



State of Delaware

Wildlife Area Trapping Permits

Invitation to Bid

Contract Number NAT-26-001_TRAPPERMIT

September 8, 2026

**- Deadline to Respond -
October 8, 2026
10:00 A.M. EDT**

CONTRACT NUMBER NAT-26-001

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for NAT-26-001_TRAPPERMIT. The invitation consists of the following:

- I. DEFINITIONS and GENERAL PROVISIONS
 - A – GENERAL PROVISIONS
 - B – AWARD AND EXECUTION OF CONTRACT
 - C – GENERAL AUTHORITY
 - D – EQUAL OPPORTUNITY
- II. SPECIAL PROVISIONS
- III. TECHNICAL SPECIFICATIONS
 - a. SPECIFICATIONS AND PERMIT REQUIREMENTS FOR TRAPPING LANDS WITH THE DELAWARE DIVISION OF FISH AND WILDLIFE
 - b. EXHIBITS
 - A. EXHIBIT 1 - AERIAL MAPS OF UNITS AVAILABLE FOR BIDS
 - B. EXHIBIT 2 – 2026 TRAPPING BID REMINDERS
 - C. EXHIBIT 3 – DESCRIPTION OF TRAPPING UNITS AVAILABLE FOR BID/ MINIMUM BIDS
 - D. EXHIBIT 4 – PREVIOUS YEAR'S (2025) WINNING BID AMOUNTS
 - E. EXHIBIT 5 – DRAFT TRAPPING PERMIT
 - BID QUOTATION REPLY SECTION

SAMPLE REPORTS

- 1 – MONTHLY USAGE REPORT SAMPLE
- 2 – SUBCONTRACTING (2ND TIER) QUARTERLY REPORTING SAMPLE

ATTACHMENTS

- 1 – BID REPLY REQUIREMENTS
- 2 – TRAPPING PERMIT BID OFFER
- 3 – NO BID REPLY FORM
- 4 – NON-COLLUSION STATEMENT AND ACCEPTANCE
- 5 – CONFIDENTIALITY FORM
- 6 – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION
- 7 – PERFORMANCE BOND
- 8 – BID BOND

APPENDIX A – PUBLIC LAND TRAPPING HARVEST REPORT

APPENDIX B – ADDITIONAL AUTHORIZATIONS

Both appendixes are made part of this solicitation and are available for download at the following site:

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

To be considered, all Bids must be submitted as outlined in this ITB. The State reserves the right to reject any Bid that is determined to be non-responsive or non-conforming.

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 Joe Kessler at joseph.kessler@delaware.gov

DNREC – Division of Fish and Wildlife

I. 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 the 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: 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.

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

BIDDER'S DEPOSIT: The security designated in the Bid 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.

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.

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.

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.

ITB: Invitation to Bid.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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. BID 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

The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the Bid 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.

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 Bid 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 Bid shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. KEY ITB DATES/MILESTONES

The following dates and milestones apply to this ITB and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid Bid and award process.

Activity	Due Date
ITB Availability to Vendors	September 8, 2026
Written Questions Due No Later Than (NLT)	September 20, 2026
Written Answers Due/Posted to Website NLT	October 1, 2026
Bids Due NLT	October 8, 2026, 10:00am local time
Public Bid Opening	October 8, 2026, 10:00am local time
Contract Award	Will occur within 30 days of bid opening

7. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Invitation to Bid.

All questions with regard to the interpretation of this Invitation must be received in writing by September 20, 2026. All questions will be answered in writing by October 1, 2026 and posted on <https://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this Invitation to Bid where applicable. Oral explanations or instructions will not be binding.

8. PREPARATION OF BID

- a. **The bidder's Bid shall be written in ink or typewritten** on the form provided.
- b. 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 Bid shall show a total bid price for each item bid and the total bid price of the Bid excluding zero quantity items.

9. 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.

All prices must be quoted in U.S. Dollars.

10. DISCOUNT

No qualifying letter or statements in or attached to the Bid, 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).

11. 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.

12. BID GUARANTY; BID BOND

Unless Bid Bond has been waived as noted in the Special Provisions, each bidder shall submit with its Bid a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).

Each vendor shall furnish a bond to the State of Delaware for the benefit of **Division of Fish and Wildlife** in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. A certified check made out to the State of Delaware, **Division of Fish and Wildlife** in an amount equal to 10% of the respective proposed value may be submitted in lieu of a Bid bond.

