

PANAMA-UNITED STATES COMMISSION FOR THE ERADICATION AND PREVENTION OF SCREWORM

BIDDING FOR:

*“Aerial Dispersal Service of the Dispersal Center of the Panama-United States Commission for the Eradication and Prevention of Screwworm (COPEG), located at the Tocumen International Airport, Republic of Panama.
(5 years)”*



www.copeg.org

BID SPECIFICATIONS

NOTICE OF REQUEST FOR PROPOSAL

PROPOSAL INVITATION No. 05-2022

Requisition _____

EXECUTIVE SUMMARY

THE PANAMA-UNITED STATES COMMISSION FOR THE ERADICATION AND PREVENTION OF SCREWORM (COPEG), acting under the statutory provisions in force, issues **Proposal Invitation No. 005-2022** for the works “**Aerial Dispersal Service of the Dispersal Center of the Panama-United States Commission for the Eradication and Prevention of Screworm (COPEG)**, located at the Tocumen International Airport, Republic of Panama.”

PARTICIPANTS:

Any national or foreign legal entity, consortium or joint venture that has full legal capacity, that is not subject to any of the grounds for disqualification and incompatibilities established by the law regulating the contracting purpose, and that meets the requirements set forth in the Bid Specifications may participate in this selection process.

REFERENCE PRICE USD \$5,000,000.00 for 5 years of service.

PROPOSAL SUBMISSION

Proposals shall be submitted according to the following instructions:

DATE: December 13th, 2022.

TIME: Until 11:59 p.m.

MEANS: Email cherrera@copeg.org

START OF BIDDING: Proposals shall be received on the date established in the approval meeting, until 11:59 p.m. The proposal to participate in the bidding shall be submitted in the form included in these Bid Specifications by email, and shall contain all the documents required in the Bid Specifications. If the proposal is too large, it can be sent by wire transfers.

PREVIOUS MEETING AND APPROVAL:

DATE: November 8th, 2022.

TIME: Until 11:59 p.m.

MEANS: Face-to-face.

The approval meeting shall be held in a face-to-face format. The interested parties may contact us by email and confirm their attendance before the approval meeting.

ACQUISITION OF THE BID SPECIFICATIONS:

Offerors may acquire the Bid Specifications free of charge by requesting them via email. Offerors may also acquire them in printed form.

INQUIRIES:

They must be addressed to Carlos Herrera, COPEG's Procurement Department, via the email cherrera@copeg.org, or they may be sent to facsimile number 296-0467, or you may call the phone number 296-0006 extension 2145.

Term: Up to three (3) days before proposal submission, i.e. up to three (3) days before the public ceremony.

ANSWERS:

If, as a result of the questions received, it is necessary to make any clarification, written clarifications shall be sent to all parties invited to participate.

CONTRACT AWARD:

Contract award is based on the best value, unless the offer is determined to be disqualified due to lack of interest, responsibility and capacity or because it is considered that the required item does not satisfy the guarantee and quality requirements established by the commission. Those purchases that should have special or well-defined characteristics for use by the committee must be submitted for technical evaluation; the evaluators shall be representatives of both the U.S. and Panamanian sections.

The commission shall have authority to reject one or all the offers, if it considers them to be burdensome or onerous. COPEG is not under the obligation to accept the Proposal evaluated as the lowest one or any other Proposal it receives.

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SECTION A - GENERAL CONDITIONS

A.1 INVITATION TO OFFERORS:

For the Aerial Dispersal Service of the Dispersal Center of the Panama-United States Commission for the Eradication and Prevention of Screwworm (COPEG), located at the Tocumen International Airport, Republic of Panama.

A.2 DATE AND TIME TO SUBMIT DIGITAL PROPOSALS:

Digital proposals shall be submitted on the date established in the approval meeting, until 11:59 p.m. The proposal to participate in the bidding shall be submitted in the form included in these Bid Specifications by email to cherrera@copeg.org, and shall contain all the documents required in the Bid Specifications in PDF format. If the proposal files are too large, they can be sent by “*wetransfer*.”

A.3 PROPOSAL VALIDITY PERIOD:

Proposals shall be valid for a period of one hundred twenty (120) calendar days from the date of execution of this act.

A.4 REFERENCE PRICE

USD \$5,000,000 (Five Million U.S. Dollars) for 5 years of service.

A.5 OFFERORS' RESPONSIBILITY:

For all purposes, offerors are responsible for having inspected and examined the place subject-matter of this bidding and its surroundings before submitting their proposals, and for having obtained sufficient and necessary information about the form and nature of the site, transportation facilities, means of access, needed services and premises and, in general, for having obtained all the necessary information locally or from other sources about the contingencies or other circumstances that may in any way influence or affect their proposals.

The sole submission of the proposal evidences that the site and/or location subject-matter of this bidding have been inspected and examined.

A.6 INQUIRIES:

The interested parties may obtain the Bid Specifications by sending an email message to: cherrera@copeg.org, COPEG's Procurement Department, Tel. 296-0006 Ext. 2145, Cell Phone: 507-6997-7641.

A.7 FACE-TO-FACE APPROVAL MEETING:

The approval meeting shall be held in a face-to-face format. The interested parties may contact us by email and confirm their attendance before the approval meeting.

Offerors must visit the site so that they may better prepare their proposals. Offerors are urged and expected to inspect the site where the services are to be performed and to satisfy themselves as to general and local conditions that may affect the cost of contract performance, to the extent that information is reasonably obtained. In no case will the failure to inspect the site constitute grounds to make a claim after the contract is awarded.

Visits shall be made prior to proposal submission and on the dates and times listed herein.

The person specified in the Executive Summary must be contacted to schedule a site visit.

Place for Site Visit: COPEG's Dispersal Center, Tocumen International Airport, City of Panama, Republic of Panama.

A.8 DISCREPANCIES, OMISSIONS AND INTERPRETATIONS:

Each offeror shall carefully examine these Bid Specifications and learn about all the conditions and details that may affect the performance of the activity subject matter of this public bidding and the relevant offer.

If offerors find any discrepancies or omissions in these documents or have doubts concerning their meaning, they shall immediately send an email to THE COMMISSION requesting the appropriate clarification.

Any innovation or change introduced into these Bid Specifications shall be notified by email only once and at least three (3) days in advance of the date established for this Request for Proposal.

If necessary to comply with the above-stated minimum terms, THE COMMISSION may announce a new date to hold this bidding.

A.9 KNOWLEDGEMENT OF AND COMPLIANCE WITH THE STATUTORY PROVISIONS IN FORCE:

Offerors must comply with THE COMMISSION's regulations and the Bid Specifications.

A.10 PROPOSAL SUBMISSION:

A Technical Proposal and a Financial Proposal shall be submitted by email in separate files. The proposals and any other document shall be submitted in Spanish. Any proposals submitted in response to this request shall be in PDF format. The proposals shall be sent to the email address cherrera@copeg.org or by *wetransfer*.

The proposals must include a technical proposal and a financial proposal. Each of both proposals shall be separate and complete, so that one of them may be evaluated independently from the other. The technical proposal must not contain any reference to costs; however, resource information (such as information concerning working hours and categories, materials, subcontractors, etc.) must be included in the technical proposal so that the Contractor's understanding of the work description can be evaluated.

Each proposal's cover letter shall be identified as shown below:

a) For the Technical Proposal:

“Offeror’s Name”
TECHNICAL PROPOSAL
Aerial Dispersal Service
“Date”

b) For the Financial Proposal:

“Offeror’s Name”
FINANCIAL PROPOSAL
Aerial Dispersal Service
“Date”

A.11 TERMS FOR SUBMISSION OF THE TECHNICAL PROPOSAL:

The technical proposal shall be used to perform an evaluation and determine whether the proposal satisfies COPEG’s requirements. Therefore, the technical proposal must provide sufficient information to reflect a deep understanding as well as a detailed description of the technical capacity criterion. Proposals that simply paraphrase COPEG’s specification/job description requirements or use words such as “will comply” or “standard techniques will be used” shall be considered unacceptable.

Offeror’s proposals must clearly contain the following information as a minimum:

- All the required technical documents and certifications as listed in Section B - Work Description.
- Certifications issued by pilots.
- Certifications issued by mechanics.
- Copies of any agreement regarding maintenance facilities and third-party personnel and planes.
Plane availability test.
- Fuel consumption rate per plane fueled to perform the services subject matter of this contract.
- Narrative explaining the technical capacity as required in Section E: “Offer Evaluation.” All other technical capacity criteria shall be explained during the oral presentation.
- Information on previous works as required in Section E: “Offer Evaluation.”

Additionally, the technical proposal must contain the following information:

- Information on previous works – See instructions below
- Technical capacity description – See instructions below
- There is a page limit for the technical capacity description:
 - 40-page limit. The proposal must be single-spaced, with no less than 1” margins. Minimum font size of 11 shall be used. If the offerors technical narrative exceeds 40 pages, then only the 40 first pages shall be taken into account.

- Test that meets the requirements listed by COPEG under Work Description, which includes copies of all Contractors, equipment specifications, plane, licenses of pilots and mechanics, permits and certifications, etc.

A.12 TERMS FOR SUBMISSION OF FINANCIAL PROPOSALS:

Offeror’s proposals shall be drafted in Spanish and the price shall be expressed in U.S. Dollars. Financial proposals shall contain at least the following information:

- The Proposal Form, signed by the offeror.
- Full list of items – See Exhibit, List of Items
- Proposal Letter, signed by the offeror – See Exhibits.
- Specify the financial capacity, working capital and other resources available to perform the contract without the assistance of an external source.
- Audited financial statements for the previous year.
- 6-digit bank reference letter.
- Commercial references. Three (3) Letters of Recommendation or a Certificate of Final Service Acceptance that prove that they have performed or are performing similar services or benefits, and have proven experience of no less than five (5) years in services similar to the requested ones.
- Photocopy of the identity card or passport of the legal representative or individual authorized to participate in this bidding.
- Original certificate of the Public Registries or copy certified by a Notary Public, evidencing the legal representation. For this request for proposal, consortia must submit the documents that evidence their incorporation as legal entities.
- Foreign legal entities must comply with the requirements set forth in the international agreements concerning apostilles or authentication of documents issued abroad.
- Names of the Personnel Involved in the Service.
- Copy of the Notice of Operation or legal documentation that proves that the company is legally established in its country of origin.
- Details of the Service Scope (see Chapter III).

a) Price:

1. Offerors shall specify in their proposal the total price for the execution of the aerial dispersal service.
2. Any failure or omission by offerors to prepare their proposals or to comply with the Bid Specifications shall be at their own risk, and they shall not have the right to make any claim.
3. THE COMMISSION may request clarifications and additional information about the offers.

b) Acceptance of the Bid Specifications:

Offerors shall declare in their proposals that they accept, without restrictions or objections, the entire contents of the Bid Specifications.

c) Undetermined, Conditional or Alternative Proposals shall not be Accepted:

Proposals containing undetermined offers, such as offering “a certain reduction over the best bid” or “a certain improvement over the most advantageous proposal,” as well as proposals containing conditional or alternative offers shall be rejected outright.

d) Bid Bond:

The proposal shall be accompanied by a bid bond in an amount equivalent to no less than ten percent (10%) of the total value of the proposal.

1. In the case of a Bond issued by an Insurance Company, it shall be issued in the name of the Panama-United States Commission for the Eradication and Prevention of Screwworm (COPEG). Insurance policies from international companies shall be endorsed by an insurance company in Panama.
2. The bond shall be valid for a period of no less than one hundred twenty (120) calendar days from the date of execution of this public bidding.
3. THE COMMISSION is authorized to reject any bond that is not an adequate Bid Bond and to require the replacement of bonds issued by banks or insurance companies without proven financial capacity to guarantee such contractual obligations with bonds issued by insurance companies or banks having such capacity.

