



**SET ASIDE FOR SMALL BUSINESSES**



**Commonwealth of Virginia**  
Department of Forestry

STATE-OWNED LAND AND STATE FOREST SITE PREPARATION  
2020-21 SEASON

**INVITATION FOR BIDS**

**Issue Date: June 22, 2020**

**IFB: # 411:A20000-10**

Commodity Code:

91021

Issuing Agency:

Commonwealth of Virginia  
Department of Forestry  
900 Natural Resources Drive, Suite 800  
Charlottesville, VA 22903

Using Agency and/or Location  
Where Work Will Be Performed:

Appomattox-Buckingham, Prince Edward-Gallion, Cumberland, Big  
Woods and Lesesne State Forests  
Richard Bland College and Patrick Henry Corrections (State-Owned  
Lands)

Period of Contract:

From: August 15, 2020 through September 30, 2020

All Bid Inquiries For Information Should Be Directed To: Amy Ricotta, Purchasing Officer (434) 220-9009. For technical questions about State-Owned Lands, contact Ed Stoots, State-Owned Lands Coordinator (540) 492-0152; and for State Forests, contact Tom Zaebst, Assistant State Forests Manager (804) 492-4121.

After completing Invitation for Bid Sheet (Page 1) and the Bid Form, this entire document should be enclosed in a separate envelope. Mark the outside as follows: "Sealed bid for the site preparation/release spray on commercial forestland in the Commonwealth of Virginia, State Forests and State-Owned Lands, IFB #411:A20000-10 to be opened only at the VA Department of Forestry, 900 Natural Resources Drive, Suite 800, Charlottesville, VA 22903 on **July 15, 2020 at 11:00 AM.**"

In Compliance With This Contract And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Goods/Services Described At The Price(s) Indicated in Section 5 Pricing Schedule.

Name and Address of Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

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

Signature in Ink

\_\_\_\_\_

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

FEI/FIN No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

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**I. PURPOSE:** The purpose of this contract is to establish contract prices and a state-owned lands/state forest site preparation contractor, herein called Contractors, for site preparation during the 2020 site preparation season on the various tracts of State Forests and State-Owned Lands projects

**II. SCOPE OF WORK**

**A. CONTRACTOR RESPONSIBILITIES AND RIGHTS**

1. **GENERAL:** Contractor agrees to furnish all labor, supervision, insurance, tools, and equipment in accordance with the terms and specifications of this agreement.
2. All equipment, supplies, and materials will be subject to inspection by the Department at any time during the contract.

The Contractor agrees to have personnel and full complement of delivery and support systems available and ready for work on or before **August 15, 2020**

3. **SUB-CONTRACT:** No portion of this work shall be sublet to subcontractors without first securing written consent of the Department.
4. **Chemical Purchases:** It shall be the responsibility of the Contractor to secure and/or purchase the appropriate chemical, supplies, additives, etc., to meet the requirements of this agreement.
5. Consent by the Department to any such subletting shall not relieve the Contractor of full responsibility and liability for the work to be performed by the subcontractor.
6. **DAMAGE CLAIMS:** Should the Contractor receive notice of any damage claim, he will in turn notify the Department in writing within 10 days, nature of damage, and name and address of the person making the claim. The Contractor will also contact the person making the claim within 10 days to begin the process for resolution of the claim.
7. All appropriate certification and licensing required by the Environmental Protection Agency and Virginia Department of Agriculture and Consumer Services will be the responsibility of the Contractor. These will be valid for the period of this contract, and available for inspection by federal, state, and local authorities having jurisdiction over this project. Copies of these certificates, licenses, and permits will be made available to the Department upon request.
8. **INDEPENDENT CONTRACTORS:** The Contractor, his employees and agents are not to be, at any time, considered servants, agents, or employees of the Commonwealth of Virginia, nor any department or division thereof, but instead are considered to be independent contractors.
9. The Contractor agrees to comply with all laws, rules, and/or regulations applicable to the safe performance of such work, including the generality of the foregoing, Public Law 91-596, Title "Occupational Safety and Health Act of 1970."
10. **CONTRACTOR RIGHTS:** The Contractor reserves the right to halt site preparation operations when the Department or one of its representatives fails to meet their responsibilities as outlined in this agreement.

**B. DEPARTMENT RESPONSIBILITIES AND RIGHTS**

1. **INGRESS AND EGRESS:** The Department will allow right of ingress and egress for all employees, materials and equipment of the Contractor necessary to each project.
2. **TRACT DESIGNATION:** The Department will show the Contractor the tract to be site prepared and the boundaries where site preparation will stop. Tracts will be delineated by fire lines, flagging, boundary markers, or other satisfactory means.

3. The Department's Integrated Forest Resource Information System (IFRIS) maps that are attached to this Invitation for Bid will be used as the project's spray map.
4. DEPARTMENT RIGHTS: The Department reserves the right to halt the site preparation operations at any time when, in the opinion of the Department, the Contractor violates the contract or the Contractor's performance is unsafe or otherwise unsatisfactory.
5. The Department reserves the right to reject any and all bids.
6. The Department reserves the right to inspect any and all contractors and subcontractors operations at any time.

C. DATES OF SITE PREPARATION

1. Site Preparation will commence on **August 15, 2020**, and end no later than **September 30, 2020**.

**III. GENERAL TERMS AND CONDITIONS**

- A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at **www.eva.virginia.gov** under "Vendors Manual" on the vendors tab.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. And 2. Below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The requirements of these provisions 1. And 2. Are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000:  
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- F. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

G. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:

1. (For Invitation for Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

H. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
      - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
    3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
    4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
  - J. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
  - K. QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
  - L. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
  - M. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
  - N. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
    1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
    2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not

limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- O. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- P. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- Q. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive

sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- R. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- S. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

T. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) SBSB-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not SBSB-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY: This solicitation is set-aside for award priority to SBSB-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. SBSB-certified micro businesses or small businesses also includes SBSB-certified women-owned and minority-owned businesses when they have received the SBSB small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by SBSB on the due date for receipt of bids/proposals.
- AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

#### IV. SPECIAL TERMS AND CONDITIONS

##### A. DELIVERY SYSTEM AERIAL APPLICATION

1. The delivery system shall be restricted to the Chemical Label specifications and/or Label volume mean diameter (VMD) recommendation guides for the selection and setup of the spray system. But in no case should an aerial forestry herbicide application deliver a droplet size distribution smaller than the ASAE coarse to very coarse category, 430-655 microns, for spray heights above 10 feet, and the percentage of very fine droplets must be less than one percent. The Department may request verification that boom and delivery system meet above requirements.  

The nozzles shall be kept clean and free of blockage at all times. At least 12 extra sets of usable and ready nozzles shall be on hand at all times while applications are being made. Cut-off valves shall be of a design to assure positive cut-off at all times when not spraying. Dripping nozzles shall be cause for stopping spray operations.
2. The boom must be mounted in the front of the aircraft and be located in static air outside of aircraft displacement.
3. All nozzles and connections of the delivery system shall be free of leaks and spills. Failure to secure a completely closed system shall constitute reason for stopping spray operation.
4. The spray delivery system must be capable of applying chemical spray having a minimum swath width of 45 feet from the helicopter flying at least 100 feet above the ground, and permitting a uniform distribution of the chemical mixture at the rate of 10 gallons per acre in a single pass for release spraying.

B. SUPPORT SYSTEM AERIAL APPLICATION

1. The Contractor will provide qualified personnel with at least one year aerial spray experience and a current Virginia Commercial Pesticide Applicators Certificate in Forest Pest (category 2) to be on site for all aerial application operations. The Contractor will also provide equipment to adequately facilitate herbicide mixing, hauling, personnel movement, loading and fueling during the application. This support group will be responsible to the Contractor and will do those things necessary to provide efficient application at each site. This group and equipment will be expected to move from heliport to heliport as the application service moves from area to area. The Department will not provide transportation for Contractor's personnel.
2. The Contractor should have adequate support forces, aircraft and personnel to effectively carry out a day of spraying within a given area if and when weather and other factor's permit continuous operations.
3. The Contractor will have approved metering/measuring devices which will accurately measure the volume of herbicide, water and other required additives into the mixing tank. There will also be an approved metering/measuring device which accurately measures the volume of herbicide mix as it is loaded onto the aircraft.
4. The Contractor will provide the Department evidence that all metering devices employed have been inspected and calibrated by a licensed inspector within four months of the beginning of the contract.
5. The Contractor will ensure a minimum of 30 minutes agitation when mixing a full multi-compartment tank of herbicide, surfactant and water. Single tank mixes of 1,000 gallons or less will be agitated for a minimum of 15 minutes. Mixes that have sat for six (6) or more hours after mixing will be agitated for at least 15 minutes before applying.
6. The Contractor will maintain a completely closed ground support system with all nozzles having quick shutoff valves, all connections leak free and all valves able to completely stop the flow of herbicide and/or mix. Failure to maintain a completely closed system shall constitute reason for stopping spray operations.
7. The contractor shall have installed and working in the aircraft a geographic positioning system (GPS) capable of defining, recording and displaying flight line information comparable to and compatible with the following systems: Satloc®, Trimble®, AG-NAV®. The system shall be used on each tract treated by aerial methods in the contract to achieve precise, accurate spray swathing on each acre to be sprayed. The pilot will keep tract specific information for each tract treated. Failure to maintain an operable GPS shall constitute reason for stopping spray operations
8. The contractor shall electronically store the "tract specific" GPS flight line information so generated until October 1, of the year following the program year; and provide this data to the State Forest to show proof of application to parcel(s) sprayed under the contract. The information will be sent to the Department in an electronic format that is usable in ARCGIS software in "Shapefile" format.
9. Woody vegetation will be treated in such a manner to achieve 90% coverage of the treatable area as determined by the Department in the growing season following the program year.
10. The Department's tract map represents the area and acreage to be sprayed. All tracts have been measured by GPS.

C. SITE PREPARATION CREW

1. Crew will pick up all trash associated with the site preparation project and dispose of properly in an approved manner.

#### D. SITE PREPARATION SPECIFICATIONS

##### 1. Delivery System Ground Application

- a) The delivery system shall be restricted to a hand directed foliar spray or broadcast skidder/tractor application. No component of the delivery system shall leak. Leaking will be cause for stopping treatment operations.

#### E. SITE PREPARATION REQUIREMENTS

##### 1. Satisfactory coverage of herbicides

##### 2. Hand Directed Foliar Spray Application

- a) Woody vegetation will be treated in such a manner that **90%** of the pines on the tract will be free-to-grow as determined by the Department in the growing season following the program year.
- b) Stems in excess of 9 (nine) feet at the time of application shall be treated in a manner agreed upon by the contractor and the Department.
- c) Treatment will be concentrated on woody and herbaceous vegetation.

##### 3. Broadcast Skidder Application

- a) Woody vegetation will be treated in such a manner to achieve **90%** coverage of the treatable area as determined by the Department in the growing season following the program year.
- b) Stems in excess of 9 (nine) feet at the time of application shall be treated in a manner agreed upon by the contractor and the Department.

