



State of Delaware

Nuisance Beaver Control

Invitation to Bid

Contract No. Nat – 17- 008 –BEAVERCONTROL

August 7, 2017

- *Deadline to Respond* -
August 28, 2017
12:00 PM (Local Time)

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

CONTRACT NO. NAT – 17- 008 –BEAVERCONTROL

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for the contract Nat – 17- 008 –
BEAVERCONTROL entitled Nuisance Beaver Control. The invitation consists of the following:

- A. INVITATION TO BID
 - B. GENERAL PROVISIONS
 - C. AWARD AND EXECUTION OF CONTRACT
 - D. DELAWARE DIVISION OF FISH & WILDLIFE SPECIFICATION AND CONTRACT REQUIREMENTS
 - E. VENDOR BID SECTION
 - 1 – VENDOR BID FORM
 - 2 – NO BID REPLY FORM
 - 3 – NON-COLLUSION STATEMENT AND ACCEPTANCE
- EXHIBIT 1 – NUISANCE BEAVER TRAPPING UNIT MAP
EXHIBIT 2 – TRAPPING CONTRACT
EXHIBIT 3 – TRAPPING CONTRACT BID OFFER

<http://bids.delaware.gov/>

In order for your bid to be considered, the Trapping Contract Bid Offer form shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by August 28, 2017 at 12:00 PM (Local Time).

Bids shall be submitted to:

STATE OF DELAWARE
Delaware Division of Fish & Wildlife
Attn: Emily Boyd
6180 Hay Point Landing Rd
Smyrna, DE 19977

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Emily Boyd at emily.boyd@state.de.us.

SECTION A

INVITATION TO BID

Sealed bids for **NAT – 17- 008 –BEAVERCONTROL** shall be received by the Delaware Division of Fish & Wildlife, 6180 Hay Point Landing Rd, Smyrna, DE 19977 until **August 28, 2017, 12:00 p.m. EST** at which time bids will be opened, read, and recorded in the McKay Wildlife and Hunter Education Field Office at 6180 Hay Point Landing Rd, Smyrna, DE 19977.

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

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

For further bidding information, please contact:

Emily Boyd (302) 735-3600 extension 2, Emily.Boyd@state.de.us

SECTION B – GENERAL PROVISIONS

1. **BID FORMS:**

The Invitation to Bid contains pre-printed forms for use by the vendor in submitting their bid. These completed forms shall contain basic information such as which Nuisance Beaver Control Unit they are bidding on and the hourly rate that they will charge. Interested parties may bid on one or both units but the proposals will be reviewed on an individual unit and preference will not be given to those that submit bids on both units.

2. **DELIVERY OF BIDS:**

Bids shall be delivered in sealed envelopes marked sealed bid and shall bear on the outside the name and address of the bidder as well as the contract number (NAT – 17- 008 – BEAVERCONTROL). Bids forwarded by U.S. Mail shall be sent first class to the address listed below. Bids forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below.

Delaware Division of Fish & Wildlife
Nuisance Beaver Control Program
6180 Hay Point Landing Rd
Smyrna, DE 19977

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

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

3. **WITHDRAWAL OF BIDS:**

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

4. **PUBLIC OPENING OF BIDS:**

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

5. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, Delaware Division of Fish & Wildlife and all officers, agents, and employees thereof against any claim or liability arising from or based upon their violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

6. **PERMITS AND LICENSES:**

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

7. **DOCUMENTS:**

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

8. **EXAMINATION:**

Each bidder should carefully examine the map (Exhibit 1), and trapping contract (Exhibit 2). The successful bidder, after executing a contract shall in no way be relieved of any obligation under the contract due to a failure to fully examine the contract or to visit the land subject to the contract.

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

9. **FORM OF BID:**

Bids shall be submitted on the Bid Offer Form (Exhibit 3), enclosed herein. Sign and print name as noted. A bidder shall make no stipulations or other qualifications on the bid form. Any such notations may subject a bid to rejection.

