soloy 47G-3B1, Hiller-Soloy 12-E, Hughes 500C (or approved equivalent)
- b. Total load capacity of at least 1,200 lbs. (personnel, fuel, materials, and application equipment) and have flight endurance of at least 2 hours when fully loaded.
- c. At least a two place cabin, with all passenger seats equipped with safety lap belts and shoulder harnesses; safety helmets for all passengers, each outfitted with communication equipment that enables communication between the passenger & pilot.
- d. Helicopters, with attached spray equipment prescribed within this document, must possess an FAA approval for flight within congested areas.
- e. Raindrop nozzles as required for specialized pesticide spraying as described herein.
- f. Mirrors on the skid toes to help guide landing on soft mud and grass.
- g. Electronic trigger timer to record actual spray time.
- h. Reliable air to ground communication such that pilots can be reached in the air while conducting spray operations.
- i. Must be able to work a full day away from the base of operations or in remote locations (e.g. remote fueling capability).
- j. Helicopter must possess a GPS tracking system such that its current location and recent flight history can be accessed at any time by on- or off-site Agency staff online.

2. Application Equipment:

- a. Minimum liquid payload capacity of 100 gallons.
- b. High volume liquid spray system capable of applying five (5) gallons per acre of herbicide mix in uniform swath of 50 feet.
- c. Spray system must have a flow meter designed specifically for monitoring the flow rate and total volume applied.

3. Ground Support Equipment:

- a. Batch truck will have separate mix and water tanks. Mix tank must have a minimum capacity of 300 gallons and water tank(s) must have the capacity to carry a minimum of 1,900 gallons of water separate from the mix tank. Must have the ability to meter the amounts of water and pesticides into mix tank (i.e. a flow meter).

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

TECHNICAL SPECIFICATIONS (Continued)

2. EQUIPMENT SPECIFICATIONS (Continued):

- b. Batch truck shall have a mechanical flow meter for recording total gallons delivered to helicopter.
- c. Batch truck shall be capable of pumping herbicide from 30 gallon containers and rinsing drums and 2.5 gallon containers.
- d. Batch truck shall have all appropriate placards in accordance with the Department of Transportation, State, and local requirements.
- e. A spill containment kit shall be on board batch truck at all times.
- f. Batch truck shall have a cell phone and radio capable of communicating with the helicopter.

C. SECONDARY HELICOPTER (MOSQUITO CONTROL ONLY):

It is desirable for bidders to own or have access to and be able to provide if/when needed a second helicopter fulfilling the same or nearly the same specifications as listed for the "PRIMARY HELICOPTER." However, a second helicopter is **not** required to bid upon this contract. The Agency's preference when making the vendor award will still be based upon comparisons of competitive bid prices; as such, the availability of a second helicopter should not influence the offer bid price. A bidder who can offer and provide a second helicopter might be viewed a bit more favorably than one who could not if submitted bid prices are equal. It would also be acceptable for a bidder to provide a second helicopter via sub-contracting for a second helicopter's use on an as needed basis, with the identification and use of any sub-contractors to be consistent with Special Provisions §28 herein. The possibility for needing the use of a second helicopter will occur primarily during the mid-March to mid-April period. A second helicopter will likely not be needed during the mid-April through late October time period, with exception of a possible need for two helicopters on occasions in August or September when mosquito control and *Phragmites* control treatments might simultaneously need to be done, especially if one vendor might have won both the mosquito control and *Phragmites* control portions of the contract. If a second helicopter is available from mid-March through late-October, or any portions of time thereof, the bidding Contractor should make note of such availability. If offered, insurance requirements for the second helicopter will be the same as the primary helicopter.

D. SUPPORT EQUIPMENT AND PERSONNEL:

The Contractor is to provide all necessary helicopter support equipment and personnel associated with helicopter operations covered under the awarded contract. Necessary helicopter support equipment shall include that needed for helicopter fueling, maintenance/repair, and loading/mixing of water and pesticides, including fuel and mix trucks that can be utilized to enable operations/applications from various staging, landing, or loading sites throughout the state.

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

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

TECHNICAL SPECIFICATIONS (Continued)

3. **PILOTS' SPECIFICATIONS:**

The Contractor shall furnish qualified and experienced pilots who have been engaged for at least two (2) years and at least 300 flying hours in mosquito control spraying or comparable work, such as forest insect control or agricultural spraying. **Pilots must be proficient at using a DGPS navigation 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 and the Aquatic (5A) category. Moreover, the Agency may require the Contractor to replace any pilot whose work is found unsatisfactory and/or whose conduct and actions are detrimental to the Agency - regardless of experience or other qualifications.