VIRTUAL PRESENTATIONS:

As part of the technical evaluation, COPEG shall preside virtual Presentations. After the proposals are reviewed by COPEG, such virtual presentations shall be carried out according to the guidelines specified in this Request. Contractors that desire to be considered for the contract award must attend the virtual presentations. COPEG reserves the right to hold virtual presentations only with offerors who have a competitive range, if a competitive range is established. See the guidelines for virtual submissions in SECTION E: “Offer Evaluation”.

If a competitive range is established, offerors shall be informed that only those proposals considered as such shall have a reasonable chance of being awarded the contract. While every effort will be made to maintain strong competition, COPEG’s contracting personnel shall take care to eliminate unnecessary time and discussion with those offerors whose proposals do not have a reasonable chance of being awarded the contract. This procedure is considered to be beneficial for both parties: COPEG and the offerors involved in this stage. Moreover, to save resources, the acquisition time must be reduced.

Therefore, offerors must submit their initial proposals in terms that are most favorable to them from both the technical and financial standpoints. It should be noted that proposals shall not be included in the competitive range based only on their technical acceptance or based only on cost/price considerations.

A.13 PROPOSAL RECEIPT AND MANAGEMENT:

1. As from the time stated in the notice, offerors shall send their proposals to the email address cherrera@copeg.org with the written legend indicated in these Bid Specifications.
2. Once the proposals have been sent by email, they may not be amended and no other document may be included under any circumstance.
3. No proposals shall be accepted before or after the date set in the notice. No proposals lacking the information requested by the Commission shall be accepted either.
4. Once the day for receipt of proposals has ended, THE COMMISSION shall prepare a Record with the information of the companies participating in the Public Bidding, a copy of which shall be sent to all those listed.

A.14 OPENING AND EVALUATION OF TECHNICAL PROPOSALS:

On the business day following the submission of proposals, the Technical Evaluation Committee shall start the evaluation of the Technical Proposals submitted, shall verify whether they meet all the requirements established in these Bid Specifications, and shall report the results of such evaluation to the General Directorate.

THE COMMISSION reserves the right to verify independently any information submitted by offerors in their proposals.

A.15 PUBLIC CEREMONY TO RECEIVE TECHNICAL AND FINANCIAL PROPOSALS:

1. On the day following expiry of the term set in the notice, the person presiding the ceremony shall receive the proposals of the companies that satisfied the requirements set forth in these Bid Specifications, in the order in which they were submitted, and the respective financial proposals shall be presented virtually.
2. At the end of this public ceremony, the respective minutes shall be drafted and then signed by the officers of THE COMMISSION and sent to the offerors.

A.16 PROPOSAL REJECTION:

1. THE COMMISSION reserves the right to reject one or all the proposals or accept the proposal that is most beneficial to its interests.
2. The person presiding this public ceremony shall reject outright and in the same proposal receipt ceremony those proposals that contain conditional, alternative or undetermined offers.
3. This public ceremony shall be declared void by a reasoned Resolution if the proposals submitted are considered to be onerous or burdensome.

A.17 EVALUATION OF FINANCIAL PROPOSALS:

1. Following the Technical Evaluation, the proposals shall undergo an economic evaluation by an Evaluation Board designated for that purpose by THE COMMISSION.
2. The final contract award shall be based on the total price.

A.18 FINAL CONTRACT AWARD:

If THE COMMISSION considers that all the formalities established in THE COMMISSION's regulations have been complied with, it shall finally award the contract by means of a reasoned resolution.

A.19 PERFORMANCE BOND:

- a. Within five (5) business days following the execution of the Contract by THE COMMISSION and the Contractor, the Contractor shall submit a Performance Bond.
- b. The Performance Bond shall be valid until sixty (60) days after contract termination.
- c. The amount of this Performance Bond shall be equal to no less than twenty-five percent (25%) of the total value of the Contract to be executed. Upon completion and acceptance of the work, this bond shall become an additional work guarantee for a term of one (1) year.
- d. This bond shall be submitted as insurance policies from Panamanian insurance companies; in the case of international insurance companies, the policies shall be endorsed by a Panamanian insurance company.
- e. If the offeror does not submit the Performance Bond within the established term, such offeror shall forfeit the Bid Bond in favor of THE COMMISSION.
- f. THE COMMISSION is authorized to reject any bond that is not an adequate Performance Bond. It may also require the replacement of bonds issued by banks or insurance companies without proven capacity to guarantee such contractual obligations with bonds issued by insurance companies or banks having such capacity.
- g. The Contractor shall maintain the Performance Bond in force as per the terms set forth in the Contract and these Bid Specifications.

A.20 LIFE INSURANCE AND PROFESSIONAL LIABILITY INSURANCE:

Insurance – Offerors shall maintain the following insurance policies endorsed by a Panamanian insurance company:

- a. **Life Insurance** – Offerors shall maintain a Group Life Insurance for all the personnel employed for the provision of the service, protecting COPEG against claims for worker compensation and any other claim, including death, that may result from the operations executed under this Contract.

- b. **Professional Liability Insurance** – Offerors shall maintain a Commercial General Liability Insurance Policy (or Certificate) in an amount of no less than USD \$1,000,000 (One Million U.S. Dollars) per accident, protecting COPEG's assets that may be affected, by virtue of the obligation to compensate third parties for damages.

SECTION B – B.1. WORK DESCRIPTION

BACKGROUND

In 1994, the Federal Government of the United States entered into a joint program through a cooperative agreement with the Government of Panama and the United States for the Eradication and Prevention of Screwworm (COPEG) of Panama for an Eradication Program of the Screwworm. The program has been highly successful saving stockbreeders many hundred million dollars per year. The purpose of the program is to eradicate the Screwworm of the Panama Isthmus and maintain a sustainable permanent barrier to prevent reinfestation of the plague in areas in which it has already been eradicated. Belize, Guatemala, El Salvador, Honduras, Costa Rica and Nicaragua have also been declared free of Screwworm.

The eradication method used by the Screwworm Eradication Program has been the “Sterile Insect Technique” (SIT), which uses aerial dispersal of sterile insects in the environment where there are natural populations of the Screwworm Fly. The sterile insect is mated with the natural population, the result being that any egg produced by native females is sterile and is not incubated. Therefore, with time, the natural populations cease to exist.

The current technique used for the aerial dispersal of sterile insects (known as “Technique of the Sleepy Fly”), depends on breeding and sterilization at the Screwworm Fly Production Plant in Panama. The flies become drowsy due to cold temperatures (39 degrees Fahrenheit), they are collected volumetrically for dispersal, packed to be loaded in the dispersal plane and released from the plane at programmed levels to reach the desired dose level by lineal nautical mile.

B.2. SCOPE OF WORK

COPEG intends to award a firm fixed price agreement of Indefinite Delivery / Indefinite Amount for planes and crew service for dispersal of the Screwworm Fly from the dispersal bases using the flight grates supplied by the Screwworm Program in Panama. The geographic scope of operations shall include the assigned areas of Panama and 20 nautical miles within the Northern border with Colombia, and in the case of an emergency outbreak, it may include some countries of Central America as indicated in the optional amount item lines.

The aerial dispersal shall take place East of the province of Panama, Comarca Kuna Yala Province of Darien and 20 nautical miles in Colombian territory.

B. 3 PERFORMANCE PERIOD

The effective contract date shall be January 1, 2024 and it shall be for a base period of twelve months with four (4) twelve (12) month renewal options. The Contractor shall be capable of providing services as of January 1, 2024. The Contractor shall be notified in writing within 30 calendar days of the contract date, regarding the intention of COPEG of renewing the contract. If all the option periods are executed by COPEG, the agreement shall expire on December 31, 2028.

B.4 CONTRACTOR PERFORMANCE REQUIREMENTS

The Contractor(s) shall supply any personnel, supervision, work, supplies, services, facilitating equipment and associated materials required for the aerial dispersal of sterile insects according to the Work Description (WD). The contract price shall include all costs associated with the execution of any and all the services of aerial dispersal. The costs previously mentioned include, but are not limited to, equipment and all air transport, initiation, crew, certifications, insurance, licenses, surety bonds, permits, fees, visas, general expenses and administration and other costs usually required to carry out the services specified herein.

Work must be performed in a professional manner and the Contractors must comply with Panamanian regulation to pest control established by the Civil Aeronautic Authority (CAA) of Panamá. Contractor performance must adhere strictly to the terms and conditions of this contract and the work orders issued by COPEG.

The contractor shall provide modified planes, personnel and qualified pilots to work in Panama for the aerial dispersal of Screwworm Flies in Panama. The Contractor(s) shall deliver the planes for the exclusive use of the corresponding contract to the Panama - United States Commission for the Eradication and Prevention of the Screwworm (COPEG) Dispersal Center located at the Tocumen International Airport in the City of Panama, Panama.

Modifications to the Contractor plane for special purposes, described hereinafter, shall be required for the installation of the machine and related COPEG equipment, for the dispersal of sleepy insects. Refer to Section B.5 "Dispersal Equipment and Modifications to Planes" for more information regarding the required modifications. Therefore, the Contractor must provide a minimum of two (2) planes that can be modified to fit COPEG's equipment that can be equipped with a dispersal container, appliances and related equipment as described below. After the installation of COPEG's dispersal equipment in the Contractor plane, it requires an Additional Type Certificate approved by the FAA (FAA Form 337) and CAA before performing the work under this contract.

COPEG reserves the right to change the assigned operating base according to the listed contract items. A bilateral contract modification is required to change the assigned base.

The required number of planes and crew may vary during the contract term due to non-predictable events such as, less availability of sterile flies, program changes or termination of the program. If planes must be changed to accommodate the program requirements or a different dispersal, the price changes because of the modification and training is required; which will be negotiated at that time and a bilateral contract modification shall be required.

The flight hours shown in the Item List represent the best estimate of the services required by COPEG. The best estimate for the normal amount of flight time required each month at 22 to 30 hours of aerial dispersal per week. In rare circumstances such as those of inclement weather, a stop or lose in production, etc., the flight time may decrease for some months in each location. The technical point of contact must provide the Contractor a written note with program changes for 10 calendar days, if would be in more than 10% or a change smaller than it would normally be required, except for changes outside the control of COPEG as the climate, and fortuitous force majeure cases, etc.

In general, the aerial dispersal of Screwworms shall take place in a timely manner at the appropriate rate over the areas assigned by the technical point of contact or someone appointed by COPEG. The total number of proposed dispersal planes shall be available for scheduling 7 days a week during daytime, minus the programmed inactivity period. COPEG shall schedule all flights and prescribe the flight grates for the available plane. The flight programs shall be available for the Contractor at least twelve hours in advance. However, there is no guarantee regarding the real number of work orders or flight hours that shall be issued by COPEG during the validity term of this contract.

It is the responsibility of the Contractor to plan, manage and carry out independently, the services of the awarded contract, without the direction and supervision of the technical point of contact (TPOC), or of another commission employee. Therefore, the Contractor shall determine the number of planes and qualified personnel to carry out the service ordered and required by the corresponding contract. It is recommended to hold regular meetings between the technical Project Manager (PM) or another COPEG employee or authorized person to share information, plan or work program.

COPEG technical point of contact shall be appointed after the contract has been awarded and this information shall be given to the Contractor.

B.5 DISPERSAL TEAMS AND PLANE MODIFICATIONS

The planes shall require the modifications listed below to accommodate the installation of the insect dispersal machine and the related equipment. See Section B.16 for more information regarding the size requirements in the planes. The dispersal machine has several components: a base mounted inside the plane; dispersal containers; compressor, electric regulator. See the drawings below included in Section D, **Attachment One (1)**.