10. **SIGNING BIDS:**

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

11. **BID SUBMITTAL:**

The bidder shall assume full responsibility for timely delivery of all submitted bids. Oral, email, fax or telephone bids are not allowed. Each bid shall be submitted in a sealed envelope marked Sealed Bid, labeled with the bidder's name and address and the contract number (NAT – 17- 008 – BEAVERCONTROL). Bids submitted by mail shall be enclosed in an outer envelope marked with Bid Enclosed and sent to:

State of Delaware
Delaware Division of Fish & Wildlife
Nuisance Beaver Control Program
6180 Hay Point Landing Rd
Smyrna, DE 19977

13. **ACCEPTANCE OF BID:**

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

14. **CONTACT INFORMATION:**

Emily Boyd, (302) 735-3600 extension 2, Emily.Boyd@state.de.us

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

15. **EXCEPTIONS:**

There shall be no exceptions to the terms or conditions of nuisance beaver control contracts as specified in this Invitation To Bid.

16. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the Contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Delaware Division of Fish & Wildlife.

17. **DISQUALIFICATION OF BIDDERS:**

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

- a. More than one bid for the same 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. Any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- e. Non-attendance of any mandatory pre-bid meetings.
- f. Bidder having been convicted of a trapping or wildlife violation within five years of the date this contract is advertised.

SECTION C – AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

- a. After the bids have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the bid amount for hourly rate.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new bids, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Delaware Division of Fish & Wildlife or its agent, the best interest of the State will be promoted thereby.

2. **AWARD OF CONTRACT:**

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

3. **EXECUTION OF CONTRACT:**

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

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

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

SECTION D

**SPECIFICATIONS AND CONTRACT REQUIREMENTS
FOR TRAPPING BEAVERS WITH THE
DELAWARE DIVISION OF FISH & WILDLIFE**

The State of Delaware will contract nuisance beaver trapping on a North Unit and South Unit basis defined by the following boundaries; Delaware Route 8 shall divide the North and South Units except from Route 8 terminates at Delaware Route 9, at which point the division of the Units shall continue south along Route 9 and again head east on Port Mahon Rd until it reaches the Mahon River. The North Nuisance Beaver Control Unit contract will cover nuisance beaver trapping in New Castle County and Kent County north of this divide, and the South Unit Contract will cover nuisance beaver trapping in Kent County and Sussex County, south of this divide.

TERM OF CONTRACT:

These Contracts will be for the 2017-18 fiscal year, pending funding by the Delaware General Assembly, and will run from the date the contract is awarded through June 30, 2018 with an option to renew up to five (5) one (1) year segments (July 1 through June 30, annually).

NUISANCE BEAVER CONTROL UNIT BOUNDARIES:

Map and explanation of the Nuisance Beaver Control Units are found in Exhibit 1.

LAND USAGE:

The land covered under this contract is to be used for nuisance beaver trapping only and for no other purposes. Contract holder agrees that it will trap in accordance with the terms established in this contract as well as the statutes and regulations of the State of Delaware. Failure to do so will be cause for immediate termination of the contract.

ASSIGNMENT OF CONTRACT:

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

SECURITY:

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

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

BINDING:

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

CONDITIONS:

The Division of Fish & Wildlife will permit trapping of nuisance beavers based on a North and South Unit basis subject to the following conditions:

