



Maryland Department of Agriculture

INVITATION FOR BIDS (IFB)

SOLICITATION NO. MDA-216-14

Issue Date: January 30, 2014

MDA-Aerial Application of Insecticides to Control Gypsy Moths

NOTICE

A Prospective Bidder that has received this document from the Maryland Department of Agriculture's website or <https://emaryland.buyspeed.com/bsol/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

Title: MDA-Aerial Application of Insecticides to Control Gypsy Moth
Solicitation No: MDA-216-14

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Bid/Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or VSBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
Department of Agriculture
IFB KEY INFORMATION SUMMARY SHEET

Invitation for Bids: **MDA-Aerial Application of Insecticides to Control Gypsy Moths**

Solicitation Number: **MDA-216-14**

IFB Issue Date: **January 30, 2014**

IFB Issuing Office: **Maryland Department of Agriculture**

Procurement Officer: **Josheph Harrington**
50 Harry S Truman Pkwy
Annapolis, MD 21401
Phone: 410-841-5904 Fax: 410-841-5835
email: _joseph.harrington@maryland.gov

Contract Monitor: **Robert L. Tatman**
The Wayne A. Cawley, Jr. Building
50 Harry S Truman Pkwy, Room 341, Annapolis, MD 21401
410-638-8926 Fax 410-638-8304
Robert.tatman@maryland.gov

Bids are to be sent to: **Maryland Department of Agriculture**
50 Harry S Truman Pkwy, Room 341, Annapolis, MD 21401
Attention: Robert L. Tatman

Pre-Bid Conference: **February 24, 2014, 1:30pm Local Time**
50 Harry S Truman Pkwy, Room 341, Annapolis, MD 21401

Closing Date and Time: **March 6, 2014, 2:00pm Local Time**

Public Bid Opening: **March 6, 2014, 2:30pm Local Time**

MBE Subcontracting Goal: **0 %**

VSBE Subcontracting Goal: **0 %**

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Agriculture (MDA or the Department) is issuing this Invitation for Bids (IFB) to provide aerial application of insecticides to valuable rural and urban forests to prevent mortality and decline of oaks and other affected species resulting from defoliation by gypsy moth.
- 1.1.2 It is the State's intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is four months. See Section 1.4 for more information.
- 1.1.3 The Department intends to make one award as a result of this IFB.
- 1.1.4 Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below

- a. **A&P**- Airframe and Powerplant
- b. **AAF**- Army Air Field
- c. **ADIZ**- Air Defense Identification Zone
- d. **ANSI**- American National Standards Institute
- e. **APHIS**- Animal Plant Health Inspection Service
- f. **ATA**- Air Transport Association
- g. **Bid** – A statement of price offered by a Bidder in response to an IFB.
- h. **Bidder** – An entity that submits a Bid in response to this IFB.
- i. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- j. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- k. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
- l. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- m. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- n. **Contractor** – The selected Bidder that is awarded a Contract by the State.
- o. **Department or MDA** – Maryland Department of Agriculture.

- p. **DGPS**- Differentially-corrected Global Positioning System
- q. **eMM** – eMaryland Marketplace (see IFB Section 1.8).
- r. **EPA**- Environment Protection Agency
- s. **FAA**- Federal Aviation Administration
- t. **FAR**- Federal Aviation Regulations
- u. **FRZ**- Flight Restricted Zone
- v. **GIS**- Geographical Information System
- w. **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
- x. **GPS**- Global Positioning System
- y. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the Maryland Department of Agriculture, Solicitation Number MDA-216-14 dated January 30, 2014, including any addenda.
- z. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- aa. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- bb. **NAS**- Naval Air Station
- cc. **NFPA**- National Fire Protection Association
- dd. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- ee. **NOTAM**- Notice to Airmen
- ff. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- gg. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- hh. **State** – The State of Maryland.
- ii. **STC**- Supplemental Type Certificates
- jj. **TCA**- Tower Controlled Airspace
- kk. **Total Bid Price** - The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
- ll. **USDA**- United States Department of Agriculture
- mm. **USGS**- United States Geological Survey

- nn. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- oo. **Working Day(s)** – Same as “Business Day(s).”

1.3 Contract Type

The Contract resulting from this solicitation shall be a indefinite quantity with fixed price.

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 1.4.3 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2 definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus three months from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation.
- 1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Joseph Harrington
Procurement Officer
Md. Department of Agriculture
50 Harry S Truman Pkwy, Room 320
Annapolis, MD 21401
Phone Number: 410-841-5904
Fax Number: 410-841-5835
E-mail: joseph.harrington@maryland.gov

The Department may change the Procurement Officer at any time by written notice.

1.6 Contract Monitor

The Contract Monitor is:

Robert L. Tatman
Contract Monitor
Maryland Department of Agriculture
50 Harry S Truman Pkwy., Room 341
Annapolis, MD 21401
Phone Number: 410-638-8926
Fax Number: 410-638-8304
E-mail: Robert.tatman@maryland.gov

The Department may change the Contract Monitor at any time by written notice.

1.7 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held on February 24, 2014 beginning at 1:30pm Local Time, at The Wayne A. Cawley Building, Maryland Department of Agriculture, 50 Harry S Truman Pkwy., Annapolis, MD 21401, Room 341. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to 410-638-8304 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on February 18, 2014. The Pre-Bid Conference Response Form is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than February 18, 2014. The Department will make a reasonable effort to provide such special accommodation.

1.8 eMaryland Marketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MDA website <http://mda.maryland.gov> and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

1.9 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered

prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: Robert.tatman@maryland.gov. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Bid due date. Questions are requested to be submitted at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

1.11 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 “Required Bid Submissions,” must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than 2:00pm Local Time on March 6, 2014 in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

Bids may not be submitted by e-mail or facsimile.

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page (page ii).

1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

1.13 Receipt, Opening and Recording of Bids

1.13.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

1.13.2 Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the total Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

1.13.3 The Bid Opening shall be March 6, 2014, 2:30pm Local Time at The Wayne A. Cawley Building, Maryland Department of Agriculture, 50 Harry S Truman Pkwy., Annapolis, MD 21401, Room 341.

1.14 Confidentiality of Bids

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

1.15 Award Basis

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. The most favorable Total Bid Price will be the lowest price total on **Attachment F** - Bid Form.

1.16 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

1.17 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.18 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder's Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

1.19 Cancellations

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.22 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals.").

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.23 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

1.25 Bid/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this IFB.

1.26 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

1.27 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html>.

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.29 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008.

Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 “Prompt Payment” (see **Attachment A**). Additional information is available on GOMA’s website at:

http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.32 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsa/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - (a) the solicitation (e.g., the IFB/RFP);
 - (b) any amendments;
 - (c) pre-Bid/Proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer’s decision on any Bid protest or Contract claim.
 2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
 - (a) ask questions regarding the solicitation;
 - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (c) submit a "No Bid/Proposal Response" to the solicitation.
 3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. submission of initial Bids or Proposals;

2. filing of Bid Protests;
3. filing of Contract Claims;
4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.33 Minority Business Enterprise Goal and Subgoals

There is no MBE subcontractor participation goal for this procurement.

1.34 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title 18. Additional information regarding the State’s living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 2 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.35 Federal Funding Acknowledgement

- 1.35.1 There are programmatic conditions that apply to this Contract due to Federal funding. (see **Attachment H**).
- 1.35.2 The total amount of Federal funds allocated for the MDA is \$125,000 in Maryland State fiscal year 2014. This represents 50% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 1.35.3 This Contract contains federal funds. The source of these federal funds is: United States Forest Service. The CFDA number is: 10-680. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment H** and Bidders/Offerors are to complete and submit these Attachments with their Bid/Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Bidder/Offeror's intent to comply with all conditions, which are part of this Contract.

1.36 Conflict of Interest Affidavit and Disclosure

A Conflict of Interest Affidavit is not required for this procurement.

1.37 Non-Disclosure Agreement

A Non-Disclosure Agreement is not required for this procurement.

1.38 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

1.39 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.42 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

- 2.1.1 The Bidder shall have professional aerial pesticide application experience to forested areas for at least the last two (2) application seasons. As proof of meeting this requirement, the Bidder shall provide with its Bid references for each year of aerial pesticide application to forested areas for at least the last two application seasons.
- 2.1.2 The Bidder shall be certified by the Federal Aviation Administration for operations under FAR Part 137. As proof of meeting this requirement, the Bidder shall provide with its Bid a current certificate issued by the FAA.
- 2.1.3 Before the Contract can be awarded, the Contractor must be licensed by the Maryland Department of Agriculture, Pesticide Regulation Section, to perform pest control (to wit: "Category 13 - Aerial" License). To perform work under this Contract, the Contractor must remain licensed in this Category throughout the contractual period.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

3.1.1 The State is issuing this solicitation for the purposes of The Maryland Department of Agriculture (MDA or the Department, Forest Pest Management Section (the “Department”), which is responsible for treating valuable rural and urban forests to prevent mortality and decline of oaks and other affected species resulting from defoliation by gypsy moth. The Department is planning on aerially applying insecticides to suppress gypsy moths in Talbot, Allegany and Garrett County Maryland. The Contractor shall be ready to proceed performing the work on or about April 19 – May 15, 2014, and to be effective, shall complete the work on or before June 6, 2014.

3.2 Scope of Work - Requirements

3.2.1 GENERAL CONDITIONS FOR TREATMENT AREAS

3.2.1.1 Types and Location of Treatment Areas

All treatment areas are predominated by a canopy of trees. Many sites have the potential for congested residential areas. Included in the range of types of areas to be treated are areas with lakes, streams, and ponds, within or near spray block boundaries. See Section 3.2.13, Detailed Specifications,” for specific information about the number, size, terrain and geographic location of proposed treatment areas for individual project(s).

Airports and airspace restrictions: Portions of forested land in Maryland lie within the Washington ADIZ and/or the TCA of three other major international airports, within the restricted airspaces of Andrews AFB, Phillips AAF, Patuxent River NAS and the P-40 restricted and prohibited airspace. Several other military and federal government facilities located in or near Maryland may also impose additional airspace restrictions. The presence of these facilities, plus the close proximity to the US Capital may occasion heightened restrictions to be placed on Maryland airspace by the FAA or military base Commanders at any time and with short notice.

3.2.1.2 School Children and Highly Residential Areas

Operations generally will not be shut down during times when children are going to school (*i.e.*, 7-9 AM). However, procedures have been adopted to avoid application when and where school children are present, and will result in reduced productivity during this period in these areas. In general, treatment will proceed more cautiously in the more dense residential treatment areas.

3.2.1.3 Environmental Policy and Operational Constraints

a. General: The Department is committed to a safe and environmentally sound gypsy moth control operation. To accomplish this goal, the Department intends to constantly inspect and test the Contractor's equipment and procedures, and rigorously enforce the contract's provisions. Care is to be taken by the Contractor to keep spray material within prescribed block boundaries and to avoid designated sensitive areas or objector properties. The Contractor shall exercise additional caution when operating aircraft in residential areas, near occupied buildings and where school children may be present.

b. Environmental constraints: The Department is committed to conducting an efficacious application; therefore, the Department will closely monitor environmental conditions and the Operations Supervisor will

restrict application operations to those days and times of the day, and localities with conditions that have proven to facilitate efficacy. Specifically, the Department will monitor insect development, tree foliage expansion, wetness of leaves, and atmospheric conditions.

(i) **Developmental parameters:** The target shall be to apply insecticide when the majority of the caterpillars are in the second instar stage of development. Oak trees in the target treatment areas shall have at least 25% foliage expansion for *Bacillus thuringiensis* (*B.t.*) or tebufenozide application.

