

# INVITATION FOR BIDS (IFB)

## MARYLAND DEPARTMENT OF AGRICULTURE

SOLICITATION NUMBER: MDA-215-13

Aerial Application of Insecticides to  
Control Gypsy Moths – Garrett County Maryland



Issue Date: January 30, 2013

### NOTICE:

Prospective Bidders who have received this document from the Department of Agriculture's web site or <https://emaryland.buyspeed.com/bsa/>, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

**Minority Business Enterprises are encouraged to respond to this solicitation**

DEPARTMENT OF AGRICULTURE

Aerial Application of Insecticides to  
Control Gypsy Moths – Garrett County Maryland  
Solicitation Number MDA-215-13

Notice to Vendors/Contractors

In order to help us improve the quality of State bid 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 the enclosed solicitation. Please return your comments with your bid. If you have chosen not to bid on this contract, please return this completed form to Robert L. Tatman fax # (410) 841-5734 or e-mail [robert.tatman@maryland.gov](mailto:robert.tatman@maryland.gov)

1. If you have responded with a "No bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the Contract is not something we normally provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- The scope of work is beyond our current capacity.
- Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- We cannot be competitive. (Explain in Remarks Section)
- Time allotted for bid is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are prohibitive (Explain in Remarks Section)
- Bid requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- MBE requirements (Explain in REMARKS section.).
- Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- Payment schedule too slow.
- Other: \_\_\_\_\_

2. If you have submitted a bid or bid, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND  
Invitation for Bids  
DEPARTMENT OF AGRICULTURE

Aerial Application of Insecticides to  
Control Gypsy Moths - Garrett County Maryland

SOLICITATION NUMBER MDA-215-13

IFB Issue Date: January 30, 2013

IFB Issuing Office: Department of Agriculture

IFB Posted: [http://www.mda.state.md.us/plants-pests/forest\\_pest\\_mgmt/bid/](http://www.mda.state.md.us/plants-pests/forest_pest_mgmt/bid/)  
and  
<https://emaryland.buyspeed.com/bso/>

Procurement Officer: Robert L. Tatman  
Office Phone: (410) 841-5922  
Fax: (410) 841-5734  
E-mail: [robert.tatman@maryland.gov](mailto:robert.tatman@maryland.gov)

Bids are to be sent to: Robert L. Tatman  
Program Manager, Forest Pest Management  
Maryland Department of Agriculture  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401

Pre-Bid Conference: February 21, 2013, at 1:30 PM  
Maryland Department of Agriculture  
50 Harry S Truman Parkway  
Annapolis, Maryland 21401

Closing Date and Time: March 6, 2013, at 2:00 PM

Bid Opening: March 6, 2013, at 2:30 P.M.  
Maryland Department of Agriculture  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401

**NOTE**

Prospective Bidders who have received this document from the Department of Agriculture's web site or <https://emaryland.buyspeed.com/bso/>, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

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# SECTION 1. GENERAL INFORMATION

## 1.1 SUMMARY STATEMENT

The Maryland Department of Agriculture, Forest Pest Management Section (the “Department”), 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 Garrett County Maryland. The Contractor shall be ready to proceed performing the work on or about May 1 – May 15, 2013, and to be effective, shall complete the work on or about June 6, 2013.

## 1.2 ABBREVIATIONS AND DEFINITIONS

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

- a. A&P- Airframe and Powerplant
- b. AAF- Army Air Field
- c. ADIZ- Air Defense Identification Zone
- d. Agency- Department of Agriculture
- e. ANSI- American National Standards Institute
- f. APHIS- Animal Plant Health Inspection Service
- g. ATA- Air Transport Association
- h. Bidder- An entity that submits a bid in response to this IFB.
- i. COMAR- Code of Maryland Regulations.
- j. Contract- The Contract attached to this IFB as Attachment A
- k. Contractor- Winning vendor.
- l. Contract Manager- The person/persons appointed by the State to administer the contract and to see that all terms of the contract are followed. This is the contact person for the using agency for questions, service or emergency. The Department’s Contract Manager is identified in section 1.3
- m. DGPS- Differentially-corrected Global Positioning System
- n. EPA- Environment Protection Agency
- o. FAA- Federal Aviation Administration
- p. FAR- Federal Aviation Regulations
- q. FRZ- Flight Restricted Zone
- r. GIS- Geographical Information System
- s. GPS- Global Positioning System
- t. IFB-This Request for Bid for the Maryland Department of Agriculture, Solicitation Number dated, January 30, 2013 including any amendments.
- u. Issuing Office- Maryland Department of Agriculture