- a. The base of the insect dispersal machine shall be mounted on an aluminum frame installed inside the plane. Currently, the base of the insect dispersal machine is mounted on the upper part of an aluminum frame that is screwed to the floor of the plane. The frame allows a free space of 2 1/4 inches between the plane floor and the base screwed for the installation of the dispersal chute. A minimum 2 1/2 inch free space is required between the aluminum frame and the plane floor, to accommodate the installation of the chute attached to the bottom of the machine.
The dispersal container measures 86 inches long X 28 inches wide, 37 5/8 inches high and weighs approximately 450 Lbs. (or in centimeters, 215 cm long X 70 cm wide and 112 cm high).
- b. An opening through the floor and the back part of the plane is required to allow the installation of a chimney and chute(s) to take the insects on board from the opening at the exit of the bottom of the insect dispersal machine.
- c. Power supply to operate the dispersal machine.

The Contractor is responsible for carrying out the appropriate plane modifications for the tasks according to the work description herein. If the maintenance personnel of the Contractor is not familiar about carrying out the required modifications for the plane, such personnel shall have to travel to Moore Air Base in Mission, Texas, United States of America or to the site approved for such training; this shall take place with the previous approval of COPEG, to participate in a brief training session on how to install the dispersal equipment and the frame. The Contractor shall be required to pay all costs incurred to participate in this training session.

The Contractor shall place a logo on the external part of the plane informing it is used for COPEG purposes. At the end of the contract, COPEG's logo shall be removed from the plane.

Upon ending the contract, any item of the Department of Agriculture of the United States of America (USDA), or of COPEG installed by COPEG in the Contractor plane, shall be removed by COPEG, returned to COPEG and shall remain as property of COPEG or the USDA. The Contractor shall be responsible for the modification of any equipment installed by the Contractor.

At the end of the contract and after removing all of COPEG's equipment, the Contractor shall be responsible for carrying out the modifications of the plane(s) to take it back to its original state before any modification was carried out for this contract. The Contractor shall be responsible for the cost of these modifications to return the plane(s) to its original condition.

B.6 CONTRACT WORK HOURS

The work day must start upon arrival to the Dispersal Center. Usually, COPEG's work days are one eight hour work day plus a recess of one hour for lunch, seven days a week, except for legal holidays, unless otherwise notified by the Technical Point of Contact (TPOC) for work required to be carried out on a holiday. All required Contractor's personnel shall report at the time specified by the TPOC and shall remain at the site until dismissed by the TPOC. COPEG's personnel shall be available at all times for work performed hereunder to monitor the flights and load the insects in the planes.

The Contractor is responsible for keeping the plane and equipment ready to fly in order to carry out flight missions preferably during day time seven days a week, during the execution period. The respective Contractor shall schedule work hours required by its personnel to carry out aerial dispersal and maintenance and repair of the plane according to that programmed by the TPOC or someone authorized by him. The Contractor shall have pilots available for the schedule seven days a week during day time to comply with the requirements of the Screwworm Program. If required, the Contractor shall also be available on holidays if services in the event that services cannot be performed during day time and normal work hours, due to circumstances out of the control of COPEG such as weather or emergency situations, outbreaks, etc.

B.7 CONTRACTOR REPRESENTATIVES

The Contractor shall assign a representative to be the Project Manager (PM). The Contractor representative shall be present at the work site at all times while work is being performed under this contract.

B.8 IMPORTANCE OF INITIATING AND COMPLETING THE FLIGHTS ON TIME

There are multiple biologic, entomologic and physical factors that determine the length of time the insect can be kept at the required temperature in the dispersal machine. Therefore, the respective Contractor must be present in all flights within 10 minutes from the time COPEG delivers the sterile insects to the contractor and dispersal team. It is also extremely important for the pilot to take the most direct route to prevent insect damage, reduce the flight hours and save fuel costs.

B.9 RATES AND SERVICES PROVIDED

COPEG shall order a large number of flight hours through individual work orders issued by the TPOC, at the rates established in the program. Payment shall be made according to the hours and a tenth part of hours as shown in the daily flight record. The flights not ordered or authorized by the TPOC or by the person appointed by the TPOC shall not be paid. The TPOC shall supply the specific direction schedule approximately each seven days to inform the time in which the hours ordered by the OC shall be supplied.

B.10 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for any damage, loss or injury to persons, property or animals that might take place as a direct or indirect result, of the work performed while in the contract with COPEG. The Contractor shall notify the TPOC immediately or the person authorized by the TPOC regarding any damage, loss or injury that occurs during the execution of the contract.

If it does not agree with a service provided, COPEG may request its repetition without an increase in the contract price. If the new work performed does not correct the defects or cannot take place, COPEG may seek an equitable price reduction or an appropriate consideration for the acceptance of the improper service. The Contractor shall be responsible for the loss of any Screwworm flies and shall reimburse COPEG for such losses due to negligence by the Contractor, if the Contractor cannot carry out or complete the scheduled flight. The costs shall be deducted from any amount due to the Contractor at the rate of \$1,360 per million of lost insects. In the event of destruction of sterile flies during the flight, the fuel cost plus the cost of the lost flies shall be borne by the Contractor. In the case that dispersal exceeds or is more than the base amount resulting from Contractor negligence or poor performance, the cost of the additional flies production and of the required dispersal costs shall be borne by the Contractor. The estimated loss due to Contractor's negligence, shall be determined by the TPOC or by the person authorized by the TPOC.

The Contractor shall not be charged or required to repeat any service when the delay in the delivery or execution is the result of causes beyond its control and without blame or negligence on its part as a fortuitous or force majeure event, public enemy, acts of COPEG in its sovereign or contractual capacity, fire, flooding, epidemics, quarantine restrictions, strikes or an unusually severe weather.

B.11 EQUIPMENT CONDITION

The Contractor shall ensure that all planes, equipment and supplies required to be used hereunder, are in good operating condition. If such conditions are not satisfactory or if the TPOC determines that they are not appropriate for a safe and efficient operation of the services stipulated hereunder, the items mentioned before shall not be used. These items shall be rapidly removed from the work site and replaced by a plane, equipment and/or supplies in a good operating condition. Equipment failure shall not be an acceptable cause for execution delays.

The Contractor is responsible for the correct installation and removal of the Dispersal Teams. The pilot shall ensure that the dispersal containers be installed correctly and that necessary precautions be taken to prevent damages.

The Contractor is responsible for plane airworthiness and due certification following the installation and removal of the dispersal containers. Installation must take place in such a way so the operating characteristics of the reversal containers are not adversely affected. Once removed from the plane, the Contractor shall return the dispersal containers to their original condition and configuration, with exception of natural wear.

B. 12 PRECAUTIONS / PUBLIC RELATIONS

It is essential for the Contractor and all Contractor's employees and subcontractors, to exhibit a positive image of COPEG ensuring that its employees and of the subcontractors have favorable relations with the public in general. The personnel must be courteous in their treatment and communicate in a professional manner with the public in general, AAC and Air Traffic Control (ATC) personnel. In the event that restrictions, delays or other complications compromise the aerial dispersal operations of any dispersed area caused by unfavorable or non-professional relations with the public in general, AAC or ATC, this conduct may result in the immediate termination of the contract due to an act of defiance.

B.13 OPERATING REQUIREMENTS

1. All aerial dispersal of sterile insects shall take place during day time under Visual Flight Rules (VFR) and all ATC instructions and airport procedures shall be followed strictly. At the discretion of the Contractor it may be required to operate with Instrument Flight Rules (IFR) or NVV conditions for aerial dispersal.
2. The Screwworm Program in Panama shall provide the Contractor the flight program for aerial dispersal. Approximately 28 flights per month shall take place for an estimate of 25-30 flight hours per week. The actual duration of each flight is of approximately 4-5 hours. The flight hours mentioned before represent the minimum estimate of flight hours required to observe the present program requirements. The numbers mentioned are not and must not be interpreted as a guarantee of the work volume that may be requested in this contract. If the sterile insect dispersal areas are expanded or reduced, the flight hours required will consequently increase or decrease.

The Contractor shall carry out flights in the most direct route possible, without stops, unless they are authorized by the TPOC, except for those required for emergency, fuel loading or climate conditions. COPEG may authorize an officer to monitor or inspect any flight mission in support of the program operations with an advance notice. Personnel on board shall provide an authorization note to be in the flight signed by the General Directors of COPEG. A COPEG officer has to be present in each flight to operate the COPEG'S multi-purpose refrigeration machine for insect dispersal. The Contractor shall allow a COPEG officer to be on board in each flight.

3. The approximate weight of the COPEG dispersal equipment is 450 lbs. and it is 70 cm wide, 215 cm long and 112 cm high. Power requirement is 28 volts for the dispersal equipment and 70 amp at the beginning and 60 amp at the operating levels. The dispersal mechanism is activated from a switch by the pilot and operated by the person in charge of the dispersal machine.
4. The operating base shall be the Tocumen International Airport in the City of Panama or any other appropriate site selected by the TPOC. In the event that circumstances shall justify it and the operation base need to change to an alternate airport, due to TPOC coordination, the Contractor shall have the capacity and disposition to fly to the alternate airport in Panama. Besides, if the line of optional items is used for an outbreak emergency, the Contractor shall be requested to fly to the airports located in those assigned countries.
5. The average dispersal operation altitude shall be 8,500 feet above ground level or as determined by the TPOC or by Air Traffic Control where the dispersal takes place. The Contractor cannot fly at different altitudes than those assigned by ATC before landing at and leaving the dispersal area.
6. The speed of the dispersal operation shall be a maximum of 165 knots in air speed, determined by the TPOC or by the person authorized by him. The speed to arrive and leave the dispersal area can be greater to save fuel costs and reduce flight hours.
7. The current average of dispersal hours per load is 4 hours. Currently, operation are scheduled for two flights per day. Generally, flights take place 4 days per week on the following days: Wednesday, Thursday, Saturday and Sunday. The Contractor shall be aware that in inclement weather circumstances, etc. the days scheduled for dispersal could change; therefore, as indicated before, the pilots must be available the 7 days of the week during day time.
8. An Exception Certificate of the Federal Aviation Regulations, 14 CFR 91.313 or an operation certificate of the regulatory aviation entity of the country of origin of the company and aircraft, and an operation certificate of the Civil Aviation Authority (CAA) of Panama shall be required. If the selected company is from abroad, the CAA shall issue a COPEG operating certificate, which is also applicable to the foreign services provider who will be authorized to operate exclusively for COPEG in Panamanian territory.

B. 14 STATE AND FEDERAL CERTIFICATION REQUIREMENTS

The Contractor shall be required to comply with CAA regulations and other Panamanian regulations applicable to the covered operations that may take place in the assigned airspace. The Contractor and the pilots must be capable of flying and carry out dispersal operations in other countries, if required, in Central America when it is required by the Screwworm Program, whenever they comply with the Civil Aviation requirements of other countries without affecting local operations. Any quota or applicable fuel cost shall be reimbursed with the respective receipts.

Immediately after awarding the contract, the Contractor shall visit the corresponding offices to be informed regarding all CAA and other aviation and dispersal requirements of Panama.

Before awarding the contract, the potential contractor shall submit copies of the following verification documents:

1. Insurance and/or any other requirement, including applicable CAA Waiver Certificates, which must be in force before initiating the operations. The Contractor shall hold the appropriate insurance cover for the plane, crew and passengers in the area where the operations will take place (life insurance)
2. The documents must be available at the airport where they must report for inspection by the TPOC including, but not limited to:
 - Register and Air Navigation Certificate of the Plane
 - Plane, propellers and engine logbooks
 - Pilot certificates and medical certificates.
 - Proof of flight summary and insurance policies. The documents submitted for the insurance documents must clearly indicate the following:
 - a. Plane registration number
 - b. Cover period
 - c. Responsibility limits

B. 15 COVERED AREA

The flight areas shall be assigned by the TPOC before the start of operations each day and change along the day due to climate and other circumstances. The areas where flights shall take place shall be considered one hundred percent infected.

B. 16 PLANE REQUIREMENTS

1. The planes shall operate in the restricted category.
2. The equipped planes shall be certified, totally in modified flight conditions of **twin-engine** operation capable of transport and dispersal of flies during sustained flights at speeds of 165 knots in up to 4 - 5 hours of flight time. The plane shall be able to carry out the dispersal of flies at 1,500 to 8,500 above ground level.