13. ITB DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Joe Kessler
Division of Fish and Wildlife
6180 Hay Point Landing Road, Smyrna, DE 19977
joseph.kessler@delaware.gov**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

14. DELIVERY OF BIDS

Bids 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. 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. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE
ATTN: Dana Patone
Division of Fish and Wildlife
89 Kings Highway
Dover, DE 19901**

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

15. WITHDRAWAL OF BIDS

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

16. PUBLIC OPENING OF BIDS

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.

17. PUBLIC INSPECTION OF BIDS

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.

18. 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 Bid or Bids:

- 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 suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are 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.
- g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

19. ADDENDA TO THE INVITATION TO BID (ITB)

If it becomes necessary to revise any part of this ITB, revisions will be posted at <https://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.

20. LOBBYING AND GRATUITIES

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their Bid immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage, or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

21. SOLICITATION OF STATE EMPLOYEES

Until contract award, vendors shall not, directly, or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's Bid.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

22. INDEPENDENT CONTRACTORS

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations, or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

23. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer, or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

24. WORK PERFORMED IN A STATE BUILDING

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS

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

4. EXECUTION OF CONTRACT

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.

If the successful bidder fails to execute the required contract and performance bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its Bid 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 PERFORMANCE BOND

Unless Performance Bond has been waived as noted in the Special Provisions, successful bidders shall furnish a Performance 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. Performance Bonds are not required at the time of bid submission.

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 Division of Fish and Wildlife.

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 Division of Fish and Wildlife 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 on a month-to-month basis for a period of up to three months.

11. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

SECTION C – GENERAL AUTHORITY

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. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

4. 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.

5. 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.

6. 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.

7. TAX EXEMPTION

- a. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/pub/irs-pdf/p510.pdf> . Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. 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 Bid 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.

8. 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.

9. BID EVALUATION AND AWARD

The Division of Fish and Wildlife 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 Division of Fish and Wildlife in making judgment. In case of error in price extension, the unit price(s) shall prevail.

10. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders 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.

11. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

12. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

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, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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. During the performance of this contract, the contractor agrees as follows:

1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions, or privileges of

employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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.

II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

This contract will be issued to cover the Wildlife Area Trapping requirements for the Division of Fish and Wildlife.

2. AGENCY USE CONTRACT

Pursuant to 29 Del. C. § 6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

3. CONTRACT PERIOD

Each vendor's contract shall be valid for from December 1, 2026 through March 20, 2027. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Division of Fish and Wildlife. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. PRICES

Prices shall remain firm for the term of the contract. All prices shall be quoted in U.S. Dollars.

Vendors are not restricted from offering lower pricing at any time during the contract term.

5. BID SUBMISSION REQUIREMENTS & FORMAT

Bids are to be submitted: [Paper]

Bidders shall submit their Bid in the format specified above. Failure to submit a Bid in the required format or through the required submission method may result in the Bid being deemed non-responsive.

All bids are to be sent/submitted to the State of Delaware and received no later than 10:00 AM (Local Time) on October 8, 2026.

The proposing vendor bears the risk of delays in delivery, regardless of format requirement.

Upon receipt of vendor bid, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this ITB. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this ITB.

Paper copies are required, each Bid must be submitted with one paper copy. One paper copy shall be marked "Master Copy" and shall contain original signatures in all locations requiring a vendor signature. Any additional paper copies do not require original signatures unless otherwise specified by the State. An electronic copy, on USB, must be included with the paper submission.

The Bids may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Dana Patone
Division of Fish and Wildlife

89 Kings Highway
Dover, DE, 19901

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. NAT-26-001” on the outside of the bid submission package.

6. 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. State of Delaware terms will take precedence.

7. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

8. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

9. PRICE ADJUSTMENT

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 term period, the Division of Fish and Wildlife shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

If agreement is reached to extend this contract beyond the initial contract term, Division of Fish and Wildlife shall have the option of offering a determined price adjustment that shall not exceed available wage rates as determined by the Department of Labor regarding prevailing wage as determined.

10. SHIPPING TERMS

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

11. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the Bid 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. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

Prior contract utilization may be viewed on the Delaware Open Data Portal <https://data.delaware.gov/>. The Government and Finance data sets provide Central Contract Line Item Spend by Fiscal Year among several additional data products. Past usage shall not be considered a guaranteed future volume.