- 1) The Division reserves the right to reject any or all bids.
- 2) Trappers are responsible for handling nuisance beaver complaints in the awarded unit. It will be the responsibility of the trapper to obtain proper authorization from property owners, subdivisions, or municipalities when necessary to carry out nuisance beaver control work in those respective areas, and to obtain the necessary municipal, state, and/or federal permits when necessary.
- 3) Trappers must keep a vehicle mileage and activity log, including the number of hours worked each day, for reimbursement. Only miles and hours incurred within the awarded unit while conducting Nuisance Beaver work may be reimbursed. For example, if an individual was awarded the South Unit Contract but lived in New Castle County, it would not be permissible to seek compensation from the Division for the time and mileage driven while traveling to the field site until the boundary was crossed.
- 4) Mileage reimbursement will be set at \$0.40/mile.
- 5) Trappers must provide contact information for each individual they assist with a nuisance beaver problem, as well as the dates the property was visited, the number of hours spent conducting activities required by nuisance beaver work within the unit, the number of beavers removed, and the total number of miles driven daily for work associated with beaver control within the awarded unit.
- 6) Trappers must return the harvest report included in the contract indicating the properties that were treated, the number of animals taken from each property, and the mileage incurred within the awarded unit while addressing nuisance beaver complaints to the Division of Fish & Wildlife on a bi-monthly basis on the 10th day of the new cycle (e.g., if the contract starts on July 1, the first harvest report invoice would be due to the Division by September 10, followed by November 10, January 10, March 10, May 10 and June 30). The harvest report will serve as the invoice for payment. Failure to return the report will result in no reimbursement for trapping efforts. The last harvest report invoice for the year must be submitted by June 30 in order to ensure that payment can be made.
- 7) Trappers must possess a valid Delaware Trapping License or valid License Exempt Number if the pelts or meat of animals harvested during an open trapping season for that species are to be sold. The pelts, meat, and glands from animals taken outside of a

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

regulated season may not be sold. Trappers must also possess a current Nuisance Wildlife Control Operator Permit as issued by the Delaware Division of Fish & Wildlife to be eligible for contract award.

- 8) Trappers must seek approval from the Division to conduct beaver control activities if the original complaint wasn't initially brought to the attention of the Division. Approval requests may be made by calling or emailing Emily Boyd (302) 735-3600 extension 2, Emily.Boyd@state.de.us
- 9) Trappers will supply all labor, materials, and other necessities to trap.
- 10) All traps must be marked with a metallic plate or tag bearing in plain English the words "Trapping License, Delaware," and in addition thereto the number of the trapping license issued to the owner of the traps and the year of issuance thereof or bare the owner's name and address.
- 11) Traps must be set according to best management practice standards published by the Division and must be set to avoid the taking of non-target species.
- 12) Trappers may only set traps to take nuisance beavers. Wildlife control must be done in a manner in accordance with Delaware's training program and standard WCO practice.
 1. Permissible traps that may be used include the following:
 - (a) Body gripping traps with a jaw spread of 5 inches or less
 - (b) Foothold traps set beneath the waterline with a jaw spread less than 7 ¾"
 - (c) Foothold traps set above the waterline with a jaw spread less than 6 ½" (All foothold traps set above the waterline must have padded, offset, or laminated jaws)
 - (d) Cable restraints
 - (e) Cage/Box traps
- 13) All traps must be checked, and any captured animals removed, no more than 24 hours after they are set.
- 14) Relocation of beavers under this contract is not permitted as all captured beavers must be euthanized.
- 15) The use of firearms to euthanize wildlife is prohibited within city limits. The use of firearms elsewhere shall be subject to county or state restrictions.
- 16) Methods of euthanizing wildlife as authorized by this permit are limited to:
 - (a) Gunshot.
 - (b) Drowning.
 - (c) Cervical dislocation ONLY for the species in which this practice is recommended in the Delaware WCO Training Manuals.

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

- (d) Inhalants, including: anesthetics such as ether, halothane, methoxyflurane, isoflurane, nitrous oxide, nitrous oxide, carbon monoxide, or carbon dioxide.
- (e) Non-inhalant pharmaceutical agents (injectables) excluding: acetone, strychnine, nicotine, magnesium sulfate, potassium chloride, chloroform, and cyanide products.

