



Request for Proposal 08-X-39913

For: Aircraft Rental Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	4/15/08	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	4/30/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p>Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)</p>	<p>Status</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By

State of New Jersey
Department of the Treasury
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Division of Purchase and Property
NJ Department of Environmental Protection

Date: March 26, 2008

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Environmental Protection and various State Using Agencies. The purpose of this RFP is to solicit bid proposals for Aircraft Rental Services.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is a reprourement of the Aircraft Rental Services term contract, presently due to expire on **May 31, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T#0061 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in

making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.5 PRICE LIST AND/OR CATALOG PRICING

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC TERMS

FAA - Federal Aviation Administration

FAR(s) – Federal Aviation Regulations(s)

USCGS - United States Coast & Geodetic Survey

NOAA - National Oceanographic and Atmospheric Administration

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL

The contractor(s) shall provide various aircraft rental services to the State in accordance with the performance requirements as listed in each schedule herein for the individual agencies listed. In accordance with these requirements the contractor shall provide the following:

- a. Aircraft
- b. Pilots (when required)
- c. Airport facilities as required
- d. Proper aircraft maintenance
- e. All required fuel
- f. Any and all services associated with providing the aircraft rental service described herein.

3.1.1 PAYMENT OF LANDING AND OTHER ASSOCIATED FEES

The contractor shall make all the necessary arrangements for the following:

- a. Use of each required airport.
- b. Payment of all landing and other associated fees for airport use.
- c. Payment for any and all repairs, contamination or damages that result from the use of the contractor's aircraft, equipment, or personnel.
- d. Immediate removal of all aircraft and equipment from the airport(s), unless other satisfactory arrangements are made with the airport authorities.
- e. Policing aircraft loading areas to restrict access by unauthorized persons.
- f. Maintaining the areas in a clean and orderly fashion during their use and cleanup after use.

3.1.2 ESTIMATED HOURS AND STATE'S RIGHT TO EXPAND SERVICE

The numbers of flying hours indicated in the section pertaining to each respective schedule are estimated hours only, except as noted in Schedules I and II. The State may order expanded service in an amount equal to up to 50% of the estimated number of hours on each individual schedule.

3.1.3 FACILITY SURVEYS AND INSPECTIONS

The State reserves the right to periodically, and at any time during normal work hours, to inspect the contractor's work location. Inspection may occur prior to contract award or at any time during the term of the contract or any extension thereof.

In the event, the result of any inspection made by the State indicate that the material / services supplied do not meet RFP specification, the contractor shall immediately rectify the situation at no additional cost to the State.

3.1.4 LICENSES AND PERMITS

The contractor shall be required to secure, pay for and maintain, during the term of this contract, all licenses, permits certifications, inspections, authorizations, or any documents required by the Federal, State, county and municipal governments to perform all services listed in this RFP. Upon request, the contractor shall supply the State with written evidence that such licenses, permits, certifications, inspections, authorizations or other required documents have been obtained.

3.1.4.1 AIRCRAFT MAINTENANCE / PILOT PROFICIENCY AWARD CRITERIA

The contractor shall provide Federal Aviation Administration (FAA) approved maintenance as necessary for the safe operation of aircraft. Maintenance shall be performed in accordance with all applicable requirements of the Federal government including, but not limited to, maintenance programs in accordance with manuals approved by the FAA.

The contractor shall provide fully licensed, qualified and proficient pilots who have met all applicable requirements of the Federal and State governments.

3.1.5 INSPECTION, APPROVAL OF EQUIPMENT

All aircraft equipment and storage facilities are subject to inspection and approval as per Section 3.1.3 of this RFP by a representative of the State. Bidders are to specify where aircraft equipment and storage facilities may be seen for inspection as per Section 4.4.4 Submittals. All aircraft equipment and storage facilities must be available for inspection within one (1) week after notification.

3.1.6 PROOF OF AIRCRAFT OWNERSHIP

Proof of aircraft ownership or evidence of a satisfactory lease agreement must be provided as requested at any time during the contract period. Failure to provide the ownership documents within 5 business days of a request from the State shall be cause for cancellation of the contract. Contractor shall own a minimum of fifty percent (50%) of the aircraft contracted. Failure to own fifty percent (50%) of the aircraft will be cause for rejection of bid proposal.

3.1.7 CONTRACTOR CERTIFICATION/LICENSE

The contractor shall be certified under Federal Aviation Regulations parts 91, 135, 137, 141 and / or part 133 as appropriate. Contractor must possess license(s), certificate(s) and registration(s) required by N.J.A.C. 7:30.6.2(a), 7:30.7.2(a), 16:54 and 16:55 as appropriate. Contractor shall provide a copy of each required certificate, license, or registration as required by the State at anytime during the contract period. Failure to provide proof of license(s), certificate(s) and registration(s) within 5 business days of a request from the State, shall be cause to void the contract.

3.1.7.1 CONTRACTOR COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATION

The contractor shall comply with all applicable FAA and State regulations.

3.1.7.2 CURRENT AIRWORTHINESS CERTIFICATE

A current FAA air worthiness certificate must be displayed in each aircraft operated in conjunction with this contract.

3.1.7.3 INSTALLATION OF SPECIAL EQUIPMENT ON AIRCRAFT

The installation of any special equipment required by this contract must be FAA approved.

3.1.8 PERSONNEL REQUIREMENTS

The contractor shall provide the following personnel:

3.1.8.1 CONTRACTOR'S REPRESENTATIVE

At each airport being utilized by the contractor there shall be a contractor's representative who shall have full authority to make decisions for the contractor and direct the contractor's operations. The contractor's representative shall be stationed at the airport for the duration of the contract service and shall be available for consultation at all times as requested by the State Contract Manager.

3.1.8.2 PILOTS

Pilots shall be qualified and certificated in accordance with applicable Federal Aviation Regulations (FARs) and capable of completing flight activities as scheduled. Pilots shall possess a current valid FAA commercial or higher pilot certificate and maintain currency in accordance with FARs. Pilots shall meet all requirements of the operator's certificate necessary for conducting operations specified in this contract and possess an appropriate medical certificate as required by FARs. Each pilot must also hold an instrument, multi-engine or rotor-craft-helicopter rating(s) where applicable.

In addition to the above, the pilot shall meet the following minimum experience requirements which must be verified by a personnel or company log book when requested by the State Contract Manager.