12. ELECTRONIC CATALOG

At the discretion of Division of Fish and Wildlife, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

13. FUNDING OUT

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

14. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

15. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

16. BASIS OF AWARD

Division of Fish and Wildlife shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Division of Fish and Wildlife reserves the right to reject any or all bids in whole or in 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, pursuant to 29 *Del. C.* § 6926.

17. INDEMNIFICATION

a. General Indemnification

By submitting a Bid, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

18. 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.

19. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with Special Provisions, Item labeled "TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. 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.

20. FORCE MAJEURE; APPLICABILITY

Neither the Vendor nor the State shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- a) Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

- b) Diseases, plagues, quarantine, epidemics or pandemics;
- c) Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or
- d) The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

21. 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.

22. EXCEPTIONS

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

23. MANDATORY USAGE REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to dana.patone@delaware.gov with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future Bids.

Reporting is required by Executive Order.

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data

elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's contract manager on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contracts spend during the covered periods shall result in a report even if the contract has expired by the report due date.

24. 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, email, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

25. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **NAT-26-001** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

26. BILLING

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

27. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by Purchase Card (PCard), Single Use Account (SUA), and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

28. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid Bid unless specific approval is given by Division of Fish and Wildlife to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

29. OPPORTUNITY BUYS

The Director for Division of Fish and Wildlife can waive use of an agency contract pursuant to 29 *Del. C.* § 6911(d). 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 contract. The Director

will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

30. 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, Division of Fish and Wildlife.

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

31. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor’s Bid by completing Attachment 4, and are subject the approval and acceptance of Division of Fish and Wildlife.

32. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor 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 equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 4 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 4 must be approved in writing by the State.

33. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 *Del. C.* [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 *Del. C.* [§ 711\(g\)](#) for applicable established provisions.

34. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

Delaware Sex Offender Central Registry at:

<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract but may provide support or off-site premises service for contract vendors. Should an individual be identified, and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

35. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 Del. C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del. C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

36. LIFE CYCLE COSTING

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment

37. MINIMUM WAGE RATES

The Delaware Department of Labor has determined that work under this central contract is subject to prevailing wage.

38. PREVAILING WAGE

The prevailing wage law, 29 Del.C.[§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation,

rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

The Department of Labor has determined that awarded contract is subject to prevailing wage. The Department of Labor Prevailing Wage sheet for work performed under this central contract is attached. The Vendor is required to conform with this determination and rate sheet.

39. ENVIRONMENTAL PROCUREMENT PRODUCTS

- 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 Division of Fish and Wildlife 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:
[Environmentally Preferred Purchasing Policy](#)

40. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (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 Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor 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 Agency.

b. Termination for Convenience

The Agency may terminate the P.O. 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

41. DISPUTE RESOLUTION

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

42. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 45 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

43. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by Division of Fish and Wildlife.

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof, at least thirty (30) 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 Vendor under this Contract shall, at the option of the State, become its property, and the Vendor 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.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. Termination for Convenience

The State may terminate this 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

44. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

45. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

46. 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.

47. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

48. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

49. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

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

50. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

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

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

51. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Bid (Attachment 4) 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.

52. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- 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 contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If the ordering agency cannot resolve with the Contractor in a reasonable amount of time, the matter should be escalated to the state representative managing the contract.

53. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's Bid will be treated as confidential during the evaluation process. As such, vendor Bids will not be available for review by anyone other than the State of Delaware/Bid Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information until a fully executed contract is received, unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a once a fully executed contracts is received, the content of all vendor Bids are subject to FOIA's public disclosure obligations and exemptions.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Bids must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their Bid without including confidential business information, they must adhere to the following procedure or their Bid may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their Bid as confidential business information.

Vendor(s) may submit portions of a Bid considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific ITB number. The envelope must contain a letter from the Vendor's legal counsel 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, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a Bid 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. A vendor's allegation

as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a Bid or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a Bid may enter the public domain.

54. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

III. TECHNICAL SPECIFICATIONS

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

The State of Delaware will permit fur trapping on a unit basis on the following State Wildlife Areas: C&D Canal (3 units), Augustine (5 units), Cedar Swamp (3 units), Eagles Nest (1 unit), Woodland Beach (4 units), Little Creek (4 units), Ted Harvey (3 units), Milford Neck (2 units), Marshy Hope (1 unit), Assawoman (1 unit).