##### 4. Support Systems Ground Application:

- a) The Contractor will provide qualified personnel and equipment to adequately facilitate mixing, herbicide hauling, personnel movement, loading and fueling during the application. This support group will be responsible to the Contractor and will do those things necessary to provide efficient application at each site. This group and equipment will be expected to move from tract to tract as the application service moves from area to area. The Department will not provide transportation for Contractor's personnel.
- b) The Contractor will have approved metering/measuring devices which will accurately measure the volume of herbicide, water and other required additives into the mixing tank. There will also be an approved metering/measuring device which accurately measures the volume of herbicide mix as it is loaded onto the application equipment.
- c) The Contractor will provide the Department evidence that all metering devices employed have been inspected and calibrated by a licensed inspector within two months prior to the beginning of the contract.
- d) The Contractor will ensure a minimum of 30 minutes agitation when mixing a full multi-compartment tank of herbicide, surfactant and water. Single tank mixes of 1,000 gallons or less will be agitated for a minimum of 15 minutes. Mixes that have sat for six (6) or more hours after mixing will be agitated for at least 15 minutes before applying.
- e) The Contractor will maintain a completely closed ground support system with all nozzles having quick shutoff valves, all connections leak free and all valves able to completely stop the flow of herbicide and/or mix. Failure to maintain a completely closed system shall constitute reason for stopping spray operations.
- f) The Department's tract maps represents the area and acreage to be sprayed. If there are acreage differences, the Department Forester will allow up to **2 acre** difference in Department spray acreage to the Contractor's spray acreage and will adjust the application acres accordingly upon receiving GPS documentation from the contractor. Any differences higher than **2 acres** may be re-measured by the contractor and/or DOF and both entities must come to an agreement on final acres.

5. Herbicide Label: The Contractor shall carefully follow all instructions, minimum rates and guidelines on the herbicide label. This includes the mixing of various types of herbicides only

in accordance with label instructions and EPA regulations. The Contractor shall have a copy of the Chemical Label(s) available on site at all times during the spray operations for each chemical being applied, including surfactants.

6. Storage & Disposal: Contractor shall store and dispose of all herbicides, fuel oil and other chemicals and empty containers in a manner consistent with federal, state, and local laws and/or regulations. Service containers used for temporary storage of herbicide concentrates or end-use dilutions shall be labeled in a manner consistent with the Virginia Pesticide Control Act regulations
  7. State Requirements: Prior to the beginning of work under this contract, the successful bidder(s) must satisfy the requirements of various Departments of the Commonwealth including, but not limited to, the following: Virginia Department of Agriculture and Consumer Services:
    - a) Certificate of Insurance
    - b) Pesticide Business License
    - c) Proper Certification for ground crew (Technician Certification or in-training to become a certified technician)
    - d) Virginia Commercial Pesticide Application license - supervising forester
  8. Labeling of Hazardous Substances: If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 3.1-250 of the Code of Virginia (1950), as amended, or section 1261 of Title 15 of the United States Code, then the Bidder, by submitting this bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of §3.1-252 of the *Code of Virginia* or Title 15 U.S.C. Section 1263.
- F. AWARD: The Department will make the award for each area to the lowest responsive and responsible bidder based on cost per acre. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- G. MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT:
1. In 1987 a federal Circuit Court of Appeals issued a national injunction making site preparation contractors subject to the Migrant and Seasonal Agricultural Worker Protection Act. This ruling went into effect nationwide on January 7, 1988. The U.S. Department of Labor (DOL) is empowered to enforce the act. The act provides protection for migrant and seasonal workers in terms of their pay and the transportation and housing which the Contractor may provide.

Under this act, any person performing the duties of a tree planting contractor is required to obtain a Certificate of Registration from the DOL. Also, any employee of a registered site preparation contractor who is engaged in transporting labor on behalf of such contractor must obtain a Farm Labor Contractor Employee Certificate of Registration authorizing such activity. The employee's certificate must show the name of the contractor for whom this activity is to be performed, the type of vehicle to be used for transport, and the inclusive dates for which the employee will perform this activity. Finally, if the Contractor agrees to house crew members, the housing must be inspected and approved by the county health department prior to occupancy.

Each registered contractor and contractor employee as described above must carry at all times while engaging in activities his/her Certificate of Registration or Farm Labor Contractor Employee Certificate as appropriate, and upon request shall exhibit that certificate to all persons with whom he/she intends to deal in an official capacity.

Application forms may be completed with the assistance of the Farm Placement Specialist at any Virginia Employment Commission Office. The U.S. Department of Labor will in turn issue a certificate to the applicant.

## 2. REQUIREMENT OF THE ACT EFFECTING THE LANDOWNER

The Act requires the site preparation contractor to make and keep the following records for each worker (regardless of the size of the crew) including name, permanent address, and social security number: (1) The basis on which wages are paid; (2) The number of piece work units earned if paid on piece work basis; (3) The number of hours worked; (4) The total pay period earnings; (5) The specific sums withheld and the purpose of each sum withheld; and (6) The net pay. Each worker must be paid at or above the federally established minimum wage. The Contractor must preserve all payroll records with respect to each worker for a period of three years. The Contractor must also provide the landowner with copies of all payroll records for that site preparation job which the Contractor is required to retain. The landowner is also required to keep these records for a period of three years.

The Act prohibits any person from utilizing the services of a site preparation contractor without first taking reasonable steps to determine that the Contractor possesses a valid Certificate of Registration. Since the Department of Forestry acts as intermediary for many landowners, the department should notify landowners for whom trees site preparation is planned of this requirement. Landowners employing contractors who do not possess a Certificate of Registration are in violation of the Act and could be faced with Department of Labor penalties.

### Exemptions: Persons Not Subject to the Act

- a. A landowner who performs the contracting activities on his/her own behalf, i.e., recruiting, hiring, transporting, and paying each subcontractor / employee directly.
- b. A person who engages in site preparation contracting activity solely within a 25-mile intrastate radius of his/her permanent place of residence and for not more than 13 weeks per year. However, if the Contractor solicits workers from a distance greater than this 25-mile limit, he/she is then subject to the Act.

## V. PRICING SCHEDULE

### A. INSTRUCTIONS FOR BIDDING:

1. For bids to be considered, the Contractor must have:
  - a. **Completed and signed the Invitation for Bid Sheet, Page 1**
  - b. **Completed the bid form (Section 5.2, Page 15) as per these Instructions for Bidding**
  - c. **Completed Attachment #1, (State Corporation Commission Form)**
  - d. **Completed Attachment #2 (USDA Certification Form)**
  - e. **Completed Attachment #3 (Small Business Subcontracting Plan)**

**Return this entire document in time to reach Charlottesville, VA before 11:00 AM, July 15, 2020. (Mail can be slow - - allow adequate time).**

Anyone wishing to attend the bid opening should be at the Department of Forestry's, Headquarters Office ***location to be announced*** by 11:00 AM. There will be no changes or alterations to the bids after 11:00 AM. Bids completed incorrectly will be disqualified.

2. Bids shall be made and the contract awarded on the basis of Contractor's per acre bid.

<b>SITE PREPARATION (Hardwood and Pine Control)</b>
24 fl.oz Imazapyr formulation (4lb ai/gal) + 1 oz. 50% metsulfuron + 144 oz. Accord XRT + 10 oz. L1700 surfactant applied at 15 gallons per acre.
<b>PINE RELEASE</b>
10 oz Lineage Clearstand® + Appropriate Non-Ionic Surfactant applied at 10 gallons per acre

3. After completing the Invitation for Bid Sheet (Page 1), the Bid Form (Section 5.2, Page 15), and Attachments 1, 2, and 3, this entire document should be enclosed in a separate envelope and submitted to the Department, to arrive by **11:00 AM, July 15, 2020**. Mark the outside as follows: **"Sealed bid for the Site Preparation Ground Treatment in the Commonwealth of Virginia to be opened only at the Department of Forestry's Headquarters Office on July 15, 2020 at 11:00 AM."**

**IF BIDS ARE HAND DELIVERED, DELIVER TO: Department of Forestry Headquarters Office. Enclose this sealed envelope in a second envelope addressed to the Department of Forestry, 900 Natural Resources Drive, Suite 800 Charlottesville, VA 22903**

4. After bids have been evaluated, the Department will indicate and post for 10 calendar days an "intent to award" the spray area contract. Upon request, persons bidding will receive a list of those who have bid and the prices offered. The contracts will be awarded and mailed to the successful bidder.
5. The contract is enclosed. The contract (Attachment 3) must be signed and returned with the bid packages to the Department of Forestry, 900 Natural Resources Drive, Suite 800 Charlottesville, VA 22903. Once an award has been made, the complete contract will then be mailed to Contractor.
6. Contractor will use the following form for submission of bids to the Department:

<b><i>Contract No. 411: A20000-10</i></b>	
<b>SITE PREPARATION (Hardwood and Pine Control)</b>	
<u>Aerial or Ground Site Preparation Application:</u> 24 fl.oz Imazapyr formulation (4lb ai/gal) + 1 oz. 50% metsulfuron + 144 oz. Accord XRT + 10 oz. L1700 surfactant applied at 15 gallons per acre.	Bid Per Acre  _____
Number of Acres:	X <b>587.4 ac.</b>
Price:	\$
<b>PINE RELEASE</b>	
<u>Aerial or Ground Release Application:</u> 10 oz Lineage Clearstand® + Appropriate Non-Ionic Surfactant applied at 10 gallons per acre.	Bid Per Acre  _____
Number of Acres:	X <b>172.5 ac.</b>
Price:	\$
<b>SITE PREPARATION + PINE RELEASE</b>	<b>Total Bid:</b>
	\$

\*Note-bids to include all chemicals and cover application operations.

## VI. PERFORMANCE

- A. Restitution: The Contractor agrees to provide restitution to the Department should ineffective results occur as a result of faulty application or improper mixture. The nature of the restitution shall rest solely with the Department. At the Department's discretion restitution shall be (1) refund of monies paid to the Contractor or (2) re-treatment of areas which are considered inadequate or incomplete. Re-treatment of areas under these circumstances will be at no cost to the Department.
- B. The Contractor shall be notified of unsatisfactory work within one year after completion of the contract, and the Department's decision as to the method of restitution.
- C. Re-treatment: When re-treatment is required, it shall be the responsibility of the Contractor. The Contractor may contract with another qualified Contractor to accomplish the re-treatment with the consent of the Department.
- D. When re-treatment is required for site preparation, re-treatment shall be with the herbicide or herbicide mix and at the rate specified in the initial application unless otherwise specified by the Department. Re-spray shall be accomplished within one or two years of the original spray as specified by the Department. All re-spray shall be in full compliance with all stipulations of the original contract unless otherwise specified by the Department. Re-treatment will be at the contractor's expense.
- E. Performance Bond: The contract is considered to be executed on the date of the Department's signature. The contractor will be required to submit to the Department a Performance Bond, or a check in the amount of \$5,000.00 (Five Thousand dollars and zero cents) made out to the "Treasurer of Virginia" at no cost to the Commonwealth, prior to the work being started. The Bond will cover the full contract and performance period and must be executed by a cooperate surety authorized to do business in the Commonwealth of Virginia. The Bond will name the Commonwealth, and the Department as the payee.
- F. For work in Contract IFB #411:A20000-10, a performance bond of \$ 5,000.00, will be required.
- G. The Performance Bond or Certified Check will be released by the Department of Forestry on or about June 1, 2021.
- H. Non-performance Provision: To cover general program delay, caused by the Contractor, liquidated damages in the amount of \$32.00 per hour per incident or \$256 per day shall be assessed. Weather conditions cannot be used as a reason to not fulfill this contract.