- v. Local Time - means the time in the Eastern Time Zone as observed by the State.
- w. MDA or the Department – Maryland Department of Agriculture
- x. NAS- Naval Air Station
- y. NFPA- National Fire Protection Association
- z. NOTAM- Notice to Airmen
- aa. Procurement Officer- The State representative responsible for this IFB for the determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this Invitation for Bids is identified in section 1.4.
- bb. STC- Supplemental Type Certificates
- cc. TCA- Tower Controlled Airspace
- dd. USDA- United States Department of Agriculture
- ee. USGS- United States Geological Survey

### **1.3 ISSUING OFFICE/DEPARTMENT CONTRACT MANAGER**

MDA is issuing this IFB. The Department Contract Manager for this contract is:

Robert Tatman  
Program Manager, Forest Pest Management  
Maryland Department of Agriculture  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401  
Phone Number: 410-841-5922  
Fax Number: 410-841-5734  
Email: [robert.tatman@maryland.gov](mailto:robert.tatman@maryland.gov)

MDA may change the Contract Manager at any time by written notice to the Contractors.

### **1.4 PROCUREMENT OFFICER**

The sole point of contact in the State for purposes of this IFB is the Procurement Officer at the address listed below:

Robert Tatman  
Program Manager, Forest Pest Management  
Maryland Department of Agriculture  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401  
Phone Number: 410-841-5922  
Fax Number: 410-841-5734  
Email: [robert.tatman@maryland.gov](mailto:robert.tatman@maryland.gov)

MDA may change the Procurement Officer at any time by written notice to the Contractors.

## 1.5 PRE-BID CONFERENCE

A Pre-bid Conference shall be held on February 21, 2013 beginning at 1:30 P.M. at the Maryland Department of Agriculture's headquarters, located at 50 Harry S Truman Pkwy., Annapolis, MD. Attendance at the Pre-Bid Conference is not mandatory but all interested Bidders are encouraged to attend in order to facilitate better preparation of their bids.

A summary of the Pre- Bid Conference and all known questions and answers at that time shall be distributed, free of charge, to all prospective bidders known to have received a copy of this IFB.

In order to assure adequate seating and other accommodations at the pre-bid conference are met, it is requested that by 4:00 PM on February 14, 2013 all potential bidders planning to attend return a Pre-Bid Conference Response Form or contact Robert Tatman, (410) 841-5922 or e-mail: [robert.tatman@maryland.gov](mailto:robert.tatman@maryland.gov) with such notice. The Pre-Bid Conference Response Form is included as Attachment G to this IFB. In addition, if there is need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least 5 days advance notice be provided. MDA shall make reasonable efforts to provide such special accommodation.

## 1.6 QUESTIONS

Written questions from prospective Bidders shall be accepted by the Procurement Officer prior to the pre-bid conference. As reasonably possible and appropriate, such questions shall be answered at the pre-bid conference. Questions may be submitted by mail, facsimile, or, preferably, by e-mail to the Procurement Officer. Questions, both oral and written, shall also be accepted from prospective Bidders attending the Pre-Bid Conference. As reasonably possible and appropriate, these questions shall be answered at the Pre-Bid conference.

Questions shall also be accepted subsequent to the Pre-Bid conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all potential Bidders who are known to have received a copy of the IFB.

A summary of all questions and answers will be distributed to all vendors and will be posted on <https://emaryland.buyspeed.com/bso/> and the Department's website [http://www.mda.state.md.us/plants-pests/forest\\_pest\\_mgmt/bid/](http://www.mda.state.md.us/plants-pests/forest_pest_mgmt/bid/).

## **1.7 USE OF E-MARYLAND MARKETPLACE**

“E-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MDA web site (<http://www.mda.state.md.us> ) and 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 e-Maryland Marketplace (<https://emaryland.buyspeed.com/bs/>). In order to receive a contract award, a vendor must be registered on eMM. eMM registration is free and made through the eMarylandMarketplace website cited above.

## **1.8 BID DUE DATE**

**One original and three (3) bound copies of each bid** shall be received by the Procurement Officer, at the address listed in Section 1.4, no later than 2:00 P.M. (local time) on March 6, 2013 in order to be considered. Each Bidder shall also provide a copy of the bid on CD (in MS WORD) and ensure that the CD is labeled with the date, IFB title, IFB number, and Bidder’s name. Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt at the Procurement Officer's office. Except as provided in COMAR 21.05.02.10, bids or unsolicited amendments to bids arriving after the closing time and date shall not be considered. Bids delivered by facsimile or email shall not be considered.

## **1.9 DURATION OF OFFERS**

Bids submitted in response to this IFB are irrevocable for 90 days following the bid due date. This period may be extended at the Procurement Officer's request only with the bidder’s written agreement.

## **1.10 REVISIONS TO THE IFB**

If it becomes necessary to revise this IFB before the due date for bids, amendments shall be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB.