TERM OF PERMIT:

This Permit will be for the 2026-27 trapping season running from December 1- March 20. **Species specific seasons apply.** Some unit permits will not cover the entire season due to conflicts with other activities on the unit. See Exhibit 2 for exceptions.

ACREAGE:

Maps of each unit are found in Exhibit 1. Units that are designated and offered for permit by the Division of Fish and Wildlife along with minimum bids are found in Exhibit 3.

LAND USAGE:

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

ASSIGNMENT OF PERMIT:

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

SECURITY:

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

BINDING:

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

CONDITIONS:

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

- 1) The Division reserves the right to reject any or all bids. Bids not meeting the minimum fee for the unit will be rejected.
- 2) Trappers will supply all labor, materials and other necessities to trap.
- 3) Trappers may not set traps on roads or travel ways due to other recreational activities allowed on these lands.
- 4) Use of off-road vehicles (ATV's, dirt bikes) are prohibited. The Island Road at the Woodland Beach Wildlife Area will be closed to vehicular traffic.
- 5) Trappers must return the harvest report included in the contract indicating the number of animals taken from each unit to the Delaware Division of Fish and Wildlife by April 15, 2027. Failure to return the report will result in forfeiture of future bidding rights for trapping. Harvest information collected is considered confidential and will only be used for management purposes.
- 6) Trappers may only set traps to take muskrats, otter, beaver and raccoons, except within areas designated to allow upland trapping for species permitted as per Delaware law.
- 7) All traps must be marked with identification as per Title 7 of the Delaware Code.
- 8) Trapping units are defined as those individual parcels designated to be open for trapping contracts by the Division as specified on wildlife area maps.
- 9) Upland trapping will be permitted on designated areas from Tuesday, December 1 – Friday, December 11. Traps must be closed/removed on Friday, December 11 by dusk and may be reopened/reset on Monday, December 14 at dawn so as to avoid conflicts with the opening weekend of the antlerless deer season.
- 10) Foot encapsulating traps (Coon cuffs, etc) will be permitted on all areas, including uplands, throughout the raccoon trapping season, however traps may not be set or tended on any Saturday open to deer firearms hunting. 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.
- 11) No coil spring traps with a jaw spread exceeding 4 inches or long-spring traps with a jaw spread exceeding 4 ½ inches may be used during the waterfowl season.

12) No person under the age of 18 may enter into a contract with the Division without an adult co-signer.

13) Trappers are responsible for patrolling their own units. The Division does not insure against trespassing. If you suspect someone is trespassing on your unit, please contact your local Fish and Wildlife Enforcement Agent.

14) In addition to muskrat trapping, raccoon, river otter and beaver trapping will be allowed on all permits. **Trappers must follow all state statutes and regulations.** Prior to submitting a bid, check with the appropriate Regional Fish and Wildlife Manager for any local restrictions regarding these animals. In Sussex County call (302) 537-3217, Kent County (302) 284-4795, and New Castle County (302) 834-8433.

15) TRAPPER agrees to follow best management practices and to abide by all trapping statutes and regulations as found in Title 7 of the Delaware Code <http://delcode.delaware.gov/title7/index.shtml>.

HOLD HARMLESS:

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

TERMINATION FOR CONVENIENCE:

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

TERMINATION FOR CAUSE:

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

Exhibit 1 – AERIAL MAPS OF UNITS AVAILABLE FOR BIDS

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

Exhibit 1

Exhibit 2 - 2026 TRAPPING BID REMINDERS

- 1) Due to ongoing Army Corp of Engineers dredging activities, the Division has closed several units along the C&D Canal (Units 1 and 6, as well as the portion of Unit 2 located east of the Biddles Point) to hunting and trapping. We anticipate that these units will be reopened once the Corps activities are completed.
- 2) Trappers holding permits with the Division of Fish and Wildlife will not be required to purchase a Conservation Access Pass (CAP) in order to trap on State Wildlife Areas. In lieu of a CAP, trappers holding permits will be issued a letter permit that must be displayed on the dashboard of the vehicle being used while trapping on State Wildlife Areas. This permit is only valid during the open trapping season, is non-transferable and can only be used while engaged in legal trapping activities. All trapping assistants officially listed on Appendix 2. Additional Authorizations will be required to have and display their own permit if using a vehicle other than that of the primary permit holder.
- 3) All trapping units open for bid will be open to a two-week upland trapping period. Upland trapping will be permitted from Tuesday, December 1 – Friday, December 11.
- 4) Augustine Unit 4: The portion located outside of the Lang Impoundment will be open for trapping throughout the entire trapping season while the area inside the impoundment will only be open after the close of duck season.
- 5) Many areas that were seasonally restricted to prohibit trapping until after duck season will again be open for the entire trapping season. **Only the units containing impoundments at Augustine (Unit 4, see restrictions above), Little Creek (Unit 3, 4), and Ted Harvey (Unit 1) are still restricted to marsh trapping only after duck season. Upland trapping is permitted on all of these units during the two-week period as described in item #4 above.**
- 6) Foot encapsulating traps (Coon cuffs, etc) will be permitted on all bid areas, including uplands, throughout the raccoon trapping season, however traps may not be set or tended on any Saturday or Sunday open to deer firearms hunting. 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.
- 7) A mandatory harvest report is included as part of the permit. **Failure to return this report, COMPLETED ACCURATELY AND IN ITS ENTIRETY, by the due date will result in forfeiture of bidding rights for the following trapping season. This rule will be strictly enforced as accurate harvest data is a critical tool for making management decisions.**
- 8) All persons trapping or assisting under a given permit must be listed on the permit (Appendix 2). This includes family members, trapping assistants, sub-contractors, etc. Names of additional trappers can be added to the permit by contacting Joe Kessler at (302) 223-2447.

Exhibit 3 – Description of State Wildlife Areas Available for 2026-2027 Trapping Permits

Notice: Units marked with a single asterisk (*) are not open for trapping until the day following the close of the last split of the duck season.

C&D CANAL CONSERVATION AREA		Minimum Acceptable Bid
Unit 2	Route 9 to Route 13 north of C&D Canal (Portion Closed)	\$25.00
Unit 3	Route 13 to Railroad Bridge north of C&D Canal	\$50.00
Units 4 & 5 (Bid as one unit)	Railroad Bridge to Route 896 north of C&D Canal (excluding Lum's Pond State Park); Route 896 to Maryland line north of C&D Canal; Route 13 to Maryland line south of C&D Canal	\$25.00

AUGUSTINE WILDLIFE AREA		Minimum Acceptable Bid
Unit 1	South of Silver Run	\$50.00
Unit 2	North of Silver Run to the McDonough Bayview Beach Rd	\$50.00
Unit 4*	Port Penn to Old St. Georges Creek (Lang Impoundment is not open for trapping until the day following the close of the last split of the duck season.)	\$50.00
Unit 5	St. Georges Creek to C&D Canal	\$50.00
Unit 6	Green Tract	\$50.00

CEDAR SWAMP WILDLIFE AREA		Minimum Acceptable Bid
Unit 1	Cedar Swamp marsh from Delaware Wild Lands property to Collins Beach	\$100.00
Unit 2	Marshes adjoining the Smyrna River and adjoining the bay from the Smyrna River Jetty to Collins Beach	\$100.00
Unit 4	Rocks Tract, east of Staves Landing Road	\$25.00

EAGLES NEST WILDLIFE AREA		Minimum Acceptable Bid
Unit 3	Bell Tract, west of Walker School Road (formerly Cedar Swamp Unit 3)	\$50.00

WOODLAND BEACH WILDLIFE AREA		Minimum Acceptable Bid
Unit 1	South of the Island road to Taylor's Gut (No access to trapping area via the "Island Road")	\$100.00
Unit 2	North of Route 6 to Taylor's Gut (Refuge areas are closed to trapping; no access to trapping areas via the tower parking lot, residence, or refuges)	\$100.00
Unit 3	South of Route 6	\$100.00
Unit 4	Lands south of the Smyrna River on both sides of Route 9 to the "Island Road"	\$100.00

LITTLE CREEK WILDLIFE AREA		Minimum Acceptable Bid
Units 1 & 2 (Bid as one unit)	North Little Creek (Davey Crockett); DeMarie Tract - No mans land north of Mahon Road to Marshtown Road	\$25.00
Unit 3*	South of Mahon Road to Little River (Season Restricted) ATTENTION TRAPPERS: Impoundment may be drawn down and reflooded during the hunting/trapping season.	\$50.00
Unit 4*	Little River to Pickering Beach Road (Season Restricted) ATTENTION TRAPPERS: Impoundment may be drawn down and reflooded during the hunting/trapping season.	\$50.00
Unit 5	South of Pickering Beach Road to Lewis Ditch	\$25.00