The cabin space behind the crew shall be sufficiently ample to accommodate USDA's dispersal machine provided by COPEG. The total minimum height from the plane floor to the cabin ceiling must be at least 53 inches to accommodate the insect containers for piling. See Section D, **Attachment One (1)** for specifications in the dimensions and weight of insect dispersal equipment. The loading doors shall have a minimum width of 54 inches and a minimum height of 50 inches to facilitate the installation of the dispersal machine and to load/unload the container with the insects inside the transportation plane. Proposals of alternate height can be acceptable; however, they shall be approved in advance by the TPOC before awarding the contract. The offeror shall supply sufficient confirmation that the equipment can be loaded/unloaded without adverse security risk for personnel or damage to the required equipment to transport pupae or disperse flies.

3. The planes shall be in good operating condition with a current inspection of 100 hours with transportation time only from the Contractor's base of operations to the Program operating base, and shall be capable of operating a minimum of ten hours per week with only routine maintenance. The plane engine and propeller shall have enough remaining time before the Total Review Time to execute the contract. Ideally, it shall be capable of flying at least 50 percent of the estimated flight hours before the total revision is required. Maintenance during the period of this contract, if at all possible, shall be carried out without interrupting the scheduled flights in the hangar assigned by COPEG at the Tocumen Airport.
4. The plane cannot have a history of pesticide use and cannot make use of pesticides while working in this contract. The plane can also not be parked beside a plane transporting pesticides or carrying out services in which pesticides are used.
5. Besides the fact that the plane is equipped for IFR flights, as described in Federal Aviation Regulation 14 CFR 91.205 and equipped for operations within the Airspace Class B, it must have the following:
 - a. Dual VHF NAV – COMs.
 - b. Automatic Directional Localizer.
 - c. An intercom system with headphones compatible for communication between the pilot, the person in charge of dispersal machine or another member of the crew authorized by COPEG.
 - d. Preferably localization and follow-up programs of the type panorama way info.
6. The planes shall be equipped with a 28 volt electric system to produce a minimum of forty five amperes of additional electric power to the normal electricity load for radios and other plane components. Electric power is required to operate the insect dispersal machine; 70 amperes at the point of departure and 60 amperes at the operating level.

B.17 PLANE GUIDE AND FLIGHT INFORMATION RECORDING SYSTEM REQUIREMENTS

1. An electronic guide and/or flight information recording system that shall register and show the date and time of the entire flight from departure to landing and will be able to know the difference between a normal flight and a flight when the dispersal system is on or off. The system shall provide immediate deviation indications and be sufficiently adequate to keep the plane on the route of flight desired.
2. A compact movement map screen with polygon characteristics that shall alert the pilot when the plane is entering or leaving a specific geographic polygon.

3. Program designed for parallel compensation in equal increases to the width of the assigned strip of the plane application
4. A course deviation indicator (CDI) or a course deviation light, also a CDI, shall be installed in the plane, at a location to allow the pilot to have a direct and peripheric view without looking down. The CDI shall allow the pilot to select the adjustments for the indication of course deviation with the first indication at three feet or less.
5. The system shall show the pilot the actual number of the band and lateral displacement error. The advance of the band must be programmed manually or automatically. If the automatic option is selected, the pilot shall be capable of invalidating the advanced mode to allow the repetition of the simple or multiple band applications.
6. The system shall be equipped with a program for flight information that has a memory system capable of storing a minimum of five (5) hours of continuous flight information records with the recording rate at one second intervals. The complete recording shall include position, time, date, altitude, speed on land, lateral displacement error, dispersal on and off dispersal mechanisms, transmitter of the insect dispersal machine or engine RPM, plane register number, name of the pilot and name and work number and name. The flight information recording program must be compatible with DOS computers, dot matrix, laser and ink jet printers and graphic tracer. The system shall compensate the delay in recording the dispersal on/off mechanism. The system shall show the on/off dispersal at the limit without the effect of saw tooth and be capable to complete recording of files, renaming and initiating a new recording in the flight. The system shall use optimization tables to calculate the dissemination of the product based on the elevation of the plane, wind speed, wind direction, temperature and humidity. The system shall be specific for the plane and for the product to be delivered.
7. The program shall generate a complete flight map within a reasonable time. The systems that require more than one minute to generate a map for a three hour flight in a computer (minimum microprocessor 486 with 16MB memory) SHALL NOT BE ACCEPTED. When seen at the monitor or in the printed copy, the flight path shall clearly differentiate the on/off dispersal. The program shall be capable of the following: repeat the entire flight in slow motion and stop and reinitiate the repetition at any point during the flight; increase any part of the flight to see in great detail and print the entire flight or the enlarged portion. Likewise, the program shall have the measure characteristic function that shall measure the distance in feet among the strips or any portion of the screen and be capable of determining the exact latitude/longitude at any point in the monitor.
8. The flight information program supplied by the Contractor shall have the interphase capacity with Arcgis 9.3 or superior. The interphase process shall be "amicable" since the Program personnel shall be responsible for operating the system to be able to access the information

9. The Contractor shall have available for their own personnel, a user manual for the information recording program.
10. The Contractor shall be responsible for providing the Program personnel all flight recorded information at the end of each day or when it is requested. The information shall be provided in a normal downloading device to allow the Program personnel to recover the flight information of the navigation/dispersal system.

B.18 REQUIRED CONTRACTOR PERSONNEL

The Contractor shall provide the following personnel according to this contract:

1. A highly qualified commercial pilot, or an airline transportation pilot with a current medical certificate of First or Second Class of the FAA and/or CAA for each plane that has:
 - a. More than 800 total hours.
 - b. More than 200 hours in category and class as command pilot.
 - c. A minimum of 25 hours as command pilot in the execution and model of plane to be used, from which at least 10 hours should have been acquired within the 12 previous calendar months.
 - d. Skill to operate the electronic guidance system.
 - e. Be able to work in an environment inside a plane that can cause sickness due to movement.
 - f. Be able to fill out the daily work sheets and read maps for follow-up and activity report.
2. A qualified and certified mechanic to carry out maintenance and repair of the planes.
3. Personnel capable of operating and of downloading the information from the flight recording system of the plane and provide training and basic guidance to the project personnel to ensure the appropriate transfer of mapping information required.

B. 19 COPEG AND CONTRACTOR OBLIGATIONS

The Contractor accepts to do the following and to provide the following characteristics to carry out the work according to this contract:

1. After the installation of USDA's insect dispersal machine and with the FAA and CAA approval, take the plane(s) to the COPEG Dispersal Center at the Tocumen International Airport or to another assigned site, on the day to be reported, **2 (two) planes.**
2. Provide totally certified planes by the FAA and/or CAA, including the modifications approved for the installation of USDA's insect dispersal machine; equipment certification (FAA Form 337 – SUBSTANTIAL REPAIR AND MODIFICATION) that the installation has been approved by the FAA and/or CAA, and/or FAA and/or CAA approved appropriate documentation. The Contractor must allow COPEG to access the dispersal equipment for cleaning and maintenance. COPEG's personnel shall clean the dispersal equipment after each dispersal or after the last flight of the work day.

3. Pay all operating expenses of their planes, including maintenance, services, inspection, salaries of pilots and salaries of the crew members. The hangar space at the COPEG Dispersal Center to keep the planes shall be provided to the Contractor, including an office. The Contractor must pay the cost of electricity, Internet and any other utility service required for its operations. The Contractor may use the hangar space to carry out the plane maintenance, but shall provide their own tools and equipment for such maintenance. The space assigned to the Provider is limited to the hangar area.
4. Dispersal of sterile flies according the terms and conditions of the contract and the work orders issued.
5. The Contractor is responsible for:
 - a. Payment or repair of damage to the airport resulting from Contractor's planes or equipment;
 - b. Maintain COPEG'S airport areas used by the Contractor clean and in order during and after being used, including appropriate cleaning immediately after a flight has ended;
 - c. Accept all applicable regulations such as, but not limited to, the environment, safety and use of the facilities of the Tocumen International and/or another base of operations.

COPEG commits to do the following:

1. Provide information for the flight crew.
2. Provide initial training for the installation of equipment and special purpose activities for the pilot and the person in charge of the dispersal machine; the replacement or substitute personnel shall be trained with the Contractor.
3. Loading/unloading of containers with the insects at/from the contract plane.
4. Provide and keep a daily plane log, showing the hours and tenths of hours flown in each flight. The flight time recorder shall be used if it is accurate. In the event the flight recording times are inaccurate and until the instrument is repaired, the flight time shall be determined by the engine recording time and the recorder of hours on board. COPEG shall also inspect the F03, a recorder that indicates the engine hours, the flight hours in each transport and/or dispersal trip, and respective dispersal coordination if it applies, and if it is accepted, the F03 shall be signed by the Program representative.
5. The Contractor or Representative of the Contractor and the TPOC, or the timekeeper shall sign this record after each flight operation, to acknowledge receipt of all the entries. The Contractor or his representative shall receive a signed copy of this recording for each flight carried out.

B. 20 REQUIREMENTS FOR STARTING OPERATIONS

The report date for the plane and crew shall take place 6 months after receiving the contract awarded by COPEG. Delivery of COPEG's equipment to the Contractor shall take place no later than 6 months before the effective contract date. After reporting, one day will be required for inspection by the Representative of the Contracting Officer and guidance of the crew.

B.21 MUTUAL AND UNDERSTANDING AGREEMENT BETWEEN COPEG AND THE CONTRACTOR

1. The TPOC may reject any plane or GPS that does not comply with the requirements of this request.
2. The Contractor shall have documented verification of the pilot qualifications according to the request. The Contractor shall take personal action against any pilot who is negligent in the operation of the plane or who fails to do so satisfactorily. The TPOC reserves the right to recommend that any pilot who operates his plane in a negligent manner, is intoxicated and/or seems to be under the influence of alcohol or drugs, and or fails to carry out its functions satisfactorily, be replaced. The TPOC may, at any time, need that the pilot exhibit his capacity. The cost of such demonstration flight, shall be borne by the Contractor.
3. As used in the contract, the word "day" shall be interpreted as a calendar day, seven days a week.
4. The Contractor shall not remove or substitute any qualified plane or pilot without the approval of the TPOC.
5. The TPOC or Air Program Coordinator must be on board when required to monitor the equipment and/or Contractor performance.
6. A weather review can be carried out for the flight log and if unacceptable an adjustment or replacement of the log shall be required.
7. The TPOC shall determine the time to start and stop operations each day. The pilot shall be responsible for determining the flight conditions and shall be authorized to cancel a flight because of the weather or of other risk conditions, notifying the TPOC always the motive of the suspension.
8. COPEG shall not be absolutely responsible for the loss or damage of its own equipment or operated absolutely by the Contractor, its agents, employees or subcontractors for injuries or death of the Contractor, its agents, employees or subcontractors.
9. The Contractor shall hold harmless COPEG, its officers, agents, collaborators and employees of liability of any nature or type, or on account of for the use of any copyright composition, or without copyright, process secrets, patented or not patented inventions, items and applications used to execute the contract, including its use by COPEG unless otherwise stipulated specifically in the contract.

10. The Contractor shall be responsible for any negligence or illegal act or omission on its part, its employees, agents or subcontractors and employees or subcontractor agents who affect the contract performance.
11. The Contractor shall hold COPEG harmless of any liability for any death or injury to all persons (other than the responsibility of COPEG for COPEG, MIDA or USDA employees directly committed to carry out the work under this contract as agreed upon by the Federal Employees Compensation Act) or real or personal property, including the negligent use of equipment or of flies resulting from the operation of, or affect the equipment provided by the Contractor.
12. The Contractor shall not be responsible for any negligence or illegal act or omission on the part of COPEG or USDA or its employees, COPEG, MIDA or USDA contractors or their employees.
13. The Contractor cannot replace the planes during the execution of this contract without the written approval of the TPOC and COPEG's contracting personnel. These substitutions must comply with all requirements as they are stipulated in the contract. The substitution requests shall be made at least 10 days before the replacement, except for unforeseen circumstances.