Acknowledgment of receipt of all amendments to this IFB must accompany the bidder’s Bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

## **1.11 CANCELLATION AND REJECTION OF BIDS**

The State reserves the right to cancel this IFB, accept, or reject any and all bids, in whole or in part received in response to this IFB, or to waive or permit cure of minor irregularities in accordance with COMAR Regulation 21.06.02.

## **1.12 INCURRED EXPENSES**

The State shall not be responsible for any costs incurred by a bidder in preparing and submitting a bid, or in performing any other activities relative to this solicitation.

## **1.13 PROTESTS/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.)

## **1.14 TIE BIDS**

Tie Bids are responsive bids from responsible bidders that are identical in price, terms, and conditions and which meet all the requirements and evaluation criteria set forth in the invitation for bids and will be processed in accordance with COMAR 21.05.02.14.

## **1.15 MULTIPLE OR ALTERNATIVE BIDS**

Neither multiple nor alternate bids will be accepted.

## **1.16 ACCESS TO PUBLIC RECORDS ACT NOTICE**

A bidder should identify those portions of the bid it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Bidders are advised that, upon request for information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

## **1.17 BIDDER'S RESPONSIBILITIES**

The State shall enter into a contractual agreement only with the selected bidder. The selected bidder shall be responsible for all services required by this IFB. Subcontractors, if any, must be identified and a complete description of their role relative to the bid must be included in the bid.

## **1.18 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 of this IFB and the Contract (Attachment A).

## **1.19 VERIFICATION OF REGISTRATION AND TAX PAYMENT**

Before a corporation can do business in the State of Maryland, it shall be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. 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 the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

## **1.20 BID/PROPOSAL AFFIDAVIT**

A completed Bid Affidavit must accompany all bids submitted by a bidder. A copy of this Affidavit is included as Attachment B of this IFB.

## **1.21 CONTRACT AFFIDAVIT**

All bidders are advised that if a contract is awarded as a result of this solicitation, the successful bidder shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit need not be submitted with a bidder's bid, but must be provided upon notice of contract award.

## **1.22 ARREARAGES**

By submitting a response to this solicitation, the bidder represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, 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.

## **1.23 PROCUREMENT METHOD**

This contract shall be awarded in accordance with the Competitive Sealed Bidding process under Code of Maryland Regulations (COMAR) 21.05.02.

## **1.24 TERMS OF CONTRACT**

Bidders must be prepared to begin work on this contract on or about May 1, 2013, after Contract Award and the Notice to Proceed have been received. At that time, the successful Bidder/Contractor shall ensure that all personnel, equipment, vehicles, and materials necessary to perform the work are available; and that all other contractual requirements are met, including, but not limited to, having the requisite licenses and insurance coverage. In order to be effective, the Contractor shall complete the work on or about June 6, 2013.

## **1.25 CONTRACT TYPE**

**FIXED PRICE INDEFINITE QUANTITY CONTRACT:** This Contract provides for a firm rate price, but the quantity cannot be reasonably determined at time of Award. Please refer to Code of Maryland Regulations (COMAR) Title 21.06.03.

## **1.26 BID OPENING AND RECORDING OF BIDS**

Bids will be opened in accordance with the provisions of COMAR 2.05.02.11B. Specifically, the bids will be opened on March 6, 2013, at 2:30 PM (local time) at the Maryland Department of Agriculture's headquarters, located at 50 Harry S. Truman Parkway, Annapolis, Maryland 21401. Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

## **1.27 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, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible bidder whose headquarters, principal base of operations, or principle site that will primarily provide the services required under this IFB is in another state submits the most favorable bid price; the other state gives a preference to its residents 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 residents.

## **1.28 NO BID STATEMENT**

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors/Contractors” form (page 2), which includes their company information and the reason for not responding (i.e.; too busy, cannot meet mandatory requirements, etc.).

## **1.29 AWARD BASIS**

The State reserves the right to award the contract to the responsive and responsible bidder submitting the most favorable bid price (Attachment D).

## **1.30 ELECTRONIC FUND TRANSFER**

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Bidder shall register using the form 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 and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is provided as Attachment I and can also be downloaded at the following URL: <http://compnet.comp.state.md.us.gad/pdf/GADX-10.pdf>

## **1.31 FALSE STATEMENTS**

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract, a person may not willfully:
  - 1. Falsify, conceal, or suppress a material fact by any scheme or device;
  - 2. Make a false or fraudulent statement or representation of a material fact;
  - or
  - 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) 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.

## 1.32 LIVING WAGE

A solicitation for services under a State Contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in Attachment H. If a Bidder fails to complete and submit the required documentation, the State may determine a Bidder to be not responsible under State law.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 per hour, if State Contract services, valued at 50% or more of the total value of the Contract, are performed in the Tier 1 Area. If State Contract services, valued at 50% or more of the total value, are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.39 per hour. 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) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed 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. 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. The Offeror must identify in their proposal the location(s) from which services will be provided.