(ii) **Atmospheric parameters:** Treatments shall begin one half hour before dawn, conditions permitting, and shall continue while conditions are favorable or until there is evidence of unacceptable deposition on sampling cards placed in or near spray blocks. Any of the conditions below are considered unfavorable and would each constitute reason for cessation of operations:

- Wet foliage (to the point of dripping or run-off);
- Temperature above 80 ° F;
- Humidity below 50%;
- Wind speeds above 8 mph as measured on the ground or 6-8 mph, but gusty (characterized by sudden outbursts);
- Conditions indicating the presence of an inversion (atmospheric condition in which the air temperature rises with increasing altitude, holding surface air down and preventing dispersion of pollutants);
- A predicted high temperature of 55 ° F or less for two (2) or more days, for B.t. spraying;
- A combination of conditions approaching these limits (for example: 75 ° F and 55% RH), especially if conditions are changing quickly.

NOTE: The Operations Supervisor will periodically update the Contractor's on-site Representative and/or pilots regarding atmospheric conditions prior to taking off with a new load; however, the Department is not obligated to accommodate the Contractor regarding the need to return and land with partially or completely unsprayed loads.

3.2.2 OPERATIONS MANAGEMENT AND SUPERVISION

3.2.2.1 Maryland Department of Agriculture Oversight

- a. Direct Daily Spray Operations. The Department will direct daily spraying operations including:
- The start and cessation of spraying in each operational area;
 - The selection and sequence of areas and parts of areas to be sprayed;
 - The mixing and on-loading of insecticide.
- b. Rejection of Personnel. The Department may reject at any time the Contractor's on-site Representative or any pilot whom it finds unqualified or incompetent, repeatedly violates contract provisions, operates an aircraft in a negligent manner, or applies pesticides other than according to label directions.
- c. Rejection of Equipment. The Department may reject at any time the use of any equipment, including aircraft, that is found to be non-compliant with any of the requirements or specifications set forth in this contract, or is otherwise deemed inoperable. Certain operationally vital components of an aircraft (such as the radio or parts of the spray system and other components) that are found to be non-compliant will result in rejection of the aircraft for use.

d. Guidance. The Department shall provide digitized spray blocks in a format compatible with Contractor's on-board GPS guidance system. Where feasible, the Department will have personnel present at the aircraft loading sites and at spray blocks to collect weather information and to monitor insecticide deposition.

e. Approvals. The Department will obtain from local political jurisdictions the necessary permission to operate over congested areas and provide copies of maps to Contractor personnel for filing congested area plans.

f. Airspace restrictions. In so far as feasible, the Department will seek out and identify any imposed or modified operational flight restrictions. Further, the Department will, in so far as possible, obtain approvals and/or identify and clarify pre-flight approval procedures. This does not relieve aircraft pilots from any responsibilities to observe regulations and NOTAMS regarding restricted air space or any modified restrictions.

g. Calibration. The Department shall provide personnel, measuring devices, and related equipment for the calibration of aircraft, including determination of flow rate and proper operation of spray system on the aircraft. The Department has determined swath width of listed aircraft based on available information, including USDA recommendations, and from verifiable documentation from current or prior determinations conducted by the U.S. Forest Service and others. See Section 3.2.13.7 for a list of aircraft, by category, with the determined swath width for each and expected application speed. These determinations are not subject to change.

h. Accuracy. The Department shall monitor the Contractor's spray application for accuracy. Department personnel may review recorded DGPS information to help determine uniform and complete coverage of the trees in the designated areas. In addition, as feasible, Department personnel shall look for and monitor spray deposit in designated areas to help determine that adequate deposit and coverage has occurred.

i. Environmental Conditions. Department personnel shall monitor and record local wind speed, temperature, moisture on foliage, and relative humidity prior to and during application periods. Whenever feasible, observations will be made which would indicate thermals, inversions or other atmospheric conditions that would compromise deposit or effective application.

j. Start Date – An estimated start date is given in Section 3.2.13.3, which is based on past records for Projects in the same geographical area. During April 2014, the Department's Representative shall provide the Contractor notice of the actual date on which the Contractor is expected to begin spray operations. The time to conduct calibration (see paragraph g, above) must be arranged for and scheduled prior to the notified start date.

k. Operational Security. If requested, the Department and its agents may assist the Contractor in his responsibility to cause the operational work site to be secure and restrict access by unauthorized individuals during conduct of operations. Contractor is responsible for security involving Contractor-owned or leased equipment and material.

3.2.2.2 Spill Materials

The Contractor is required to have sufficient supplies of spill absorbent materials readily at hand during any refueling operation. These materials shall include, but are not limited to, bags of absorbent material, rope berms of varying sizes and absorbent pads.

3.2.2.3 Coordination with Various Federal, State and Local Authorities

The Contractor is required to obtain needed approvals and clearances from all regulatory agencies and other authorities regarding the conduct of the operation. If requested, and as necessary, the Department will assist the Contractor to obtain and coordinate needed approvals and clearances from all regulatory agencies and other authorities regarding the conduct of this operation. The Contractor will cooperate with, and participate in, reviews, inspections and investigations conducted by any of these authorities or agencies before and during the conduct of this operation. In addition, the Contractor and his personnel (*i.e.*, pilots) may be required to obtain daily clearances or approvals as required by Federal, State or Local Authorities.

3.2.2.4 Department's (MDA) Operations Supervisor

a. Operations - The Contract Manager for the Department (as indicated in Section 1.6) will Represent the Department for all operational matters concerning this Contract. The Contract Manager will designate an Operations Supervisor for each Operation at the time of contract award. The Contract Manager may act as Operations Supervisor for one separate Operation. The MDA Operations Supervisor will have the authority to direct all spray operations within the Project's operation under his/her supervision and will make decisions regarding the stop and start of spray operations based on his/her assessment of environmental conditions. Furthermore, operational decisions made by the MDA Operations Supervisor will stand for 24 hours or until the Contract Representative for the Department is able to review any problems or disputes which may arise, whichever is later. The Department's Contract Manager shall conduct a pre-work conference for the Project.

b. Flight Records – The MDA Operations Supervisor shall keep an accurate record of aircraft flights, pesticide mixing and application and shall provide the Contractor with a copy of the records after they are verified and signed by both the MDA Operations Supervisor and Contractor's on-site Representative for that operation.

3.2.2.5 Contractor's on-site Representative

The Contractor shall designate one on-site representative for each separate operation. The Contractor's on-site Representative shall represent the Contractor in all contractual matters that require prompt attention and shall verify and sign all Airport Data Sheets used for payment, and submit on-site requests for release of pilots, aircraft and other equipment. The Contractor shall indicate in writing his on-site Representative(s) at or before the time of the pre-work conference. Wherever possible, the MDA Operations Supervisor will work directly with the Contractor's on-site Representative concerning all operational contractual matters.

3.2.2.6 Mandatory Pre-work conference

The Contract Manager shall conduct a pre-work conference prior to the first day of planned operations. The Department will present and review the current Project Work Plan, Project Safety Plan and Project Security Plan. Other topics for discussion will include, but will not be limited to:

- On-site authority - key roles
- Daily plan of work
- Start work - stop work procedures
- On-site security
- Off-site approvals (for pilots, permission to operate, permission to fly in restricted air space, *etc.*)
- Proposed work/spray schedules

- GPS spray records - work properly completed
- Flight hazards other operational safety issues
- No spray and no fly areas (environmental, objector, military/government)

Participation by Contractor's on-site representative(s) is mandatory. The Contractor's on-site Representative and the Contract Manager may select additional members of their staff to attend this conference that they deem will benefit from attendance. In addition, any of these topics may be discussed by telephone, facsimile, or e-mail.

3.2.3 PILOT SUBSTITUTION AND EQUIPMENT REPAIR, REPLACEMENT OR SUBSTITUTION

3.2.3.1 Equipment Breakdown and Malfunction

Equipment Breakdown and Malfunction – In the event that the aircraft or other vital equipment cannot perform due to accident or mechanical malfunction to the aircraft, radios, DGPS system, or spray system, *etc.*, the Contractor shall provide, within 48 hours, effective repair or replacement of such equipment or aircraft. If replacement aircraft is necessary, the replacement aircraft must be operationally equivalent to the disabled aircraft or otherwise acceptable to the Department. No adjustment will be made to the contract price for repairing or furnishing replacement equipment or aircraft. Any replacement aircraft must be insured for aerial application of insecticide in Maryland and must be approved for use by the Department. Failure to effect suitable repair or replacement of equipment by 48 hours may result in Contractor being declared in default.

3.2.3.2 Release of Equipment

No assigned spray aircraft will be released for use by the Contractor for activities other than those directly related to the performance of this contract without the written permission of the Contract Representative for the Department, or the Project Leader, or his designee. A form will be provided to be used for release of equipment.

3.2.3.3 Request for Aircraft Substitution-Approval of Aircraft

a. Only approved aircraft shall be used on the project. No other aircraft are allowed to fly or otherwise perform work on the contract unless approved as a substitute aircraft as provided herein.

b. The Contractor must request substitutions or additions to the Approved Aircraft List in writing to the Department as soon as he is aware of the need for the substitution. This written request shall be accompanied by:

i. Copies of up-to-date maintenance records, or an airworthiness certificate or any other evidence to support that the aircraft is airworthy and has been properly maintained, and

ii. Evidence that the substitution aircraft is included on all relevant insurance policies required of the contractor for the project.

c. Timeliness. The use of substitution aircraft near or after the start of spray operations will require separate and additional inspection and calibration of the aircraft. Also, if the proposed substitute aircraft has different load carrying capabilities than the original aircraft, this may necessitate the MDA Operations Supervisor making changes and alterations to planned aircraft loads and ground crew assignments for the

substitution aircraft and, in some circumstances, other aircraft and crews on the project. Therefore, in order to have sufficient time for these activities triggered by the substitution, it is required that all substitute aircraft be presented for inspection with ample time in the daylight hours the day prior to their intended use, which is set here to mean 3:00 PM for all spray aircraft. If the Contractor does not meet these time frames, or otherwise does not allow enough time to meet these triggered activities and satisfy the requirements of inspection and calibration and characterization, the Department is not obligated to utilize the substitute aircraft the next operational day and, thus, the Contractor may be subject to additional liquidated damages as a consequence of the aircraft not being available the next operational day.

d. Prior to acceptance for spraying operations, all spray aircraft must undergo calibration. If there is a requirement to relocate to perform the calibration, the Contractor may be liable for additional liquidated damages. The Contractor agrees to bear all costs associated with the costs of calibration of substitute aircraft.

e. The Department reserves the right to reject any aircraft at any time that it feels is unsafe, or has not been properly maintained or otherwise does not meet the specifications of this contract. Aircraft which do not substantially conform to the minimum production capabilities, carrying capacity or other specifications as set forth in Section 3.2.13.7 will not be accepted for substitution.

3.2.3.4 Pilot Approval-Pilot Substitutions

Substitutions for approved application pilots by pilots not mentioned in the bid can be made only with written approval of the Department. Following is the procedure for requesting pilot approval:

a. Requests for pilot substitution or requests for approval of additional pilots after bid opening must be made in writing and forwarded directly to the Department's Contract Representative. In order to make the request, the Contractor shall fill out a copy of the relevant section of the **Attachment P**, giving all required information about the pilot's work experience and references as set forth in Section 3.2.9. The Contract Manager for the Department will coordinate additional pilot approvals as necessary with various Federal, State and Local authorities. Additional information of various kinds may be requested by Federal, State and Local authorities as part of this approval process. The Contractor is responsible for providing complete and accurate information. Missing or inaccurate information will result in delays of the approval process, or denial of approval.

b. All substitution application and observation pilots must meet all the respective minimum experience requirements as set forth in Section 3. 2.9. There will be no exceptions.

c. Approvals for additional pilots will be conveyed by the Contract Manager for the Department to the Contractor as promptly as possible, and will be documented in writing. However, this approval process by the Department will take at least 24 hours from the time the Department receives the written request, and it may take several additional days for outside approvals

d. No pilot will be cleared to fly for the contract prior to his or her approval by the MDA Operations Supervisor. In situations where a substitute pilot has not been approved and no other approved pilot is available to perform contracted duties, the Contractor may be declared in default for failure to perform. This paragraph does not preclude the Department from taking any other action because of the Contractor's failure to meet the contract specifications or failure to perform as required.