IMPORTANT NOTE: PILOTS MUST CERTIFY THAT THEY HAVE FLOWN TWO (2) YEARS AND 300 HOURS MINIMUM. PILOT CERTIFICATIONS AND/OR LOG BOOKS WITH NOTARIZED STATEMENTS MUST BE SUBMITTED WITH THE PROPOSAL. FAILURE TO PROVIDE THIS DOCUMENTATION WILL BE A CAUSE FOR REJECTION.

4. **MATERIAL SPECIFICATIONS:**

Insecticides and herbicides will be furnished by the Agency and delivered into the tanks of the helicopter at the landing site, without expense to the Contractor. When other materials (e.g. liquid carrier herbicides) furnished by the Agency are applied at five (5) gallons per acre with a uniform swath of 50 feet minimum, the Contractor will mix and load these materials at the expense of the Contractor. For *Phragmites* applications, the Contractor is required to mix the herbicide and rinse the barrels.

5. **DGPS NAVIGATION REQUIREMENT:**

The above specified helicopters shall be equipped with a differential geographical positioning system (DGPS) navigational system (Ag-Nav II or approved equal, with preference to Ag-Nav) possessing flight planning capabilities as well as providing swath and directional guidance to ensure precise aerial pesticide and *Phragmites* burning 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, 340MB hard disk drive, and a 12-channel satellite receiver with an accuracy of at least 1 meter. **The DGPS system shall incorporate a download system that utilizes solid state memory functionality such as a USB flash memory drive or a memory card and must use the most recent and updated version of available hardware/software to guide and track all flight/spray data.** This DGPS navigational system will primarily be used to guide and record flight paths and spray applications, and may be used to navigationaly direct spray applications if the desired spatial accuracy can be achieved. 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 or burn applications.

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

TECHNICAL SPECIFICATIONS (Continued)

6. ELECTRONIC TRANSFER OF DATA:

The successful bidder must have the capability to electronically receive, download, transfer, and exchange all pre and post Ag-Nav (or approved equal) spray related data. This means that the contractor needs to identify a person (possibly the pilot) who would be available to receive such data at the sometimes odd or late hours that Mosquito Control staff often prepare such data. This identified person must be able to competently receive this information electronically (often as an email attachment) such that they could then download the attachment, transfer it to their computer, upload it to a flash drive or otherwise have it ready to give to the pilot flying the mission. After a spray mission is completed, the contractor also needs to have the capability to download and electronically send all post spray data to Mosquito Control staff. Failure to meet these criteria could have implications for future possible contract extensions.

7. ADULTICIDING CAPABILITIES:

The primary helicopter (and secondary helicopter, if provided) shall be equipped with rotary atomizing nozzles (such as Micronaire) so that each aircraft is capable of delivering aerial adulticide services. Each helicopter must have a payload capacity of at least 30 gallons of Dibrom Concentrate or Trumpet EC. All pumps and tubing must be compatible with the physical properties typical of naled formulations. Synthetic pyrethroids may also be aerially applied. All loading of the helicopter must be done through a closed loop system. Droplet calibrations must demonstrate compliance with all EPA chemical label requirements.

Additionally, vendors with spray offset technology (Flightmaster, Wingman) as it pertains to aerial adulticiding via rotary atomizing nozzles, may be given extra consideration when evaluating bid proposals. While the Mosquito Control Section does not require this technology at this time, it should be noted that we could if conditions or EPA regulation were to suddenly require such. It is understood by the State that adequate time would have to be allowed for any such vendor to comply with a new requirement of this magnitude. Such timeline for compliance would be agreed upon by both parties. It should be also noted that the Mosquito Control Section may choose to require this capability in the future if we see the need to do so. Such a requirement would be included in future contract language (either new contracts or extensions).