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or [ravallone@dllr.state.md.us](mailto:ravallone@dllr.state.md.us). Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation. General procurement questions may be directed to the Board of Public Works at (410) 260-7335 (local) or toll-free number (877) 591-7320.

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

## 1.33 PROMPT PAYMENT TO SUBCONTRACTORS

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs, dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR)

21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Bidder who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §29 (see Attachment A). Additional information is available on the GOMA website at [http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf)

### **1.34 ASSIGNMENT/SUBCONTRACTORS**

Bidders must identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract. Assignment of any contract issued as a result of this IFB, in whole or in part and/or the use of sub-contractor without the expressed permission of the Department may be cause for the Department to declare the contractor in default.

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## **SECTION 2. SCOPE OF WORK**

### **2.1 GENERAL CONDITIONS FOR TREATMENT AREAS**

#### **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 2.14, "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.

#### **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.

#### **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.

## **2.2 OPERATIONS MANAGEMENT AND SUPERVISION**

### **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 2.14.7 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 2.14.3, which is based on past records for Projects in the same geographical area. During April, 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.

### **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.

### **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.

### **2.2.4 Department's (MDA) Operations Supervisor**

Operations - The Contract Manager for the Department (as indicated in Section 1.3) 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.

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.

### **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.

## **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.

## **2.3 PILOT SUBSTITUTION AND EQUIPMENT REPAIR, REPLACEMENT OR SUBSTITUTION**

### **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.

### **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.

### **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, in the case of spray aircraft, calibration and characterization 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 and characterization. If there is a requirement to relocate to perform the calibration and characterization, the Contractor may be liable for additional liquidated damages. The Contractor agrees to bear all costs associated with the costs of calibration and characterization 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 2.16.7 will not be accepted for substitution.

### **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 E**, giving all required information about the pilot's work experience and references as set forth in Section 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 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.

## **2.4 OUTSIDE APPROVALS AND CLEARANCES**

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:

1. Federal Aviation Administration;
2. Federal Bureau of Investigation;
3. Military Bases (Andrews AFB, Fort Meade) or any other Department of Defense Authority;  
and
4. Homeland Security.

The bidder/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.

## **2.5 PAYMENT**

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.

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

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.

## **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.

## **2.7 PESTICIDE APPLICATOR LICENSE AND CERTIFICATION**

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.

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. 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.

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

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.

## **2.8 AERIAL APPLICATION EQUIPMENT**

### **2.8.1 Aircraft**

Aircraft - The Contractor shall furnish specified aircraft in a specific category or categories as described in Section 2.16.7. 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.

- a. Aircraft Specifications - To ensure the Bidder/Contractor is capable of performing the Contract for each spray aircraft proposed, the Bidder/Contractor shall submit on Attachment F 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).
- b. Transponders - Each aircraft shall be equipped with a working Mode C Transponder.
- c. 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*.
- d. 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.

### **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 track 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 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.

### **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 Hawk<sup>®</sup>, 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 of adequate capacity and adequately vented to dump the load and installed so as to prevent blowback into the fuselage. 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.

## **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.

## **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. Bidders are to specify in writing (Attachment F) 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 2.8.1, 2.8.2, 2.8.3 and 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.

## 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.

### 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>Hours</u>	<u>Pilot-in-Command</u>	<u>Minimum Flying</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 Bidder/Contractor shall submit on Attachment E: (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 Bidder/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.

### **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.

## **2.10 APPLICATION, SERVICES AND SUPPORT**

### **2.10.1 Airport/Helisports**

Airport/Helisports - The selection of suitable helisports 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 helisports 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 prior 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.

### **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.

### **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 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.

### **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 F). 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.

### **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.

### **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.

### **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.

### **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.

## **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 of each type that will be required are given in Section 2.16.4. 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.

## **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:

### **2.12.1 Equipment**

- a. Mixing Equipment - Mixing equipment shall consist of one or more individual tanks as specified in Section 2.16.8. 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.

## **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.

## **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.

## **2.13 INSURANCE**

### **2.13.1 General Requirement**

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.

d. Automotive Liability - \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.

e. Comprehensive General Liability - \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.

f. Workers Compensation - Insurance covering all the Contractor's employees who engage in any work under the contract, as may be required by the laws of the State of Maryland

### **2.13.2 Subcontracts**

The Contractor shall cause any subcontractor approved by the Department to perform work under this contract to secure, pay the premiums for, and keep in force until the expiration of the subcontract 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 the subcontract. The Contractor may alternatively elect to have the subcontractor named as additional insured on all such insurance policies as are required of the Contractor.