TED HARVEY CONSERVATION AREA		Minimum Acceptable Bid
Unit 1*	Logan Lane Tract (Season Restricted) ATTENTION TRAPPERS: Impoundment may be drawn down and reflooded during the hunting/trapping season.	\$50.00
Unit 2	"Roberts" Tract on St. Jones River (near Lebanon)	\$50.00
Unit 3	"Buckaloo" Tract	\$25.00

MILFORD NECK WILDLIFE AREA		Minimum Acceptable Bid
Unit 1	Marshes adjoining the Mispillion River on the former Masten property.	\$50.00
Unit 4	Murderkill Marsh adjoining Kent County sewer plant, Hall and Holleger properties.	\$50.00

MARSHY HOPE WILDLIFE AREA		Minimum Acceptable Bid
Unit 1	Marshes along the Marshy Hope Tax Ditch	\$50.00

ASSAWOMAN WILDLIFE AREA		Minimum Acceptable Bid
Unit 1	The entire Assawoman Wildlife area including the Piney Point Tract but excluding the Okie Preserve	\$50.00

Exhibit 4 – Previous Year's (2025) Winning Bids

AREA	UNIT #	TOTAL BID
Assawoman Wildlife Area	1	\$65.65
Augustine Wildlife Area	1	\$120.00
Augustine Wildlife Area	2	\$120.00
Augustine Wildlife Area	4	\$755.00
Augustine Wildlife Area	5	\$245.00
Augustine Wildlife Area	6	\$225.00
C&D Canal Conservation Area	2	\$100.00
C&D Canal Conservation Area	3	\$400.00
C&D Canal Conservation Area	4&5	\$400.00
Cedar Swamp Wildlife Area	1	NO BID
Cedar Swamp Wildlife Area	2	\$207.25
Cedar Swamp Wildlife Area	4	\$111.00
Eagle's Nest Wildlife Area	3	NO BID
Little Creek Wildlife Area	1 and 2	NO BID
Little Creek Wildlife Area	3	NO BID
Little Creek Wildlife Area	4	\$70.00
Little Creek Wildlife Area	5	NO BID
Marshy Hope	1	NO BID
Milford Neck Wildlife Area	1	\$51.00
Milford Neck Wildlife Area	4	\$586.51
Ted Harvey Conservation Area	1	\$51.26
Ted Harvey Conservation Area	2	\$285.51
Ted Harvey Conservation Area	3	\$30.00
Woodland Beach Wildlife Area	2	\$112.00
Woodland Beach Wildlife Area	3	\$331.02
Woodland Beach Wildlife Area	4	\$357.25

Exhibit 5 – Draft Trapping Permit

CONTRACT # NAT-26-001 TRAPPERMIT DRAFT
**Insert Wildlife Area and Unit TRAPPING
PERMIT**

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

AND

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

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

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

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

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

- 2. TERM OF PERMIT.** The term of this permit shall be for the segment of the 2026-27 fur trapping season beginning **(insert date)** and ending **(insert date)**.
- 3. PERMIT FEE.** TRAPPER shall pay DIVISION a permit fee of **(amount)** Dollars (\$).
- 4. USE OF PERMITTED LAND.** The permitted land may only be used for fur trapping. TRAPPER agrees to follow best management practices and to abide by all trapping statutes and regulations as found in Title 7 of the Delaware Code, as well as **species-specific seasons**. More information can be found in the 2026-27 Delaware Hunting and Trapping guide, as well as in PDF form at this link: [DE Hunting/Trapping Guide](#)
- 5. REPORTING.** TRAPPER will submit by April 15, 2027 the harvest report documenting all animals taken under this permit (Appendix 1).