1. Single engine: total time 1200 hours Including the following
 - A. Pilot in command 500 hours
 - B. In class of aircraft to be flown 10 hours (make and model)
 - C. Instrument rating
2. Multi-engine - pilot in command: total time 1500 hours Including the following:
 - A. Pilot in command 1000 hours
 - B. Pilot in command multi-engine 500 hours
 - C. In class of aircraft to be flown 10 hours (make and model)
 - D. Multi-engine rating
 - E. Instrument rating
3. Multi-engine - copilot:
 - A. Hold a valid FAA commercial pilot certificate
 - B. Hold a valid FAA multi-engine rating
 - C. Hold a current FAA instrument rating
 - D. Total time 500 hours
4. Rotorcraft-helicopter: total time 1200 hours, including the following:
 - A. Pilot in command rotorcraft-helicopter 900 hours
 - B. In each class of aircraft to be flown (make and model)
 - C. Turbine helicopter 100 hours
 - D. Multi-engine rating
 - E. Instrument rating

The pilot in command is responsible for the safety of the aircraft, its occupants and cargo. The pilot shall operate the aircraft in accordance with FAA regulations. The pilot shall comply with the direction of the State Contract Manager, except when in the pilot's judgment such compliance will be in violation of applicable Federal or State regulations.

Note: individual schedules may require more extensive pilot experience than the minimums set forth in this section. In that event, the requirements of the individual schedule will override the minimum requirements denoted above.

3.1.9 STATE'S RIGHT TO REJECT AIRCRAFT

The State may reject any aircraft deemed not suitable for providing services defined in this RFP. Qualifying tests of aircraft may be conducted by the State's representative to assure that operational standards are met. All operational costs incurred in conducting these tests must be borne by the contractor. All aircraft and equipment proposed for use in these contracts will be inspected for compliance at sometime during the term of this contract.

3.1.9.1 The State may reject at any time during the contract period the contractor's representative, any pilot, or other employee whom it finds unqualified or incompetent, violates contract provisions, or operates an aircraft or equipment in a negligent or unsafe manner.

3.1.9.2 The State will determine the time and sequence of aerial operations. Each section for each agency schedule addresses time and sequence of aerial operations for individual areas and the time to begin and end each day.

3.1.9.3 Should the contractor wish to provide additional aircraft and pilot(s) that meet all RFP requirements, they may do so if approved in writing by the State. No adjustment will be made in the contract price for providing additional aircraft.

3.1.9.4 The starting date shown in each schedule is the approximate date when all aircraft, personnel, and facilitating equipment must be ready to begin operation. The official starting date, to be specified by the State Contract Manager after award is made, will be the latest date on which the contractor must be fully prepared to begin operations.

3.1.9.5 The State Contract Manager listed on each schedule will determine whether the individual program progress is satisfactory.

3.1.10 PERSONNEL TRAINING AND INSTRUCTIONS

When the pilot is asked to perform restricted flying duties which require special certification, the pilot shall attend indoctrination, briefing, debriefing, and refresher training sessions, when so requested by the State's using agency.

3.1.11 INDIVIDUAL PROGRAM INFORMATION

The person to contact for information will be the State Contract Manager identified for each schedule. The following schedules relate to respective using agencies and each schedule contains the name and telephone number of the person responsible for ordering services required by this RFP.

3.2 AGENCY SCHEDULES

Specific agency requirements, Schedules I through V Acknowledgement:

Bids are submitted for the following schedules: (please initial each schedule on which you are bidding)

Schedule I: Forest Fire Attack, Aircraft _____
(DEP Bureau of Forest Fire Management)

Schedule II: Mosquito Control, Aircraft _____
(DEP Mosquito Control Commission)

Schedule III: Water Fowl Inventories, Aircraft _____
(DEP Bureau of Wildlife Management)

Schedule IV: Endangered & Non Game Species Survey, Aircraft _____
(DEP Endangered & Non-Game Species Program)

Schedule V: Law Enforcement, Aircraft _____
(DEP, Div. of Fish & Wildlife, Bureau of Law Enforcement)

3.2.1 SCHEDULE I: BUREAU OF FOREST FIRE MANAGEMENT **(Price lines 00001 - 00021)**

3.2.1.1 GENERAL

Aircraft rental services are required by the NJ DEP Division of Parks and Forestry Service Bureau of Forest Fire Management for forest fire fighting purposes.

Flying operation dates shall begin on the date of award through the contract termination date. Minimum guaranteed time is seventy (70) hours per week for all aircraft during a six week period. Estimated flying time is fifty-six (56) hours per year per aircraft. Cost per hour should include pilot and aircraft for each of the three (3) one-(1) year periods through contract termination date.

3.2.1.2 RECOMMENDED AIRCRAFT

The Bureau of Forest Fire Management requires:

Six (6) Grumman Agcats and One (1) M-18 Dromader, or approved equal, equipped for retardant bombing of forest fires.

3.2.1.3 LOCATIONS

Such aircraft shall commence operations from the following airport locations:

1. Coyle Field, Route 72, Ocean County, NJ
2. Downtown Airport, Vineland, NJ
3. Ocean County Airport, Route 530, Toms River, NJ
4. Hammonton Airport, Hammonton, NJ
5. Allaire Airport, Wall, NJ
6. Strawberry Field, Mays Landing, NJ
7. Aeroflex Airport, Andover, NJ

3.2.1.4 PROJECTED SCHEDULE

The contractor shall provide the required number of specified type aircraft with qualified pilots and crews. The contractor shall provide the following types of aircraft for a six (6) week period during March, April and May. The actual dates to be determined by the State.

A. One (1) M-18 Dromader or approved equal, standing by at Downstown Airport, Vineland, NJ. A minimum guarantee of seven (7) hours per week. (price lines 00001, 00008, 00015)

B. One (1) Grumman Agcat, or approved equal, standing by at Coyle Field, Route 72, Ocean County, NJ. A minimum guarantee of seven (7) hours per week. (price lines 00002, 00009, 00016)

C. One (1) Grumman Agcat, or approved equal, standing by at Ocean County Airport, New Jersey. A minimum guarantee of seven (7) hours per week. (price lines 00003, 00010, 00017)

D. One (1) Grumman Agcat, or approved equal, standing by at Hammonton Airport, New Jersey. A minimum guarantee of seven (7) hours per week. (price lines 00004, 00011, 00018)

E. One (1) Grumman Agcat, or approved equal, standing by at Allaire Airport, Wall, NJ. A minimum guarantee of seven (7) hours per week. (price lines 00005, 00012, 00019)

F. One (1) Grumman Agcat or approved equal, standing by at Strawberry Field, Mays Landing, New Jersey. A minimum guarantee of seven (7) hours per week. (price lines 00006, 00013, 00020)

G. Two (2) Grumman Agcat or approved equal, standing by at Aeroflex Airport, Andover, New Jersey. A minimum guarantee of seven (7) hours per week per aircraft. (price lines 00007, 00014, 00021)

3.2.1.5 CONTRACTOR AVAILABILITY

The contractor will be paid at the hourly contract price for the actual hours flown or minimum of seven (7) hours per week, whichever is greater. Week is to be interpreted to mean from the first day service is rendered to the following 7 day consecutive period.

If services are **not available**, the guaranteed payment specified above will be reduced by one (1) hour each day, or portion thereof, that the aircraft is unavailable.

Unavailability shall mean "whenever the aircraft or pilot are not in condition to perform or fail to perform duties as required by the contract terms and conditions".

Rates will be prorated when necessary.