***The Contractor must communicate with the Department of Forestry, (Heather Dowling, 804-895-4759) and Richard Bland College's Director of Property Management, (Eric Kondzielawa 804-862-6186) prior to the herbicide application taking place on Richard Bland College to advise them of the date the work will be started and completed. Be advised of the location of a Pecan Orchard on part of the property West of Stand B3 and houses East of Stand B3.***

***The Contractor must communicate with Department of Forestry, (Kevin Keith, 276-634-8046) prior to the herbicide application taking place on Patrick Henry Corrections to advise him of the date the work will be started (5 days in advance) and completed, and to complete any required visitation forms. No visible tobacco use, no firearms allowed, no drugs, and no alcohol allowed. Houses located South and East of Stand A to be aware of plus vegetables in the DOC field to the West.***

## **VII. ATTACHMENTS**

- A. ATTACHMENT 1 – State Corporation Commission Form
- B. ATTACHMENT 2 – USDA Certification Form
- C. ATTACHMENT 3 – Small Business Subcontracting Plan
- D. ATTACHMENT 4 – Richard Bland College State-Owned Lands (Stands B1,B2, B3)
- E. ATTACHMENT 5 – Patrick Henry Corrections State-Owned Lands (Stand A)
- F. ATTACHMENT 6 – Appomattox-Buckingham State Forest (All Stands)
- G. ATTACHMENT 7 – Prince Edward-Gallion State Forest (All Stands)
- H. ATTACHMENT 8 – Cumberland State Forest (All Stands)
- I. ATTACHMENT 9 – Big Woods State Forest (All Stands)
- J. ATTACHMENT 10 – Lesesne State Forest
- K. ATTACHMENT 11 – 2020 Site Preparation Chart
- L. ATTACHMENT 12 – Standard Contract (to be completed after award is made)

ATTACHMENT 1

STATE CORPORATION COMMISSION FORM

**Virginia State Corporation Commission (SCC) registration information.**

**The bidder:**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

# U.S. DEPARTMENT OF AGRICULTURE

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

### BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization name IFB 411:A20000-10  
PR/Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature Date

## **ATTACHMENT 2 (Continued) - INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibly and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 3

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude SBSB certified women- and minority-owned businesses when they have received SBSB small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSB) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through SBSB online at www.sbsd.virginia.gov (Customer Service).

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Instructions

A. If you are certified by the Department of Small Business and Supplier Diversity (SBSB) as a small business, complete only Section A of this form. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB small business certification.

B. If you are not a SBSB-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to SBSB-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with SBSB certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (SBSB), are you certified as a (check only one below):

- \_\_\_\_\_ Small Business
\_\_\_\_\_ Small and Women-owned Business
\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_

Certification Date: \_\_\_\_\_

**ATTACHMENT 3 (Continued)**

**Section B**

Populate the table below to show your firm's plans for utilization of SBSB-certified small businesses in the performance of this contract. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received the SBSB small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of SBSB-Certified Small Businesses for this Procurement**

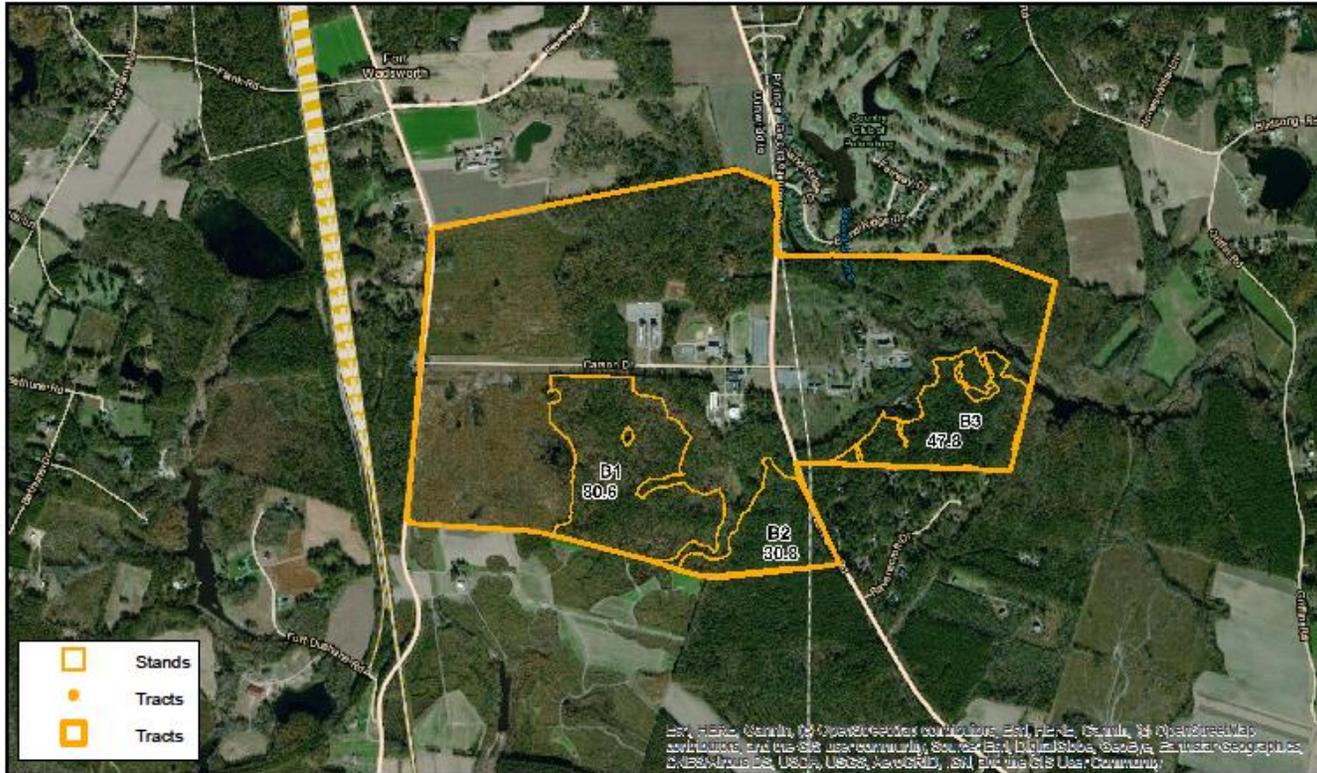
Small Business Name & Address  DSBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
<b>Totals \$</b>					

**ATTACHMENT 4 – RICHARD BLAND COLLEGE STATE-OWNED LANDS totaling 159 acres to Site Prepare**

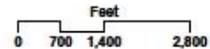


**DIN93087 Richard Bland College  
2020 Site Preparation  
Parcels B1, B2 & B3**

Heather Dowling  
(804)469-7343  
heather.dowling@dot.virginia.gov  
4/21/2020



While VDOF has attempted to ensure that the features shown on this map are accurate, VDOF did not perform survey work or otherwise verify information provided to it in preparing this map and all features and acreages shown are approximate. VDOF expressly disclaims all warranties of any type concerning this map, and any use of the map assumes you understand and agree with this disclaimer.

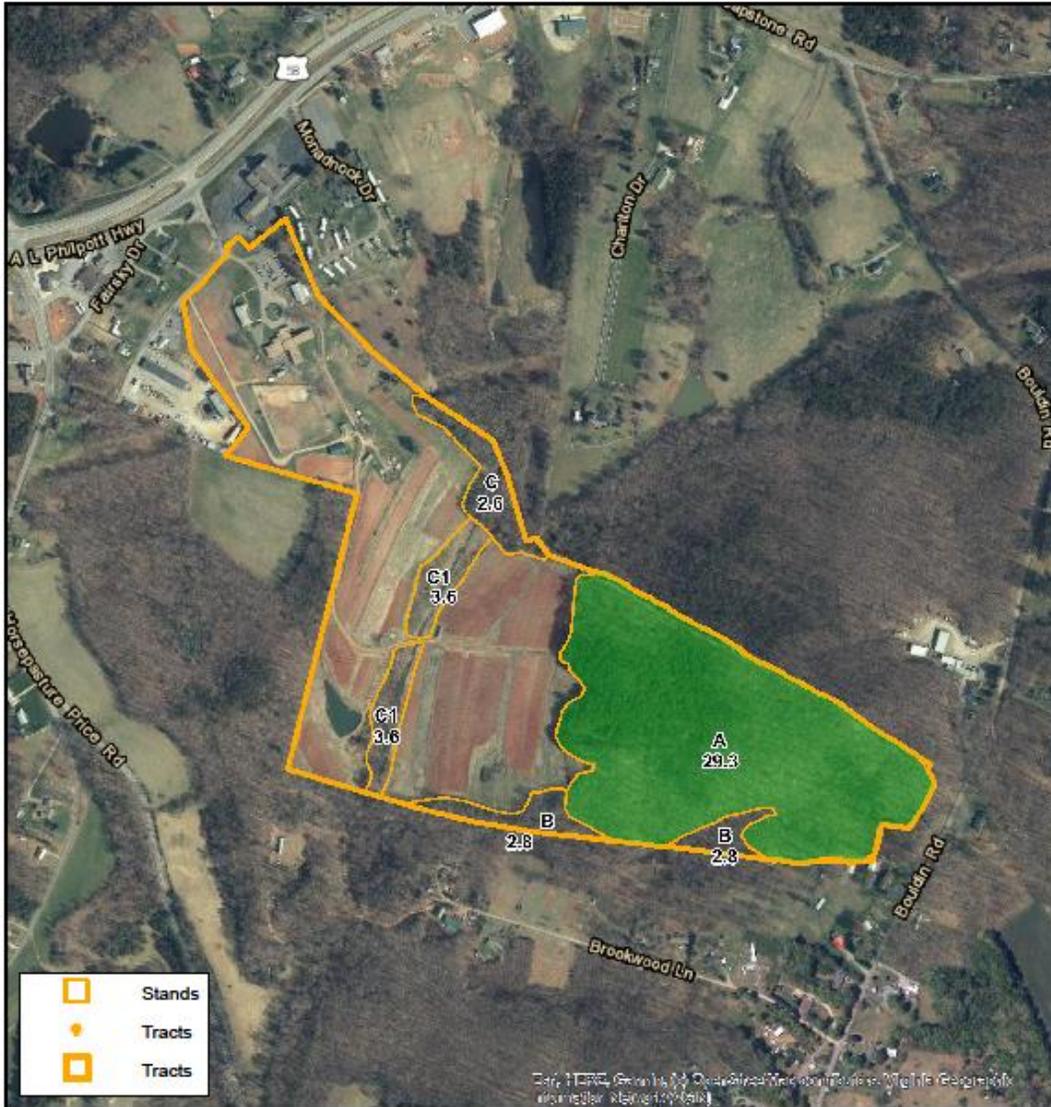


**ATTACHMENT 5 – PATRICK HENRY CORRECTIONS STATE-OWNED LAND Totaling 29 acres to Site Prepare**



**Patrick Henry Correctional Unit - HNY06111**  
**Stand A +/- 29 acres**  
**36 37' 6" -79 56' 54"**

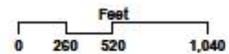
Kevin Keith  
 (276)957-1319  
 kevin.keith@dof.virginia.gov  
 5/22/2020



Backpack site prep spray during July-October 2020 and hand plant 450-500 CP or VB Loblolly Pine seedlings/acre in Feb/March 2021.