BID QUOTATION REPLY SECTION

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING AND SURVEILLANCE FOR THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL - MOSQUITO CONTROL & WILDLIFE SECTIONS

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 Thursday, February 14, 2013 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 Wednesday, February 6, 2013 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>) on Friday, February 8, 2013. 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 & WILDLIFE SECTIONS

CONTRACT NO. NAT13456-HELICOPTER

Required Documents Checklist

Bids should contain the following information:

1. Two copies of the completed bid response paperwork including the Equipment & Experience Statement, Bid Price Quotation Form, and required attachments.
 - 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. Proof of current **Delaware Business License** or copy of application for Business License.
3. One (1) complete, original, **signed and notarized copy** of the Non-Collusion Statement.
4. One (1) completed **Business Reference Form** (Attachment A) with references other than State of Delaware contacts. Form must be included.
5. One (1) completed **ITB Exceptions** form (Attachment B) - please check box if no exceptions. Form must be included.
6. One (1) completed **Confidential Information Form** (Attachment C) - please check box if no information provided will be considered confidential or proprietary. Form must be included.
7. One (1) complete and signed copy of the **Subcontractor Information Form** (Attachment D) for each subcontractor - only provide if applicable.
8. One (1) complete **Office of Supplier Diversity Certification Application** (Attachment E) - only provide 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 irretrievable files.

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 # NAT13456-HELICOPTER

BID TITLE: Helicopter Spraying and Surveillance for DNREC - Mosquito Control & Wildlife Sections

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.: NAT13456-HELICOPTER
TITLE: Helicopter Spraying and Surveillance for DNREC - Mosquito Control & Wildlife Sections
OPENING DATE: February 14, 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 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 & WILDLIFE SECTIONS

CONTRACT NO. NAT13456-HELICOPTER

EQUIPMENT AND EXPERIENCE STATEMENT

Accompanying our bid on Contract No. NAT13456-HELICOPTER, we submit the following:

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

Helicopter Model No.: _____

Helicopter Serial No.: _____

Spray Boom and Nozzle Equipment: _____

Pressure Pumps: _____

Liquid Spray Tank Capacity: _____

Spreader (Granular) Attachments: _____

Granular Tank Capacity: _____

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

Safety Helmet(s) for Passengers (type/number): _____

Total Hours Air Time: _____

Total Hours Air Time since Major Overhaul: _____

Total Hours Air Time since Engine Overhaul: _____

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

EQUIPMENT AND EXPERIENCE STATEMENT (Continued)

B. Experience Statement:

1. How much experience have you had in helicopter mosquito control, forest, insect, aquatic invasive species, or agricultural spraying?

2. What other type(s) of spraying work have you done?

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

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

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

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

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

CONTRACT NO. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

EQUIPMENT AND EXPERIENCE STATEMENT (Continued)

B. Experience Statement (Continued):

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

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

10. 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. NAT13456-HELICOPTER

HELICOPTER SPRAYING & SURVEILLANCE FOR DNREC - MOSQUITO CONTROL & WILDLIFE SECTIONS

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 helicopter, equipment, and pilot, and to do all work necessary to perform and complete the said contract at the following named unit prices:

HELICOPTER AND PILOT PRICE PER CONTRACT DOCUMENTS AND SPECIFICATION

ITEM	DESCRIPTION	UNIT PRICE PER	TOTAL PRICE
* 1	COST FOR FLYING 160 HOURS Primary helicopter and secondary helicopter	\$ _____/HR	\$ _____
2	COST FOR <i>PHRAGMITES</i> SPRAYING WITH FIVE (5) GALLONS PER ACRE DILUTED Primary helicopter	\$ _____/AC	

* Performance Bond to reflect 160 hours only.

The Department reserves the right to award the mosquito control and *Phragmites* control portions of the contract either to one (1) vendor, or separately to two (2) vendors, based upon lowest Unit Price per Hour for Mosquito Control flight time and upon lowest Unit Price per Acre for *Phragmites* Control treatment.

- For primary helicopter and secondary helicopter, for purposes of mosquito larvae inspections, larvicide applications, adulticide applications, and aerial photography. Representative or “typical” annual hours of use (for guidance purposes only) avg. about 160 hours of flight time per year.
- For primary helicopter and secondary helicopter, for purposes of herbicide spraying in pursuit of *Phragmites* control work. Representative or “typical” annual acres of treatment (for guidance purposes only) have recently averaged 6,000 acres per year.

BUSINESS REFERENCES

CONTRACT NO.: NAT13456-HELICOPTER

TITLE: Helicopter Spraying and Surveillance for DNREC - Mosquito Control & Wildlife Sections

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:		

PLEASE DO NOT INCLUDE STATE OF DELAWARE PERSONNEL AS REFERENCES.

SUBCONTRACTOR INFORMATION FORM**CONTRACT NO.:** NAT13456-HELICOPTER**TITLE:** Helicopter Spraying and Surveillance for DNREC - Mosquito Control & Wildlife Sections

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

Note: Add additional pages as needed.

Revised: 6/29/2012 jms



State of Delaware

Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/docs/certapp.pdf>



Complete application and mail, email, or fax to:

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