The designated period requires mandatory availability. During this period, standby is required each day during daylight when the woods are dry enough to burn. Flying is required to be performed on short notice. Pilots and aircraft must maintain standby at the assigned base so that no longer than five (5) minutes elapse from the time dispatch orders are given to the time the pilot and the aircraft are airborne.

On any day that availability is paid, the aircraft and pilot shall remain on duty until released by the Agency State Contract Manager.

When not on standby, due to inclement weather, or other State approved reasons pilot(s) will inform the contractor, or its representative, how they may be contacted. In such cases, the aircraft must be airborne within one (1) hour after an attempt is made to contact the pilot(s).

3.2.1.6 AVAILABILITY FOR UNSCHEDULED DATES

If it is determined by the Agency State Contract Manager that emergency forest fire conditions exist other than on specified dates, then the contractor agrees to furnish five (5) Agcats, or approved equal, at the instruction of the Agency State Contract Manager.

The Grumman Agcat aircraft specified must be equipped with a tank to hold retardant liquids of not less than 300 gallons capacity. The tank gate opening shall be between 175 to 250 square inches.

The Dromader Aircraft specified must be equipped with a tank to hold retardant liquids of not less than 600 gallons capacity. The tank gate opening shall be between 600 and 700 square inches. The gate must be capable of multiple drops.

The contractor shall install a radio and outside radio transmission antenna within the 159 MHz range compatible with multiple frequencies to be supplied by the Agency State Contract Manager who shall designate the communication channels.

3.2.1.7 AVAILABILITY FOR UNSCHEDULED LOCATIONS

The contractor may be required to operate from alternative air bases as dictated by wildfire activity or fire danger.

3.2.1.8 ADDITIONAL PILOT PROFICIENCY REQUIREMENT

Pilots must have proficiencies or certifications which include Aerial application aircraft fixed wing: 500 agricultural flying hours; or, 200 hours of timber spraying, cargo dropping, seeding, baiting, fish planting, patrol, or similar low level mountain flying experience. Each pilot will be required to fly the aircraft and successfully complete the following tests of water bombardment:

- a. Two drops in level flight at 50 feet.
- b. Two drops in level flight medium turn at 50 feet.
- c. Two drops in dive bombing maneuver at 50 feet.

Water bombardment training must be successfully completed no later than program start date. The contractor and all pilots must attend a one-day initial training / refresher session for pilots to be conducted each spring by the Bureau of Forest Fire Management. The contractor and all pilots must attend all follow-up training sessions if needed during, or after the fires, as designated by the State Contract Manager.

3.2.1.9 STATE CONTRACT MANAGER

The State Contract Manager designated to receive reports:

Bert Plante, Division Forest Fire Warden

DEP Forest Resource Management

Forest Fire Service

501 E. State Street

PO Box 404

Trenton, NJ 08625

Telephone: 609-292-2977 Fax:609-984-0378 E-mail: bplante@dep.state.nj.us

3.2.2 SCHEDULE II: OFFICE OF MOSQUITO CONTROL COORDINATION
(Price lines 00022 -00044)

3.2.2.1 GENERAL

For the NJ DEP State Mosquito Airspray Program, Office of Mosquito Control Coordination, the contractor shall provide aerial application of specified mosquito control chemical compounds or biological materials over acreage of tidal or fresh water marshes, marsh margins, or upland areas within the State, primarily for the destruction of both larval and adult mosquitoes in Monmouth, Ocean, Burlington, Atlantic, Cape May and Cumberland counties. Under approved conditions, secondary aerial application of liquid or granular formulations for larval, or adult mosquito control may be called for anywhere in the State.

In the interest of minimizing insecticide hazards to valuable plant and animal life and securing maximum effectiveness under the special conditions obtained in mosquito control, the operation is classified as a professional technical service, where experience and demonstrated performance are primary considerations.

Prior to the mosquito control season, the Agency State Contract Manager shall meet with the contractor, to discuss all the terms, conditions, and specifications of the contract.

Note: terms, conditions and specifications are firm and cannot be changed.

3.2.2.2 AIRCRAFT REQUIRED

A. Restricted agricultural multi-engine fixed single wing aircraft, capable of application air speeds of 150 mph or more with capacity of 150 gallons;(1500 pound payload of liquid insecticide) such as, Beechcraft King Air or approved equal.

B. Restricted agricultural fixed-wing aircraft with capacity of 300 gallons of liquid insecticide and 1500 pounds of granular insecticide at application airspeeds of from 65 to 85 mph or more, such as, Grumman "Agcat" or an approved equal.

C. Restricted agricultural turbine powered rotary-wing aircraft with capacity of 400 pounds of granular insecticide and 40 gallons of liquid insecticide and an application airspeed of 65 mph, such as, Bell 206 "Jet Ranger." This aircraft must have the capability to land and discharge mosquito control inspectors on the marshland and also have the capacity to discharge a payload of liquid insecticide with a minimum weight of 400 pounds.

A helicopter without spray gear for the inspection survey portion of this contract may be considered.

D. Four-place observation aircraft capable of airspeeds of 150 mph such as Cessna 172 or an approved equal.

3.2.2.3 SCHEDULE AND LOCATIONS

The scheduling of application of insecticides will be at the time and in the areas designated by a representative of the State Office of Mosquito Control Coordination of DEP. Applications will be observed and guided (located with regard to placement) by a representative of a County Mosquito Control Agency. DEP may change schedules for cause including climatic conditions, emergency priorities as may arise from public health situations or other conditions as determined by the State.

3.2.2.3.1 All applications will be made on the basis of demonstrated need and not on fixed schedules.

3.2.2.3.2 Flying operation dates shall be from date of award through date of contract termination. Cost per hour should include pilot and aircraft for each of the three one year periods through the date of contract termination. Separate rates are to be provided for the mixing (**Price Lines 00027, 00034, 00041**) and storage of State provided chemicals (**Price Lines 00028 00035, 00042**).

3.2.2.3.3 The contractor shall provide the specified type and number of aircraft and pilot(s) during the months of March through October inclusive. The actual dates shall be determined by the Agency's State Contract Manager.

3.2.2.4 CONTRACTOR AVAILABILITY/PAYMENT

The contractor will be paid at the hourly contract rate for the actual hours flown.

Unavailability shall mean "whenever the aircraft or pilot are not in condition to perform or fails to perform duties as required by the terms and conditions of the RFP".

Rates will be prorated as necessary.

Each aircraft shall commence operations from an airport convenient to the area of operations, as designated by the Agency's State Contract Manager.