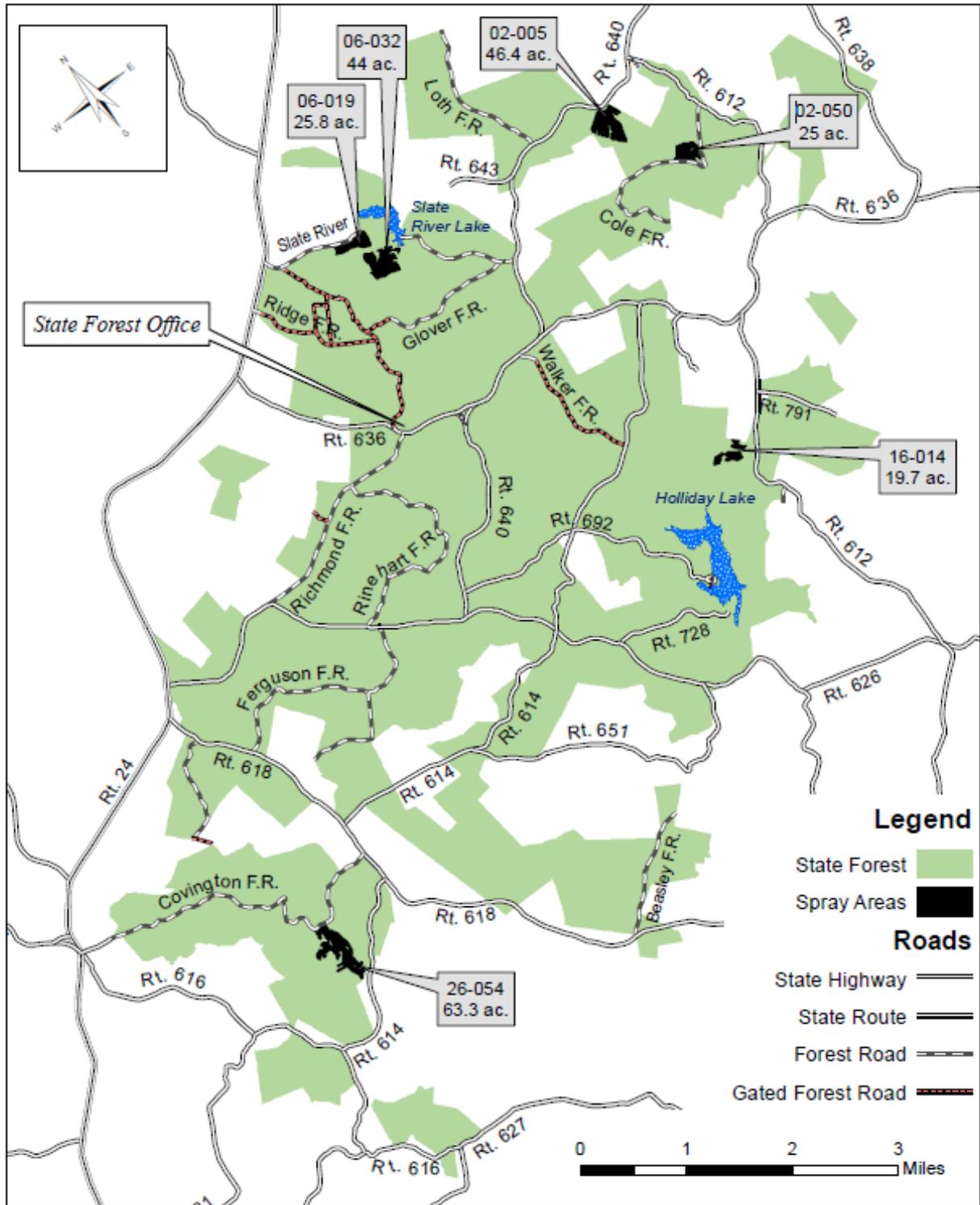


While VDOF has attempted to ensure that the features shown on this map are accurate, VDOF did not perform survey work or otherwise verify information provided to it in preparing this map and all features and acreages shown are approximate. VDOF expressly disclaims all warranties of any type concerning this map, and any use of the map assumes you understand and agree with this disclaimer.



### Appomattox - Buckingham State Forest

**2020 Site Preparation Spray Areas: Six stands totaling 224.2 acres.**



ATTACHMENT 6 (Continued)

**Appomattox-Buckingham  
State Forest**

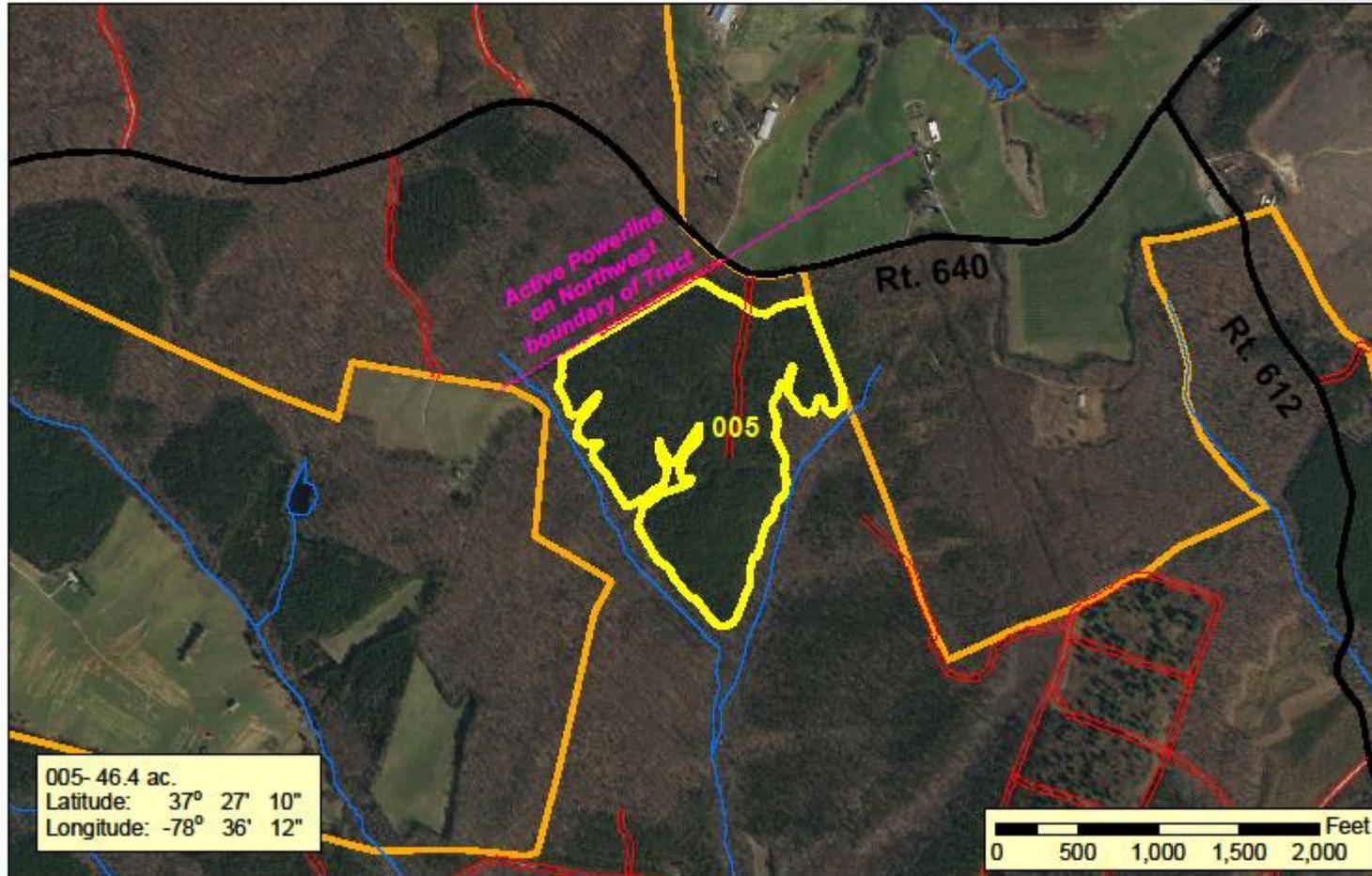
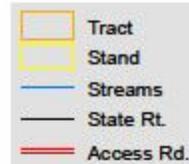
**ABSF 02-005**

**46.4 Acres**

**Site Preparation: Hardwood and Pine Control**

Local Contact: Mike Womack  
(434) 964-6898

Cutover area south of Rt. 640, west of the  
junction of Rt. 612 and Rt. 640. **POWERLINE ADJACENT**



ATTACHMENT 6 (Continued)

**Appomattox-Buckingham  
State Forest**

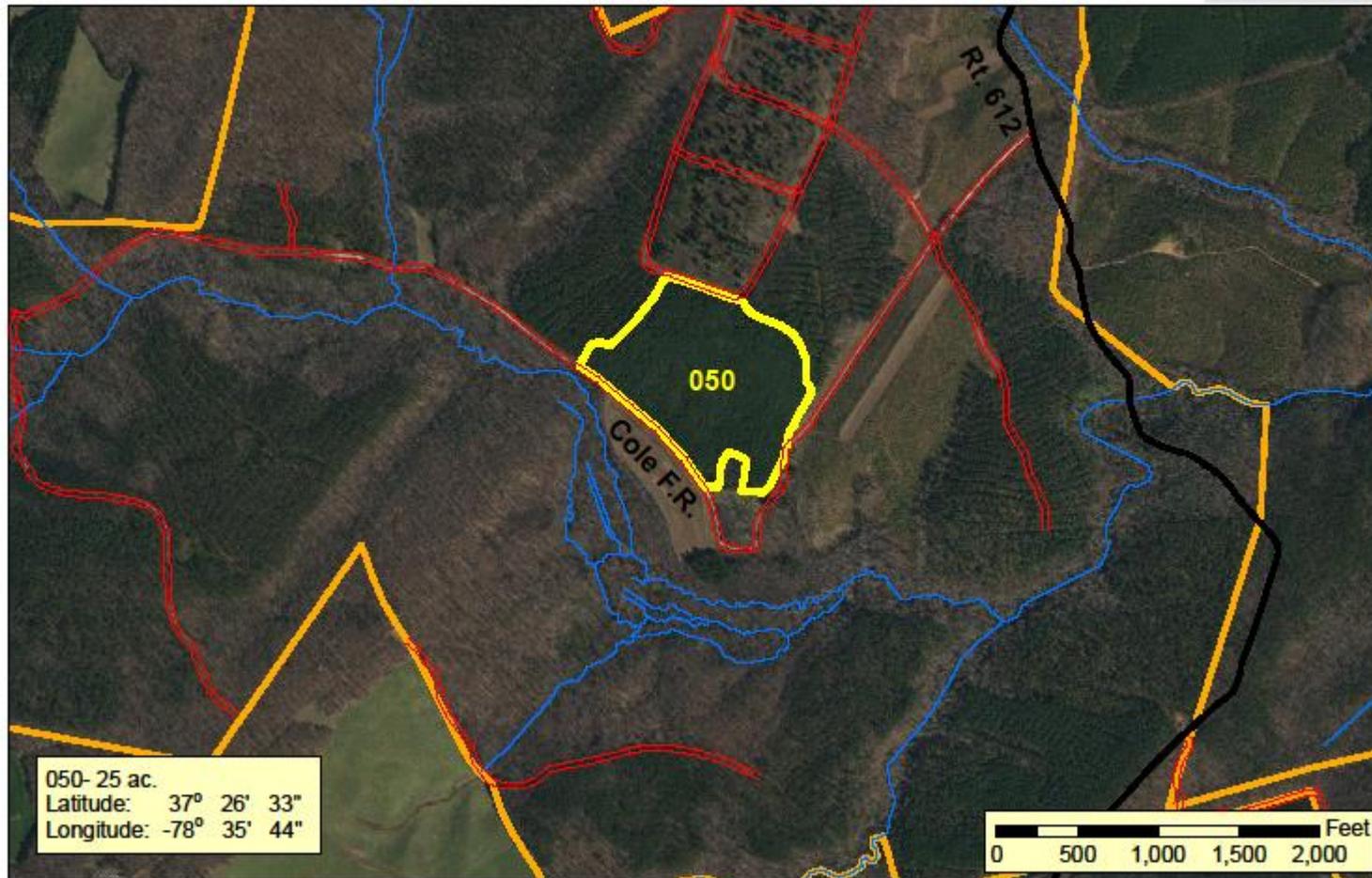
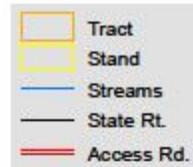
**ABSF 02-050**

**25 Acres**

**Site Preparation: Hardwood and Pine Control**

**Local Contact: Mike Womack  
(434) 964-6898**

**Cutover area adjacent to Cole  
Forest Road, west of Rt. 612.**



ATTACHMENT 6 (Continued)