B. 22 EQUIPMENT PROVIDED BY COPEG

COPEG shall provide the following in the execution of this contract:

1. Supply for special use of COPEG's cooling machinery for insect dispersal and related equipment to control the controlled dispersal of screwworm.
2. Supply aircraft fuel only for dispersal activities. This does not include transportation Contractor aircraft to the site to carry out the work hereunder. Fuel shall also not be supplied for flight tests for engine changes or maintenance.
3. Provide hangars pace in COPEG's Dispersal Center at the Tocumen International Airport.
4. Flight maps for the flight crew. **Attachment Two (2)**
5. Office space at the hangar for the project manager and pilots. The Contractor is responsible of supplying its own computers, equipment and charges for telephone lines.

6. **Cleaning** - The Contractor is responsible for keeping the office, the work areas and adjacent sections clean, all damage shall be repaired with the least inconveniences to the public and to the owner.

B. 23 INVOICES

Invoice payment shall be verified by periodic revisions of the flight information recording system.

Invoices shall be sent to the following address:

COPEG
ATT: COPEG DISPERSAL CENTER
MANAGER OF THE COPEG DISPERSAL CENTER
TOCUMEN INTERNATIONAL AIRPORT

B. 24 PLACING OF ORDERS

The Contractor shall provide services hereunder only as indicated in the work order processed by the TPOC. Each task shall include: (i) Date of the order (ii) Contract and order numbers (iii) Number of contract article and description, amount and unit price or estimated cost or rate (iv) Date of delivery or execution (v) Place of delivery or execution (including the consignee) (vi) Packing instructions, wrapping and consignment, if applicable (vii) accounting and assignment information (viii) Payment method and payment office, if not specified in the contract (ix) Any other pertinent information.

The work orders shall be issued according to that requested for large numbers of flight hours.

1. The services in each Work Order shall be requested verbally or in writing by the Contractor to comply with its scheduling needs, up to the total amount of the work order. Oral or telecommunication requests shall be issued only by the authorized Ordering Officer located at COPEG.
2. The contracting personnel may issue Work Orders hereunder, using funds for acquiring a specific number of flight hours before the delivery of orders required by COPEG. The Work Orders can be issued authorizing an Ordering Officer to place the orders against the work orders and scheduling specific delivery dates and amounts up to, but without exceeding the total amount authorized by the contracting personnel.

The following persons are authorized as Ordering Officers herein.

MANAGER OF DISPERSAL OPERATIONS
HEAD OF TECHNICAL OPERATIONS

SECTION C – CONTRACT CLAUSES

The following clauses apply to this Contract:

C.1 CONTRACT FORMALIZATION:

1. The offeror that is finally awarded the Contract must submit the Public Registry Certificate to prove its existence and legal representation.
2. The Contract shall be drafted in Spanish and a true copy thereof shall be delivered to the Contractor; the original Contract shall remain in possession of THE COMMISSION.
3. All expenses arising from the authentication of the Contract shall be solely borne by the Contractor that was finally awarded the Contract.
4. The Contract shall be signed and authenticated when all the formalities required by THE COMMISSION have been carried out.
5. The following shall constitute grounds for the administrative termination of the Contract, as well as any other causes deemed appropriate to be included in the Contract:
 - a. The death of the Contractor, in those cases that cause the termination of the Contract according to the Civil Code, if it has not been established that the Contract may continue with the Contractor's successors.
 - b. The submission of a Creditors' Request or Bankruptcy Request concerning the Contractor or because the Contractor is in a state of suspension or cessation of payments without the corresponding request or bankruptcy having been declared.
 - c. Permanent physical disability, certified by a suitable physician.
 - d. Breach of the Contract.
6. The Administrative Termination of the Contract shall be carried out according to the established procedure and subject to the following rules:
 - a. When there is a cause for the administrative termination of the Contract, THE COMMISSION shall advance the investigation procedures and shall instruct the execution of acts that may lead to the clarification of the facts and that may prove such cause. However, when possible, THE COMMISSION may grant the Contractor a term to correct the facts that caused the start of the procedure.
 - b. If THE COMMISSION decides to declare the administrative termination of the Contract, it shall personally notify the affected party or its representative accordingly, stating the reasons for its decision and granting such party five (5) business days to answer and submit any evidence it may deem appropriate.
 - c. After the Administrative Bureau receives the answer, it shall issue a resolution describing the facts proven, any evidence of the party's liability or the exemption from liability, if applicable, and the statutory provisions infringed. The termination shall be personally notified. All resolutions shall always be duly reasoned.
 - d. The decision to declare the administrative termination of the Contract may only be executed when it is duly formalized.

C.2 AMENDMENT TO CONTRACTS:

1. When it is indispensable to introduce amendments to administrative contracts, the new costs for additional works resulting from the amendment shall be recognized to the Contractor, if the Contractor accepts a unilateral decision of THE COMMISSION.
2. Changes may be made to them as well as to the method of accrediting and recognizing or reducing the new costs, subject to prior technical evaluation.

C.3 PENALTIES:

The penalty for failure to provide satisfactory service shall be equal to one percent (1%) of the total value of the service, divided by 30, for each day of delay in service delivery calculated from the established completion date, as compensation for the damages caused by the delay in complying with the contracted commitment.

C.4 OFFICERS' PROHIBITION TO RECEIVE BENEFITS:

No official or employee of THE COMMISSION is allowed to accept, whether directly or indirectly, any type of benefit offered by any offeror to facilitate or create advantages to be awarded the Contract.

Offerors shall forfeit their right to participate in the bidding if it is determined that they, their representatives, their agents, or any of their employees, have offered or given any type of reward to any official or employee of THE COMMISSION to be favored with the award of the Contract subject matter hereof.

Moreover, the offeror or the Contractor must notify the authorities of THE COMMISSION of any attempt by THE COMMISSION's officials or employees to request any kind of reward to obtain advantages or a preferential treatment in the selection process or performance of the Contract.

C.5 OFFEROR REJECTION:

The following parties may not participate as offerors in the public biddings called by THE COMMISSION:

1. Those individuals or legal entities who have a Contract in force with THE COMMISSION and the progress on performance thereof has been declared to be unsatisfactory by THE COMMISSION.
2. Those parties who lack the capacity to bind themselves.
3. The delinquent debtors to THE COMMISSION.
4. Those parties who have breached in the past a Contract entered into with THE COMMISSION.
5. THE COMMISSION's officials.
6. Those parties who have less than five (5)-years' experience in similar works to the requested ones.
7. Those parties who do not comply with the statutory requirements to perform the services to be contracted.

C.6 TAXES:

The Contractor shall pay all the taxes and fees required by law in respect of all the materials, fuels, tools and instruments used in the preparation of the service.

COPEG is an international non-profit mission and, pursuant to Law 13 of May 6, 1999, enjoys tax exemption privileges, for which reason it is exempted from the Personal Property and Services Transfer Tax (ITBMS, Spanish acronym). Therefore, offerors must not include such taxes in their proposals. It is understood that this privilege solely applies to COPEG and is not transferable to its suppliers or contractors.

Offerors shall pay all the taxes and fees required by law in respect of all the materials, fuels, tools and instruments used in the provision of the service subject matter of these Bid Specifications.

C.7 CONTRACT TERMINATION

1. *Termination for Convenience by COPEG.* COPEG reserves the right to terminate this Contract or any part thereof for its sole convenience. In the case of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to stop work. Subject to the terms of this Contract, the Contractor shall be paid a percentage of the Contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor may demonstrate to COPEG's satisfaction, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give COPEG any right to audit the Contractor's records. The Contractor shall not be paid for any work executed or for any costs incurred that could have reasonably been avoided.
2. *Termination for Cause.* COPEG may terminate this Contract or any part thereof for cause in the event of any default by the Contractor or in the event that the Contractor fails to comply with any of the Contract terms and conditions or fails to provide COPEG, upon request, with adequate assurances of future performance. In the event of termination for cause, COPEG shall not be liable to the Contractor for any number of supplies or services not accepted, and the Contractor shall be liable to COPEG for any and all rights and remedies provided by law. If it is determined that COPEG improperly terminated the Contract due to a default, such termination shall be considered a termination for convenience.
3. *Excusable Delays.* The Contractor shall be liable for default, unless nonperformance is caused by an occurrence beyond the Contractor's control and through no fault or negligence, such as Acts of God or force majeure events, public enemies, acts executed by COPEG in a sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe climate, and common carrier delays. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, notifying this to all participants; shall remedy such occurrence with all reasonable dispatch; and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

C.8 INDEFINITE QUANTITY

1. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this Contract.

2. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to COPEG, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” COPEG shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
3. Except for any limitations on quantities in the Contract or in the Schedule, there is no limit on the number of orders that may be issued. COPEG may issue orders requiring delivery to multiple destinations or performance at multiple locations.
4. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor’s and COPEG’s rights and obligations with respect to that order to the same extent as if the order were completed during the Contract’s effective period; provided that the Contractor shall not be required to make any deliveries under this Contract after the date of the last option of the period that has been exercised.

C.9 STOP-WORK ORDER

1. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - a. Cancel the stop-work order; or
 - b. Terminate the work covered by the order as provided in the “Default” or the “Termination for Convenience by COPEG” clause of this Contract.
2. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a. The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this Contract; and
 - b. The Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this Contract.

- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of COPEG, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

C.10 MINIMUM AND MAXIMUM CONTRACT QUANTITIES

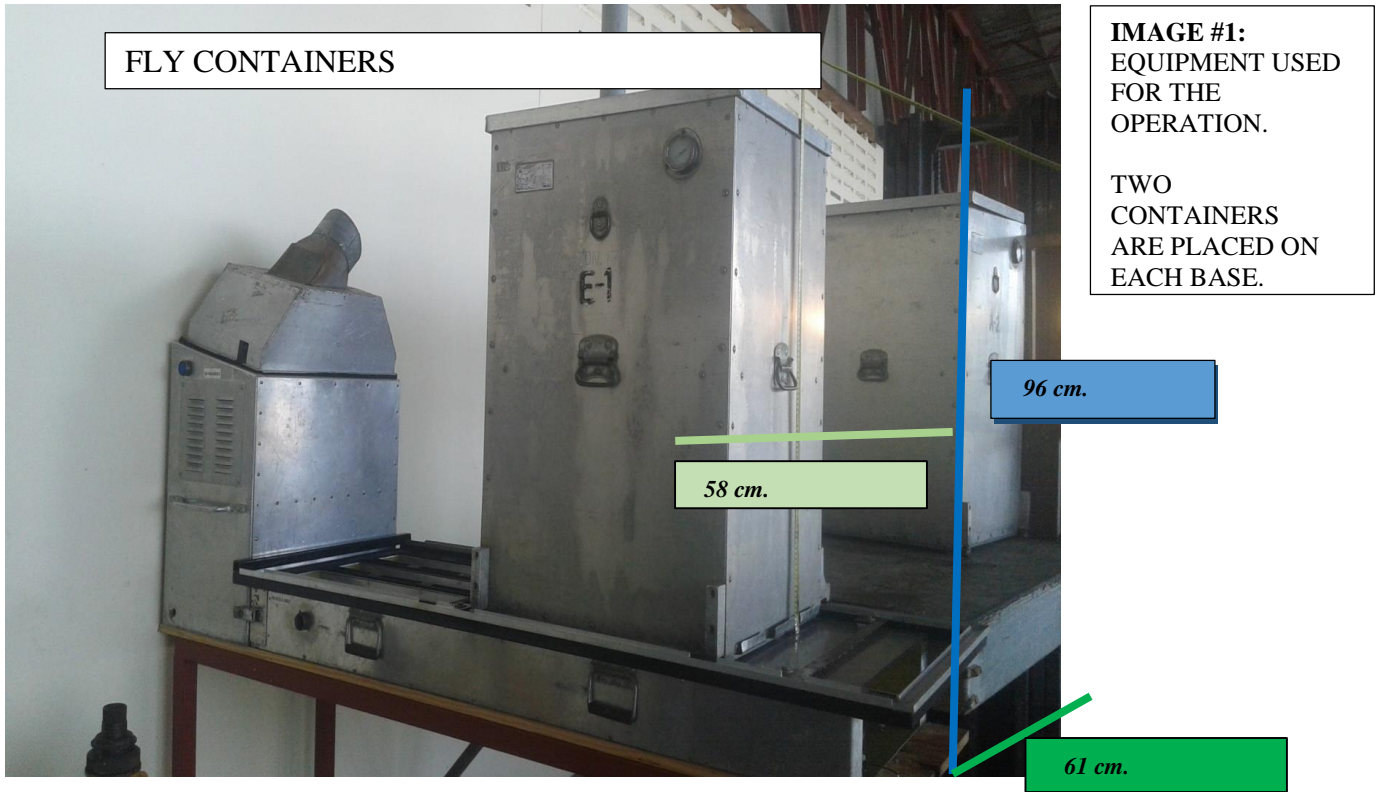
During the Contract period, COPEG may place orders for a minimum of 1,450 hours per base period and additional period option, but without exceeding a maximum of 1,500 hours per base period and additional period option.