3.2.4 OUTSIDE APPROVALS AND CLEARANCES

3.2.4.1 The Contractor may be subject to certain approvals and clearances by additional authorities beyond Departmental control or management including, but not limited to, agencies and representatives of:

- a. Federal Aviation Administration;
- b. Federal Bureau of Investigation;
- c. Military Bases (Andrews AFB, Fort Meade) or any other Department of Defense Authority; and
- d. Homeland Security.

3.2.4.2 The Contractor may be subject to restrictions on times and/or areas of operation by any of these entities. In addition, aircraft and other equipment, pilots and other personnel may be subject to additional review and approval by representatives of any or all of these entities subsequent to Department approval and acceptance.

3.2.5 PAYMENT

3.2.5.1 Payment shall be for each acre of each designated treatment block upon acceptable completion of spraying. Confirmation of acceptable completion of spraying will be based on good flight pattern and insecticide coverage of treatment areas as determined by utilization of DGPS data outputs of recorded swath flights, deposit sampling (spray cards, etc.), and monitoring of pesticide usage and proper boom operation. The aircraft flight record (Airport Data Sheet) and the map area calculations for treatment areas made by the Department shall be the basis of payment. The Department shall determine whether the program's progress and insecticide application are satisfactory. The applicator shall be liable for all costs of re-spraying, if re-spraying is required because of the applicator's failure to perform satisfactorily. Payment for partial treatment of treatment blocks shall not be made, except upon agreement by the Contract Manager for the Department. The basis for payment will be acreage for blocks sprayed as shown on Airport Data Sheet signed by both the Contractor's on-site representative and the MDA Operations Supervisor.

3.2.5.2 Invoicing Procedure: Contractors should submit invoices to:

Maryland Department of Agriculture
The Wayne A. Cawley, Jr. Bldg.
Forest Pest Management
50 Harry S. Truman Parkway
Annapolis, MD 21401

3.2.5.3 Invoices should show the number of acres of completed spraying for each aircraft identified by tail number.

3.2.5.4 Entries for each day of application shall be itemized. Be sure to include your FID number on all invoices. Entries and/or totals not in agreement with Airport Data Sheets will be returned to the Contractor for resolution and correction.

3.2.6 OPERATION, ORGANIZATION AND COORDINATION

The Contractor shall provide the necessary personnel, equipment, and supplies (including insecticide and additives) to perform the following services: (1) aerial application of insecticide; and (2) insecticide mixing, loading and cleanup. The Department will provide digitized spray blocks, and will patrol and monitor treatment

areas, including monitoring deposit and weather conditions. The Contractor shall direct its personnel and agents in the execution of all contracted actions. The Contractor shall coordinate with Department personnel and Federal, State, and local authorities of all kinds, as needed, so that contracted responsibilities are fully executed in a safe, effective and efficient manner. Proposed treatment areas and other information about the specific areas to be sprayed for this contract are described in Section 2.16 “Detailed Specifications.”

To this end, the Contractor’s on-site representative or designee shall, among other things,

1. Attend and participate in pre-work conference; and
2. Obtain approvals to operate and clearances to fly, including:
 - a. Congested area plans (the Contractor is responsible for filing the required plan and documentation with the appropriate FAA Flight Safety District Office for all congested areas, for obtaining all necessary waiver(s), and for providing proof of such to the Operations Supervisor);
 - b. FAA approval, as needed, for aircraft and associated equipment and modifications;
 - c. Licenses to operate aircraft; to operate and move refueling equipment; to operate, store and move insecticide; to apply insecticide; to use certain radio frequencies; and any other license that may be needed; and
 - d. Clearances, and approvals to fly in, or near, restricted airspace or any other airspace upon which additional restrictions may be imposed by local military or other federal agency or authority of the Federal or State Government.

3.2.7 PESTICIDE APPLICATOR LICENSE AND CERTIFICATION

3.2.7.1. Before the Contract can be awarded, the Contractor must be licensed by the Maryland Department of Agriculture, Pesticide Regulation Section, to perform pest control (to wit: "Category 13 - Aerial" License). To perform work under this Contract, the Contractor must remain licensed in this Category throughout the contractual period.

Successful bidders must be certified by the Federal Aviation Administration for operations under FAR Part 137.

3.2.7.2. Any on-site personnel handling, mixing, or loading insecticide, or involved in pesticide clean-up must be either a Certified Applicator with the Department’s Pesticide Regulation Section or be a registered employee of the Contractor (as applicable) with proper identification.

3.2.7.3. Pilots must be either a Certified Applicator with the Department’s Pesticide Regulation Section or a registered employee of the Contractor under the supervision of a Certified Applicator physically located in Maryland.

3.2.7.4. Contractor’s personnel who handle, mix, or apply insecticide must utilize Personal Protective Equipment (PPE) as stipulated by the pesticide label.

3.2.7.5 Ground support equipment and vehicles involved in pesticide transport, storage, or mixing must be properly placarded with “MDA LIC. No. ____” as required under regulations (copy provided) adopted by the Department’s Pesticide Regulation Section.

3.2.8 AERIAL APPLICATION EQUIPMENT

3.2.8.1 Aircraft

- a. Aircraft - The Contractor shall furnish specified aircraft in a specific category or categories as described in Section 3.2.13.7. Aircraft not listed must have performance and production characteristics that qualify it to be included in an acceptable category for the contract, as determined by the Department.
- b. Aircraft Specifications - To ensure the Contractor is capable of performing the Contract for each spray aircraft proposed, the Contractor shall submit on Attachment Q a listing of the aircraft's make and model, FAA identification number, total carrying capacity, boom length, type and make of spray system to be used in the contract, and the operational maximum load (maximum amount of pesticide volume routinely used under the conditions of the contract).
- c. Transponders - Each aircraft shall be equipped with a working Mode C Transponder.
- d. Licenses - All aircraft furnished for this contract shall be properly certified under regulation of the Federal Aviation Administration. Successful bidders must be certified for operations under *FAR, Part 137*.
- e. Engines - All aircraft engines shall be in safe and reliable operating condition. All engines and airframe logs must be present at time of inspection. All maintenance must conform to FAA requirements. The Department has the discretion to reject the aircraft if the engine has not operated a minimum of 15 hours in the preceding two (2) months, or if the aircraft, including the engine(s), has component times within 100 hours of the maximum recommended by the manufacturer.

3.2.8.2 Differentially-corrected Global Positioning Systems (DGPS)

Differentially Corrected Global Positioning Systems (DGPS) - The Contractor shall use a DGPS that meets the specifications set forth in this Section and otherwise comply with the requirements set forth herein. The Bidder shall indicate the make and version of the DGPS equipment installed in proposed aircraft in the appropriate area on the Attachment F.

- a. Aircraft Guidance System, General Description of Requirements
 - i. DGPS -The Guidance System must be a Differentially Corrected Global Positioning System (DGPS) with software designed for parallel offset in increments equal to the assigned swath width of the application aircraft. The aircraft must have a course deviation indicator (CDI) or a course deviation light bar installed in a location that will allow the pilot to view the indicator with direct or peripheral vision without looking down. Two sources of differential correction may be provided by a portable differential station, FM radio fixed towers, satellite, or coast guard station. Differential correction signal must cover the entire project area.
 - ii Flight Log -The guidance system being used must allow the flight log to be downloaded to an on-site heliport or airport based computer for post-flight analysis and review. The flight log must show the entire flight of the aircraft from takeoff to landing and differentiate between spray-on and spray-off when viewed on the computer monitor. The software must have the capability to zoom to any portion of the flight for viewing in greater detail and a method to determine distance between each flight lane. The system must be able to calculate and show total acres treated during the flight. The software must be compatible with dot matrix printers and/or color printers and differentiate between spray-on and

spray-off on the printed copy. The system must be capable of running on Windows XP operating systems.

iii. Used Operationally -The DGPS proposed in the aircraft must have been used operationally in a similar type aerial applicator program. The Contractor shall provide name(s) and phone number(s) of previous clients or other users of the system to validate the DGPS capabilities in the appropriate section of the Bid Form.

iv. Proficiency -The Contractor shall provide a pilot or pilots who have proficiency or evidence of prior experience with the proposed system. The guidance equipment shall be capable of accurately guiding the aircraft, while flying at application altitude, along parallel flight lines equal to the assigned swath designated by the Department. The system shall be sufficiently sensitive to provide immediate deviation indications and sufficiently accurate to keep the aircraft on the desired flight path. The guidance system shall be capable of updating current position at rate of five (5) times per second.

v. Area Coverage -Differential correction coverage for the complete operation area. During operation, differentially corrected signal must be accurately recorded at least 90% of the operational time.

b. Tracking and Guidance System Technical Requirements

i. Precision -Precision DGPS guidance, with pilot-selected cross tract error readout, adjustable down to one-foot.

ii. Operation -Easy to operate, user-friendly pilot's control keypad, with swath advance and decrement function.

iii. Visual Display -Visual display monitor, capable of displaying swath width over flight path; must be mounted in aircraft in a location that will allow the pilot to view without looking down (unless a co-pilot is utilized); may display in real time or be available for in-flight access immediately after application has ceased.

iv. Variable swath width entry.

v. Recording -Record logging at a minimum rate of one-second intervals. Full record includes position, time, altitude, speed, track, application system on/off, aircraft tail number, pilot, job name or number, and differential correction status.

vi. Memory -System memory capable of storing up to 8 hours of continuous flight log data.

vii. Way Points -Capability to accept pre-loaded reference waypoints (A-B Line). Must be able to store and retrieve, in-cockpit, at least 50 individual treatment blocks, each containing up to 50 points. Capability to link blocks together for combined treatment.

viii. Features -Feature which alerts pilot when he/she is about to enter or exit a specific treatment block or an exclusion area within a block. A method to display nested polygons to indicate sensitive, or no-spray, areas, within treatment blocks.

ix. HOME -HOME navigational feature which provides instant range and bearing to home base airport or helibase.

- x. MARK -MARK feature which allows return to point in any swath before or after equipment shutdown.
 - xi. Failure Warning -Warning method to indicate DGPS or Differential Correction failures.
 - xii. Lighting -Pilot-adjustable intensity lighting for light bar keypad, and moving map display.
 - xiii. Log Manipulation-Capability to end log files, rename, and start new logs in flight.
- c. Support Furnished by the Contractor
- i. Hardware and Software -The Contractor shall furnish all guidance equipment, materials, computers, printers, personnel, and services required for the system to be used.
 - ii. Installation -All equipment must be installed in accordance with an STC, an FAA-one-time field approval, or FAA Form 337, by a qualified and licensed A & P mechanic/inspector.
 - iii. Post-flight Processing -Post-flight processing computer and software capable of displaying track, altitude and ground speed of aircraft during flight, with differentiation between standard flight and flight when the application system is on/off. Export file format must be compatible with ARC-VIEW systems and must be on a standard Flash drive or other mutually agreed-upon data storage medium.
 - iv. Instruction -Instruction of Department personnel in the use of post-processing software. Complete operation manuals.
 - v. Support -Full 24-hour on-call equipment service and operator support.
 - vi. Travel Costs -All related equipment shipping and contractor personnel travel costs.

3.2.8.3 Insecticide Disposal Systems

The Contractor shall provide insecticide dispersal systems for each aircraft as listed on the Attachment F. Approximately two weeks before the work specified in this contract is to begin, the Contract Manager (based partly on spray system information supplied in the Bid Form) shall prescribe how the aircraft is to be equipped and outfitted, *e.g.*, specifying the size of the nozzle, number and placement along the boom and orientation. The Contractor may not begin work on the project unless the entire spray system has been cleaned thoroughly, outfitted and equipped as prescribed by the Department's Contract Manager, and has been calibrated and deemed by the Department to be in acceptable operating condition. All supply lines, nonmetallic booms, spray nozzle tips, diaphragms, screens, cones, *etc.*, shall be new or in acceptable working condition at the beginning of the project. Only electrical, hydraulic or wind driven pumps are allowed. No gasoline powered engines for the on board pumps will be allowed.