3.2.2.5 FACILITY REQUIREMENTS

All fixed wing aircraft and facilities assigned to the spray program must be based in southern New Jersey (south of the Mercer-Monmouth County borders). The facilities shall have the following support capabilities:

- Runway(s) and taxiways to be a fixed-base operation equipped with FAA approved lighting.
- Unicom radio for communication with aircraft and to monitor aircraft communications with base airport, other airports, FAA flight service stations, air route traffic control centers, arrival/departure flight control facilities as well as other airports and weather stations within the target area.
- National Oceanographic and Atmospheric Administration (NOAA) weather recording/reporting equipment including, but not limited to: the parameters of rainfall, wind speed and direction, and temperature.
- National Weather Service radar access to the New York-New Jersey-Philadelphia corridor.
- Contractor provided USCGS maps and aerial photographs of target areas for flight planning
- An FAA approved maintenance aircraft facility with the capability to perform repair or fabrication of chemical application equipment for use on agricultural (restricted) aircraft.
- FAA licensed mechanic will be on staff with regard to such work. A facsimile of "airframe and power plant" license must be submitted upon request.
- Helicopter operations must be from a facility with the above requirements, and may be centrally located. Loading and applications, however, will commence and conclude from a registered helistop in the county where service is required.

3.2.2.5.1 REQUIREMENTS SPECIFIC TO FIXED WING BASE OF OPERATIONS

The fixed-wing base of operations must:

- Have a lockable, weather proof hangar with an area of 3200 square feet for storage of readied aircraft prepared for flight operation and a storage facility of 1500 square feet for the storage of insecticides must be provided;
- Be available for calibration and testing exercise at no additional cost. This will include exclusive use of runways, office facility and storage facility for calibration and testing equipment;
- Have an employee on site available to accept delivery of insecticides and provide for their placement into storage. The critical hours that the fixed wing base of operations shall have an employee available are between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, to accept delivery of insecticides and provide for their placement into storage.
- Provide transportation of liquid insecticides, in 55 gallon containers (maximum) at a per mile rate.

3.2.2.6 FLIGHT SCHEDULING

The contractor shall maintain a telephone number for scheduling notice and other related communications. The number shall be staffed and operating from 5:00 am through 9:00 pm local time or through official evening twilight which ever is later and on a seven day a week basis during the months of March through October.

3.2.2.7 ADDITIONAL PILOT PROFICIENCY REQUIREMENT

For all aerial application aircraft, including fixed wing and rotorcraft, pilots must have one thousand hours of agricultural flying as a pilot crew member in a restricted aircraft.

3.2.2.8 CREW DUTY LIMITATION

Crew flight time for mosquito control shall not exceed a total of seven (7) hours per day/pilot.

3.2.2.9 LOADING OF AIRCRAFT

The contractor is responsible for the transportation of insecticides to airport facilities other than the fixed wing base of operations. The contractor is responsible for mixing of insecticides with recommended solvents and is responsible for the proper loading of insecticides onto the fixed-wing aircraft. Loading will be under the pilot's direction and will be inspected by the pilot before takeoff. The pilot will supervise the loading, and apply insecticides as set forth in the Cooperative Extension Service aerial applicators training manual, "category eleven (11)"; where, as a New Jersey certified pesticide applicator, the pilot should make all efforts to avoid participation in the actual loading operations of the aircraft. The useful load will not exceed the maximum specified by limitation for the aircraft at the elevation at which operating. Useful load will be reduced/down-loaded to compensate for the density altitude and within performance for the aircraft as prescribed by the manufacturer's/contractor's operational manual and as approved by FAA. The pilot shall compensate for altitude, temperature, landing field conditions, and other adverse flying and climatic conditions to insure the safety of each flight. The Agency's State Contract Manager shall have the authority to reduce the useful load whenever special conditions require such action in the interest of safety.

Agents of the State (i.e. County mosquito control personnel) shall transport, mix and load rotary wing aircraft with granular and/or liquid larval and /or adult mosquito control insecticides. All other aspects of the loading of aircraft apply to the loading of aircraft except as noted in this paragraph.

3.2.2.10 APPLICATION OF MATERIALS

The materials shall be applied at the rates and on the acreages as set forth below, or as designated by the State. Applications will be confined to the designated areas. Application of material to areas with different rates of application will be performed in such a sequential manner and be preplanned to assure the contractor the least possible amount of recalibration or change of equipment and/or personnel.

3.2.2.10.1 The chemical or biological compounds will be applied at the rate from 1 ounce to one gallon per acre.

3.2.2.10.2 The principal liquid insecticides to be sprayed are solutions of selected toxicants with or without other additives. These may include the following insecticides: Bacillus thuringiensis H-14 flowable, malathion, methoprene, resmethrin and piperonyl butoxide, and temephos emulsifiable concentrate. Additives may include alcohol, mineral oil, number 2 fuel oil, soybean oil, and water. The insecticides and additives to be used are subject to change.

3.2.2.10.3 Dry formulations will be applied at approved rates of 0.5 pounds to 10 pounds per acre (minimum). These may include the following insecticides: Bacillus thuringiensis H-14 granules, temephos "Biodac" granules 2%, and temephos "Biodac" granules 5%. The insecticides to be used are subject to change.

3.2.2.11 TRANSPORTATION OF INSECTICIDES (PRICE LINE 00044)

The bidder shall provide a price for transportation of liquid insecticides, in 55 gallon containers (maximum), at a per mile rate to and from the State storage facility located in southern part of the State for delivery to the base airport for the term of the contract.

3.2.2.12 WEATHER CONTROL OF FLIGHTS

The State, through the Agency's State Contract Manager during day-to-day administration of the contract, shall use the following conditions as a guideline for when spray operation shall begin or cease. Spraying operation will generally, but not specifically be prohibited when the following conditions exist over the spray area:

- A. Visual Flight Rules (VFR) conditions not met.
- B. Wind velocity exceeds ten (10) miles per hour.
- C. Temperature is in excess of 82 degrees. F., or less than 60 degrees. F.
- D. Conditions set forth by the DEP Pesticides Control Program or the Office of Mosquito Control Coordination and N.J.A.C. title 7, Chapter 30, Subchapters 1-11.

3.2.2.13 RECONNAISSANCE FLIGHTS

The Agency's State Contract Manager or the representative of the County Mosquito Control Commission shall be authorized to accompany the pilot of spray aircraft on reconnaissance flights when required, and to orient the spray pilot and delineate spray area boundaries. This same aircraft with pilot and the Agency's State Contract Manager or the representative of the County Mosquito Control Commission, will also be used to monitor spray aircraft during actual

spray operations, should spray aircraft not possess a crew member seat. Spray aircraft and one chase/observation plane (when necessary) will operate as a team to ensure proper application to designated areas.

3.2.2.14 NOTICE TO PROCEED

The actual date spraying will start is dependent upon climatic and mosquito development conditions. It is anticipated that the applications will begin on the first of March. The contractor will be notified 24 hours in advance and will be required to have aircraft, insecticides, personnel, and equipment on location at the designated airport of operation within 24 hours after notification. The aircraft shall be available and ready for flight and spray operations with operating personnel and service facilities at the designated base point 24 hours/day in order to be on time for the beginning of applications; and must remain available and ready for use at all times during the period of contract. The ability to respond promptly to a call for spray services is of primary importance in mosquito control. Failure to comply with a request within 24 hours, weather permitting, will be considered a breach of the agreement by the aircraft operator and the State shall have the right to continue the work by other means, with the contractor paying for any differences between the contract price and actual cost to the State for obtaining the services.