### **2.13.3 Miscellaneous**

- a. The Contractor shall provide evidence that it has obtained the required insurance to the Department at or before the time it returns the executed contract. If work is sublet, the Contractor shall file in the same manner and at the same time as required of the Contractor evidence showing that the subcontractor has obtained the required insurance or is named as additional insured on all relevant policies of the Contractor.
- b. All insurance policies covering the contract shall be endorsed to provide the Department with no less than thirty (30) days notice of cancellation, amended or non-renewal.
- c. The Contractor shall have the Department named as an additional insured for any insurance policy required under the terms of this contract.

## **2.14 DETAILED SPECIFICATIONS**

### **2.14.1 Total Acreages**

12,000 acres +/- 500 acres

### **2.14.2 Location**

Application will be in Garrett County, Maryland.  
See attached maps of all proposed treatment areas (Attachment J).

### **2.14.3 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 15	May 01 - 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.

### **2.14.4 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 6,500 gallons of a 48 BIU/gallon product (application rate is 24 BUI/ac.).

### **2.14.5 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.

### **2.14.6 Treatment Site Description**

There are approximately 59 blocks ranging from approximately 22 to 1,399 acres in size. Average blocks size is 205 acres. Treatment areas are in private forested residential land and recreational State land. The topography is Allegheny Plateau.

**2.14.7 Aircraft Type, Number and Category**

The Contractor shall provide Rotary wing spray aircraft, one from Category A, or two 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 A or two 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 F “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

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**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.

### **2.14.8 *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.

### **2.14.9 *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 2.8.2 (DGPS).** Bidders shall indicate make and version of DGPS equipment in the specified area on **Attachment F, "Aircraft Description Form"**.

### **2.14.10 *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.

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## SECTION 3. BID FORMAT

The bidder shall submit the following documents as its bid package. A Tab as detailed below shall separate each section:

TAB A. TRANSMITTAL LETTER

A brief letter addressed to the Procurement Officer which contains the following:

- Name & Address of Bidder
- Name, Title and Telephone Number of Contact for Bidder
- Statement that bid is in response to Solicitation
- Signature, Typed Name, and Title of an Individual Authorized to Commit Bidder to Bid
- Federal Employer Identification Number of the Firm, or; If a single individual, a Social Security Number
- Acceptance of all State IFB and contract terms and conditions
- Acknowledgement of all Addenda to this IFB

TAB B. TABLE OF CONTENTS

TAB C. REFERENCES

The bidder shall submit with the bid, a list of three (3) references to which services of a similar size and scope have been rendered. The listing shall include the name and address of the organization used as a reference, description of the services rendered, date when services were rendered, a point of contact (POC) at the reference organization, a phone number and an email address for the POC.

TAB D. FINANCIAL STATEMENTS

The bidder must submit its complete audited financial statements, including all of the auditor's notes, for its last two fiscal years. If the bidder has not had its financial statements audited by an independent accounting firm, the Bidder must submit such un-audited financial statements as it has.

TAB E. BID FORM

See Attachment D for form

- Do not change or alter Attachment D, besides entering the requested amounts and information.
- Nothing may be entered on the Bid Form that alters or proposes conditions or contingencies on the prices or bid.

- All unit prices must be clearly typed with dollars and cents, rounded to the near cent (*e.g.*, \$24.15).
- The Bid form is to be completed, signed and dated by an individual who is authorized to bind the bidder to all prices and discounts bid. Enter all information in the spaces provided and provide totals for the total evaluated bid price as shown on the Bid form.

TAB F. BID/PROPOSAL AFFIDAVIT (See Attachment B for form)

TAB G. LIVING WAGE AFFIDAVIT OF AGREEMENT (See Attachment H for form)

### 3.1 BIDDER'S CHECKLIST OF DOCUMENTS

Checklist of documents **required** to be submitted with a bid:

- Bid Form (Attachment D), signed
- Bid/Proposal Affidavit (Attachment B), signed
- Attachment E - Pilot Work Experience and References
  - name at least one back-up pilot
  - include a copy of medical certificate
- Attachment F - Aircraft Description Form
- Attachment H – Living Wage Affidavit of Agreement

### 3.2 CONTRACT AWARDEE'S CHECKLIST OF REQUIRED DOCUMENTS

Checklist of documents required from low bidder: must be returned in 10 calendar days after being so notified.

- Attachment C - Contract Affidavit signed
- Insurance information conforming to specifications in Section 2.13.
- Attachment A - Signed Contract ("Basic Agreement")

## ATTACHMENT A. CONTRACT

THIS CONTRACT is made this \_\_\_ day of \_\_\_\_\_ 2013 by and between and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF AGRICULTURE, (herein know as the Agency) and \_\_\_\_\_ herein know as the (Contractor).

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

### 1. Definitions

Except as provided otherwise in this Contract, terms used in this Contract and the IFB shall have the meanings provided in the IFB. In this Contract, the following words have the meanings indicated:

- 1.1 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.2 “Department” means the Maryland Department of Agriculture.
- 1.3 “Procurement Officer” means Robert L. Tatman.
- 1.4 “IFB” means the Invitation for Bids dated January 30, 2013.
- 1.5 “State” means the State of Maryland.