- a. Boom flow measuring devices - The Contractor shall use only spray aircraft equipped with an apparatus/device that measures actual volume dispersed through the boom, such as a Crop Hawk7, that operates in accordance with manufacturer specifications, or similar device, and utilizes an in-line flow meter (this will be a definite aid to the pilot in accurately splitting a load between two or more areas and to monitor flow rate during the program). Hour meters and boom timers are not acceptable. Each

pilot must be proficient at operating the on-board system. System is to be operational at time of calibration. If such equipment is not operational, the Department may determine that the aircraft is rendered unavailable for calibration.

- b. On-board Agitation - All aircraft shall have insecticide tank agitation or recirculation that is kept constantly operating while the aircraft is airborne. Tanks must be vented to the outside of the fuselage.
- c. Pressure Gauge – An accurate liquid-filled spray pressure gauge must be located so the pilot, while wearing the shoulder harness, can read it, reach it, and adjust it without obstruction.
- d. Pumping System - The pumping system must be securely attached and capable of maintaining the pressure required to ensure the even distribution of the insecticide. All plumbing and pumps must be large enough to handle the required flow. All parts, including pump seals, must be chemically and abrasively resistant to the spray material being used.
- e. Emergency Jettison System - Each aircraft must be equipped with an emergency jettisonable load-dumping system or emergency non-leaking dump valves. To prevent blowback into the fuselage the load-dumping system or emergency dump valves must be of adequate capacity and adequately vented. In no case must the ratio between gallons carried and the surface area of the dump valve opening as measured in square inches be greater than 7.65 to 1. Exposed valve-control linkage must be protected to prevent unintentional opening of the valve in any manner. The control lever must be substantially mounted in the cockpit within reach of the pilot when properly wearing the shoulder harness.

3.2.8.4 Radio Communications Equipment

- a. VHF Communications – The Contractor must equip each spray aircraft with an operating VHF (FAA frequencies) communications system, consisting of equipment currently approved by the FCC and FAA. Channels must include the tower and ground control frequency (including 720 channel) most often used for the Contractor’s area of operation while under agreement to the Department.

The receiver for the VHF communications system must not be part of a navigational system.

- b. FM Radio – Each spray aircraft must be equipped by the Contractor with a field-programmable, rack-installed FM radio transmitter-receiver (10 watts output with a range of 150.0 MHz to 174.0 MHz), with a compatible externally mounted antenna designed for aircraft use, and a compatible crash helmet microphone/headset assembly for the pilot.
- c. Selector Switch – Each spray aircraft that will be operating in or near the Washington, DC ADIZ, the P-40/R-4009, R-4005, R-4006, or any other permanent or temporary restricted air space, must be equipped with a three-position selector switch that permits the pilot to simultaneously monitor both the VHF and FM systems in one position, monitor and transmit on the VHF system in another position, and monitor and transmit on the FM system in a third position.

The Contractor shall provide constant radio communications between the spray aircraft and Department ground observation personnel and/or Department personnel at the mixing/loading site. These communication channels must remain constantly open when the aircraft are in the air. NOTE: Operations that are in or near the Washington ADIZ and possibly other areas typically require the pilot to have constant open primary communication with a control tower. In these circumstances the Contractor must have a secondary communication system so that the pilot can remain in communication with Department ground

personnel while still maintaining required Control Tower communication. Examples include an on-board FM system, or second Airband system, but not hand-held radios.

Each pilot must be trained in programming the required aircraft radios and must be capable of programming in the field.

Any aircraft without a properly working radio system and transponder is deemed inoperable and will be grounded until repair or replacement is made.

3.2.8.5 Inspection, Approval and operational Readiness of Equipment

a. Inspection and Approval of Equipment - All aircraft and insecticide dispersal equipment (tanks, pumps, booms, nozzles, agitation systems, dump gate, etc.) and maintenance records thereof are subject to inspection and approval by the Contract Manager and/or his/her designee prior to contract award and/or at any time after contract award and prior to start of operations. Contractors are to specify in writing (Attachment Q) where aircraft and equipment may be seen for inspection. Proof of ownership or a statement of satisfactory lease agreement for aircraft used in this contract must be provided at the time of inspection. Evidence of the operating condition of aircraft engines, such as engine log and airframe records, must be made available. Evidence that the aircraft are covered under the appropriate insurance policies required by the contract must be produced prior to the aircraft being approved for work on the contract. The Department may reject any aircraft or other equipment deemed not suitable.

b. Operational Readiness of Equipment - The Contractor shall maintain all equipment designated in 3.2.8.1, 3.2.8.2, 2.8.3 and 3.2.8.4 of this Section in full operational condition during the application periods of this Contract. The Contractor must maintain a readily available on-site inventory of commonly needed spare parts and spare equipment (including, but not limited to, pumps pump seals, and rotary atomizers) to maintain the spray system, the aircraft and its electronic guidance and tracking system, the pumping system, the support trucks, and the storage tanks; and be able to provide for immediate replacement of critically needed parts and equipment. Scheduled maintenance must be conducted only at times that will not interfere with the spray operation. Non-scheduled maintenance may be conducted but may not interfere with spray operations for longer than a period of one hour. Only emergency repairs are permitted during scheduled spray hours. If the Department deems the aircraft DGPS, Insecticide Dispersal System, Transponder or Radio system to be inoperable, the Department will ground the aircraft until repair or replacement is made.

3.2.9 PERSONNEL – PILOTS

All work shall be performed by firms licensed in the State of Maryland by the Pesticide Regulation Section, Maryland Department of Agriculture. On-site personnel must be either a Certified Applicator with the Department's Pesticide Regulation Section or be a registered employee of the contractor (as applicable) with proper identification.

3.2.9.1 Experience and Qualifications

The Contractor shall furnish for each aircraft a licensed and qualified commercial pilot who has professional aerial pesticide application experience to forested areas, during at least the last two (2) application seasons. The pilot must have a current Class 2 Medical Certificate. Every pilot must be proficient at utilizing the specified

DGPS system (as stated *on the bid form*) for spray swath guidance, and to operate on-board GPS systems for purposes of navigation. Each spray pilot proposed must meet or exceed the following experience minimums:

<u>Pilot-in-Command</u>	<u>Minimum Flying Hours</u>
- All Aircraft	1,000 hours
- Type (rotary/fixed) to be flown in contract	500 hours
- Weight class (category) to be flown in contract	100 hours
- Make, model, and series to be flown in contract	50 hours
- Forest pesticide application in terrain typical of contract area <u>last five years</u>	50 hours
- Operational use of DGPS System installed in proposed aircraft	50 hours

Pilots. For each pilot proposed, the Contractor shall submit on Attachment P: (1) names of pilots; (2) commercial certificate numbers and limitations (if any); (3) flight hours in command as specified. Bidder must attach a copy of current FAA medical certificate. The Department reserves the right to reject any pilot who, in its opinion, has performed poorly in previous Maryland operations. The Contractor must propose at least one qualified pilot for each proposed aircraft, and at least one backup pilot for each project such that, if any one pilot is unavailable, all proposed primary aircraft can still be flown by qualified pilots.

3.2.9.2 Safety Equipment

All application pilots shall wear flame retardant flight suits and Aviation helmets equipped with all necessary avionics to conduct required communications.

3.2.10 APPLICATION, SERVICES AND SUPPORT

3.2.10.1 Airport/Helisports

Airport/Helisports - The selection of suitable helispots or airfields for use as loading zones is the sole responsibility of the Contractor. Use of the sites must not present problems from a legal aspect, and permission to use the site must be obtained by the Contractor. The Contractor must locate and secure permission for all helispots or airfields prior to the start of the project and be prepared to provide evidence of such permission to the Department. Department personnel will assist in locating usable loading zones with the Contractor during a visit to the project area one month prior to the start date. The Contractor must notify the Contract Manager by two weeks before the start of the project of the loading zones selected for use. This notification must include the LZ location identified sufficiently by lat/long, preferably using digital GPS coordinates, or on a 7 1/2 – minute USGS topographic map (photocopy is permitted) along with the name, address, and phone number of the landowner and the Contractor’s signed attestation that permission has been granted by the landowner or airfield manager and that the area will be suitable and accessible for use at the time spraying operations are conducted. The Contractor shall be responsible for maintaining the loading areas in a clean and orderly fashion, and for cleaning the area after use to the satisfaction of the Department. The Department shall give final approval of each airport/helisport site selected.

3.2.10.2 Security

The Contractor shall be responsible for controlling access to the loading area and all equipment and supplies, including pesticide and additives, during all times that the Contractor's operation is present in Maryland and until the time all equipment is released. At minimum, the Contractor shall cause all insecticide holding containers, hoppers, mix tanks, pumps, hoses and similar equipment to be sealed, locked, or otherwise secured against access or tampering by unauthorized persons whenever unattended and not in use. In addition, the Contractor shall secure all aircraft in such a manner as to disable it from being flown, whenever unattended. The Contractor may elect to relocate all equipment and supplies to a secure area acceptable to the Department but not as an alternative to this securing of equipment and disabling of aircraft.

If the Department finds or sees evidence that acceptable security has not been maintained, such as tampered or broken seals, foreign substances in tanks, hoppers, or insecticide storage containers, the Department, its agents, or other local jurisdictional authorities, will suspend operations and contact law officials until such time that it determines that the operations may safely resume.

3.2.10.3 Safety Plan

The Contractor is required to conduct all operations in safe manner and to have a written safety plan. The Contractor must provide essential safety equipment including, but not limited to, properly sized and coded fire extinguishers and spill-containment materials and supplies.

Two weeks prior to the start of the project the Contractor must supply the Contract Manager with a copy of the Contractor's safety plan. This plan must explain how the Contractor will meet the security requirements specified in Section 3.2.10.2. The safety plan must also contain a written narrative explaining how the Contractor will deal with a major (100+ gallons fuel or insecticide) spill and the loading zone and a major dump of insecticide in a residential spray block.

3.2.10.4 Calibration

Aircraft and mixing/loading equipment to support them shall be available for calibration prior to the notified start of spraying, and when requested by the Department. The costs of operating the aircraft during calibration shall be borne by the Contractor. The Contractor is responsible for pre-calibrating aircraft to approximate specifications of the contract prior to the final calibration conducted by the Department. The Contractor shall have aircraft equipped and outfitted as specified by the Department's Contract Manager.

Calibration Specifications

- a. Application speed – As specified per aircraft type (see Attachment Q). Note: The Contractor shall advise the Department of application speeds that are lower than the expected speeds for the type of aircraft. This may occur with some types of aircraft when treating congested areas or where topography or hazards require slower speeds. The Department may require a new calibration (flow rate) at speeds other than expected application speeds.
- b. Application height - 50 feet above the canopy except for larger and faster aircraft (*i.e.*, 160 mph), and where irregular topography is a factor or hazards are present.

- c. Lane separation - The Department has utilized recent USDA, APHIS and USDA, Forest Service information and other available information to determine lane separation as discussed in Attachment F. While calibration will not include characterization for purposes of determining lane separation, each aircraft may be flown over spray cards to confirm acceptable coverage for the designated swath width.

3.2.10.5 Flight Duty

During the duration of this contract, the Contractor shall ensure that all aircraft and other equipment and the personnel to operate them, including pilots, are available during all daylight hours, unless otherwise informed by the Department's Operations Supervisor.