All applicable state and/or federal laws must be followed governing the acquisition, use, and storage of any of the chemicals or agents used to conduct euthanasia. Proper euthanasia methods must be used. More information can be found from the American Veterinary Medical Association at <https://www.avma.org/KB/Policies/Documents/euthanasia.pdf>

- 17) Anyone tending traps during an open deer firearm season is required to wear a minimum of 400 square inches of hunter orange on their head, chest and back.
- 18) Trapper and or their representative(s) must inspect each site upon completion of activities to collect all traps, bait and other equipment used to trap beavers.
- 19) Wildlife which are euthanized or found dead are required to be promptly and properly disposed of by the Permittee. The carcass of all dead wildlife must be disposed of within 24 hours of their discovery. Above ground disposal of the carcass is not permitted. Methods of proper carcass disposal include:
 - a. Placing in an approved waste receptacle to be hauled to an approved landfill.
 - b. Taking to an approved landfill.
 - c. Taking to an approved incinerator site.
 - d. Taking to an approved renderer.
 - e. Burying outside of city limits.
 - f. Storing in a freezer until ready for proper disposal.
- 20) Trappers must follow all state statutes, regulations and permit conditions as provided to the awarded Contractor(s).
- 21) All persons trapping or assisting under a given contract must be listed on the contract (Appendix 2). This includes family members, trapping assistants, sub-contractors, agents, etc. Names of additional trappers can be added to the contract by contacting Emily Boyd at (302) 735-3600 extension 2 or Emily.Boyd@state.de.us.
- 22) No person under the age of 18 may enter into a contract with the Division without an adult co-signer.

HOLD HARMLESS:

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

TERMINATION FOR CONVENIENCE:

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. The successful bidder shall provide forty-five (45) days written notice of cancellation or material change of any policies

TERMINATION FOR CAUSE:

Termination for cause shall be as described in paragraph 10 of the contract (Exhibit 2).

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

SECTION E

VENDOR BID SECTION

To be considered for this Contract, complete the following forms in their entirety and return to Delaware Division of Fish & Wildlife, Attn: Emily Boyd, 6180 Hay Point Landing Rd, Smyrna, DE 19977 by **August 28, 2017 @ 12:00 p.m. EST** local time, at which time bids will be opened.

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

- **Exhibit 1 (No Reply Bid Form)**
- or**
- **Exhibit 2 (Non-Collusion Statement) and Exhibit 3 (Trapping Contract Bid Offer Form)**

STATE OF DELAWARE
Delaware Division of Fish & Wildlife
6180 Hay Point Landing Rd
Smyrna, DE 19977

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

NO BID REPLY FORM

BID # NAT – 17- 008 – BEAVERCONTROL BID TITLE: Nuisance Beaver Control

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

We must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our 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

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

CONTRACT NO: NAT – 17- 008 – BEAVERCONTROL
TITLE: Nuisance Beaver Control
OPENING DATE: August 28, 2017

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to the State of Delaware.

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

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware.

COMPANY NAME _____ (Check one)

<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 _____

COMPANY CLASSIFICATIONS: (Please circle)	Women Business Enterprise (WBE)	Yes	No	Minority Business Enterprise (MBE)	Yes	No	Disadvantaged Business Enterprise (DBE)	Yes	No
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PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