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

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

- 12) **LEGAL COSTS AND EXPENSES.** TRAPPER shall pay and discharge all costs, attorneys' fees and expenses arising from enforcing any covenant or forfeiture hereof.
- 13) **RULES AND REGULATIONS.** The rules and regulations contained in this permit as well as such reasonable rules and regulations as may be hereafter adopted by DIVISION for the safety, care and protection of its permitted lands and the preservation of good order thereon, are hereby expressly made a part hereof, and TRAPPER agrees to adhere to all such rules and regulations, after notice of same.
- 14) **REMEDIES.** It is understood and agreed that the remedies herein given to DIVISION shall be cumulative, and the exercise of any one remedy by DIVISION shall not be to the exclusion of any other remedy.
- 15) **BINDING AGREEMENT.** The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the Parties hereto; and all of the Parties hereto shall be jointly and severally liable hereunder. This Permit shall not be interpreted as a waiver of the sovereign immunity of DIVISION.
- 16) **TIME.** Time is of the essence of this Permit.
- 17) **LAW.** This Permit shall be construed and interpreted in accordance with the laws of the State of Delaware.
- 18) **ENTIRE CONTRACT.** This instrument contains the entire agreement of the Parties and supersedes, cancels, and revokes any and all other agreements between the Parties relating to the subject matter of this Contract. There are no representations or warranties, either oral or written, except those contained in this contract. This contract may be modified only by an amendment in writing signed by both Parties.
- 19) **SEVERABILITY.** If any portion of this contract shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected and this contract shall remain in full force and effect as if it had been executed with the invalid portion omitted.
- 20) **SPECIAL CONDITIONS.** Trappers holding permits with the Division of Fish and Wildlife will not be required to purchase a Conservation Access Pass (CAP) in order to trap on State Wildlife Areas. In lieu of a CAP, trappers holding permits will be issued a letter permit that must be displayed on the dashboard of the vehicle being used while trapping on State Wildlife Areas. This permit is only valid during the open trapping season, is non-transferable and can only be used while engaged in legal trapping activities. All trapping assistants officially listed on Appendix 2. Additional Authorizations will be required to have and display their own permit if using a vehicle other than that of the primary permit holder.

SIGNATURE PAGE TO FOLLOW

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 and Wildlife

Witness

Date

Witness

Date

By: _____
Patrick J. Emory
Director

Date

By: _____
Trapper Signature

Date

IV. BID QUOTATION REPLY SECTION

Contract Number NAT-26-001

Wildlife Area Trapping Permits

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Division of Fish and Wildlife by October 8, 2026 at 10:00am (Local Time) at which time bids will be opened.

Bids shall be submitted to:

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

PUBLIC BID OPENINGS

The public bid opening ensures the citizens of Delaware that contracts are being bid 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 bidders(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 WILL BE READ AT THE BID OPENING

[illegible]

45

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required		Requested detail								
<u>Vend or Name</u> *	<u>Vend or Tax ID</u> *	<u>Contra ct Name/ Numbe r</u> *	<u>Vend or Conta ct Name</u> *	<u>Vend or Conta ct Phon e</u> *	<u>Repo rt Start Date</u> *	<u>Repo rt End Date</u> *	<u>Amount Paid to Subcontrac tor</u> *	<u>Work Performed by Subcontra ctor UNSPSC</u>	<u>M/WB E Certifyi ng Agency</u>	<u>Veteran/Ser vice Disabled Veteran Certifying Agency</u>	<u>2nd tier Suppli er Name</u>	<u>2nd tier Suppli er Addre ss</u>	<u>2nd tier Suppli er Phone Numb er</u>	<u>2nd tier Suppli er email</u>	<u>Descript ion of Work Perform ed</u>	<u>2nd tier Suppli er Tax Id</u>	<u>Dat e Pai d</u>

Note:

Completed reports shall be saved in an Excel format, and submitted to the following email address: osd@delaware.gov. The form can be located at [Office of Supplier Diversity - Division of Small Business - State of Delaware](#), bottom of the page 'Services and Information' section, 'Subcontractor Reporting Form'.

BID REPLY REQUIREMENTS

The response should contain at a minimum the following information:

1. One (1) paper copy of the bid response paperwork (Attachment 2 or 3).

See Exhibit 4 for pricing information.

Vendors MUST provide copies of all pricing spreadsheet tabs.

2. One (1) complete, signed and notarized copy of the non-collusion agreement (Attachment 4).

MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK

3. One (1) completed Confidential Information form (Attachment 5) – please check box if no information provided will be considered confidential or proprietary. Form must be included.

The items listed above provide the basis for evaluating each vendor's Bid. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or Bid, please make note in your submission package.

TRAPPING PERMIT BID OFFER FORM**BID DUE: October 8, 2026, 10:00 A.M. EDT local time**

TO: Delaware Division of Fish and
Wildlife Attn: Danielle Patone
89 Kings Highway
Dover, DE 19901

TRAPPING PERMIT FOR:

Wildlife Area: _____ Unit No.: _____

The undersigned, representing that he/she received a Bid Packet, read the Instructions to Bidders, reviewed the map of lands subject to permit (Exhibits 1), reviewed the list of unit descriptions, minimum bid and season length restrictions sheet (Exhibit 2), reviewed the trapping contract (Exhibit 3) and had the opportunity to visit the land subject to the permit, hereby makes the following bid offer to permit the above-referenced lands for the 2026-27 trapping season per terms of the unit contract.