### 2. Scope of Work – Independent Contractor

- 2.1.1 The Contractor is not an employee of the Department but is an independent contractor as that term is normally defined. The Contractor shall be responsible for providing all of the supplies and materials necessary for performance of all work under the Contract, and for withholding any taxes and social security payments due in relation to the Contract. The Contractor is not an agent of the Department and cannot commit the Department or the State to the expenditure of funds, or enter into any contractual obligation on behalf of the Department or the State.

The Contractor shall at all times exercise such precautions as may be necessary for the safety of its employees during the course of performance of this Contract, and shall comply with all applicable federal, state, and local safety laws and regulations.

The Contractor shall provide the services described in the Contractor’s bid and the IFB. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. 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 - The Contractor's Bid  
Exhibit C - Contract Affidavit

- 2.2** The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. 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 shall 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** Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR 21.07.01.04, is obtained.

**3. Time for Performance – Effective Date**

To meet the goals of this Contract, the Contractor must perform the work within a particular biological window of time beginning on or about May 15, 2013 through May 22, 2013, and ending on or about June 6, 2013. For this reason, the Contractor shall be ready to proceed performing the requested work on or about May 15, 2013, and, to be effective, completed on or about June 6, 2013.

**4. Consideration and Payment**

- 4.1** The Contractor shall be paid no more than the following: \_\_\_\_\_  
NOTE: THE COMPENSATION AMOUNT SHALL BE DERIVED FROM THE CONTRACTOR'S BID.
- 4.2** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Electronic Funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3** Each invoice must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland are prohibited.
- 4.4** Each invoice must contain the following information:

1. Contract Number,
2. The name of the referring Agent
3. The business address of the referring Agent
4. The Purchase Order Number and must be submitted to:

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

- 4.5** 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 pursuant to this Contract.

**5. Personnel**

Contractor agrees that all personnel identified in its bid, or personnel of equal qualifications, shall be assigned to perform the terms of this contract.

**6. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, 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 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.

**7. 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 Procurement Officer.

**8. Nature of Contract**

This Contract is for services governed by the requirements of the State Finance and Procurement Article of the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations as applicable to service contracts.

**9. Non-Hiring of Employees**

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, 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.

**10. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, 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 shall file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

**11. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

**12. 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 physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (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.

**13. Contingent Fee Prohibition**

The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

**14. Nonavailability 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 shall 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 shall 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.

**15. Termination for Default**

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 of Maryland 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 shall 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.

**16. 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 shall 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 21.07.01.12 (A)(2).

**17. Delays and Extensions of Time**

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions shall 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.

**18. Suspension of Work**

The Procurement Officer 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.

**19. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, 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.

**20. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires 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 these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**21. Political Contribution Disclosure**

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under 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: (1) 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 (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

**22. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract 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 the Procurement Officer's 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.

**23. Compliance with Laws**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, 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;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. 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.

**24. 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 or offer.

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 or offer, was inaccurate, incomplete, or not current.

**25. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 13, and 15 through 28 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to its subcontractors.

**26. Indemnification**

**26.1** The Contractor shall indemnify the State against liability for any claims, damages, loss, costs, expenses, suits, or actions of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

**26.2** The State of Maryland 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 obligations under this Contract.

**26.3** 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 obligations under this Contract.

**26.4** 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 shall 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.

**27. Commercial Nondiscrimination**

**27.1** 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 under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. 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.

**27.2** The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department of Budget and Management, in all subcontracts.

**27.3** As a condition of entering into this Contract, upon the Commission on Civil Rights' request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 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 under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, 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.

## **28. Security**

**28.1** Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department. Further, the Contractor, its employees and agents and subcontractor's employees and agents shall not violate Article 27, Section 138 of the Annotated Code of Maryland and such other security regulations of the Department about which they may be informed from time to time. The failure of any of the Contractor's or subcontractor's employees or agents comply with any provision of this Section 27 of this contract is sufficient grounds for this Department to immediately terminate this contract for default.

## **29. Prompt Payment Requirements and MBE Compliance**

**29.1.** If a 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.

**29.2.** An “undisputed amount” means an amount owed by a 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.

**29.3.** An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and 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.

**29.4.** 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 program.

**29.5.** 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 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 30 days and invoices for which the subcontractor has not been paid.
- (c) If the Department determines that a Contractor is in noncompliance 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 a 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 this Directive 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.