- a. Flight Duty Requirements - The intention of the Department is to spray six (6) days per week, when conditions are acceptable. To avoid pilot and support personnel fatigue, every attempt will be made to have a rest day during each seven (7) day working period when the weather conditions are not favorable for spraying. This rest day could fall on any day of the week. Spraying on Sundays and holidays will occur as necessary to complete the Project on time. In general, spraying will not continue after 10:00 AM unless conditions are clearly favorable (such as no thermals or no evidence of the conditions leading to thermals or other unstable atmospheric conditions).
- b. Reductions and Limitations.
 - i. The Operations Manager has the prerogative to cancel or limit the amount of spraying and personnel working on overtime status. In residential areas, weekend and holiday spraying may be curtailed in mid-morning, before back yard activities begin. Weekend spraying may be curtailed in State Parks, and other public areas.
 - ii. Evening Spraying will not be automatically included in the daily spray schedule by the Department. Records of past operations show that acceptable spraying conditions in the evening generally last no more than two (2) hours. The primary productive spray time is in the early morning. Evening spraying is available and permitted when the weather report is favorable and where a few hours would be helpful in keeping on schedule, or when it can be very productive, such as finishing up an area and moving to a new location for the next morning's operations. Evening spraying is the biggest single factor that leads to fatigue for everyone working on the program and is the most expensive.
 - iii. Pilots. The pilot shall refuse to work if, in his professional judgment, conditions are unsafe for flying. Similarly, pilots shall refuse to work at any time when, in his or her professional judgment, his or her physical condition is such that the aircraft may not be safely flown or when such flight duty would be in violation of FAA regulations concerning pilot health and duty limitations. In addition, a pilot who has flown for more than six (6) hours in the morning will be exempt from any evening spraying that day. A pilot or Operations Supervisor may request cancellation of evening spraying following two (2) consecutive evening operations, if he believes he and his employees need a rest to ensure continued safe operations.

3.2.10.6 Reserve Fuel

A minimum of twenty (20) minutes reserve supply of fuel over the amount needed for the planned round trip shall be required for each flight.

3.2.10.7 Designated Areas

Application of the spray material will be confined, as much as operationally possible, to the designated areas. Within these areas, the spray is to be applied to trees and attempts should be made to shut off over open fields and all open bodies of water. The majority of the treatment areas are residential to some degree with many being congested residential areas. The most densely populated areas in the treatment block will be treated as early as possible, when most people are indoors. It may be necessary to avoid densely populated areas while children are waiting for busses before school. The aircraft spray boom must be shut off at the end of spray runs and during the time when a turn is being made. Turns must be avoided over designated sensitive areas, including properties where the owner(s) have objected to spraying.

3.2.10.8 Hazards

The Contractor shall notify the Operations Supervisor immediately of any conditions that are considered to be hazardous or that might jeopardize the successful completion of the job. The pilot shall ascend to approximately 500' whenever ferrying between the airport and spray blocks or from one spray area to another and as practical. Initial reconnaissance will be done at or near this altitude before descending to lower altitude. Failure to follow this safety practice may result in pilot rejection.

3.2.11 INSECTICIDES

The Contractor is responsible for the procurement of all insecticides and adjutants and their transport to the operational sites. A single application of *Bacillus thuringiensis* var. *kurstaki* (B.t.k.) insecticide is designated for each proposed treatment area. Estimated minimum amounts of insecticide that will be required are given in Section 3.2.13.4. These amounts are estimated amounts based on the size of proposed treatment areas. Reductions to proposed treatment areas may occur due to environmental concerns, landowner objections, budget reductions and the like. The Department will attempt to summarize and forward to the Contractor any revisions in proposed acres by April 15, or as soon thereafter as is practical. Estimated amounts do not include additional amounts of insecticide that may be needed for calibration as well as losses through spillage, over application, or re-application that occurs for any reason.

Only insecticides deemed acceptable by the U.S. Forest Service for use on Cooperative Gypsy Moth Suppression Programs can be used on this contract. The following are the only currently acceptable insecticide products:

B.t.k. insecticides

Foray 48B

All insecticide containers must be properly labeled with a current EPA approved label that allows application to forests and forested residential areas. To avoid confusion and to simplify logistics, the Contractor shall use the same B.t.k product for the entire Project. All insecticide used on this contract must be new material manufactured within six months of the start of the project.

The Contractor must keep a copy of the insecticide label and the Material Safety Data Sheet available on site throughout the course of the project for any insecticide or other materials requiring an MSDS that are supplied by the Contractor for the project.

Chain of Custody: The Contractor is required to obtain, verify and keep on hand documentation regarding the continuous responsible possession of all insecticide material from the time it has left the factory to its delivery to the operation site.

Container Disposal: The Contractor is responsible for the proper disposal of all insecticide containers as specified on the product label.

3.2.12 MIXING, LOADING, REFUELING AND CLEANUP

The Contractor shall be responsible for providing all mixing, loading, cleanup and safety equipment required at the aircraft loading sites and adequate and qualified personnel to operate them. The Department will guide and approve the mixing of all insecticide and additives and will furthermore direct the loading of insecticide and additives into specific aircraft. Operations Supervisor will be fully responsible for this guidance and supervision of insecticide mixing and loading. Specifically, the equipment and personnel that the Contractor, at a minimum, shall provide for each mixing and loading operation are as follows:

3.2.12.1 Equipment

- a. Mixing Equipment - Mixing equipment shall consist of one or more individual tanks as specified in Section 3.2.13.8. The tanks shall be constructed of stainless steel, fiberglass or other material with equivalent durability and resistance to chemicals. Total capacity of all tanks shall be approximately twice that of the carrying capacity of all the aircraft utilizing that mixing-loading site. Each mixing tank shall have a circulation/agitation system such that all areas of the tank are adequately mixed and agitated. Circulation systems which reintroduce mix into the top one-half of the tank are unacceptable.
- b. Holding tanks - The Contractor shall have available at the mixing loading site additional holding tanks for insecticides (liquid) and water of sufficient size to hold the equivalent number of gallons used in five hours of spraying for each aircraft utilizing that site without the need to replenish during the application period.
- c. Pumping Systems - The pumping system utilized for mixing and loading shall be minimally a 150-gallons/minute rate system, or equivalent; or a system demonstratively capable of fully loading a 200-1,000 gallon capacity spray aircraft within ten (10) minutes or an aircraft with less than 200-gallons capacity within five (5) minutes. Systems powered by a motor rated less than 8 h.p. will be required to demonstrate the above capabilities prior to approval for use on the contract.
- d. Mobile (Rotary-wing) Mixing and Loading - Mixing/loading operations for mobile (rotary-wing) contracts must have at least three (3) separate tanks. Additionally, pumps used for drafting undiluted insecticide from 55-gallon drums must be capable of repeatedly emptying a drum in five (5) minutes or less.
- e. Hoses and Meters - All hoses used to load insecticide mix into spray aircraft will be equipped with "dry breaks" at the aircraft side. In-line metering devices, certified accurate and with air-eliminators, are required for lines used to load the aircraft and to fill the mixing tanks. Metering devices may be inspected by qualified MDA staff.

- f. Fuel and Refueling - The Contractor shall be responsible for providing or arranging for fuel and equipment to refuel application aircraft at the mixing/loading site. The Contractor is referred to ATA Specification 103 for guidance regarding safe and acceptable refueling equipment and procedures. The equipment must be capable of refueling the aircraft within ten (10) minutes or less. The Contractor shall ensure that at least eight (8) hours worth of aircraft fuel for each operating aircraft is present for each operating day. Fueling from hand held containers will be permitted only during complete engine shut down.
 - i. It is the Contractor's responsibility to follow and satisfy the safety standards and procedures adopted by the host airport regarding aircraft field services (see ANSI/NFPA 407 - Aircraft Fueling servicing), including any refueling vehicle supplied by the Contractor at a host airport. See for example, FAA Circulars AC No: 150/5230-3: Fire prevention during aircraft refueling operations; and AC NO: 150/5230-4: Aircraft fuel storage, handling, and dispensing on Airports.
 - ii. The Operations Supervisor or Host Airport Representative reserves the right to inspect and/or reject any fuel truck or to shut down any refueling system that he or she deems unsafe, or when he or she feels that unsafe procedures are being followed.
- g. Motor Vehicles – All motor vehicles including tankers and trailers owned, leased or operated by the Contractor must conform to all Maryland State Department of Transportation regulations and be in acceptable working order. Vehicles containing fuel or pesticides must be properly placarded. All vehicles must be adequately insured naming the Maryland Department of Agriculture as additional insured.

3.2.12.2 Personnel

For each mixing/loading operation the Contractor must provide enough personnel and accessory equipment to perform all handling, transporting and mixing of pesticide in a timely manner. A minimum of two people (other than the pilot) per application aircraft will be required for each independent mixing/loading operation. Department personnel are not available to physically assist in any transporting, handling, lifting, *etc.* of pesticide or additives or their containers. The Contractor's personnel must be at least 18 years of age and qualified to operate all accessory equipment. Also, all personnel provided by the Contractor must be fluent in English so as to be able to communicate effectively with other State and Contractor personnel.

3.2.12.3 Supplies, Support and Services

- a. Water - The Contractor shall supply all water needed for mixing and cleanup. An amount of water no less than seven (7) times the additive load capacity of all operating aircraft shall be available at the Mixing/Loading site at the start of each day. The Contractor shall use only potable water for insecticide mixing. The Department will inspect and test the water to determine its suitability for mixing with the insecticides and will reject any water which cannot be made suitable for insecticide mixing.
- b. Insecticide Mixing - The Contractor's personnel will mix insecticides only at the approval of the Operations Supervisor or his designee. Premixing of the insecticide more than one hour prior to planned start of application will be done only under special circumstances and under approval of the Operations Supervisor.

- c. Rinsing - The Contractor is responsible for properly rinsing pesticide containers and for properly and legally disposing of pesticide containers and rinsate. The Department may be able to assist in arrangements for disposal of certain containers.
- d. Insecticide and Fuel Spills - The Department has a Work and Safety Plan addressing the response to significant insecticide spills. The Department will take leadership in any such response. The Department will review this plan at the Pre-work Conference including what role the Contractor's personnel will have.
- e. Fuel and refueling - The Contractor is responsible for obtaining or arranging the supply of all fuel for all aircraft. The Contractor shall insure that no less than eight (8) hours worth of aircraft fuel for each operations aircraft will be present and readily available for each operating day. The Contractor is referred to ATA Specification 103 for guidance regarding safe and acceptable refueling equipment and procedures. The equipment must be capable of refueling the aircraft within ten (10) minutes or less. Fueling from hand held containers will be permitted only during complete engine shut down.
 - i. It is the Contractor's responsibility to follow and satisfy the safety standards and procedures adopted by the host airport as regarding aircraft field services (see ANSI/NFPA 407 - Aircraft Fueling servicing) including any refueling vehicle supplied by the Contractor at a host airport. See for example, FAA Circulars AC No: 150/5230-3: Fire prevention during aircraft refueling operations; and AC NO: 150/5230-4: Aircraft fuel storage, handling, and dispensing on Airports. Refueling with engine/rotors running (HOT refueling) must be coordinated with and approved by the host airport manager. HOT REFUELING IS A NON-STANDARD PROCEDURE AND THE DEPARTMENT AND HOST AIRPORT WILL ACCEPT NO LIABILITY FOR ANY HAPPENINGS WHILE THIS PROCEDURE IS IN USE.
 - ii. When using fuel other than that provided by the host airport, the Contractor will be responsible for payment of any flowage fee normally paid to the airport sponsor.
 - iii. The Operations Supervisor or Host Airport Representative reserves the right to inspect and/or reject any fuel truck or to shut down any refueling system that he or she deems unsafe, or when he or she feels that unsafe procedures are being followed.
- f. Clean-up – The Contractor is responsible for general clean-up of all mixing and loading sites utilized and repair or payment for repair of damages resulting from Contractor’s aircraft equipment or contamination from fuel or insecticide.

3.2.13 DETAILED SPECIFICATIONS

3.2.13.1 Total Acreages

5,500 acres +/- 500 acres

3.2.14.2 Location

Application will be in Talbot, Allegany and Garrett Counties, Maryland. See attached maps of all proposed treatment areas (Attachment S).