C.11 EROSION, SEDIMENTATION AND POLLUTION CONTROL

- a. The operations shall be scheduled and conducted to minimize soil erosion and prevent silt and sludge formation in streams, rivers, irrigation systems and impoundments (lakes, reservoirs, etc.).
- b. Pollutants such as fuels, lubricants, bitumen, sewage, and other harmful materials shall not be discharged on the ground, into or nearby rivers, streams or impoundments, or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- c. Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

SECTION D – CONTRACT DOCUMENTS, TESTING OR ATTACHMENTS.

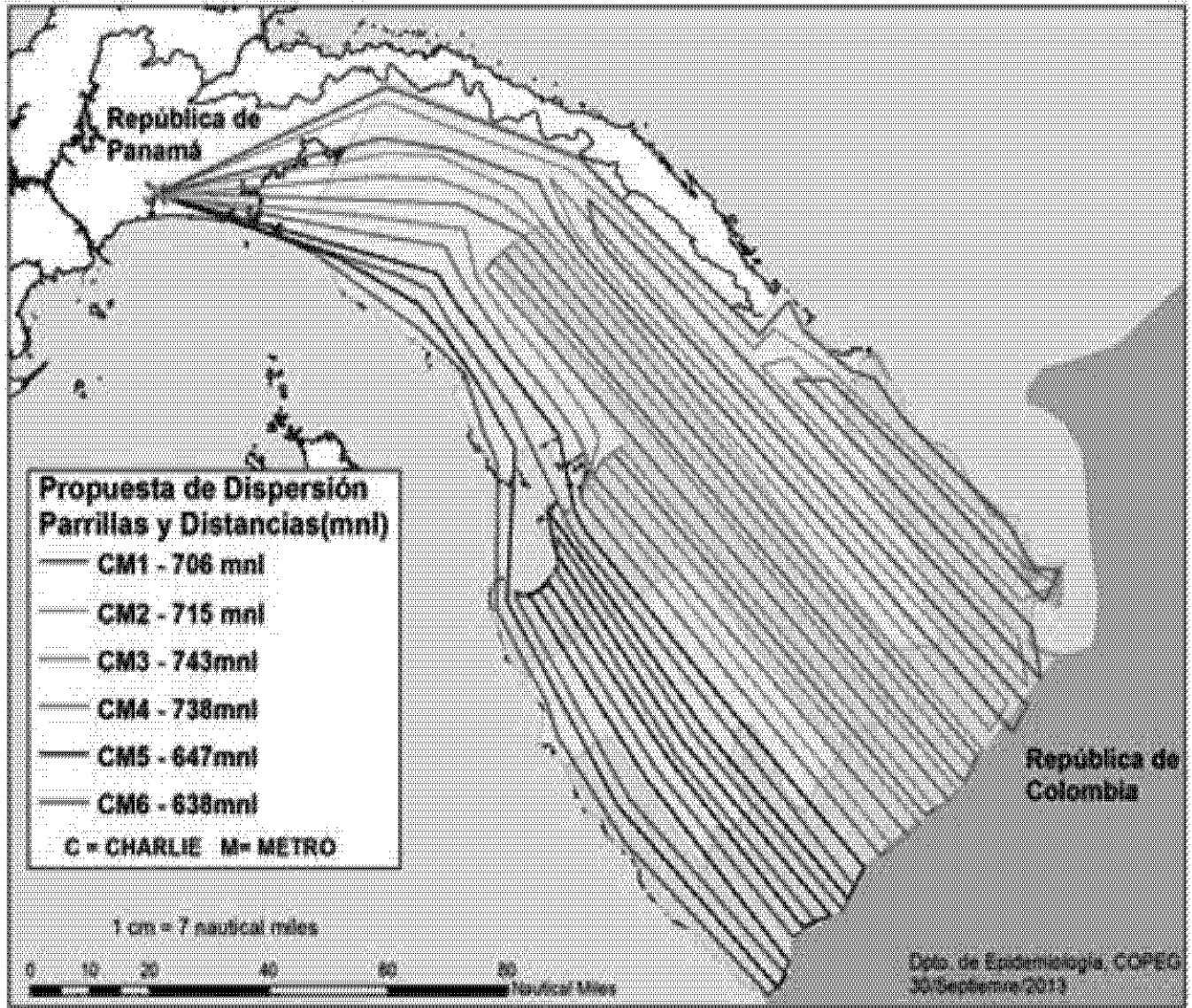
ATTACHMENT ONE (1) – Photographs of the Dispersal Machine



Requirements for the insect release operation / Dispersal Center

• Planes with capacity to fly between 4 – 5 hours, miles to be covered between 600 – 745 per flight.
• Six (6) flights per week.
• Two (2) planes as a minimum.
• Exclusive-use planes for insect dispersal.
• The plane must offer energy capacity to operate the Dispersal machine. (24 volts)
• Capacity to maintain a speed of 165 miles per hour and an altitude to fly between 1500 to 8500 feet.
• 800-pound load capacity for the dispersal operation only. (Full equipment and fly containers). See image 1.
• 1 empty container: 100 pounds / 1 container + 235 lbs flies: 250 pounds / Each container holds 1.7 million flies in average.
• Availability schedule: Monday through Sunday, from 6:00 a.m. to 6:00 p.m.
• One employee from COPEG must be part of the crew in each flight.
• Experience in sterile insect dispersal.
• Live monitoring system that offers the possibility of checking the flight as it is being performed; plane speed, altitude and registration must be reviewed.
• Maintenance of dispersal machines, base and compressor; it must include spare parts for maintenance of such machines.
• Use a navigation guidance system (agnav) to follow established flight routes. (See image 2)
• Consider that the fuel to be used shall be paid by COPEG.
• The supplier is responsible for coordinating and supervising the gassing of the planes with the company in Tocumen.

ATTACHMENT TWO (2) - Dispersal Flight Map



SECTION E – OFFER EVALUATION

The following clauses apply to this Request for Proposal:

E.1 INSTRUCTIONS TO OFFERORS

1. *Submission of Digital Offers.* Digital offers shall be submitted duly signed and dated to such office and on such date as specified in this request. Offers shall be submitted to the email address cherrera@copeg.org, on letterhead or as otherwise specified in the request. Offers shall contain at least the following information:
 - a. The request number;
 - b. The time specified in the request to receive the offers;
 - c. The offeror's name, address and telephone number;
 - d. A technical description of the items being offered in sufficient detail to evaluate whether they comply with the requirements set forth in the request. This may include the product literature or other documents, if necessary;
 - e. The terms of any express warranty;
 - f. The price terms and any discount;
 - g. The "sender" address, if different from the mailing address;
 - h. Recognition of the requests for amendment;
 - i. Information on works executed in the past, when this is an evaluation factor, to include recent and relevant contracts for the same or similar items, or other references (stating contract number, point of contact with telephone number and other pertinent information); and
 - j. A statement specifying the scope of the agreement, with all the terms, conditions and supplies included in the request. Offers that are submitted without the representations or information required or that reject the terms and conditions set forth in the request may be excluded from the evaluation.
2. *Offer Acceptance Period.* Offerors agree to keep the prices in their offers firm for a period of one hundred twenty (120) calendar days from the date established to receive offers, unless a different period is specified in an addendum to the request.
3. *Multiple Offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items to satisfy the requirements of this request. Each offer submitted shall be evaluated separately.
4. *Contract Award.* COPEG intends to evaluate the offers and award the contract without discussing them with offerors. Therefore, the offeror's initial offer must contain the best technical and price terms. However, COPEG reserves the right to conduct discussions if the Contracting Officer later determines that they are necessary. COPEG may reject any and all offers if such action is in the public interest; accept other than that the lowest offer; and waive informalities and minor irregularities in the offers received.

5. *Multiple Awards.* COPEG may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. COPEG reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

E.2 OFFER EVALUATION

COPEG shall award a contract resulting from this request to the responsible offeror whose proposal conforming to the request is most advantageous to COPEG, price and other factors considered. In this acquisition, COPEG shall obtain the best value using the Tradeoff Process. This permits tradeoffs among cost or price and non-cost factors and allows COPEG to accept other than the lowest priced proposal. However, COPEG shall not make an award at a significantly high total cost to obtain a slightly higher technical experience.

1. Options. COPEG shall evaluate the offers for award purposes by adding the total price for all options to the total price for the basic requirement. COPEG may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate COPEG to exercise the option(s).
2. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the specified expiration time of the offer, COPEG may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

The following factors shall be used to evaluate the offers: Technical capacity, past performance and price. Technical capacity and past performance, when combined, are significantly most important than price. All other evaluation factors, other than cost/price, when combined, **are significantly more important than cost/price**. In determining the best value, cost or price, no other related price factors shall be important.

The following factors shall be evaluated to determine technical capacities and past performance:

E.3 TECHNICAL CAPACITY

A part of the technical capacity information shall be provided during the virtual presentation and another part shall be provided in written form. (See below for more specific information on what should be provided in written form.)

1. The proposed plane must comply with the requirements established in Section B.16 of the Work Description.
2. Relevant Past Experience: A contractor with past experience working in aerial dispersal programs shall be highly advantageous for COPEG.

3. **Plane Maintenance:** The contractor must have trained and experienced personnel to perform the required maintenance and keep its plane(s) operational at all times. The contractor must have skilled personnel available to perform regular maintenance and periodical inspections of its plane(s). The location of the maintenance personnel within a radius of 25 miles from the Tocumen International Airport shall be highly advantageous for COPEG to ensure that there is no delay in services while the planes are serviced. If the contractor has local personnel available or made prior arrangements for maintenance personnel, it shall provide proof or a copy of this arrangement with its proposal. A contractor with local personnel or a preexisting arrangement shall be highly advantageous for COPEG. Plane maintenance shall mandatorily be performed inside COPEG's hangar, save for exceptions previously approved by the PCT.
4. The contractor must have demonstrated knowledge of the applicable rules and regulations to operate the plane in the Panamanian/Colombian airspace. A contractor with knowledge of the applicable rules and regulations to operate the plane in the Panamanian/Colombian airspace shall be highly advantageous for COPEG. The contractor must list its experience with the rules and regulations concerning the Panamanian/Colombian airspace and/or its experience flying in other countries.
5. The contractor must have demonstrated knowledge of the business environment in Panama or other non-English speaking countries. The contractor shall provide summarized information on its experience working in other non-English speaking countries and identify such countries.
6. The contractor must have demonstrated knowledge of the Panamanian land in the Darien region and its borders. The contractor shall provide a summary identifying its experience flying over Panamanian land in the Darien region and its borders as well as in other similar terrain.
7. The contractor shall have support personnel available to ensure continuous and uninterrupted coverage in case of personnel absence, and may provide additional personnel in the event of an emergency. Offerors are requested to provide a narrative supporting compliance with this requirement, including the location of the support office and the number of additional pilots available.
8. **Flying Experience of the Pilot:** Hours shall be flown over populated areas and in highly congested airspace. A contractor with extensive flying experience shall be beneficial for COPEG. The contractor shall provide a summary explaining the flight hours of the proposed pilots.
9. **Technical Skill and Experience of the Program Manager:** The Screwworm Program requires a program manager who can adapt to emergencies that may occur in the region and to the dispersal program demands.
10. **Safety Plan of the Organization:** A contractor that provides safety training to the pilots and that has an organizational safety policy/program in place shall be advantageous for COPEG.