**30. Administrative**

**30.1** Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager, Robert L. Tatman.

**30.2** 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:

Robert L. Tatman  
 Program Manager, Forest Pest Management  
 Maryland Department of Agriculture  
 50 Harry S. Truman Parkway  
 Annapolis, Maryland 21401  
 Phone Number: 410-841-5922  
 Fax Number: 410-841-5734  
 Email: robert.tatman@maryland.gov

If to the Contractor: (To be completed by Contractor)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

CONTRACTOR

\_\_\_\_\_  
 By:

\_\_\_\_\_  
 Date

Witness: \_\_\_\_\_

MARYLAND DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

Witness:\_\_\_\_\_

Approved for form and legal  
sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Assistant Attorney General

## **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 hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder 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 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 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 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 or 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 or 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 or 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid.

### 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):

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### 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 or 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 or 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):

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#### 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).

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#### 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):

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#### G. SUB-CONTRACT 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 or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or 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 or offer 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. 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 or 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 or offer, 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 \_\_\_\_\_, 20\_\_\_\_, 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. BID FORM

## Bid Form

**Project No. MDA-215-13– Garrett County Maryland**

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.

Acreage amount to be used for bidding purposes only – 13,000 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) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact information: Please provide at least two from the choices below  
Telephone: (\_\_\_\_) \_\_\_\_\_  
**FAX:** (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

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 12,000 acres = \$ \_\_\_\_\_

Name and Title of Person Authorized to Sign Proposal (Type or Print):

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Signature) (Date) (FEIN)

# ATTACHMENT E. PILOT WORK EXPERIENCE AND REFERENCES

## Pilot Work Experience and References

### MDA 215-13

**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 F. 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
<b>Aircraft Make and Model</b>						
<b>FAA Number</b>						
<b>Engine</b>						
<b>Horsepower</b>						
<b>Carrying Capacity</b>						
<b>Operational Maximum Load</b>						
<b>Spray System</b>						
<b>Wing Span/ Rotor Diameter</b>						
<b>Boom Length</b>						
<b>DGPS System</b>						

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 G. PRE-BID CONFERENCE RESPONSE FORM

Solicitation Number: MDA-215-13

## PRE-BID CONFERENCE RESPONSE FORM

A pre-bid conference shall be held at 1:30 PM, February 21, 2013 at the Maryland Department of Agriculture, 50 Harry S Truman Pkwy, Annapolis, MD. Please return this form by February 2, 2013 advising whether or not you plan to attend. For directions to the meeting site, you may contact the Procurement Officer at (410) 841-5922.

Return this form to:

Robert Tatman  
Program Manager, Forest Pest Management  
Maryland Department of Agriculture  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401  
Phone Number: 410-841-5922  
Fax Number: 410-841-5734  
Email: [robert.tatman@maryland.gov](mailto:robert.tatman@maryland.gov)

Please indicate:

\_\_\_\_\_ Yes, the following representatives shall be in attendance:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_ No, we shall not be in attendance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

# ATTACHMENT H. LIVING WAGE REQUIREMENT AND AFFADAVIT OF AGREEMENT

## Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. 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. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- 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) Contracts involving services needed 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 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 contract, 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 Title 18, State Finance and Procurement, Annotated Code of Maryland.
  
- 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 of Labor and Industry 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 §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. 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 of Labor and Industry.
  
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, 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 §3-413, Labor and Employment Article, Annotated Code of Maryland.

- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, 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.

**Maryland Living Wage Affidavit of Agreement - Service Contracts**

Solicitation # MDA-215-13

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 our 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.

**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

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
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name \_\_\_\_\_ of \_\_\_\_\_ Authorized \_\_\_\_\_ Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Contractor.

Document Prepared By: (please print or type)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Submit This Affidavit with Bid/Proposal

END OF ATTACHMENT H



**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

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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:

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State Treasurer’s Office approval date

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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.