3.2.13.3 Application Time Frame

Based on the records from the past several years for similar projects, the following data are presented for your use.

	<u>Average</u>	<u>Range</u>
Start Date:	May 1	April 15 – May 21
End Date:	May 31	May 10 – June 6

This information is for comparison and planning purposes only. It does not imply actual limitations or expectations for this project. Actual parameters for this project may be more or less than the averages and past extremes may be exceeded.

3.2.13.4 Insecticides and Additives

All of the acreage is planned to be treated with a 48 BIU/gallon Bacillus thuringiensis product which will be applied undiluted at a total volume of 1/2 gallon per acre.

Amounts needed: Bacillus thuringiensis: at least 2,750 gallons of a 48 BIU/gallon product (application rate is 24 BUI/ac.).

3.2.13.5 Acreage Calculation

Acreage amounts for each treatment area are calculated based on map acreage as shown in the shape or job file as presented to the contractor utilizing available GIS-based software, excluding agreed upon “exclusion/no spray” areas. An additional upward adjustment will be made to all blocks. This is done with the express purpose to encourage adequate coverage of these areas and to compensate the applicator for this coverage. An adjustment factor of 10% is based on actual GPS generated sprayed area data for operationally treated areas of like situations with acceptable coverage.

3.2.13.6 Treatment Site Description

There are approximately 39 blocks ranging from approximately 25 to 525 acres in size. Average blocks size is 140 acres. Treatment areas are in private forested residential land and recreational State land. The topography is Coastal Plain, Ridge and Valley, and Allegheny Plateau.

3.2.13.7 Aircraft Type, Number and Category

The Contractor shall provide Rotary wing spray aircraft, one from Category B, as shown in the Table Below “List of Acceptable Spray Aircraft with Assigned Lane Separation, Rotary-Wing Spray Aircraft” **Or** Fixed wing spray aircraft, one from Category B as shown in the Table Below “List of Acceptable Spray Aircraft with Assigned Lane Separation, Fixed-Wing Spray Aircraft.” All aircraft utilizing rotary atomizer nozzles must comply with the number of nozzles listed in the Table below. Show operational maximum load of each aircraft on Attachment Q “Aircraft Description Form”.

List of Acceptable Spray Aircraft with Assigned Lane Separation

Rotary-Wing Spray Aircraft

Category	Minimum Horsepower	Typical or Average Spray Load (Gallons)	Expected Swath Width*	Example	NUMER OF ROTARY ATOMIZERS REQUIRED
A	1100-1800+	225+	150'	Bell 204 Bell 205 Bell 212 Bell 214B	<u>8</u> <u>8</u> <u>8</u> <u>8</u>
B	800 650	125 100	100' 125'	Lama Bell 206L LII, LIII, LIV	<u>6</u> <u>6</u>
C	300+ 400	80-100 60-100	100' 100'	UH-12E3T Bell 206B Hughes 500C	6 6 6

List of Acceptable Spray Aircraft with Assigned Lane Separation

Fixed-Wing Spray Aircraft

CATEGORY	HORSE-POWER	HOPPER CAPACITY (Gallons)	EXAMPLES OF ACCEPTABLE AIRCRAFT	MAXIMUM LANE SEPARATION (Feet)		NUMBER OF ROTARY ATOMIZERS REQUIRED
				HYDRAULIC NOZZLES	ROTARY ATOMIZERS	
A	Turbine >1100	>750	Air Tractor 802	200	-	-
B	Turbine 750 - 1100	500 - 750	Air Tractor 502	125	150	8
			Air Tractor 602	125	150	8
			Dromader M18	125	175*	8
			Thrush T-34	125	150	8
			Thrush T-41	125	150	8
			Thrush T-45	125	150	8
			Thrush 660	125	150	8
			Thrush G-10	125	150	8
C	Turbine 600 - 750	300 - 500	Air Tractor 400	125	150	8
			Air Tractor 500	125	150	8
			AgCat King C	100	125	8
			AgCat Turbo	100	125	8
			Thrush R1820	100	125	8
			Thrush T-15	125	150	8
D	Piston 600 - 750	300 - 500	Air Tractor 301	100	125	8
			Air Tractor 301A	100	125	8
			Air Tractor 302	100	125	8
			Air Tractor 401	100	125	8
			AgCat Super B	100	125	8
			Thrush 600	100	125	8
			Thrush T-11	100	125	8

Undiluted B.t. Products at 0.5 gallon +/-ac only.

*Assigned swath is not changed with different nozzles or spray delivery systems, or with different dilution rates of B.t.

3.2.13.8 Mixing and Loading

The work on this contract will require a mixing/loading operation for each application aircraft. It is not expected that more than one aircraft will operate from the same landing zone except under unusual circumstances. The Contractor shall supply a mixing/loading operation for each aircraft. In addition, each mixing loading operation shall be equipped with two independent pumping and metering systems such that either insecticide can be loaded into the spray aircraft without performing hose clean-out procedures when switching from one material to the other.

3.2.13.9 DGPS Utilization

The use of DGPS is required for this contract. DGPS equipment and its utilization must conform to all specifications as described in **Section 3.2.8.2 (DGPS).** Bidders shall indicate make and version of DGPS equipment in the specified area on **Attachment Q, “Aircraft Description Form”**.

3.2.13.10 Other Operational Conditions

- a. Weekend/Holiday Spraying - Treatment areas include high-use recreational areas such as public parks or private campgrounds. Spraying in these areas may be significantly curtailed or precluded on weekends and may result in the Project taking more days to complete.
- b. Many treatment sites are in or near residential areas. Application progress will proceed more slowly in these areas especially during 7-9 AM.

3.3 Security Requirements

3.3.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

3.3.2 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated

with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.4 Insurance Requirements

- 3.4.1 The Contractor shall secure, pay the premiums for, and keep in force until the expiration of the contract, liability insurance covering all damage to life and property due to its activities or those of its agents or employees, in connection with its performance under this contract, including operation of aircraft, equipment and vehicles. This insurance shall include the following coverages and minimum limits:
- a. Aircraft Liability - \$1,000,000 single limit for each occurrence for bodily injury and property damage.
 - b. Aircraft Passenger Liability - \$1,000,000 single limit for each occurrence. Required for observation aircraft only.
 - c. Chemical Liability - \$100,000 per person, \$300,000 per occurrence for bodily injury; \$100,000 for each occurrence/aggregate for property damage. Must include coverage for spraying residential areas.
- 3.4.2 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3.4.3 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 3.4.4 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.4.5 The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 3.4.6 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 3.4.2.
 - c. Errors and Omissions/Professional Liability as required in Section 3.4.3.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 3.4.4.

- e. Employee Theft Insurance as required in Section 3.4.5.
 - f. Aircraft Liability as required in Section 3.4.1.
 - g. Aircraft Passenger Liability as required in Section 3.4.1.
 - h. Chemical Liability as required in Section 3.4.1.
- 3.4.6 The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 3.4.7 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.5 Problem Escalation Procedure

- 3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

- 3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Invoicing

3.6.1 General

- (a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:
- Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number
 - State assigned Contract number;
 - State assigned (Blanket) Purchase Order number(s);
 - Goods or services provided; and
 - Amount due.
 - Invoices should show the number of acres of completed spraying for each aircraft identified by tail number.
 - Entries for each day of application shall be itemized. Be sure to include your FID number on all invoices. Entries and/or totals not in agreement with Airport Data Sheets will be returned to the Contractor for resolution and correction.

Contractors should submit invoices to:

Maryland Department of Agriculture
The Wayne A. Cawley, Jr. Bldg.
Forest Pest Management
50 Harry S. Truman Parkway
Annapolis, MD 21401

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Payment shall be for each acre of each designated treatment block upon acceptable completion of spraying. Confirmation of acceptable completion of spraying will be based on good flight pattern and insecticide coverage of treatment areas as determined by utilization of DGPS data outputs of recorded swath flights, deposit sampling (spray cards, etc.), and monitoring of pesticide usage and proper boom operation. The aircraft flight record (Airport Data Sheet) and the map area calculations for treatment areas made by the Department shall be the basis of payment. The Department shall determine whether the program's progress and insecticide application are satisfactory. The applicator shall be liable for all costs of re-spraying, if re-spraying is required because of the applicator's failure to perform

satisfactorily. Payment for partial treatment of treatment blocks shall not be made, except upon agreement by the Contract Manager for the Department. The basis for payment will be acreage for blocks sprayed as shown on Airport Data Sheet signed by both the Contractor's on-site representative and the MDA Operations Supervisor.

3.7 MBE Reports

If this solicitation includes a MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-4**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (b) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.8 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 1.41), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment M-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- (b) **Attachment M-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

3.9 SOC 2 Type II Audit Report

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

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SECTION 4 – BID FORMAT

4.1 One Part Submission

Bidders shall submit with their Bid all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions (see Section 4.4) in a single sealed package/envelope.

4.2 Labeling

Each Bidder is required to label the sealed Bid. The Bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form (**Attachment F**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

4.4.1 Transmittal Letter:

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMM number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Confidentiality of Bids").

4.4.2 Minimum Qualifications Documentation:

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Bidder Minimum Qualifications."

4.4.3 **Completed Required Attachments:** Submit three (3) copies of each with original signatures:

- a. Completed Bid Form (**Attachment F**).
- b. Completed Bid/Proposal Affidavit (**Attachment B**).
- c. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

4.4.4 **Additional Attachments *If Required:** Submit three (3) copies of each with original signatures, if required.
* See appropriate IFB Section to determine whether the Attachment is required for this procurement:

- a. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) *see **Section 1.33**.
- b. Completed Federal Funds Attachment (**Attachment H**) *see **Section 1.35**.
- c. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) *see **Section 1.36**.
- d. Completed Mercury Affidavit (**Attachment L**) *see **Section 1.40**.
- e. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (**Attachment M-1**) *see **Section 1.41**.
- f. Completed Location of the Performance of Services Disclosure (**Attachment O**) *see **Section 1.44**.

4.4.5 **References:**

At least three (3) references are requested from customers who are capable of documenting the Bidder's ability to provide the services specified in this IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

4.4.6 **List of Current or Prior State Contracts:**

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

4.4.7 **Financial Capabilities:**

The Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

4.4.8 **Certificate of Insurance:**

The Bidder shall provide a copy of the Bidder's current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

4.4.9 **Subcontractors:**

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

4.4.10 **Legal Action Summary:**

This summary shall include:

- i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
- ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
- iii. A description of any judgments against the Bidder within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and
- iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.5 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this IFB) is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

4.6 Delivery

Bidders may either mail or hand-deliver Bids.

- 4.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A Bidder using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

- 4.6.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, Bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

- a. signed Contract (**Attachment A**),
- b. completed Contract Affidavit (**Attachment C**),
- c. completed MBE **Attachments D-2 and D-3**, within ten (10) Working Days, if applicable; *see **Section 1.33**,
- d. MBE Waiver Justification within ten (10) Working Days, usually including **Attachment D-6**, if a waiver has been requested (if applicable; *see **Section 1.33**),
- e. signed Non-Disclosure Agreement (**Attachment J**), if applicable; *see **Section 1.37**,
- f. signed HIPAA Business Associate Agreement (**Attachment K**), if applicable; *see **Section 1.38**,
- g. completed VSBE **Attachments M-2 and M-3**, if applicable *see **Section 1.41**,
- h. completed DHR Hiring Agreement, **Attachment O**, if applicable *see **Section 1.43**, and
- i. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; *see **Section 3.4**.

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IFB ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Bid.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-6. Attachment D-1 must be properly completed and submitted with the Bidder's Bid or the Bid will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Bidder must submit Attachments D-2 and D-3 and, if the Bidder has requested a waiver of the MBE goal, usually Attachment D-6.

ATTACHMENT E – Pre-Bid Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Bidders that plan on attending the Pre-Bid Conference.