Subcontracting of applications will not be authorized unless the equipment has been inspected by the State and the State has provided written consent for use of the subcontractor and its inspected equipment.

3.2.2.15 SEQUENCE OF AREAS TO BE SPRAYED

The State will select the sequence of units to be sprayed. Areas will be selected to permit continuous progression to adjacent units, insofar as possible, depending upon mosquito populations, weather, and other factors.

3.2.2.16 APPLICATION PARAMETERS

It is the responsibility of the contractor to provide services which respond to the demands of high-acreage mosquito control. This requires large payload (100-250 gallon minimum) and wide-swath producing aircraft. Primarily, minimum speed via multi-engine aircraft of 150 (one hundred fifty) mph is necessary in order to satisfy Federal insecticide label requirements and to achieve an application rate of approximately 1400 (fourteen hundred) acres/hour.

Secondary requirements via other aircraft types are those which produce an application rate of approximately 300-500 acres/hour.

All aircraft must be approved by the Federal Aviation Administration for application of agricultural chemicals. In this work, swaths of 200 feet or more per pass for multi-engine fixed wing aircraft and 65 to 100 feet for all other aircraft, are desirable in most areas to avoid excessive gaps.

Spray for winged mosquitoes will be applied from an elevation of fifty (50) to seventy (70) feet above ground level, with the following swath requirements by aircraft type/capacity.

- a swath of two hundred (200) feet will be required for the Beechcraft King Air type multi engine single fixed wing aircraft.
- a swath of one hundred (100) feet will be required for the Grumman Agcat type single engine fixed wing aircraft.
- a swath of sixty to seventy-five (60-75) feet will be required for the Bell 206 type rotorcraft (helicopter).

- the swath for other types of fixed wing aircraft will be based on method determined by the State Contract Manager.

3.2.2.17 AIRCRAFT COMMUNICATIONS REQUIREMENTS

- A. All aircraft shall be equipped with a fully operative two-way radio capable of transmitting and receiving 122.9 MHz. The VHF transceiver must be capable of producing a quality level of output so as to assure easily-made, understandable communications by both pilot and the State Contract Manager. All aircraft must have cabin intercom headsets and microphones.
- B. All aircraft, and surface support vehicles shall be equipped with an adequate voice communication non-FAA required transmissions and technical communication. This communication device must be able to provide voice communications between the base airport, the operating aircraft and any of the several county target areas.
- C. Radio equipment required for State use shall be supplied by the State.
- D. All aircraft must also be equipped with global positioning system equipment, capable of delineating target sites, recording treated target areas and downloading such data for the production of reports and maps.

3.2.2.18 SPRAY EQUIPMENT REQUIREMENTS

- A. All aircraft are to have positive-cabin-fresh-air ventilation and/or fresh air breathing device for pilot and on-board observer to avoid contact with insecticide fumes or particles.
- B. The contractor will be required to have spray equipment installed on aircraft, and demonstrate it to be in working condition if required by the Agency's State Contract Manager, at the place and time of inspection.
- C. Spraying system shall be a "closed-type", that is open only out board of the aircraft, to prevent insecticide fumes or particles from entering the cabin or pilot area.
- D. Liquid spray equipment should consist of a distribution system which will apply spray materials at the specified rates per acre as required by this contract.
- E. This equipment must be capable, on the aircraft applying liquids at ultra low volume rates, of application rates of 1.0 ounces to 10.0 ounces per acre with droplet size range of fifty to sixty (50 - 60) microns at the low rates, and no more than one hundred (100) microns at the high rate. Aircraft applying dry, granular insecticides must be able to apply materials of 5/8 mesh and 10/14 mesh and with bulk densities of twenty to forty (20 - 40) pounds per cubic foot, with the swath designated elsewhere in these specifications. All equipment shall be periodically available for inspection by the State.
- F. Ultra low volume aerosol generating equipment shall produce insecticide droplets in the range of between 50 to 60 microns with no more than 10 percent of the droplets produced over 100 microns. These droplet sizes will be checked by the State at three separate dates during the contract period. Rotary wing aircraft will also be equipped with ultra low volume aerosol generating equipment as outlined in this paragraph.
- G. Tanks and systems are to be leak-proof and corrosion resistant with an exterior fitting connector which shall permit loading and reloading of the aircraft by ground crews without climbing into the aircraft. The loading connector must be of the type to insure

"no leak" condition when the loading hose is disconnected, such as a dry-brake system. Location and size of tanks are to be such as to not impair airworthiness by overloading or displacing the center of gravity beyond acceptable limits. Tanks are to be vented outside the fuselage.

- H. Wind driven pumps may be a part of the spraying system on fixed wing aircraft only. All wind driven pumps are to be equipped with brakes capable of stopping the pump and fan at any time. The liquid spraying system on rotary wing aircraft shall be electrically operated. Plumbing lines between tanks, booms, pumps, and nozzles are to be adequate to handle the flow rate to provide the rate per acre required. All parts are to be chemically resistant to the spray materials being used. An accurate spray pressure gauge shall be so located that it can be easily ready by the pilot during spray operations.
- I. The liquid system will be capable of sustained fifty (50) pounds pressure, with positive turn on, and shut off characteristics. The allowable range in operating spray pressure on the system will be 20 to 60 psi to insure an even psi to insure an even flow to the spray head.
- J. All aircraft are to be cleaned post-operation, including:
 - chemical drainage;
 - tank-flushing ; and
 - nozzles removed and cleaned in solvent.

3.2.2.19 GRANULAR APPLICATION EQUIPMENT REQUIREMENTS

The following are the requirements for the granular application aircraft.

- A. The cargo payload should be 400 lbs capacity (helicopter); 1500 lbs capacity (fixed-wing) aircraft.
- B. The flow rate and swath must be produced by the blower, fan and spreader system of the aircraft, independent of the forward speed when the aircraft is at a fixed altitude. Airspeed-dependent or "ram-air" spray equipment will not be accepted as part of provided rotary wing aircraft system..
- C. Blowers should be electrically operated and valves electrically actuated.
- D. Rotary wing operating airspeed should be not less than 45 m.p.h. and not more than 85 m.p.h.
- E. The system should be capable of delivering granules with mesh sizes of 5/8 (bulk density approx. 25 lbs. per cu. ft.); 10/14 (bulk density approx. 30 lbs. per cu. ft.); and "Biodac" granules 16/60 (bulk density approx. 40 lbs. per cu. ft.).
- F. The system should also be equipped with a spray "trigger-timer" which is capable of metering and recording the elapsed time of applying the load.
- G. All application equipment shall be fixed to the aircraft airframe and/or cargo hooks in a fashion integral with the fuselage or cabin. No slung, cabled or separated spray equipment will be acceptable.