**Appomattox-Buckingham  
State Forest**

**ABSF 16-014**

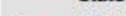
**19.7 Acres**

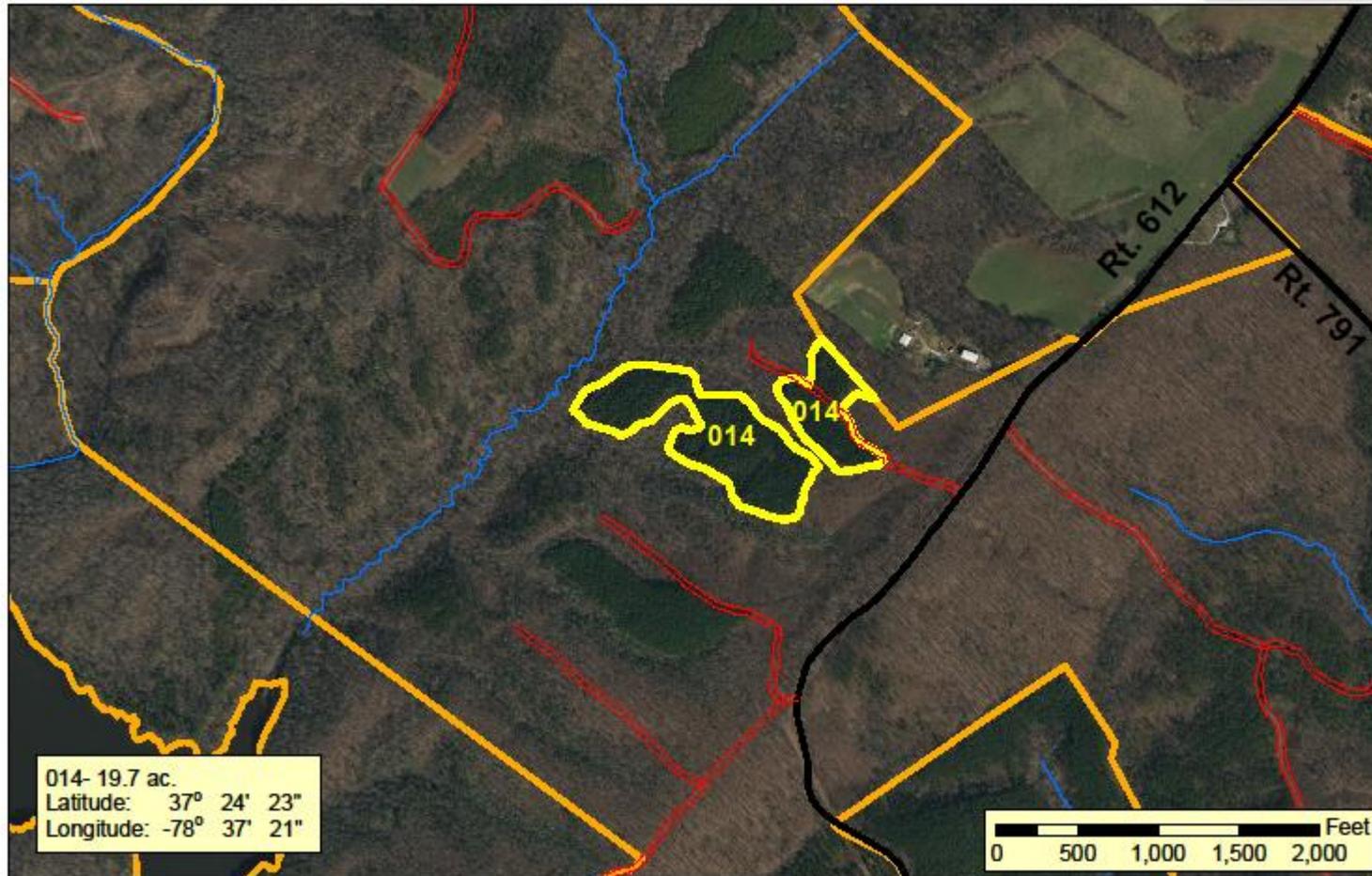
**Site Preparation: Hardwood and Pine Control**

Local Contact: Mike Womack  
(434) 964-6898

Cutover areas west of Rt. 612. Southwest  
of the junction of Rt. 791 and Rt. 612.



-  Tract
-  Stand
-  Streams
-  State Rt.
-  Access Rd.



ATTACHMENT 6 (Continued)

**Appomattox-Buckingham  
State Forest**

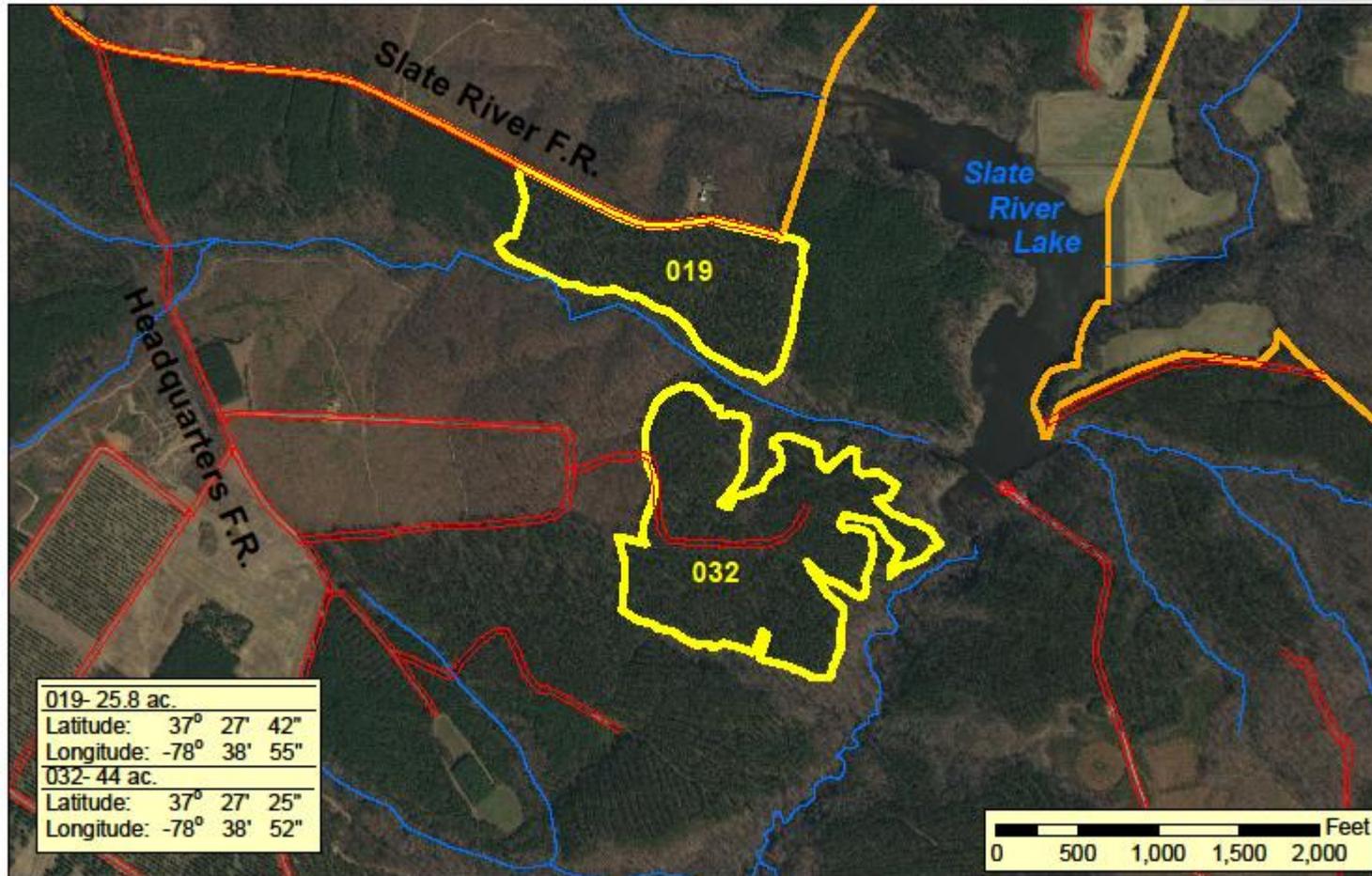
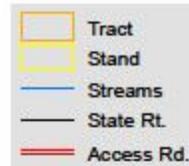
**ABSF 06-019 and 06-032**

**69.8 Acres**

**Site Preparation: Hardwood and Pine Control**

Local Contact: Mike Womack  
(434) 964-6898

**Cutover areas, one at the end of Slate River Forest Road  
and the other to the east of Headquarters Forest Road.**



ATTACHMENT 6 (Continued)

**Appomattox-Buckingham  
State Forest**

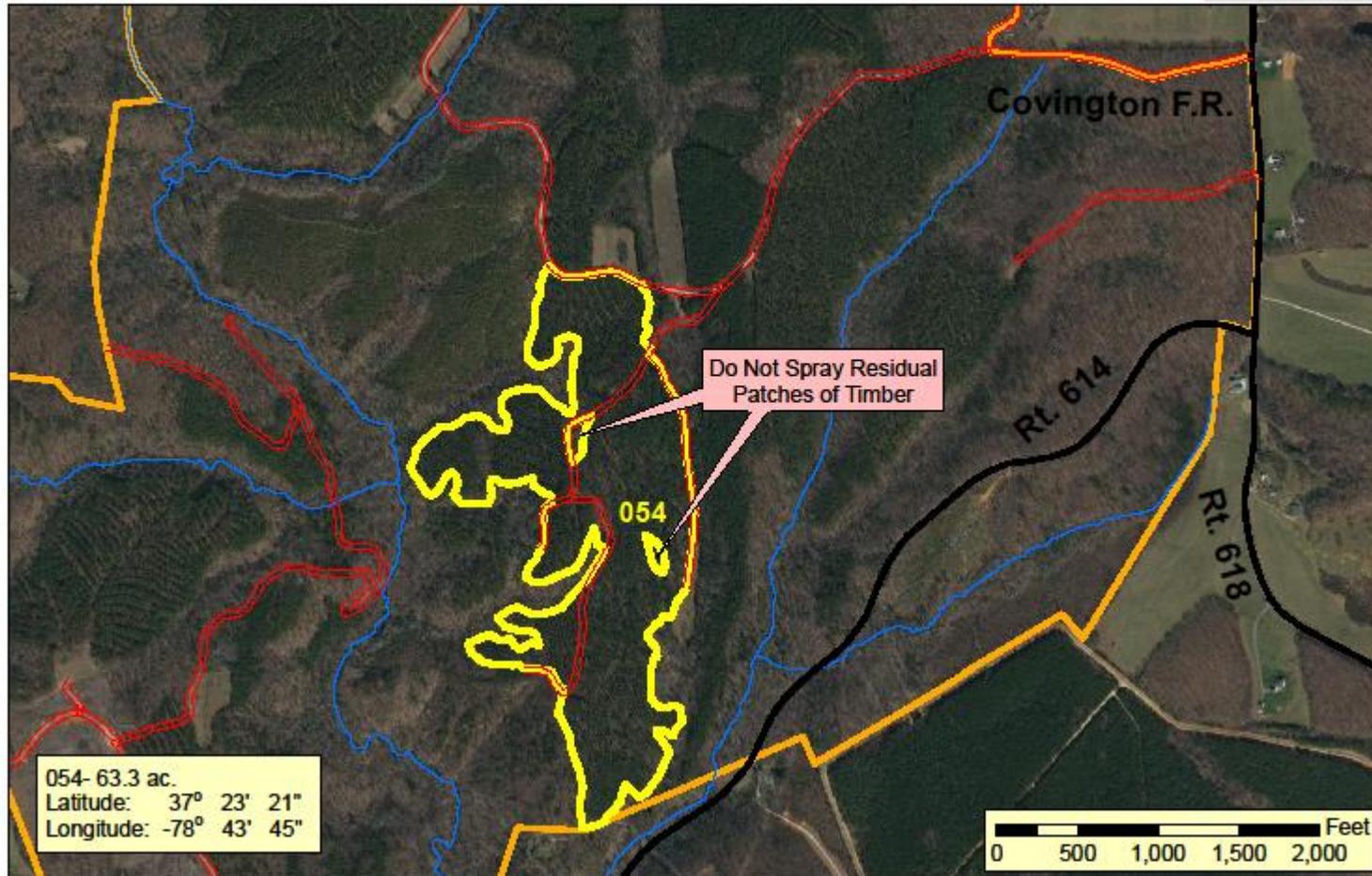
Local Contact: Mike Womack  
(434) 964-6898