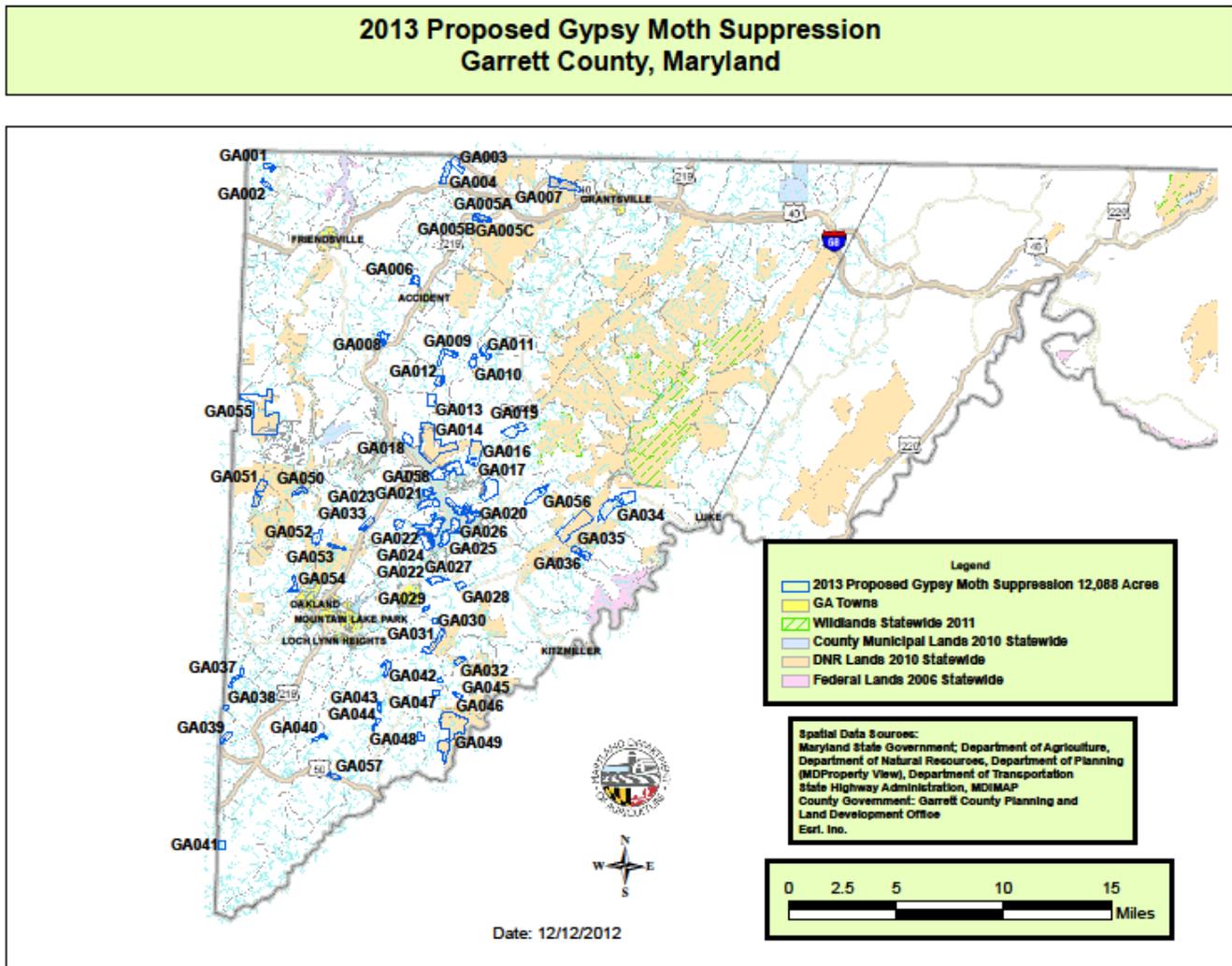
**Please submit form to:** EFT Registration, General Accounting Division  
 Room 205, P.O. Box 746  
 Annapolis, Maryland 21404-0746

(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](mailto:gad@comp.state.md.us). Or call 1-888-784-0144.  
 COT/GAD X-10

# ATTACHMENT J. MAP OF PROJECT AREA AND LIST OF SPRAY BLOCKS

## Map of Project Area and List of Spray Blocks



**2013 Garrett County Proposed Gypsy Moth Suppression**

**December 12, 2012**

<b>Sprayblock</b>	<b>Acres</b>	<b>DNR Acres</b>	<b>Private Acres</b>
GA001	66	0	66
GA002	58	0	58
GA003	124	0	124
GA004	165	0	165
GA005A	89	0	89
GA005B	36	0	36
GA005C	22	1	21
GA006	92	0	92
GA007	348	292	56
GA008	96	0	96
GA009	160	0	160
GA010	105	0	105
GA011	112	0	112
GA012	104	0	104
GA013	143	0	143
GA014	1064	894	170
GA016	394	231	163
GA017	472	14	458
GA018	124	7	117
GA019	271	0	271
GA020	378	0	378
GA021	204	19	185
GA022	370	59	311
GA023	97	0	97
GA024	241	32	209
GA025	334	44	290
GA026	380	55	325
GA027	132	0	132
GA028	78	0	78
GA029	26	0	26
GA030	44	0	44
GA031	194	91	103
GA032	54	50	4
GA033	102	0	102
GA034	588	52	536
GA035	622	571	51
GA036	157	71	86
GA037	75	0	75
GA038	31	0	31

GA039	93	0	93
GA040	51	0	51
GA041	96	0	96
GA042	96	0	96
GA043	28	0	28
GA044	46	0	46
GA045	27	0	27
GA046	42	0	42
GA047	50	0	50
GA048	66	0	66
GA049	958	948	10
GA050	78	61	17
GA051	239	238	1
GA052	137	3	134
GA053	62	57	5
GA054	90	4	86
GA055	1399	1022	377
GA056	222	0	222
GA057	58	0	58
GA058	98	15	83
<b>Total</b>	<b>12088</b>	<b>4831</b>	<b>7257</b>