3.2.2.20 CLEANING OF INSECTICIDE CONTAINERS

Insecticide containers shall be triple-rinsed with appropriate solvent as directed by the State, and containers handled, stored and/or disposed of according to the guidelines of the New Jersey Department of Environmental Protection's Division of Waste Management. Rinsate shall be stored for future use, or disposed of by the contractor.

All triple rinsed pesticide containers disposed of by the contractor may be subject to a landfill fee. Any such fee may be indicated on Price Line 46 on the price sheet issued as part of this RFP.

3.2.2.21 OTHER EQUIPMENT REQUIRED

At the fixed-wing base of operations other equipment shall include a lockable storage facility capable of storing approximately 30 (thirty) 55 gallons drums, and 400 one gallon jugs. Each facility shall be weather-proof, and able to receive delivered product. Access shall be granted to the State at any time. A temperature recording device provided by the State shall be installed and monitored in this facility by the State. The storage facility shall be vented. The contractor shall also provide insecticide moving and holding facilities at the base airport including a multistage gear pump capable of 30 (thirty) gallons per minute for loading. Loading lines shall be metered and will include an in-line 100 mesh filter and "dry-brake" no drip loading valve.

3.2.2.22 OPERATIONS AWAY FROM BASE AIRPORT

For operation away from the fixed-wing base airport on an as needed basis, field or "nurse" equipment will include over-the-road rolling stock such as:

- a 10,000 lb. cargo capacity 32,000 GVWR flatbed truck;
- an insecticide loader capable of handling granular insecticide;
- a forklift capable of handling 55 gallon drums;
- fueling facility with a capacity to service all aircraft for 5 hours of flight time;
- support drivers who must possess commercial drivers' licenses with hazmat certification.
- mobile pumps; and
- 1,000 gallon capacity aluminum tanker

Charges for operations which utilize such equipment will be reflected in **Price lines 00027, 00034, and 00041.**

3.2.2.23 INTERRUPTION OF SERVICE - BACKUP AIRCRAFT AND PILOTS

The contractor is also required to provide and maintain at least one (1) fully operational spray aircraft and pilot, of each type specified in this contract, at all times during the contract period, adequate to insure uninterrupted performance of the contract. In the case of major aircraft malfunction which cannot be repaired on location, the contractor will be required to supply replacement aircraft to meet the same standards under this contract within 24 hours of a malfunction.

3.2.2.24 PAYMENT FOR SERVICE PERFORMED AND ACCEPTED

All charges will be made on the basis of the tachometer hours involved in the particular application of insecticides. Fixed-wing tachometer hours are recorded from time of departure from base airport to return to base airport. Helicopter hours are determined by recording hour-meter time upon arrival at the county mosquito control agency heli-stop or airport; and again

upon departure at the conclusion of the operation. Ferry-time from base airport to county, county-to-county or fuel trips are not to be charged to the State. Hour meter must be mounted in a location easily visible to the State Contract Manager.

Charges for inspection (area survey) will also be made on a tachometer-hour basis.

The aircraft contractor shall complete the aircraft spraying work record, providing all data required, prior to approval by the county mosquito control agency. The contractor will submit copies to the State Contract Manager listed below.

3.2.2.25 STATE PROVIDED INSECTICIDE

All insecticides will be supplied by the State and will be delivered to the designated airport.

3.2.2.26 PESTICIDE MIXING SERVICE/JETTISONED INSECTICIDE MIX

The contractor will receive from the State an inventory of pesticides to be used for New Jersey Mosquito Control. Insecticides may require mixing with water or other solvents. These services will be provided by the contractor at the contract rate. The storage rate will be determined based on the closest determinable square footage.

An estimate will be made of the amount of insecticide that is jettisoned for any reason and the cost thereof deducted from any amounts due to the aircraft contractor. Repeated jettisoning of insecticides will be considered a breach of the agreement, and the State shall have the right to continue the work with the contractor paying for any difference between the contract price and the actual cost to the State of obtaining the services.

The contractor shall be liable for the cost of State furnished materials which are spilled or lost through its negligence.

3.2.2.27 ADDITIONAL INSURANCE REQUIREMENT

Chemical drift liability coverage with a minimum limit of liability of \$100,000 per claim/\$300,000 per incident combined bodily injury and property damage. The policy shall be endorsed for: aerial application, crop dusting, spraying, and/or to include passengers, with the State named as an additional insured.

3.2.2.28 STATE CONTRACT MANAGER

The State Contract Manager designated to receive reports:

Robert Kent
Department of Environmental Protection
Office of Mosquito Control Coordination
PO Box 400
501 East State Street
Trenton, NJ 08625
Telephone: 609-292-3649
Fax: 609-633-0650
Email: Bob.Kent@dep.state.nj.us

3.2.3 SCHEDULE III: NJDEP BUREAU OF WILDLIFE MANAGEMENT (Price lines 00045 – 00047)

3.2.3.1 GENERAL

The contractor shall provide an aircraft and pilot for low level aerial surveys and aircraft radio-telemetry tracking of waterfowl and “other species” (such as quail and bear) to the NJ DEP Division of Fish and Wildlife Bureau of Wildlife Management. Surveys are conducted Statewide over major water bodies and wetlands as well as areas of habit for “other species” across New Jersey and parts of neighboring States.

In the interest of minimizing risk to the observers and maximizing the accuracy and effectiveness of the surveys, this operation is classified as a professional technical service, where experience and demonstrated performance are primary considerations.

3.2.3.2 PERFORMANCE REQUIREMENTS

The contractor shall provide the necessary aircraft, pilot and equipment, and be available on 24 hour notice. The State shall provide detailed information and guidance for the contractor as to the areas to be surveyed as well as designate the height of the flight for each category.

3.2.3.3 FLYING OPERATION DATES/ SURVEY PERIODS

Flying operation dates are from the date of award through the end of the contract. Major Statewide survey periods are late November and early January. Statewide surveys usually require five (5) to eight (8) days, depending upon weather. Pilot and aircraft must be available daily from November 15 through completion of the survey and from January 2 through the completion of that survey. Radio-telemetry flights generally occur year round for a total of 300 hours or more. Cost per hour must include pilot and aircraft for each one (1) year period.

3.2.3.4 OPERATING PARAMETERS

The pilot and a State survey biologist will follow the standard operating procedures manual of the Division of Fish and Wildlife, Bureau of Wildlife Management, Waterfowl Ecology and Management Project.

Flight safety is the pilot's responsibility. Waterfowl inventories will be conducted at the highest altitude practicable, generally between 100 and 700 feet above ground level. Except on take-off or landing the minimum altitude should be 100 feet above ground level. It is the pilot's responsibility to maintain this minimum altitude. The pilot's decision as to the safest minimum flight altitude for the existing conditions will be honored by the survey biologist.

Requests for short breaks by the pilot or survey biologist during which the pilot lands the plane will be honored by both parties. Long flights will be interspersed with rest periods.

3.2.3.5 AIRCRAFT REQUIREMENTS

This program requires one Cessna 182, or approved equal capable of accommodating a pilot and three passengers in Federal Aviation Administration (FAA) approved aircraft.