**ABSF 26-054 63.3 Acres**  
Site Preparation: Hardwood and Pine Control

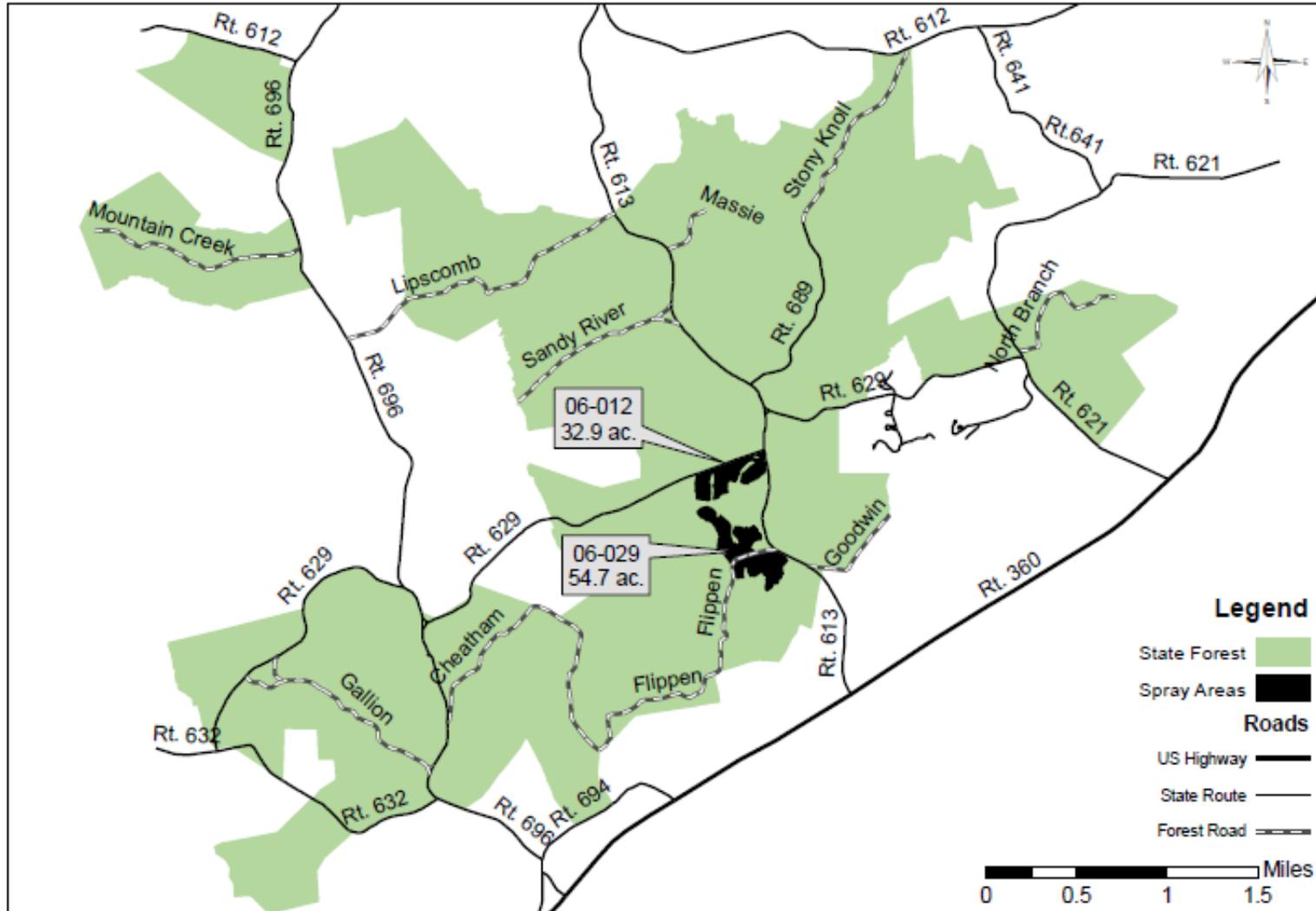
Cutover areas south of Covington Forest Road  
North of Rt. 614 and west of Rt. 618.



-  Tract
-  Stand
-  Streams
-  State Rt.
-  Access Rd.



**Prince Edward-Gallion State Forest**  
2020 Site Preparation Spray Areas: Two stands totaling 87.6 acres.



ATTACHMENT 7 (Continued)

Prince Edward-Gallion  
State Forest

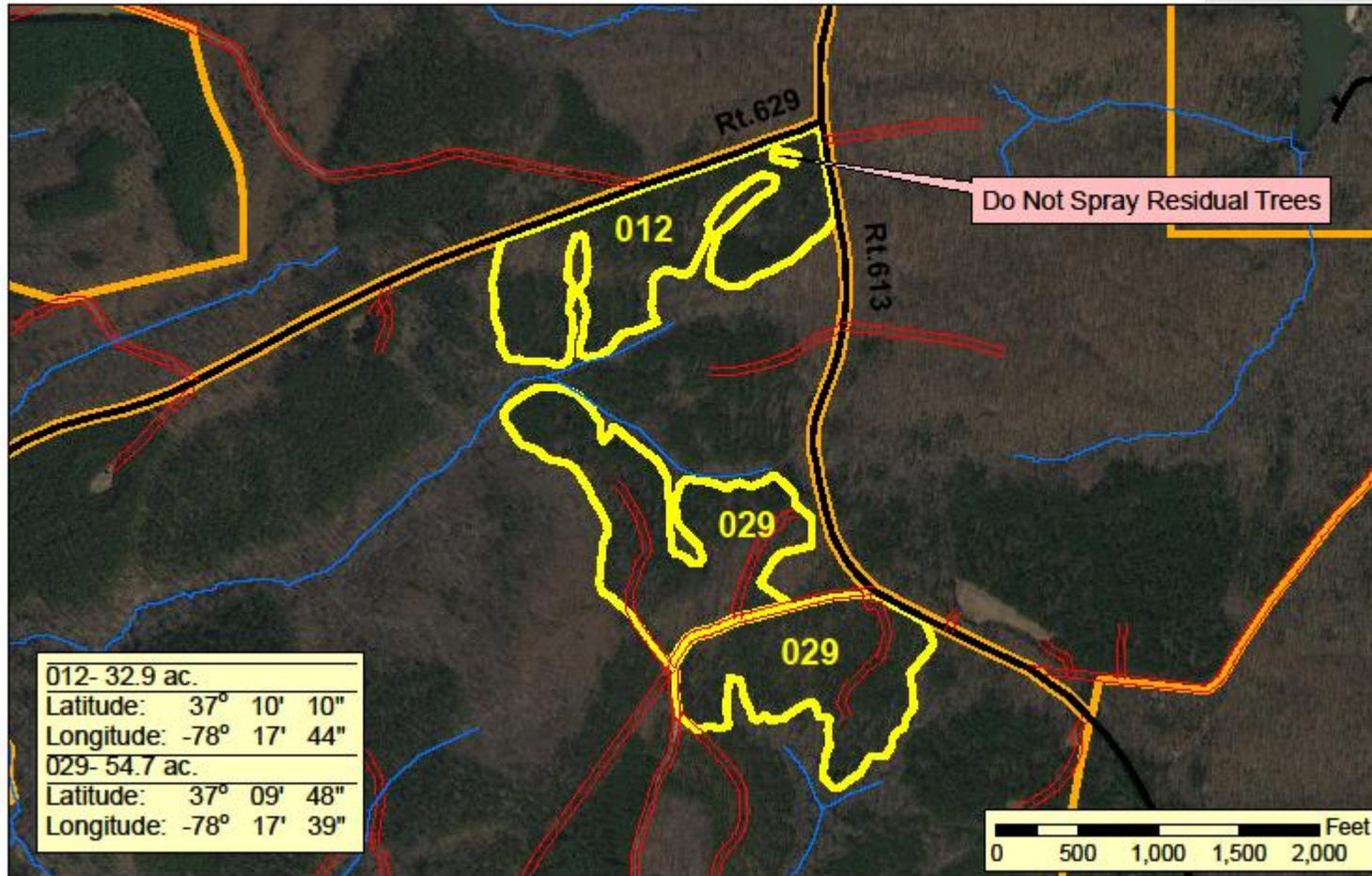
Local Contact: Mike Womack  
(434) 964-6898

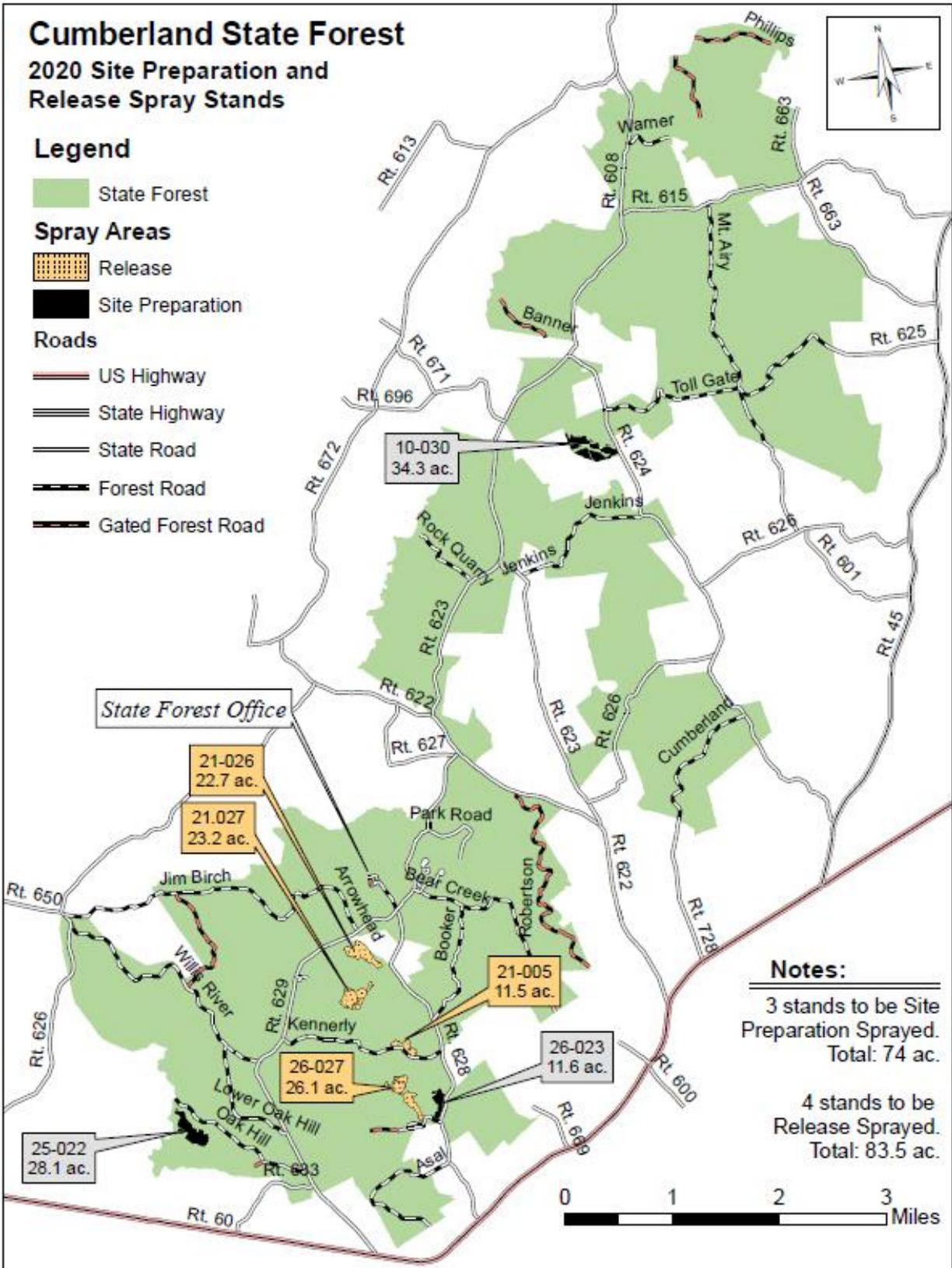
PESF 06-012 and 06-029      87.6 Acres  
Site Preparation: Hardwood and Pine Control

Two cutover areas, one adjacent to the junction of  
Rt. 629 and Rt. 613; the other adjacent to Rt. 613.