11. Plane Guide and Flight Information Recording System Requirements: The contractor's plane must have a guide and an information recording system that conform to the requirements set out in Section B.17 of the Work Description.
12. Plane guide and recording systems: Electronic operation guide and/or flight information recording system: Fly dispersal requires precise and adequate flight patterns. Insect dispersal in untreated areas is costly and reduces treatment effectiveness. A pilot with proven experience using plane guide and recording systems shall be highly advantageous for COPEG.
13. Plane Safety: A contractor with proper maintenance records and zero accidents in the past five (5) years shall be advantageous for COPEG.
14. The contractor must have a plan to ensure continuous and uninterrupted coverage in the event of plane failure or unavailability due to emergencies, etc.

Past performance is a measure of the degree to which an offeror satisfied its customers in the past, complied with federal, state and local laws and regulations and executed similar works in terms of size, scope and complexity. The evaluation of past performance shall be subjective and based mainly on the offeror's reputation with customers and others. Past performance evaluations may be based on information such as: contracting officer's and evaluator's knowledge of previous experience with the supply or service being acquired; customer surveys; or another reasonable basis. The evaluation shall consider the firm's record of:

1. Conforming to quality specifications and to standards of good customer service, such as providing prompt and adequate service and deliveries on time.
2. Compliance with federal, state and local laws and regulations.
3. Adherence to contract schedules.
4. Compliance with contract terms and conditions.

References shall be required to assess past performance. Each offeror must submit references of current or recent customers. Offerors must provide the name, address, telephone number and email of each reference.

Offerors must list all current and previous contracts with COPEG, contracts with the federal government, total amount in dollars, contract name, agency, address, telephone number, email, and a brief description of the project executed. If offerors do not have contract experience with the federal government or with COPEG, they shall submit the above-mentioned references for contracts that were executed in the past three (3) years, in the following order: state, local or private.

COPEG will not look for information to rectify the problems found in the information provided by the offeror. The responsibility for providing complete information on past performance lies with the offeror.

A part of the technical capacity information shall be provided in written digital form and all other technical capacity criteria shall be submitted during oral presentations. Offerors must provide the following information in written form together with their proposals.

THE FOLLOWING TECHNICAL CAPACITY CRITERIA MUST BE PROVIDED IN WRITTEN DIGITAL FORM (Offerors must provide a detailed summary explaining each requirement shown below)

1. The proposed plane must comply with the requirements established in Section B.16 of the Work Description.
3. Plane Maintenance: The contractor must have skilled and experienced personnel to perform the required maintenance and keep its plane(s) operational at all times. The contractor must have skilled personnel available to perform regular maintenance and periodical inspections of its plane(s). The location of the maintenance personnel within a radius of 25 miles from the Tocumen International Airport shall be highly advantageous for COPEG to ensure that there is no delay in services while the planes are serviced. If the contractor has local personnel available or made prior arrangements for maintenance personnel, it shall provide proof or a copy of this arrangement with its proposal. A contractor with local personnel or a preexisting arrangement shall be highly advantageous for COPEG. The contractor must state whether the personnel maintenance will work outside COPEG's facilities or whether the contractor has its own facilities.
8. Flying Experience of the Pilot: Hours shall be flown over populated areas and in highly congested airspace. A contractor with extensive flying experience shall be beneficial for COPEG. The contractor shall provide a summary explaining the flight hours of the proposed pilots.
11. Plane Guide and Flight Information Recording System Requirements: The contractor's plane must have a guide and an information recording system that conform to the requirements set out in Section B.17 of the Work Description.

When the offerors' proposals are received, a preliminary evaluation of the technical capacity shall be made in writing. Criteria 1, 2 and 12 shall be evaluated on a pass/fail basis. If an offeror does not receive a passing score in Criteria 1, 2 and 12, its offer may be eliminated and shall not be considered for the contract award.

VIRTUAL PRESENTATION GUIDE

1. Presentation Schedule. On or about _____, 20__, _____ shall be notified of the date and time of its presentation. All virtual presentations shall be held on the Microsoft Team Platform. Virtual presentations shall be scheduled for _____ and _____, 20__. **All presentations shall be made in Spanish.** Offerors must be aware that COPEG may have a translator present to translate the presentation from Spanish to English if necessary to explain to the members of the technical evaluation team. If there are more presentations than the estimated number, the presentations may also be scheduled for ____ of _____, at COPEG's discretion.

The order in which offerors will make their presentations shall be determined by lot by the contracting personnel. Once offerors are notified of the presentation date and time, they shall complete their presentations on the scheduled date and time. Offerors' requests to reschedule their presentations shall not be admitted.

2. Form of Presentation. Offerors shall make their own virtual presentations to the Technical Evaluation Board (JET, Spanish acronym), contracting personnel and other COPEG's representatives in person at the above-mentioned facilities. Submission of videos or other form of media containing the presentation for evaluation shall not be authorized. A copy of the presentation material shall be provided in advance in Microsoft Power Point 2016 (or newer) format no later than on the closing date of the Request for Proposal.
3. Time Allowed for Presentations. Each offeror shall have a maximum of sixty (60) minutes to make its presentation, including a maximum of ten (10) minutes to introduce the team members present and provide a brief description and history of the company. After that, COPEG shall vote for fifteen (15) minutes and shall open a question and answer period (clarifications and comments) of no more than thirty (30) minutes. During COPEG voting period and the questions and answers period, the offeror's presentation team (participants) may have contact only with JET personnel.
4. Media. COPEG shall provide the Microsoft Team link for the meetings.
5. Offeror Presentation Team. The individuals who will make the virtual presentations must be directly involved in the efforts to be awarded the contract. The Program Manager must attend the virtual presentations. The number of participants representing the offeror shall be limited to three (3) contractor personnel. No person may be present and actively participate for more than one contractor team.
6. Purpose of Virtual Presentations. The sole purpose of virtual presentations is to evaluate the offeror's knowledge and experience with the requirements of the bidding contract. Questions and answers must not **relate to the price** or any other element of the offer. As stated in the request, the virtual presentations shall replace the written information for some of the technical capacity criteria.

7. Contents of Presentations. Presentations must not show the price or cost and rate. Virtual presentations shall address the technical capacity information, except for the information required to be submitted in writing. Offerors shall provide information that evidences a clear understanding of the technical requirements set out in the Work Description section of the request.
8. Before starting the virtual presentation, the offeror shall provide the Technical Evaluation Board (JET) with a written note with the names, signatures and positions of all presenters and their proposed participation in the program. At the end of the virtual presentations, offerors shall provide the JET with the flipchart sheets and/or slides used during the presentation and digital copies of the presentation if modified from those provided to the JET prior to the virtual presentation. COPEG shall only accept for evaluation documents that have been presented or referenced during the presentation. No additional information shall be accepted. Any information provided during the virtual presentation shall be kept by JET personnel, as such information will be used as part of the technical evaluation.

Offerors' oral presentations shall address the following technical capacity criteria:

1. **Relevant Past Experience:** A contractor with past experience working in aerial dispersal programs shall be highly advantageous for COPEG.
2. The contractor must have demonstrated knowledge of the applicable rules and regulations to operate the plane in the Panamanian/Colombian airspace. A contractor with knowledge of the applicable rules and regulations to operate the plane in the Panamanian/Colombian airspace shall be highly advantageous for COPEG. The contractor must list its experience with the rules and regulations concerning the Panamanian/Colombian airspace and/or its experience flying in other countries.
3. The contractor must have demonstrated knowledge of the business environment in Panama or other non-English speaking countries. The contractor shall provide summarized information on its experience working in other non-English speaking countries and identify such countries.
4. The contractor must have demonstrated knowledge of the Panamanian land in the Darien region and its borders. The contractor shall provide a summary identifying its experience flying over Panamanian land in the Darien region and its borders as well as in other similar terrain.
5. The contractor shall have support personnel available to ensure continuous and uninterrupted coverage in case of personnel absence, and may provide additional personnel in the event of an emergency. Offerors are instructed to provide a summary that complies with this requirement, including the location of the support office and the number of additional pilots available.
6. **Technical Skill and Experience of the Program Manager:** The Screwworm Program requires a program manager who can adapt to emergencies that may occur in the region and to the dispersal program demands.

7. Safety Plan of the Organization: A contractor that provides safety training to the pilots and that has an organizational safety policy/program in place shall be advantageous for COPEG.
8. Plane guide and recording systems: Electronic operation guide and/or flight information recording system: Fly dispersal requires precise and adequate flight patterns. Insect dispersal in untreated areas is costly and reduces treatment effectiveness. A pilot with proven experience using plane guide and recording systems shall be highly advantageous for COPEG.
9. Plane Safety: A contractor with proper maintenance records and zero accidents in the past 5 years shall be advantageous for COPEG.
10. The contractor must have a plan to ensure continuous and uninterrupted coverage in the event of plane failure or unavailability due to emergencies, etc.

Options. COPEG shall evaluate the proposals for award purposes by adding the total price for all options to the total price for the basic requirement. COPEG may determine that an offer is unacceptable if the price option is significantly unbalanced. Evaluation of options shall not obligate COPEG to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the specified expiration time of the offer, COPEG may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

BASIC DEFINITIONS

GLOSSARY

- ***RFP:** Request for Proposal
- ***PM:** Project Manager. The Contractor shall appoint a representative as Project Manager (PM).
- * **TPOC:** Technical Point of Contact (TPOC).
- * **ATC:** Air Traffic Control (ATC).
- * **VFR:** Visual Flight Rules (VFR).
- * **FIR:** Flight Instrument Rules (FIR).
- * **CDI:** Course Deviation Indicator (CDI).
- * **CAA:** Civil Aviation Authority.
- * **WD:** Work Description (WD).
- * **FAA:** Federal Aviation Administration (FAA).

**EXHIBITS
LIST OF ITEMS**

SECTION A - SERVICES AND PRICES

Offerors shall submit a fixed price proposal in dollars for the execution of the work required in the Work Description. The offeror price shall be equal to the total cost, which includes all costs associated with the performance of any and all the aerial dispersal services required in this contract for aerial dispersal of sterile insects in accordance with the “Work Description,” including but not limited to: labor, transportation, furniture, and transportation of all planes, start, crew, certifications, insurance, licenses, bonds, permits, tariffs required by the Panamanian State, overhead and administrative expenses, supplies and equipment other than those listed in the Work Description to be provided by the Panama-United States Commission for the Eradication and Prevention of Screwworm (COPEG), and any other cost normally required to perform the services specified herein below. The proposals shall be sufficiently detailed to determine their adequacy.