The aircraft must have:

- fixed single-high wing;
- cushioned and padded seats with lap and shoulder belts;

- an unobstructed view for the passenger survey team to make waterfowl inventories and take quality photographs;
- the ability to safely maneuver at low levels between 100 and 500 feet above ground level;
- an FAA approved radio-telemetry antennae mount;
- a Unicom radio capable of communication with other aircraft, airports, air traffic control centers, arrival and departure flight control facilities and weather stations Statewide;
- a working transponder; and
- a Class C fire extinguisher and first aid kit.

3.2.3.6 PILOT REQUIREMENTS

The pilot must have a minimum of five (5) years experience and 1000 hours pilot in command. In addition, pilot must have a minimum of 400 hours of precision low level (below 500 feet above ground level) flight experience. The pilot should be familiar with land features, water bodies and airports in New Jersey. References to verify pilot qualifications must be submitted with the bid (See Section 4.4.4.3).

3.2.3.7 STATE CONTRACT MANAGER

The State Contract Manager designated to receive reports:

Paul Castelli
 Research Scientist 2
 DEP Division of Fish and Wildlife
 Nacote Creek Research Station
 PO Box 418
 Port Republic, NJ 08241
 Telephone: 609-748-2047
 E-Mail: paul.castelli@dep.state.nj.us

3.2.4 SCHEDULE IV: NJ DEP ENDANGERED AND NON-GAME SPECIES PROGRAM **(Price lines 00048 – 00050)**

3.2.4.1 GENERAL

The purpose of this program shall provide an aircraft and pilot for aircraft radio-telemetry tracking and low level aerial surveys of endangered, threatened and non-game birds to the NJ DEP Division of Fish and Wildlife Endangered and Non-game Species Program. Surveys are conducted Statewide over major water bodies and wetlands as well as upland and inland areas of the State.

In the interest of minimizing risk to the observers and maximizing the accuracy and effectiveness of the surveys, this operation is classified as a professional technical service, where experience and demonstrated performance are primary considerations.

3.2.4.2 PERFORMANCE REQUIREMENTS

The contractor shall provide the necessary aircraft, pilot and equipment, and be available on 24 hour notice. The State shall provide detailed information and guidance for the contractor as to the areas to be surveyed as well as designate the height of the flight for each category.

3.2.4.3 FLYING OPERATION DATES/SURVEY PERIODS

Flying operation dates are from the date of award through the termination date of the contract. Major Statewide survey periods are January-February and May-June. Surveys usually require several days, depending on weather. Radio-telemetry flights generally occur from June through September. While there is no guaranteed number of hours, the estimated flying time is 60 hours per year. Cost per hour should include pilot and aircraft for each one (1) year period through contract termination

3.2.4.4 OPERATING PARAMETERS

Flight safety is the pilot's responsibility. Surveys will be conducted at the highest altitude practicable, generally between 100 and 700 feet above ground level. Except on take-off or landing, the minimum altitude should be 100 feet above ground level. It is the pilot's responsibility to maintain this minimum altitude. The pilot's decision as to the safest minimum flight altitude for the existing conditions will be honored by the survey biologist.

Requests for short breaks (during which the plane shall be landed) by the pilot or survey biologist who will accompany the pilot will be honored by both parties. Long flights will be interspersed with rest periods.

3.2.4.5 AIRCRAFT REQUIREMENTS

This program requires one Cessna 172, or approved equal, capable of accommodating a pilot and three passengers in Federal aviation administration (FAA) approved aircraft.

The aircraft must have:

- Fixed single-high wing;
- cushioned and padded seats with lap and shoulder belts;
- an unobstructed view for the passenger survey team to make wildlife inventories and take quality photographs;
- the ability to safely maneuver at low levels between 100 and 500 feet above ground level;
- an FAA approved radio-telemetry antennae mount;
- a Unicom radio capable of communication with other aircraft, airports, air traffic control centers, arrival and departure flight control facilities and weather stations Statewide;
- a working transponder; and
- a Class C fire extinguisher and first aid kit.

3.2.4.6 PILOT REQUIREMENTS

The pilot must have a minimum of five (5) years experience and 1000 hours as pilot in command. In addition, pilot must have a minimum of 400 hours of precision low level (below 500 feet above ground level) flight experience. The pilot should be familiar with land features, water bodies and airports in New Jersey . References to verify pilot qualifications must be submitted with the bidder's bid proposal (See Section 4.4.4.2 of this RFP).

3.2.4.7 STATE CONTRACT MANAGER

The State Contract Manager designated to receive reports:

Kathy Clark
Supervising Zoologist – Nongame
NJ DEP
Division of Fish and Wildlife
Endangered & Nongame Species Program
PO Box 400
Trenton, NJ 08625-0400
Telephone: 609-628-2103
Fax: 609-628-2734
E-mail: Kathy.clark@dep.state.nj.us

3.2.5 SCHEDULE V: NJ DEP, DIV. OF FISH & WILD LIFE, BUREAU OF LAW ENFORCEMENT (Price lines 00051 – 00053)

3.2.5.1 GENERAL

The purpose of this program shall provide an aircraft and pilot for aircraft radio-telemetry tracking and low level aerial surveys of endangered, threatened and non-game birds to the NJ DEP Division of Fish and Wildlife Bureau of Law Enforcement. Flights are Statewide and include the coastal bays and estuaries from Monmouth County south to the Delaware River and up to three (3) miles offshore. Area includes the Raritan and Sandy Hook bays and the Atlantic Ocean.

In the interest of minimizing risk to the observers and maximizing the accuracy and effectiveness of the surveys, this operation is classified as a professional technical service, where experience and demonstrated performance are primary considerations.

3.2.5.2 PERFORMANCE REQUIREMENTS

The contractor shall provide the necessary aircraft, pilot and equipment, and be available on 24 hour notice. The State shall provide detailed information and guidance for the contractor as to the areas to be surveyed as well as designate the height of the flight for each category.

3.2.5.3 FLYING OPERATION DATES/SURVEY PERIODS

Flying operation dates are from the date of award through the termination date of the contract. Major Statewide survey periods are January-February and May-June. Surveys usually require several days, depending on weather. Radio-telemetry flights generally occur from June through September. While there is not a guarantee of hours, the estimated flying time is 40 hours per year. Cost per hour should include pilot and aircraft for each one (1) year period through contract termination

3.2.5.4 OPERATING PARAMETERS

Flight safety is the pilot's responsibility. Surveys will be conducted at the highest altitude practical, generally between 100 and 700 feet above ground level. Except on take-off or landing, the minimum altitude should be 100 feet above ground level. The pilot has the responsibility of maintaining this minimum altitude. The pilot's decision as to the safest minimum flight altitude for the existing conditions will be honored by the survey biologist.

Requests for short breaks by the pilot or survey biologist will be honored by both parties. Long flights will be interspersed with rest periods.