-  Tract
-  Stand
-  Streams
-  State Rt.
-  Access Rd.





ATTACHMENT 8 (Continued)

**Cumberland State Forest**

**CUSF 26-023**

**11.6 Acres**

**Site Preparation Spray: Hardwood and Pine Control**

Local Contact: Shannon Lewis  
(804) 492-4121

Planted area west of Rt. 628. North of the  
junction of Goff F. R. and Rt. 628.



-  Tract
-  Stand
-  Streams
-  State Rt.
-  Access Rd.



ATTACHMENT 8 (Continued)

**Cumberland State Forest**

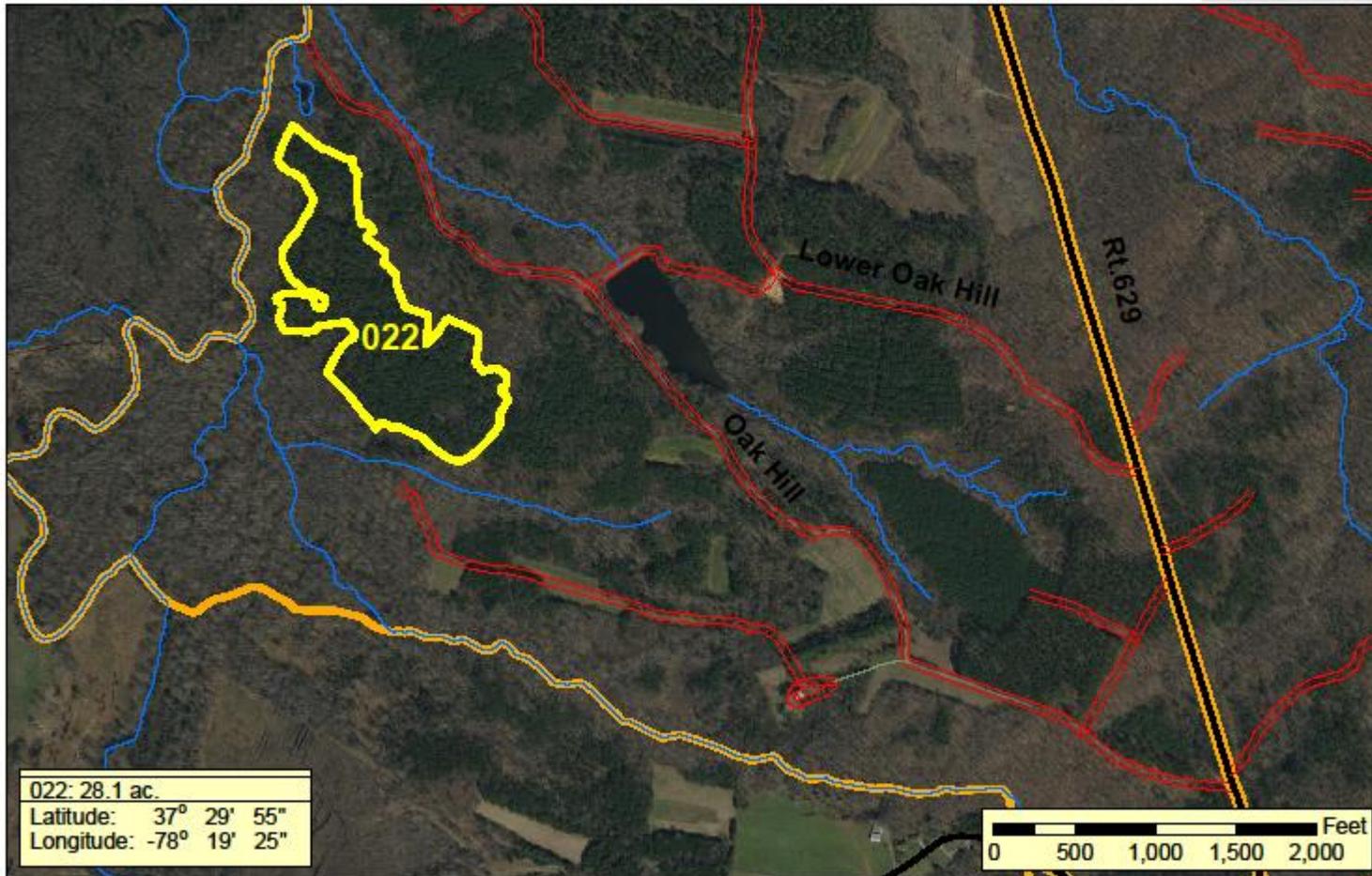
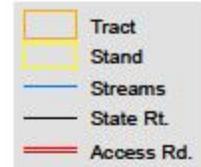
**CUSF 25-022**

**28.1 Acres**

**Site Preparation Spray: Hardwood and Pine Control**

Local Contact: Shannon Lewis  
(804) 492-4121

**Planted area west of Oak Hill Forest Rd. Northwest  
of the junction of Oak Hill F. R. and Rt. 629.**



ATTACHMENT 8 (Continued)

**Cumberland State Forest**

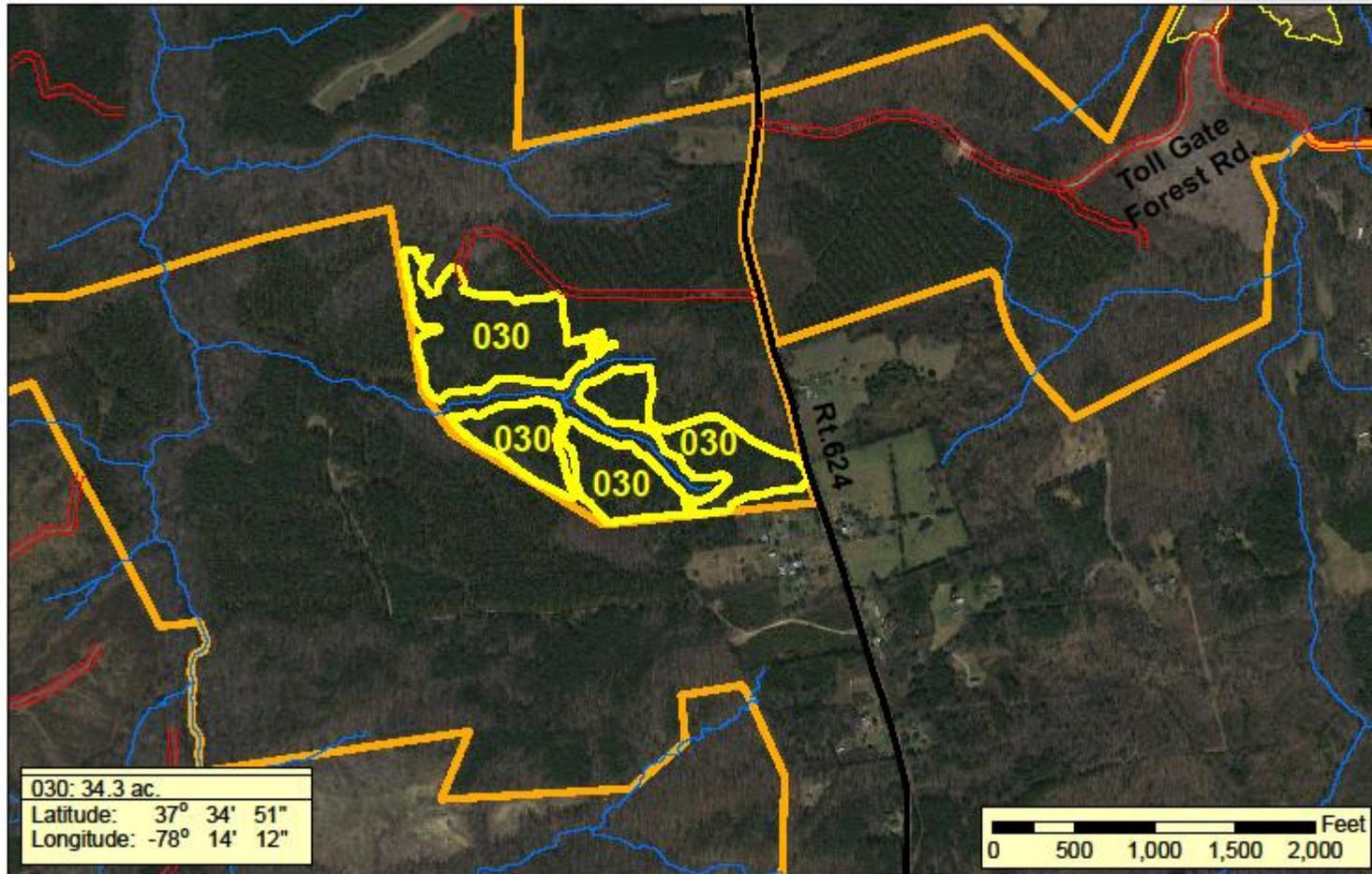
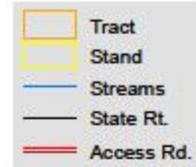
**CUSF 10-030**

**34.3 Acres**

**Site Preparation Spray: Hardwood and Pine Control**

Local Contact: Shannon Lewis  
(804) 492-4121

Planted areas west of Rt. 624. South of the  
junction of Toll Gate F. R. and Rt. 624.