01 – Base Contract Period: From January 1, 2024 to December 31, 2024

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Amount</u>	<u>Total</u>
0101	Aerial dispersal flight hour in Panama without fuel as per Work Description	Hour	1,450	\$ _____	\$ _____	
0102	Maintenance and spare parts GFE (dispersal machine)		264 hrs.	\$ _____	\$ _____	
0103	If applicable, cost of transporting plane(s) to Panama for contract performance	Plane	_____	\$ _____	\$ _____	
0104	If applicable, cost of transporting personnel to Panama for contract performance	Person	_____	\$ _____	\$ _____	

02 – Period Option One:**From January 1, 2025 to December 31, 2025**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Amount</u>	<u>Total</u>
0201	Aerial dispersal flight hour in Panama without fuel as per Work Description	Hour	1,450	\$ _____	\$ _____	
0202	Maintenance and spare parts GFE (dispersal machine)		264 hrs.	\$ _____	\$ _____	

03 – Period Option Two:**From January 1, 2026 to December 31, 2026**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Amount</u>	<u>Total</u>
0301	Aerial dispersal flight hour in Panama without fuel as per Work Description	Hour	1,450	\$ _____	\$ _____	
0302	Maintenance and spare parts GFE (dispersal machine)		264 hrs.	\$ _____	\$ _____	

04 – Period Option Three:**From January 1, 2027 to December 31, 2027**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Amount</u>	<u>Total</u>
0401	Aerial dispersal flight hour in Panama without fuel as per Work Description	Hour	1,450	\$ _____	\$ _____	
0402	Maintenance and spare parts GFE (dispersal machine)		264 hrs.	\$ _____	\$ _____	

05 – Period Option Four:

From January 1, 2028 to December 31, 2028

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Amount</u>	<u>Total</u>
0501	Aerial dispersal flight hour in Panama without fuel as per Work Description	Hour	1,450	\$ _____	\$ _____	
0502	Maintenance and spare parts GFE (dispersal machine)		264 hrs.	\$ _____	\$ _____	

TOTAL LINE ITEMS 0101, 0102, 0103, 0104, 0201, 0301, 0401 and 0501 \$ _____

A.1 PROGRAM NOTES

- The quantities, as listed in the “List of Items,” are estimated requirements for the period of this contract. COPEG attempts to be as accurate as possible when providing the estimated quantities; however, the current quantities required may differ from the listed quantities.
- COPEG is obligated only to the extent of the minimum guaranteed in the contract. During the contract period, COPEG must place orders totaling no less than **1,250 hours** per base contract period and per additional period option.
- The line items for flight hours , 0101 and 0102 under each contract year, as regulated in the List of Items, are indefinite delivery, indefinite quantity items. The line items for transportation of plane(s) and personnel to Panama to start the work subject matter of this contract are fixed-price finished line items for the first year only. Although the fuel for the aerial dispersal of line items 0101, 0201, 0301, 0401 and 0501 is provided for each plane by COPEG, COPEG will likely consider the amount of fuel required under each proposal based on the type of plane proposed, as this affects COPEG’s total operating costs. This consideration shall be made during the tradeoff process based on price reality.

A.2 NOTES FOR OFFERORS

- COPEG shall provide space in the hangar of the Tocumen International Airport to the Contractor, free of charge. Therefore, the Contractor shall not have to pay for hangar space if the plane(s) remain(s) in COPEG’s hangar at the Tocumen International Airport. The fuel is also supplied by COPEG. This should be taken into account in the price proposed by offerors.

**EXHIBIT
ADDITIONAL SERVICES AND PRICES**

Note: The optional line items shall be exercised only in the event of a Screwworm Outbreak Emergency in any of the Central American countries listed. The Contractor might never be required to work in a Central American country during the term of this contract; however, should an outbreak occur, mobilization to conduct eradication efforts in Central American countries shall be negotiated through a bilateral contract amendment as authorized by the contracting officer.

Quantity of Optional Items (Only in the event of a Screwworm Outbreak Emergency)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Amount</u>	<u>Total</u>
0101	Dispersal flight hour in Nicaragua	Hour	2,000	\$ _____	\$ _____	
0102	Dispersal flight hour in Costa Rica	Hour	2,000	\$ _____	\$ _____	
0103	Dispersal flight hour in Guatemala	Hour	2,000	\$ _____	\$ _____	
0104	Dispersal flight hour in El Salvador	Hour	2,000	\$ _____	\$ _____	
0105	Dispersal flight hour in Honduras	Hour	2,000	\$ _____	\$ _____	
0106	Dispersal flight hour in Belize	Hour	2,000	\$ _____	\$ _____	
0107	Dispersal flight hour in Mexico	Hour	2,000	\$ _____	\$ _____	
0108	Dispersal flight hour in the United States	Hour	2,000	\$ _____	\$ _____	
0109	Fuel Reimbursement	Batch	Not in excess of		\$150,000.00	
0110	Airspace cost	Batch	Not in excess of		\$200,000.00	
TOTAL ITEMS					\$ _____	

EXHIBIT
GENERAL INFORMATION OF THE
COMPANY

1. Name:
2. Main Address:
3. Contact Person and Title:
4. Telephone:
5. Email:
6. Type of Organization (e.g. Individual, stock corporation, another):
7. Name of President:
8. Name of Legal Representative:
9. Offerors must attach a copy of the Public Registry Certificate or document evidencing the incorporation of the company in its country of origin.
10. State how many years your company has been in the business.
11. State how many years your company has been in the business under the same name.

PROPOSAL FORM

Panama, _____, 202_.

Dr. Enrique Samudio
Eng. Roberto Pantaleón
General Directors

Panama-United States Commission for the Eradication and Prevention of Screwworm (COPEG), Antiguo Ingenio Felipillo, Corregimiento de Pacora, City of Panama, Republic of Panama.

To be delivered by hand

Dear Directors,

Please find enclosed herewith our technical and financial proposals that contain information about the company _____, to participate in the **INVITATION TO PROPOSAL No. 05-2022** of the competitive bidding for the **“Aerial Dispersal Services of COPEG’s Dispersal Center,** located at the Tocumen International Airport, Republic of Panama:

Name of individual or legal entity: _____

Representative in the Bidding: _____
(If this person is not the legal representative of the company, attach a Power of Attorney to exercise participation.)

Our Financial Proposal is as follows: _____

Proposal Validity: _____

Delivery Term: _____

The prices in this offer have been established independently without any purpose of restricting competition, without any consultation, communication or arrangement with the other offerors, in relation to prices, intent to bid, or factors or methods used in price calculation.

Furthermore, the prices in this proposal have not been directly or indirectly shown to the other offerors prior to the opening of proposals and no attempt has been made to induce other offerors to participate or not in this bidding. Therefore, the signing of this proposal shall be considered as a certification of the above.

We accept, without restrictions or objections, the entire contents of the Bid Specifications.

COMPANY NAME

(SIGNATURE OF THE LEGAL REPRESENTATIVE OR ATTORNEY-IN-FACT ACTING IN THIS PROCESS)

Personal Identification Number

We attach hereto the following documents:

Technical Proposal

- a. All the required technical documents and certifications as listed in the Work Description section.
- b. Certifications issued by pilots.
- c. Certifications issued by mechanics.
- d. Copies of any agreement regarding maintenance facilities and third-party personnel and planes. Plane availability test.
- e. Fuel consumption rate per plane fueled to perform the services subject matter of this contract.
- f. Narrative explaining the technical capacity as required in Section E: "Offer Evaluation." All other technical capacity criteria shall be explained during the oral presentation.
- g. Information on previous works as required in Section E: "Offer Evaluation."

Financial Proposal

- a. Specify the financial capacity, working capital and other resources available to perform the contract without the assistance of an external source.
- b. Audited financial statements for the previous year.
- c. 6-digit bank reference letter.
- d. Commercial references. Three (3) Letters of Recommendation or a Certificate of Final Service Acceptance that prove that they have performed or are performing similar services or benefits, and have proven experience of no less than five (5) years in services similar to the requested ones.
- e. Photocopy of the identity card or passport of the legal representative or individual authorized to participate in this bidding.
- f. Original Certificate of the Public Registries or copy certified by a Notary Public, evidencing the legal representation. For this request for proposal, consortia must submit the documents that evidence their incorporation as legal entities.
- g. Foreign legal entities must comply with the requirements set forth in the international agreements concerning apostilles or authentication of documents issued abroad.
- h. Names of the Personnel Involved in the Service.
- i. Copy of the Notice of Operation (*Aviso de Operación*) or legal documentation that proves that the company is legally established in its country of origin.
- j. Details of the Service Scope (see Chapter III).

SAME AS CHAPTER 2.4.1.

PROPOSAL LETTER

Date: _____

PROPOSAL INVITATION No. 002-2022

To: _____

We, the undersigned, state that:

- a) We have examined, without reservations, the Bid Specifications, including the amendments issued in accordance with the Instructions to Offerors.

We offer to execute the following works pursuant to the Bid Specifications applicable to the “Aerial Dispersal Services of COPEG’s Dispersal Center, located at the Tocumen International Airport, Republic of Panama:

- b) We are responsible for the truthfulness of the documents and information submitted for the project.
- c) Our Proposal shall be valid for a period of **one hundred twenty (120) days** from the Proposal submission deadline established in the Bid Specifications. The Proposal shall be binding on us and may be accepted by you at any time prior to expiry of such term.
- d) If our Proposal is accepted, we undertake to obtain a Performance Bond in accordance with the Bidding.
- e) We, including our subcontractor or supplier for any contract component, have no conflict of interest, as provided for in Section 9.2.5 - Officers’ Prohibition to Receive Benefits.
- f) We are not participating as offerors or subcontractors in more than one Proposal in this Bidding process.
- g) In accordance with Section 9.2.6 - Offeror Rejection, we have not been declared ineligible.
- h) We understand that you are not under the obligation to accept the Proposal evaluated as the lowest one or any other Proposal you receive.
- i) We understand that you reserve the right to request clarifications after the Proposal is submitted; however, any failure or default by us in preparing the Proposal or complying with the Bid Specifications shall be at our own risk, and we shall not be entitled to make any claim, insofar as the Minimum Mandatory Requirements are not subject to correction.

j) By means of these communications, we certify that we have adopted the necessary measures to ensure that no person acting on our behalf or in our name takes part in bribery.

Name: _____

Title: _____

Signature: _____

LIST OF INSURANCE COMPANIES

I attach hereto the list of insurance companies accepted by COPEG from which you can obtain the respective Bid Bond and Performance Bond. The insurance policies and bonds submitted shall be endorsed by one of the following insurance companies in Panama:

1. Assa, Compañía de Seguros, S.A.
2. Internacional de Seguros, S.A.
3. Mapfre Panamá
4. Suramericana de Seguros, S.A.
5. Chubb Seguros Panamá, S.A.
6. Optima, Compañía de Seguros, S.A.
7. Aseguradora Ancón, S.A.
8. Aliado Seguros
9. Mercantil Seguros y Reaseguros Panamá, S.A.
10. Nase Compañía de Seguros, S.A.

For further information, you may contact Arco Seguros, whose contact details are as follows:
011-507-269-1633, Cell Phone 011-507-6001-5573 Elly de Santamaría,
email esantamaria@arcoseguros.com

CERTIFICATE OF DIPLOMATIC PRIVILEGES AND IMMUNITIES



REPUBLIC OF PANAMA

Ministry of Foreign Affairs

PANAMA 4, PANAMA

DPEIDYD-MIRE-PCER-2021-00267

TO WHOM IT MAY CONCERN:

The undersigned State Protocol and Ceremonial Director, at the request of the interested party, and as shown in the records of the Department of Diplomatic Privileges and Immunities and Documentation,

HEREBY CERTIFIES

That, the **PANAMA-UNITED STATES COMMISSION FOR THE ERADICATION AND PREVENTION OF SCREWORM** is an International Organization duly accredited before the Ministry of Foreign Affairs of the Republic of Panama. Therefore, it enjoys the Diplomatic Privileges and Immunities contained in Cabinet Decree No. 280 of August 13, 1970.

Furthermore, it is exempted from the **7% Personal Property and Services Transfer Tax (ITBMS, Spanish acronym)**, as per Resolution No. 201-5090 of July 6, 2018 and the payment of customs taxes on the imported or exported goods.

This document shall be used by such entity to purchase goods and services in general and shall be valid for one (1) year from the date of issuance thereof.

Issued in the City of Panama this twentieth (20th) day of September, two thousand twenty-one (2021).

DIOMEDES CARLES C.

State Protocol and Ceremonial Director

DCC/mdc/dsl