ATTACHMENT F – Bid Form Instructions and Bid Form

The Bid Form must be completed and submitted with the Bid.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Bid.

ATTACHMENT H – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted with the Bid as instructed in the Attachments.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Bid.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Bid.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Bid. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Bid.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – Pilot Work Experience and References

This Attachment must be completed and submitted with the Bid

ATTACHMENT Q – Aircraft Description Form

This Attachment must be completed and submitted with the Bid

ATTACHMENT R – Electronic Funds Transfer (EFT) Registration Form

This Attachment must be completed and submitted with the Bid

ATTACHMENT S – Map of Project Area and List of Spray Blocks

MDA-Aerial Application of Insecticides to Control Gypsy Moth

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Maryland Department of Agriculture.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid dated March 5, 2014.
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract Monitor” means the Department employee identified in Section 1.6 of the IFB as the Contract Monitor.
- 1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.5 “Department” means the Maryland Department of Agriculture.
- 1.6 “IFB” means the Invitation for Bids for Maryland Department of Agriculture Invitation for Bids(IFB) Solicitation # MDA-216-14, and any addenda thereto issued in writing by the State.
- 1.7 “Procurement Officer” means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.
- 1.8 “State” means the State of Maryland.

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately four months beginning April 19 – May 15, 2014 and ending on June 6, 2014.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Bid Form (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

4.5 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this

Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

8.1 Subject to the Maryland Public Information Act and any other applicable laws, including without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall

not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

- 28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:
 - a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
 - b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

- c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, suit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
 - a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

- c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:
- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
 - b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

33. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Joseph Harrington
Procurement Officer
50 Harry S Truman Pkwy, Annapolis, MD 21401 phone 410-841-5904 FAX 410-841-5835 Email joseph.harrington@maryland.gov

If to the Contractor: _____

34. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

35. Miscellaneous

35.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.

35.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

35.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE

By:

By: Earl F. Hance

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Solicitation Number MDA-216-14

MDA-Aerial Application of Insecticides to Control Gypsy Moths

A Pre-Bid Conference will be held at 1:30pm, on February 24, 2014, at 50 Harry S Truman Pkwy., Room 341, Annapolis, MD 21401. Please return this form by February 18, 2014, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Joseph Harrington
Maryland Department of Agriculture
50 Harry S Truman Pkwy.
Annapolis, MD 21401
Email: joseph.harrington@maryland.gov
Fax #: 410-841-5835

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Bid Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT F – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

BID FORM

The Bid shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the bid being determined non-responsive and rejected by the Department.

Fill out all sections of this Bid Form completely in ink. This Bid Form must be signed. The person signing is responsible for the accuracy of all information provided. All erasures or alternations shall be in ink and initialed by the signer. "Total Bid Value" shown in Section One (Bid Price) will be the basis of bid award.

Acres amount to be used for bidding purposes only – 5,500 acres sprayed with B.t. FOR THIS PROJECT. The "Total Bid Value" is a calculation for Bid evaluation only: Contractor will be paid by the "Bid Price per acre" quoted in Section II below for each acre sprayed by the different insecticides. NOTE: The "Total Bid Value" is for bidding purposes only and is not a guaranteed or implied contract amount or payment for contracted work. Contractor will be paid the quoted "Bid Price per acre," for each insecticide, for each acre actually properly sprayed with that insecticide.

I. Name and Address of Bidder (Print, type or affix label) _____
_____ Telephone: (____) _____
_____ FAX: (____) _____
_____ Email: _____

Contact information: Please provide at least two from the choices below

Maryland Commercial Pesticide Business License Number: _____ Pending

II. **Bid Price:** Bidder to quote price per acre for all spraying done by all aircraft, including personnel, facilitating equipment, and services that fully comply with all terms and provisions specified for each project.

\$ _____ per acre sprayed with B.t. **Bid Price** written in words: _____

A. Bid Price per acre sprayed with B.t.X 5,500 acres = \$ _____

Submitted By:
Authorized Signature: _____ Date: _____
Printed Name and Title: _____
Company Name: _____
Company Address: _____
Location(s) from which services will be performed (City/State): _____
FEIN: _____
eMM #: _____
Telephone: (____) _____ -- _____
Fax: (____) _____ -- _____
E-mail: _____

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
 - (d) Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the

imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

This solicitation does not require a Conflict of Interest Affidavit and Disclosure.

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

This solicitation does not require a Non-Disclosure Agreement.

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This solicitation does not require a Location of the Performance of Services Disclosure.

ATTACHMENT O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

PILOT WORK EXPERIENCE AND REFERENCES

Pilot Work Experience and References

MDA 216-14

Bidding Firm _____

Submit the following information concerning the experience of the application pilots you are proposing for this project. Make additional copies of this form for additional pilots (2nd, 3rd, etc.) if needed. Attach copy of current medical certificate.

(Pilot's Name)

(Commercial Certificate #)

Aircraft to be flown: _____

Documentation of
Minimum Requirements

Total Flight
Hours in Command

- a. Total of all Aircraft _____
- b. Type aircraft to be used
(fixed vs. rotary wing) _____
- c. In weight class _____
- d. In make, model and series _____
- e. Forestry pesticide application in
Typical Terrain of Project to be
flown last 5 years. _____

Verification of Experience-References

Fill out below the name and phone number of a contact who can verify at least some of the pilot's work experience. The contact should be the customer/agency (not the application firm the pilot worked for at the time). Use an application firm contact only if you cannot find or do not know the customer contact and phone number, and the application firm can provide this information.

It is important that this section be filled out accurately: Pilots whose recent (last 5 years) experience cannot be substantiated through the given references may not be approved for work on this contract. Attach any necessary additional information.

Pilots Name: _____

PILOTS WORK ON PROJECT

YR	AGENCY & ADDRESS	AGENCY CONTACT & PHONE NUMBER	PROJECT DESCRIPTION/ PEST SPRAYED	AIRCRAFT FLOWN (OPTION)	DATES	NUMBER HOURS	<u>OR</u> ACRES	DGPS USED?
95	US Forest Service Allegany National Forest P.O. Box 2222 Warren, PA 12345	Bob Oakstand (814) 555-3456 (Fax)555-4567 <i>(Example)</i>	National Forest Gypsy Moth	SR2-Thrush	May 10-20		12,120	Yes

ATTACHMENT Q – AIRCRAFT DESCRIPTION FORM

Aircraft Description Form

This form is to be used to identify individual aircraft to be used on specific Projects. This form is also to be used to identify back up aircraft and to request and identify aircraft for substitution. All aircraft listed on this form, including both application and observation aircraft, are subject to inspection and approval prior to their use on a Project.

	A	B	C	D	E	F
Aircraft Make and Model						
FAA Number						
Engine						
Horsepower						
Carrying Capacity						
Operational Maximum Load						
Spray System						
Wing Span/ Rotor Diameter						
Boom Length						
DGPS System						

Definition of terms:

1. Aircraft Make, Model and Number: (AirTractor AT-400, Schweizer Ag-Cat-600, Bell 206 B-III, etc.).
2. FAA Number: FAA aircraft identification number shown on aircraft.
3. Engine: Type (Piston/Turbine) and Make/Model (P & W PT6A-11, Allison 250-C20B).
4. Horsepower: Factory-rated engine horsepower.
5. Carrying Capacity: Total tank volume of aircraft.
6. Operational maximum load: Maximum amount of pesticide volume to be routinely used under conditions of this contract.
7. Spray System: Make (simplex, Becomist, etc.) and nozzle type (Rotary Atomizer, flat fan 8004, etc.).
8. Wing Span/Rotor Diameter: Distance between outer tips of wings/rotor diameter, in feet.

9. Boom Length: Distance in feet between outer most nozzles. If rotary atomizer system, state type and number of atomizers.

10. DGPS System: Make and model and version (example: AGNAV 2).

Specify location where equipment can be inspected:

ATTACHMENT R – ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION REQUEST FORM

. ELECTRONIC FUNDS TRANSFER(EFT)REGISTRATION REQUEST FORM

State of Maryland Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business/Individual name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

Taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code) _____

ABA number

Account number

Checking Money Market Savings

Account type

Format Desired: _____ CCD+ _____ CTX* _____ EDI* (Check one.)

*Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.

A **VOIDED CHECK** from the bank account must be attached or letter from the bank confirming the account number.

COT/GAD X-10

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by * _____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of individual, company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

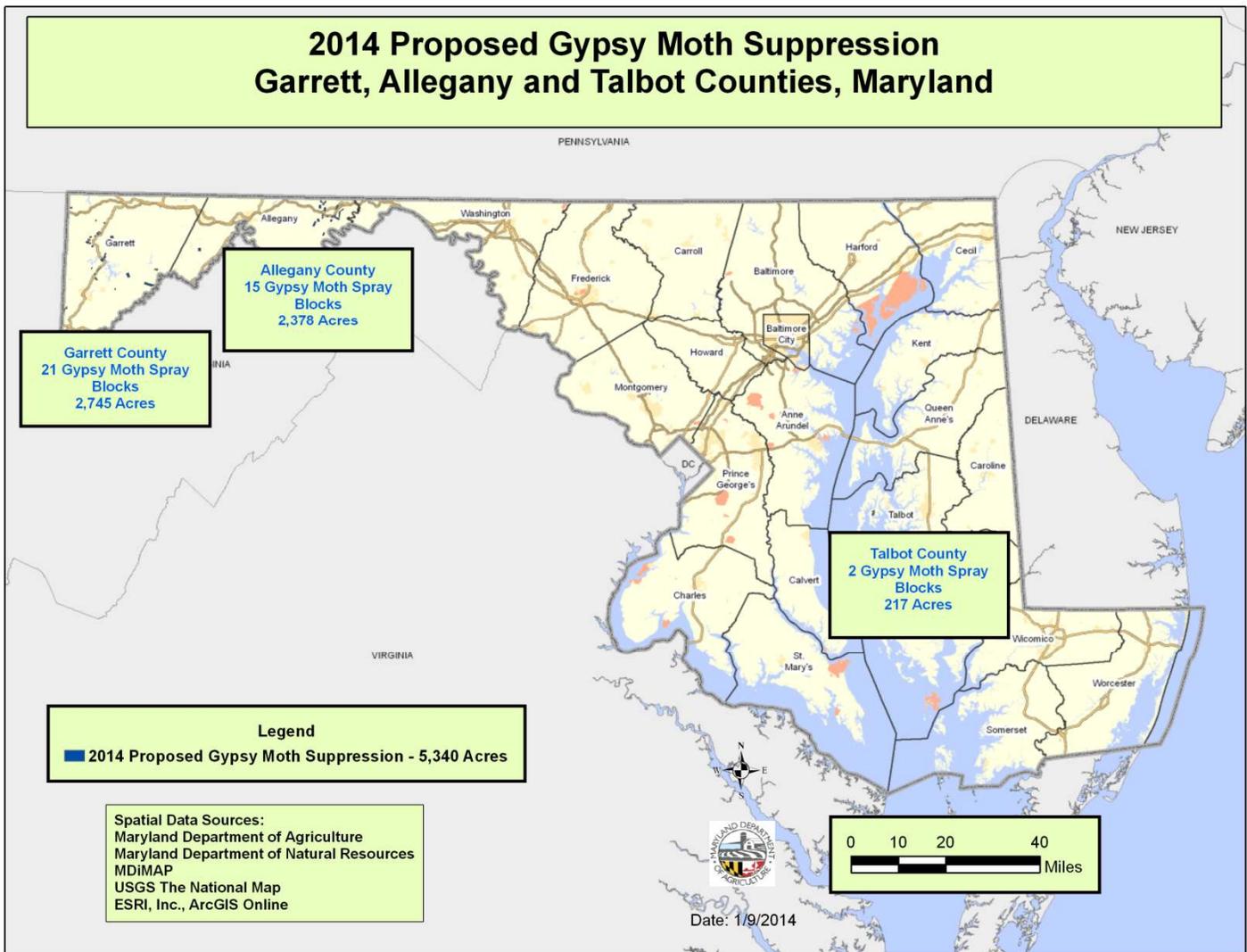
Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