3.2.5.5 AIRCRAFT REQUIREMENTS

This program requires one Cessna 182, or approved equal, capable of accommodating a pilot and three passengers in Federal Aviation Administration - (FAA) approved aircraft.

The aircraft must have:

- fixed single-high wing;
- cushioned and padded seats with lap and shoulder belts;
- an unobstructed view for conservation officers to observe and photograph fishing, clamming and hunting activities and document violations;
- the ability to safely maneuver at low levels between 2100 and 700 feet above ground level;
- an FAA approved radio-telemetry antennae mount;
- a Unicom radio capable of communication with other aircraft, airports, air traffic control centers, arrival and departure flight control facilities and weather stations Statewide;
- a working transponder; and
- a Class C fire extinguisher and first aid kit.

3.2.5.6 ADDITIONAL PILOT PROFICIENCY REQUIREMENTS

The pilot must have a minimum of five (5) years experience and 1000 hours as pilot in command. In addition, pilot must have a minimum of 400 hours of precision low level (below 500 feet above ground level) flight experience. The pilot should be familiar with land features, water bodies and airports in New Jersey. References to verify pilot qualifications must be submitted with the bidder's bid proposal (See Section 4.4.2.2 of this RFP).

3.2.5.7 BASE AIRPORT

All aircraft operations will commence and terminate at Miller Air Park, Ocean County.

3.2.5.8 STATE CONTRACT MANAGER

The State Contract Manager designated to receive reports:

Paul Castelli
Research Scientist 2
DEP Division of Fish and Wildlife
Nacote Creek Research Station
PO Box 418
Port Republic, NJ 08241
Telephone: 609-748-2047
E-Mail: paul.castelli@dep.state.nj.us

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **two (2) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>.

4.4.4 SUBMITTALS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so. All information must be clearly printed or typed. You may list additional accounts on a separate sheet. Indicate that a separate sheet is attached at the bottom of this form.

Form 1 Contact Personnel Data (Section 4.4.4.2 of this RFP) must be completed and submitted with the bid proposal. Bidders failure to submit Personnel Data with bid proposal will be cause for rejection of its bid proposal.

Form 2 Reference Data Sheets (Section 4.4.4.3 of this RFP) must be completed and submitted with the bid proposal. Bidders failure to submit Reference Data Sheets with bid proposal will be cause for rejection of its bid proposal.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder’s Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>.

4.4.4.2 CONTACT PERSONNEL DATA – FORM 1

Contact Person Data		
Bidder’s Name and FEIN:		
Individual to be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.		
Name: _____		
Address: _____		
City, State _____		
Telephone #: _____		
Fax # _____		
Aircraft Location		
Aircraft Location:		
Aircraft Location:		
2. Years of this individual's experience in servicing similar accounts: _____		
3. Identify similar accounts this individual has serviced (Include name and contact numbers)		
Account	Contact Name	Contact Phone

4.4.4.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE- FORM 2

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly indicate below that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

Bidder Reference Data Sheet	
Bidder's Name and FEIN	
1. Customer Name:	Location:
1 st individual	Phone #
2 nd individual	Phone #
Length of relationship	Dates of relationship:
Annual value for most recent contract	Year:
2. Customer Name:	Location:
1 st individual	Phone #
2 nd individual	Phone #
Length of relationship	Dates of relationship:
Annual Value for most recent contract	Year:
3. Customer Name:	Location:
1 st individual	Phone #
2 nd individual	Phone #
Length of relationship	Dates of relationship
Annual Value for most recent contract	Year
4. Customer Name:	Location:
1 st individual	Phone #
2 nd individual	Phone #
Length of relationship	Dates of relationship
Annual Value for most recent contract	Year

NOTE: FORMS 1 and Form 2 Must be completed and submitted with the bid proposal

4.4.4.4 PILOT INFORMATION SHEET – ATTACHMENT A

The bidder must provide a separate set of **Attachment A** sheets for each schedule bid. Bidders will be allowed five (5) business days to submit information upon request from the State, if not supplied with the bid. Failure to submit **Attachment A** within five (5) business days from a request by the State will result in a rejection of the bid proposal for each Schedule not supplied.

Attachment A is located on the advertised solicitation, Current Bid Opportunities web page with web address: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913/shtml>

4.4.4.5 AIRCRAFT LISTING - ATTACHMENT B

The bidder should complete one profile for each aircraft to be used. Provide a separate set of profiles for each schedule being bid. Bidders should submit with its bid proposal or within five (5) business days of a request from the State. The bidders failure to supply any aircraft listing Attachment B sheet by schedule within five (5) business days from a request form the State, will result in rejection of its bid for that schedule only.

Attachment B is located on the advertised solicitation, Current Bid Opportunities web page with web address: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913/shtml>

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.7 COOPERATIVE PURCHASING

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

4.4.8 PRICE SHEET INSTRUCTIONS

4.4.8.1 The bidder must submit all information requested on the pricing lines.

4.4.8.2 The bidder may bid on any one or more groups of items listed on the pricing pages. However, to be considered for an award the bidder must submit pricing for all price lines listed in that group. Failure to do so will result in the rejection of its bid proposal for that particular group only.

4.4.8.3 Award will be made to that vendor who complies with all of the requirements for a schedule and the lines for the schedule total to the lowest price.

4.4.8.4 Groups are as follows:

	Agency	Scope Section	Price Lines
Schedule I	DEP Forest Fire Management	3.2.1	00001 – 00021
Schedule II	DEP Mosquito Control	3.2.2	00022 – 00044
Schedule III	DEP Wildlife Management	3.2.3	00045 – 00047
Schedule IV	DEP Endangered and Non-Game Species	3.2.4	00048 – 00050
Schedule V	DEP, Div. of Fish & Wildlife-Law Enforcement	3.2.5	00051 – 00053

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be

construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

The **Using Agency is** authorized to order and **the contractor/contractors is/are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

5.8.1 All products and services must conform in every respect to the standards and regulations established by Federal and New Jersey State laws and all FAA regulations where applicable.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39913.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted

under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

7.2.1 Awards will be made in each group to the bidder submitting the lowest overall total price per hour by adding all price lines in the group as follows:

Schedule I (price lines 00001 – 00021)
Schedule III (price lines 00045 – 00047)
Schedule IV (price lines 00048 – 00050)
Schedule V (price lines 00051 – 00053)

7.2.2 For Schedule II (price lines 00022 – 00044) group award will be based on a formula which will include the total hourly cost of rental, **plus** the cost per square foot storage charges, **plus** the transportation cost per mile to determine the low cost bidder.

The formula is as follows:

(All hourly rental charges total (price lines 00022 – 00027, 00029 – 00034, and 00036 – 00041) +

(Cost per square ft. Storage total {(price lines 00028, 00035, 00042) x an estimated 600 sq. ft}) +

Cost per mile transportation (price line 00044 x estimated avg. 50 miles) = Full cost of Schedule

7.2.3 Contract award[s] shall be made with reasonable promptness by written notice to those responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.