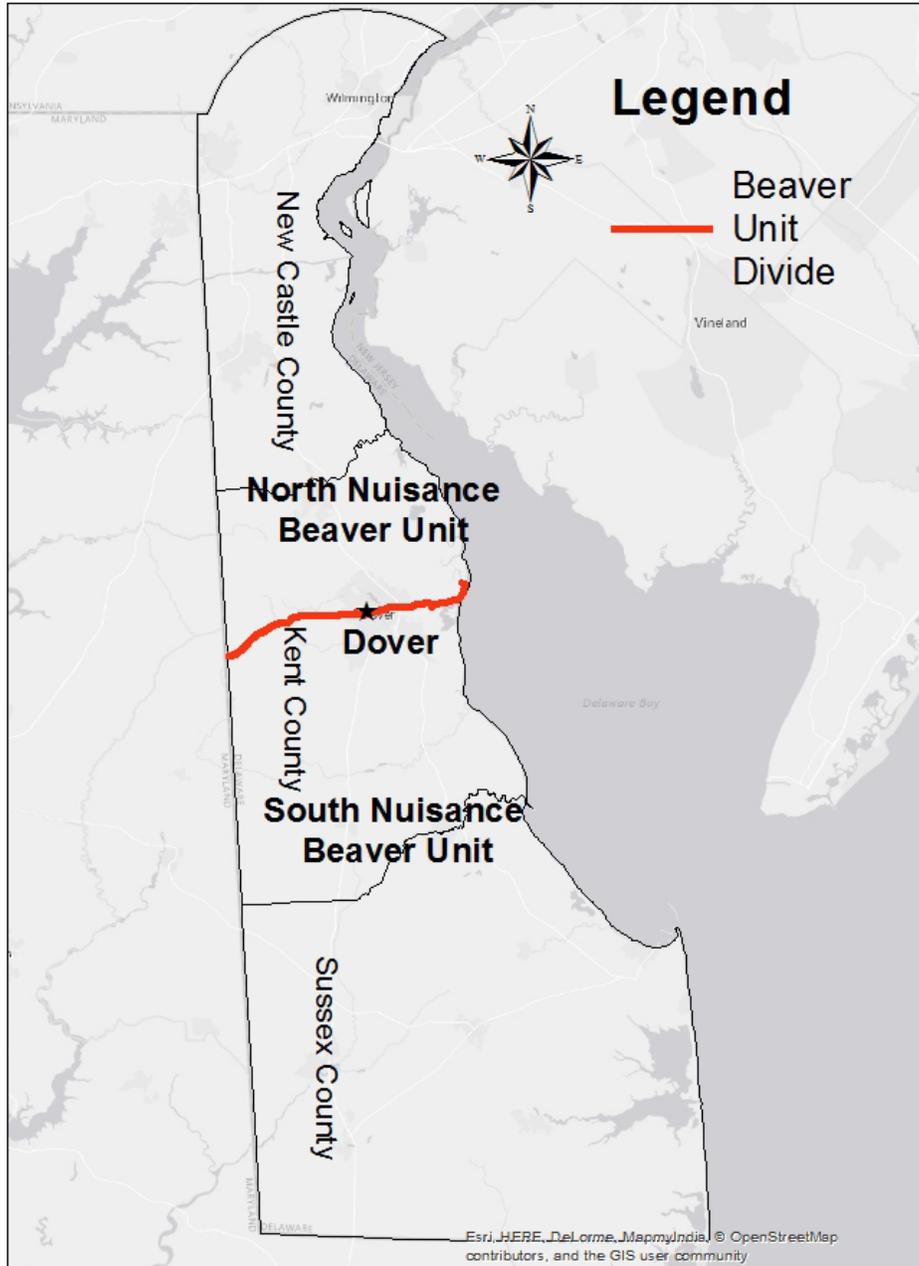
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Exhibit 1

Nuisance Beaver Control Trapping Units Map and Description



The North and South Nuisance Beaver Control Units are defined by the following boundary; Delaware Route 8 shall divide the North and South Units except from Route 8 terminates at

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

Delaware Route 9, at which point the division of the Units shall continue south along Route 9 and again head east on Port Mahon Rd until it reaches the Mahon River. The North Nuisance Beaver Control Unit contract will cover nuisance beaver trapping in New Castle County and Kent County north of this divide, and the South Unit Contract will cover nuisance beaver trapping in Kent County and Sussex County, south of this divide.

Exhibit 2

CONTRACT # NAT – 17- 008 – BEAVERCONTROL

TRAPPING CONTRACT

Insert North, South, or Both Contract Units

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

AND

(Trapper’s Name), of (Trapper’s Address), Party of the Second Part, hereinafter referred to as “TRAPPER.”

WITNESSETH, for and in consideration of the covenants and promises hereinafter contained and the payment of fees as herein set forth, DIVISION contracts to TRAPPER , nuisance beaver control in the nuisance beaver control unit previously indicated.

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

DIVISION: Delaware Division of Fish & Wildlife
6180 Hay Point Landing Rd
Smyrna, DE 19977

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

2. TERM OF CONTRACT. The term of this contract shall be for the segment of the 2017-18 nuisance beaver trapping beginning on the date it is awarded and ending June 30, 2018.