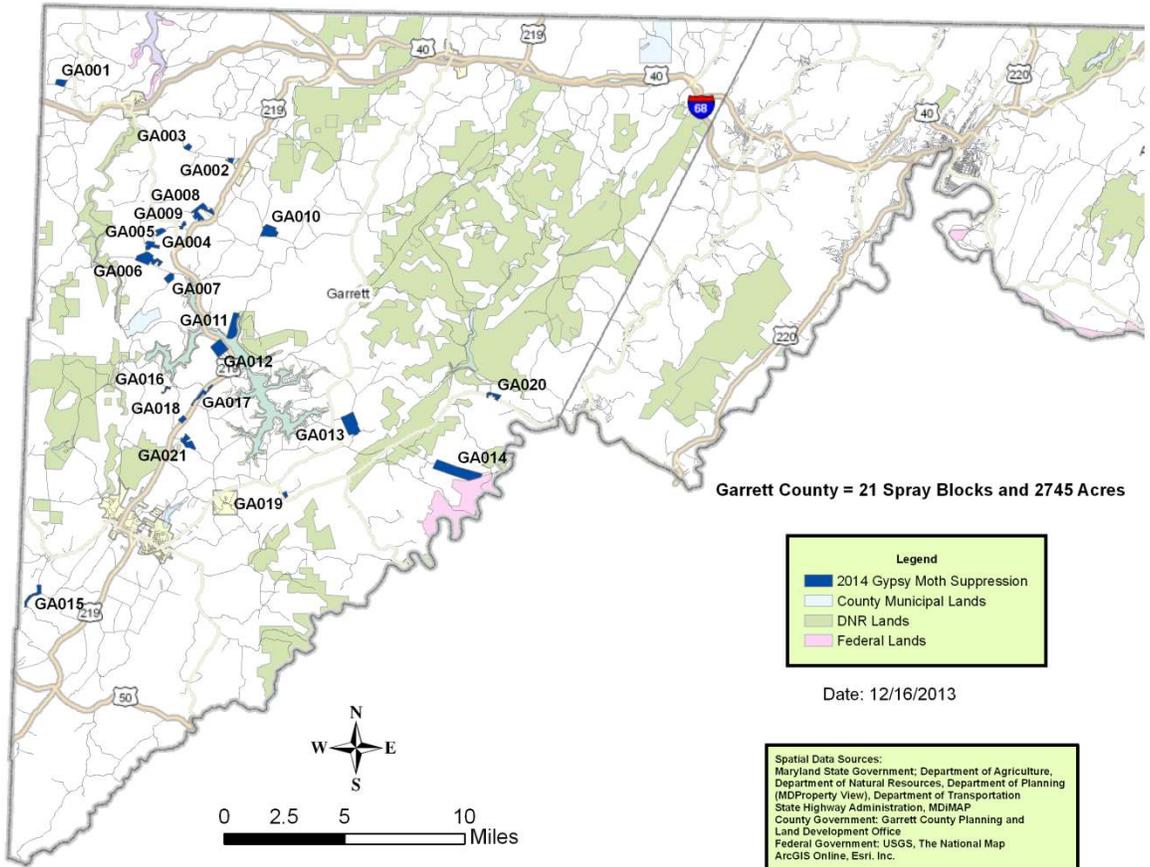
(or) Fax: 410-974-2309

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.

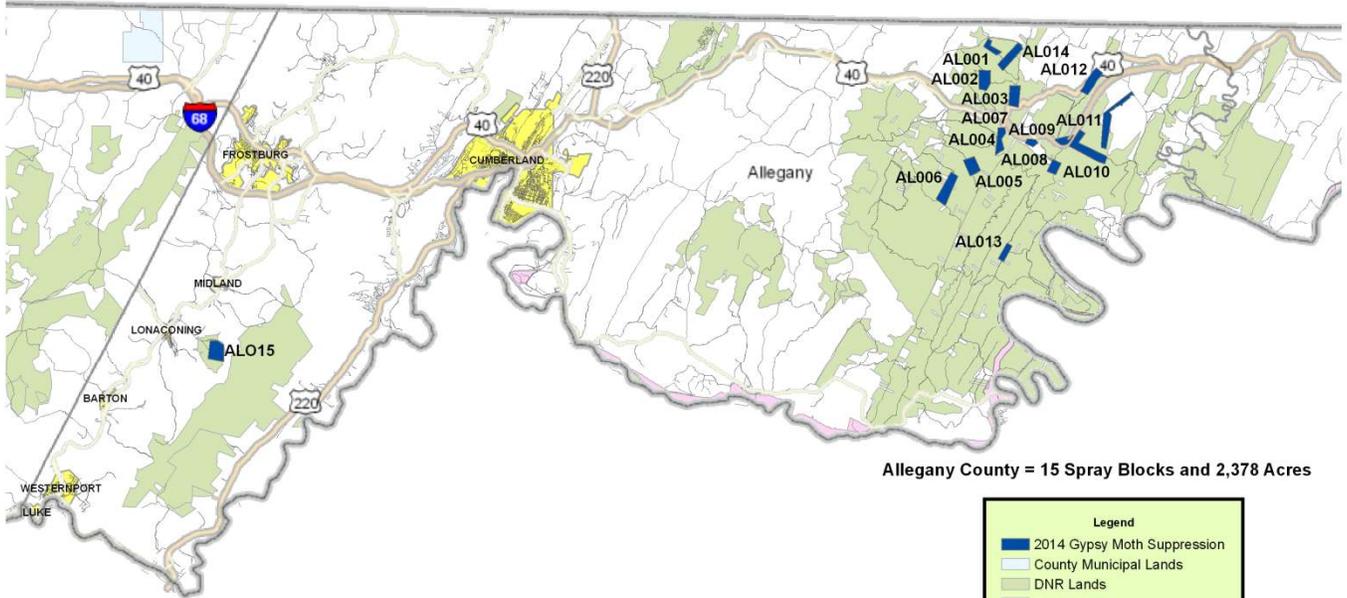
COT/GAD X-10



2014 Proposed Gypsy Moth Suppression Garrett County, Maryland



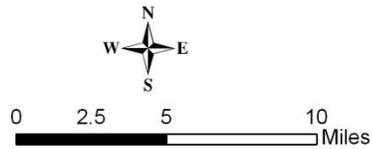
2014 Proposed Gypsy Moth Suppression Allegany County, Maryland



Allegany County = 15 Spray Blocks and 2,378 Acres

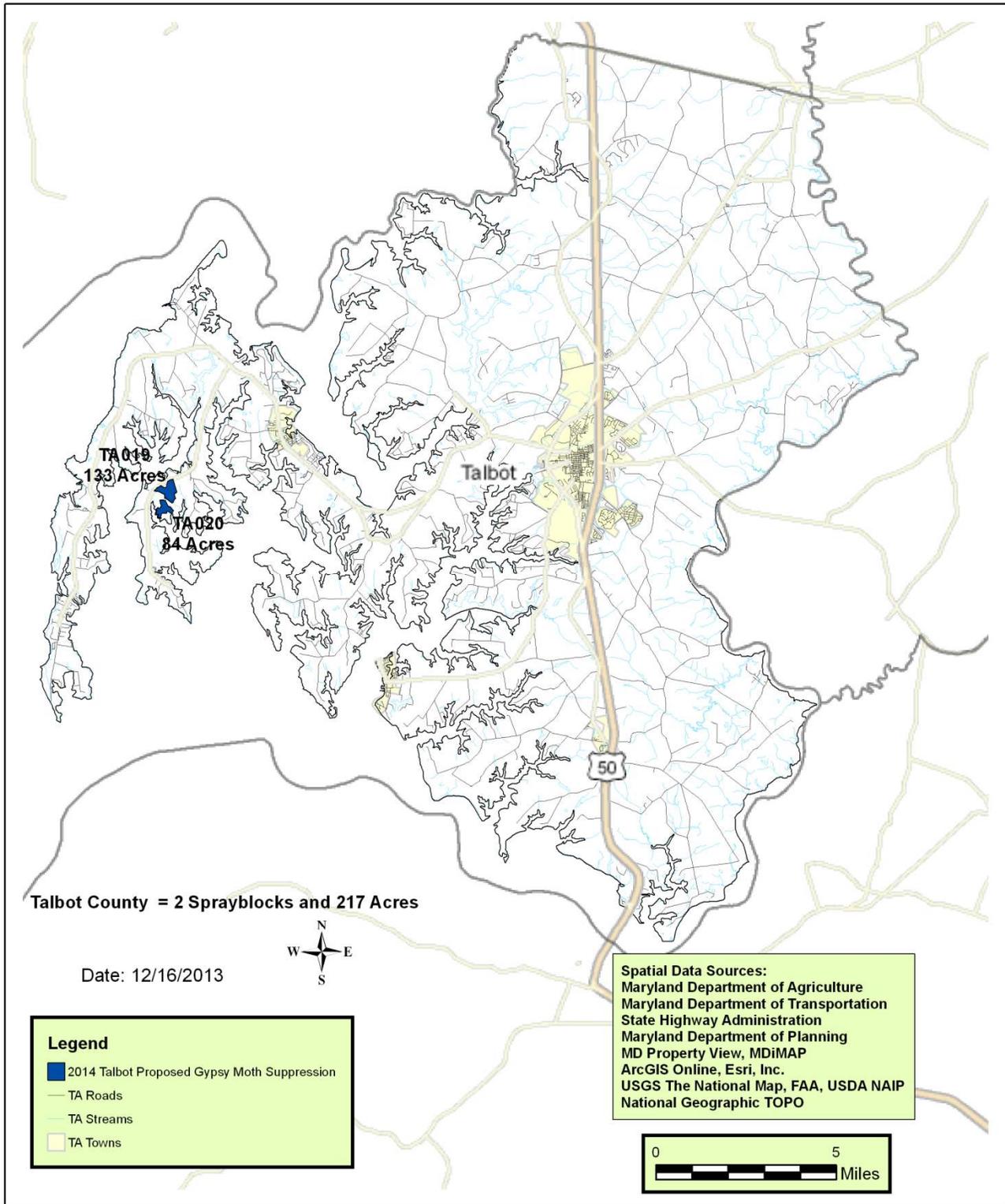


Date: 1/9/2014



Spatial Data Sources:
 Maryland State Government: Department of Agriculture, Department of Natural Resources, Department of Planning (MDProperty View), Department of Transportation State Highway Administration, MDIMAP
 County Government: Garrett County Planning and Land Development Office
 Federal Government: USGS, The National Map ArcGIS Online, Esri, Inc.

2014 Proposed Gypsy Moth Suppression Talbot County, Maryland



2014 Proposed Maryland Gypsy Moth Suppression January 9, 2014			
SPRAYBLOCK	Acres	DNR Acres	Private Acres
AL001	82	82	0
AL002	167	167	0
AL003	165	165	0
AL004	133	133	0
AL005	152	152	0
AL006	232	211	21
AL007	53	12	41
AL008	95	67	28
AL009	70	65	5
AL010	301	300	1
AL011	266	96	170
AL012	182	144	38
AL013	87	85	2
AL014	177	177	0
AL015	216	193	23
GA001	72	0	72
GA002	33	0	33
GA003	38	0	38
GA004	59	0	59
GA005	87	0	87
GA006	234	0	234
GA007	80	0	80
GA008	179	0	179
GA009	31	0	31
GA010	188	0	188
GA011	217	4	213
GA012	209	1	208
GA013	321	0	321
GA014	519	0	519
GA015	107	0	107
GA016	28	0	28
GA017	77	0	77
GA018	40	0	40
GA019	25	0	25
GA020	73	0	73
GA021	128	0	128
TA019	133	0	133
TA020	84	0	84
TOTAL	5340	2054	3286