



DIVISION OF FISH AND WILDLIFE - MOSQUITO CONTROL SECTION

JANUARY 27, 2015

ISSUED BY: THOMAS J. MORAN
FISH AND WILDLIFE REGIONAL MANAGER
(302) 836-2555

SUBJECT: **AWARD NOTICE - Addendum #3** **Effective March 8, 2017**
CONTRACT # NAT14456-HELICOPTER
Helicopter Spraying and Surveillance for the Department of Natural Resources and
Environmental Control - Mosquito Control Section

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each vendor's contract shall be valid for a one (1) year period from **date of contract execution through March 7, 2015**. Each contract may be renewed for three (3) additional one (1) year 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.

Contract has been extended for one year through March 7, 2016 with no price adjustments.

Contract has been extended for one year through March 7, 2017 with no price adjustments.

Contract has been extended for one year through March 7, 2018 with no price adjustments.

2. VENDOR

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CHORMAN SPRAYING, LLC

30475 East Mill Run, Milton, DE 19968

Contact: Jeffrey A. Chorman

Phone: (302) 684-2770 or (302) 349-5055

Fax: (302) 684-2766 or (302) 349-4469

Email: chorspray@aol.com and/or chormanj@aol.com

3. SHIPPING TERMS

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

4. DELIVERY AND PICKUP

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As required.

5. PRICING

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Prices will remain firm for the initial term of the contract.

| ITEM | DESCRIPTION | UNIT PRICE PER |
|------|--|----------------|
| 1 | COST FOR FLYING 130 HOURS Primary helicopter or secondary helicopter (if available) | \$ 1,600.00/HR |

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

The successful vendor is required to bill the Department of Natural Resources and Environmental Control, Mosquito Control Section, 89 Kings Highway, Dover, DE 19901. Such billing shall be submitted at least once a month and reflect unpaid, billable hours flown within the previous month or since the last bill submission.

7. PAYMENT

The Agency will authorize and process for payment each invoice within thirty (30) days after the date of receipt. 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.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Department of Natural Resources and Environmental Control - Mosquito Control Section to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. 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. The ordering agency will place their orders by written purchase order, telephone, fax, or online 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.

10. REQUIREMENTS

This contract is issued to cover the Helicopter Spraying and Surveillance requirements for the Department of Natural Resources and Environmental Control - Mosquito Control Section.

11. HOLD HARMLESS

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

12. NON-PERFORMANCE

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

13. FORCE MAJEURE

Neither the contractor 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.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings, and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings, and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the State cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then formally contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

15. PENALTY CLAUSE

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

16. VENDOR RESPONSIBILITIES AND REQUIREMENTS

To be compliant with the terms of the contract, the awarded vendor must supply a Performance Bond for an amount no less than \$208,200.00 for the category awarded. The Performance Bond must be received before any work shall be completed for this contract.

All technical specifications associated with the awarded category for mosquito control can be reviewed within the bid solicitation's Scope of Services.