3. USE OF CONTRACTED UNIT. The contracted nuisance beaver control unit may only be used for nuisance beaver trapping. TRAPPER agrees to follow best management practices and to abide by all permit conditions and trapping statutes and regulations as found in Title 7 of the Delaware Code.

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

- 4. REPORTING.** TRAPPER must return the harvest report included in the contract indicating the properties that were treated, the number of animals taken from each property, and the mileage incurred within the awarded unit while addressing nuisance beaver complaints to the Division of Fish & Wildlife on a bi-monthly basis on the 10th day of the new cycle (e.g., if the contract starts on July 1, the first harvest report invoice would be due to the Division by September 10, followed by November 10, January 10, March 10, May 10 and June 30). The harvest report will serve as the invoice for payment. Failure to return the report will result in no reimbursement for trapping efforts. The last harvest report invoice for the year must be submitted by June 30 in order to ensure that payment can be made.
- 5. RESERVED RIGHTS.** DIVISION reserves the rights to make changes to the contract at any time.
- 6. PAYMENT.** DIVISION agrees to pay TRAPPER for adequate performance of services described in Section D, Conditions up to, but not to exceed the fixed fee of \$10,000.00 annually for each Beaver Control Unit. It is expressly understood that the work defined in the Conditions of this contract must be completed by TRAPPER and it shall be TRAPPER's responsibility to ensure that hours, miles, and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee.
- 7. HOLD HARMLESS.** TRAPPER agrees to exercise the rights herein granted at its own risk. The DIVISION is not responsible for any fees arising from or in any way connected with injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the contracted land, regardless of cause, unless due to the gross negligence or willful misconduct of any of the Indemnified Parties.
- 8. DAMAGES TO PROPERTY.** TRAPPER agrees to be solely responsible for any and all injury, loss or damage to TRAPPER'S person, equipment and property or to equipment and property of others, and TRAPPER waives and releases any and all claims or rights against DIVISION with respect thereto.
- 9. TERMINATION OF CONTRACT.** TRAPPER agrees that if he/she fails to observe or perform any of the conditions or covenants on its part to be observed or performed, or if TRAPPER knowingly permits any unlawful acts to be carried out within the contracted unit, then DIVISION shall have the right to terminate the Contract. If TRAPPER is found guilty of any violations of statutes or regulations under Chapters 1-13 of Title 7 of the Delaware Code, the Contract will be terminated. If DIVISION terminates this Permit while TRAPPER has traps in the field, the DIVISION agrees not to take possession of any traps for 48 hours from the time of contract termination. After 48 hours, all traps become the property of the DIVISION. Any animals taken during the 48 hour period will remain the property of the TRAPPER.

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

- 10. NOTICES.** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as per Paragraph 1 of Contract. Upon written notice from a Party, or a successor in interest, to the other Party hereto, any such notice, demand or other written communication shall be given to that Party or successor at the address indicated in such notice. TRAPPER must notify DIVISION of all assistants who will be working under this contract (Appendix 2).
- 11. WAIVER OF BREACH.** The waiver or acceptance by DIVISION of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any continuing or subsequent breach of the same or any other term, covenant or condition herein contained. All waivers or acceptances must be in writing.
- 12. LEGAL COSTS AND EXPENSES.** TRAPPER shall pay and discharge all costs, attorneys' fees and expenses arising from enforcing any covenant or forfeiture hereof.
- 13. INSURANCE.** TRAPPER 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. TRAPPER must carry the following coverage depending on the type of service or product being delivered:
- a. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate,
- and**
- b. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate;
- or**
- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate,
- or**
- d. Product Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate,
- and**
- e. 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,

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

and

- f. TRAPPER shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The TRAPPER is an independent contractor and is not an employee of the State of Delaware.
- g. TRAPPER must carry (A), (E), and (F), and at least one of (B), (C), or (D), depending on the type of service or product being delivered.