\$ _____

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

Bid Security = \$ _____

For a successful bid, the Bid Security shall be applied to the total permit fee upon execution of the trapping permit contract. The remaining seventy five percent (75%) shall be due on or before **November 8, 2026**. Failure of such payment in full will result in forfeiture of the Bid Security and cancellation of the awarded permit.

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

PRINT NAME OF BIDDER _____

SIGNATURE OF BIDDER _____

ADDRESS OF BIDDER _____

PHONE NUMBER _____

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

NO BID REPLY FORM

Contract Number NAT-26-001

Contract Title: Wildlife Area Trapping Permits

To assist us in obtaining good competition on our Invitation to 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 Invitation to 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

PLEASE FORWARD NO BID REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT Number: NAT-26-001**TITLE: Wildlife Area Trapping Permits****DEADLINE TO RESPOND: October 8, 2026****Non-Collusion Statement**

This is to certify that the undersigned Vendor 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 solicitation, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a bid/proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Division of Fish and Wildlife.

It is agreed by the undersigned Vendor that the signed submission of this bid/proposal represents, subject to any express exceptions set forth on the Exception form, the Vendor's acceptance of the terms and conditions of this solicitation 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, Division of Fish and Wildlife.

Company Name	
DBA (if applicable)	
Name of Authorized Representative	
Title	
Phone Number	
Email Address	

Company Address	
Phone Number	
Email Address	
Tax ID Number	
Diverse Vendor Self-Identification	
State Certified	
If yes, which State(s)	
Federal Certified	

AFFIRMATION: Within the past five (5) 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?
 _____ If yes, explain: _____

THIS PAGE SHALL BE SIGNED AND NOTARIZED (NOTARY SEAL MUST BE VISIBLE) FOR YOUR BID/PROPOSAL TO BE CONSIDERED.

Authorized Representative**Notary**

--	--

CONFIDENTIALITY FORMContract Number: **NAT-26-001**Contract Title: **Wildlife Area Trapping Permits**

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 *Del. C. Ch.* 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.



The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
[Office of Supplier Diversity Certification Application Portal](#)

For more information, please send an email to OSD:
osd@delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: osd@delaware.gov

Web site: <https://business.delaware.gov/osd/>

*Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.



BOND HAS BEEN WAIVED

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract Number _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Witness

Name

Title

Date

Company Name

Company Address

SURETY

Witness

Name

Title

Bid Bond

BOND HAS BEEN WAIVED
BOND TO ACCOMPANY BID
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract Number _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well (hereinafter referred to as Agency) and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain Bid to enter into a certain contract to be known as Contract Number _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract Number _____, and if said _____ shall well and truly enter into and execute said Contract Number _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said Bid, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

_____ (Seal)
Name of Surety

_____ (Seal)

Title

Appendix 1: 2026-27 Public Land Trapping Harvest Report

Please report only animals harvested under your Wildlife Area Trapping Permit. Do not include animals trapped elsewhere.

Trapper Name: _____ Area Trapped: _____ Unit #: _____

		SPECIES TRAPPED											
	Ex.	Muskrat	Raccoon	Red Fox	Gray Fox	Beaver	Coyote	Opossum	Skunk	Otter	Mink	Weasel	Nutria
Total # Harvested*	12												
# Days Trapped**	14												
Average # Traps Set Daily	20												

* Do not include animals that were trapped and released alive.

** Log must be returned even if you did not trap. Please enter "0" in # Days Trapped row.

TYPE OF TRAP USED (Check All That Apply)

Body Gripping (Conibear, etc.)

Foot Encapsulating (Coon cuff, etc.)

Aquatic Foothold

Upland Foothold

Cable Restraint

Box / Live Trap

Other (Please list)

Failure to Accurately Complete Return this Report WILL RESULT in Forfeiture of Bidding Rights for the Following Trapping Season.

RETURN REPORT BY April 15, 2027 to:

DNREC - Division of Fish and Wildlife

Attn: Joe Kessler

6180 Hay Point Landing Rd.

Smyrna, DE 19977

Appendix 2: Additional Authorizations

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

1) _____

2) _____

3) _____

4) _____

5) _____