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

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

IN WITNESS WHEREOF, this contract has been executed by the Parties hereto as of the day and year above written.

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

By: _____

Witness

David E. Saveikis
Director

Date

Date

By: _____

Witness

Trapper Signature

Date

Date

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

Exhibit 3

TRAPPING CONTRACT BID OFFER FORM

BID DUE: August 28, 2017, 12:00 p.m. EST local time

TO: Delaware Division of Fish & Wildlife
Attn: Emily Boyd
6180 Hay Point Landing Rd
Smyrna, DE 19977

TRAPPING CONTRACT FOR: Nuisance Beaver Trapping Unit (North, South, or Both) : _____

The undersigned, representing that he/she received a Bid Packet, read the Instructions to Bidders, reviewed the map of lands subject to contract (Exhibits 1), reviewed the trapping contract (Exhibit 2) and had the opportunity to visit the land subject to the contract, hereby makes the following bid offer to contract for the 2016-17 trapping season per terms of the unit contract.

Reimbursement for mileage will only occur for miles that were incurred within the Nuisance Beaver Control Unit and will not exceed a reimbursement rate of \$0.40/mile.

Nuisance Beaver Control Unit (North or South): _____ \$ _____ /hour

*If bidding on the second unit, please provide a second hourly rate for that unit below.

2nd Nuisance Beaver Control Unit (North or South): _____ \$ _____ /hour

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

PRINT NAME OF BIDDER _____

SIGNATURE OF BIDDER _____

ADDRESS OF BIDDER _____

PHONE NUMBER _____

Appendix 1

Bi-Monthly Harvest Report Submitted for Payment

Trapper Name:
Nuisance Beaver Unit:
Date:

of Properties where Nuisance Beavers were managed: _____

of Nuisance Beavers removed: _____

Miles travelled within Nuisance Beaver Control Unit: _____

Hours spent within Unit conducting Nuisance Beaver Control: _____

Information for properties visited

Owner Name:
Owner Address:
Owner Phone #:
Hours spent per property:
Total # of beavers removed:

Owner Name:
Owner Address:
Owner Phone #:
Hours spent per property:
Total # of beavers removed:

Owner Name:
Owner Address:
Owner Phone #:
Hours spent per property:
Total # of beavers removed:

Owner Name:
Owner Address:
Owner Phone #:
Hours spent per property:
Total # of beavers removed:

Owner Name:
Owner Address:
Owner Phone #:
Hours spent per property:
Total # of beavers removed:



Division of Fish & Wildlife Vehicle Usage Mileage and Timesheet for Nuisance Beaver Control

Beaver Control Unit: _____

Month/Year: _____

Day	Project/Property	Start	End	Total	Hours	Initials	Day	Project/Property	Start	End	Total	Hours	Initials
1							1						
2							2						
3							3						
4							4						
5							5						
6							6						
7							7						
8							8						
9							9						
10							10						
11							11						
12							12						
13							13						
14							14						
15							15						
16							16						
17							17						
18							18						
19							19						
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21							21						
22							22						
23							23						
24							24						
25							25						
26							26						
27							27						
28							28						
29							29						
30							30						
31							31						

**Vehicle Usage
Summary**

Unit:	
Total Mileage:	

Employee Signature

DFW Sign Off (Signature)

Employee Name (Print)

DFW Sign Name (Print)

STATE OF DELAWARE
Delaware Division of Fish & Wildlife

Appendix 2

ADDITIONAL AUTHORIZATIONS

I hereby authorize the following individuals to trap/assist in trapping under this permit:

- | | | |
|------------------|------------------|---------------------------------|
| 1) _____
Name | _____
Phone # | _____
Trapping license #/LEN |
| 2) _____
Name | _____
Phone # | _____
Trapping license #/LEN |
| 3) _____
Name | _____
Phone # | _____
Trapping license #/LEN |
| 4) _____
Name | _____
Phone # | _____
Trapping license #/LEN |
| 5) _____
Name | _____
Phone # | _____
Trapping license #/LEN |