ATTACHMENT 8 (Continued)

**Cumberland State Forest**

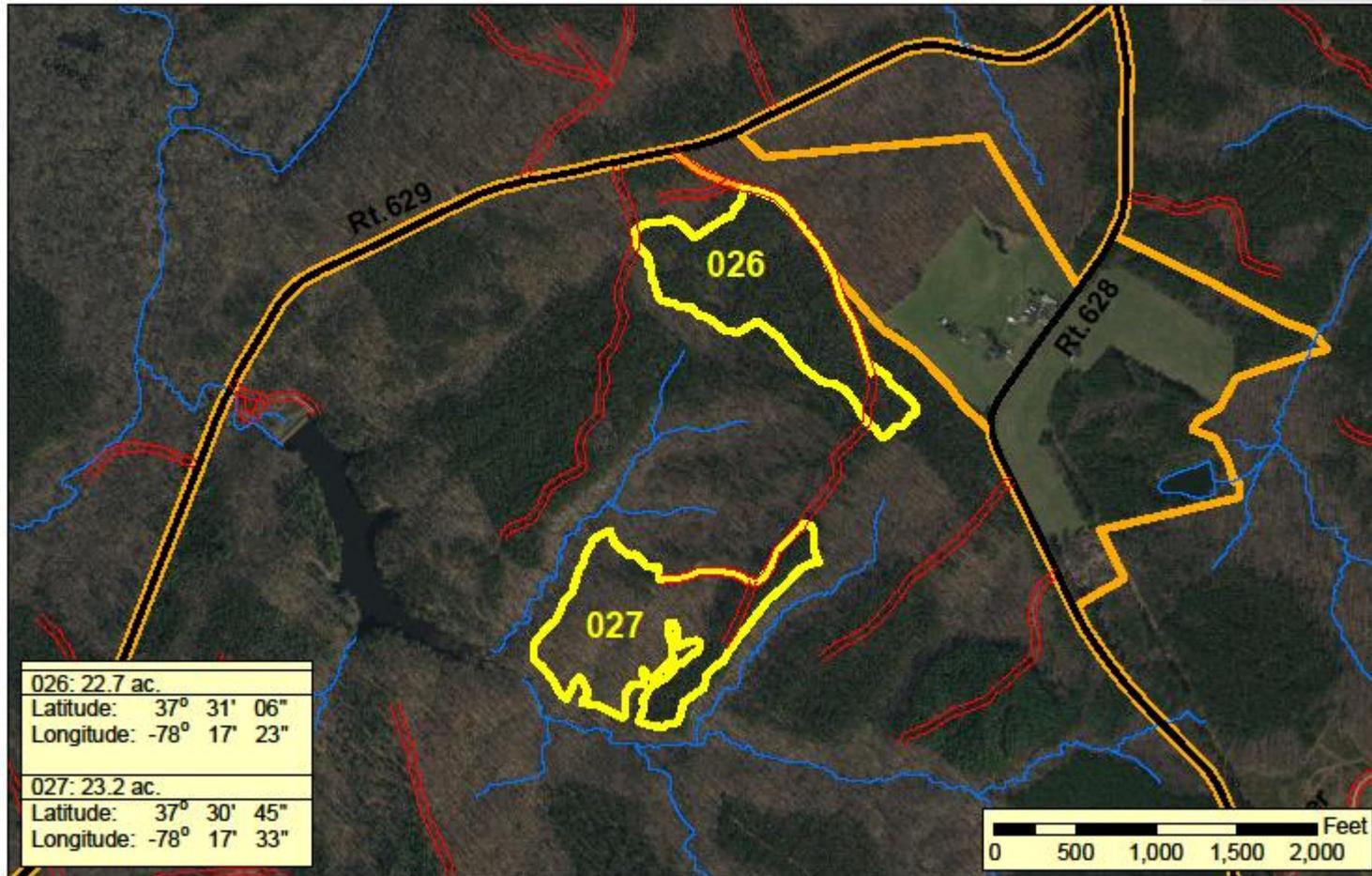
**CUSF 21-026 and 027      45.9 Acres**  
**Aerial Release Spray: Hardwood Control**

Local Contact: Shannon Lewis  
(804) 492-4121

Planted areas south of Rt. 629. Southwest of  
the junction of Rt. 629 and Rt. 628.



-  Tract
-  Stand
-  Streams
-  State Rt.
-  Access Rd.



ATTACHMENT 8 (Continued)

**Cumberland State Forest**

**CUSF 21-005 and 26-029 37.6 Acres**

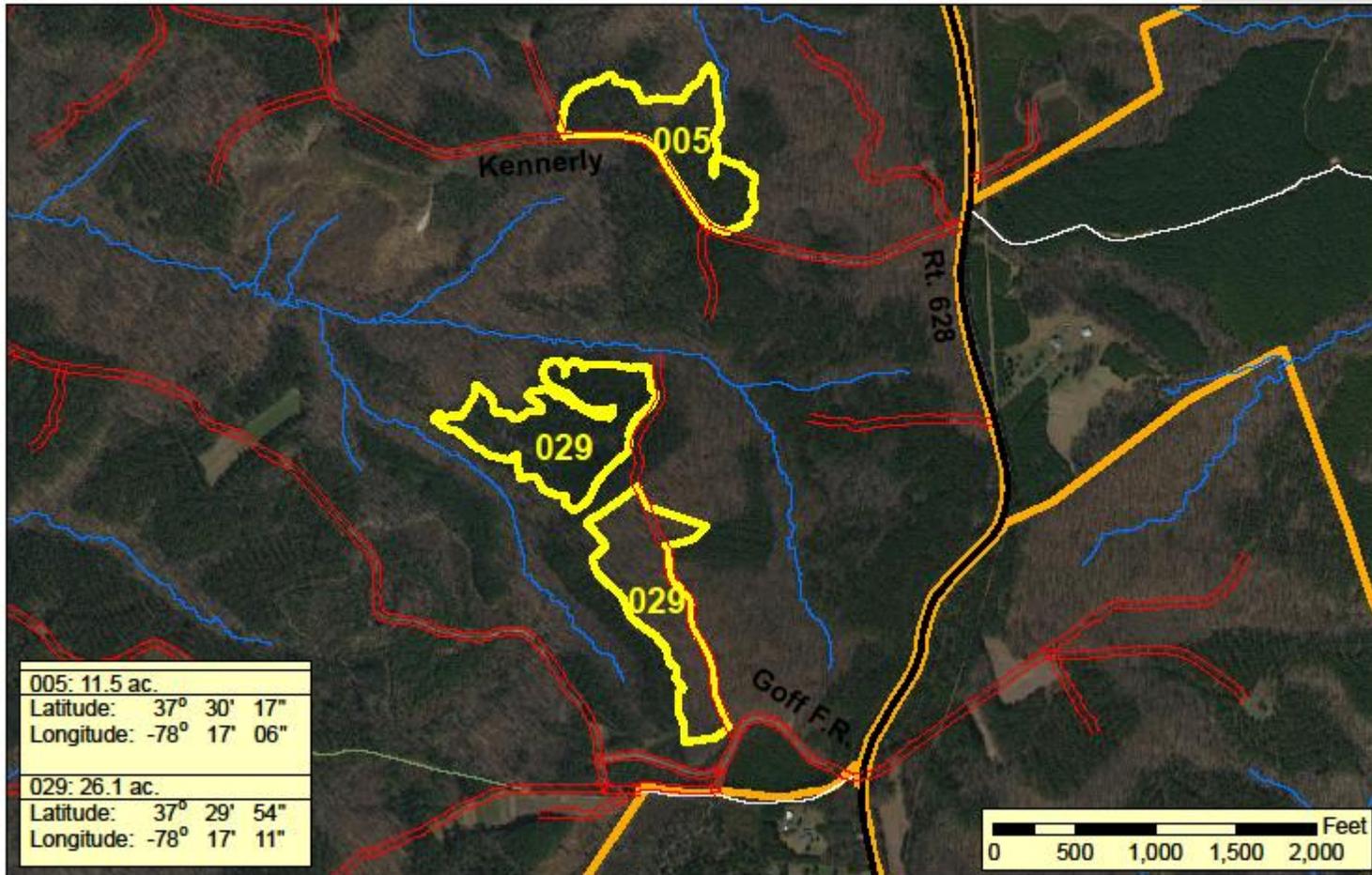
**Aerial Release Spray: Hardwood Control**

Local Contact: Shannon Lewis  
(804) 492-4121

Planted areas, one adjacent to Kennerly Forest Rd.,  
two areas north of Goff Forest Rd.

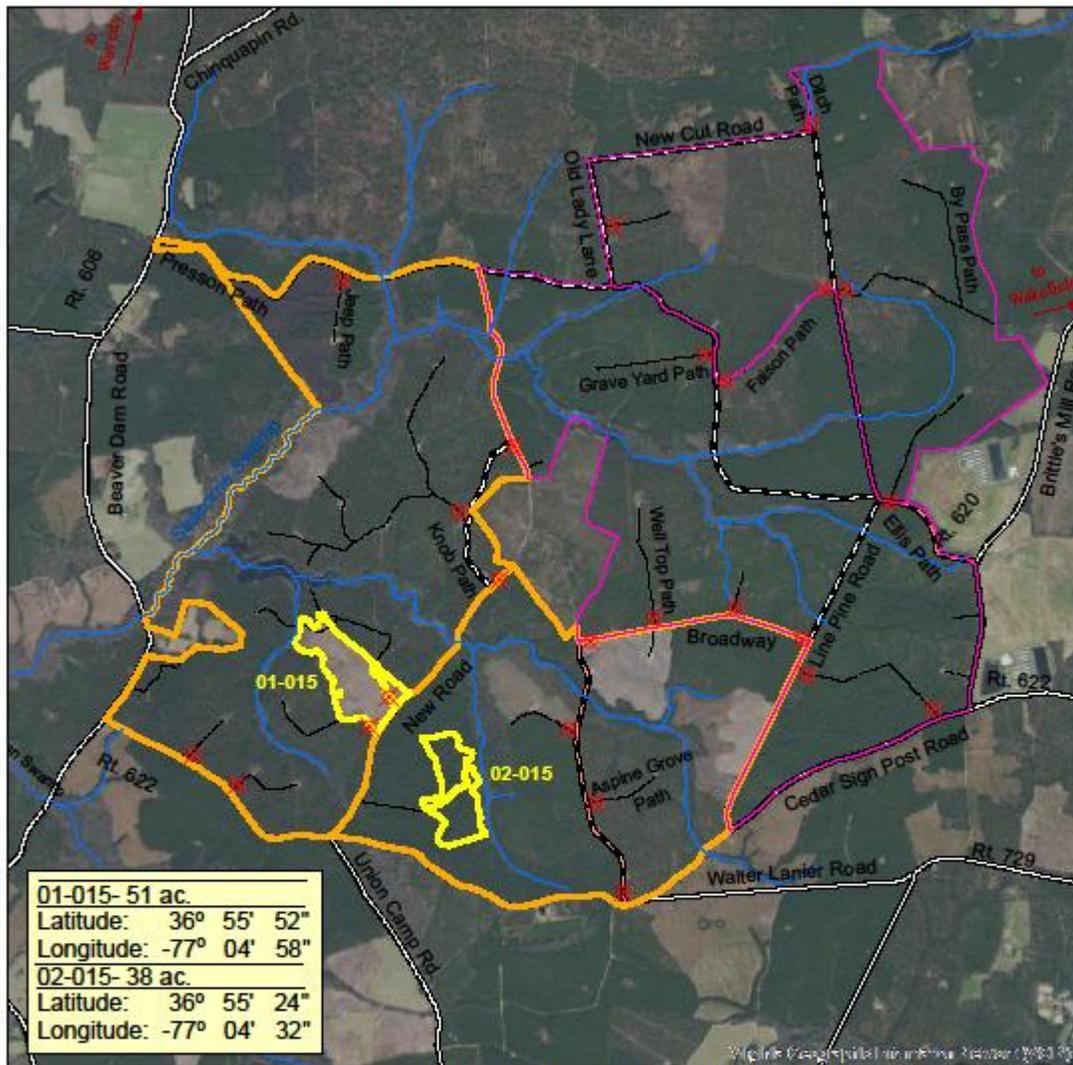


-  Tract
-  Stand
-  Streams
-  State Rt.
-  Access Rd.

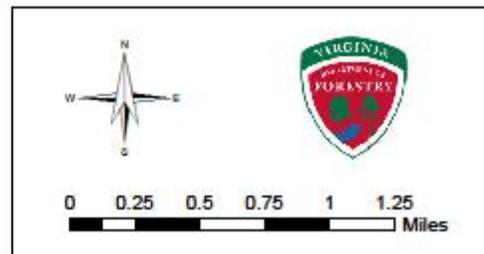
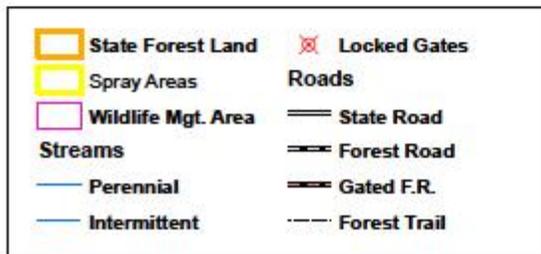


**Big Woods State Forest**

**2020 Release Spray**



Release Spray Area: Stands 01-001 and 02-003. Total Area = 89 acres,  
Local Contact: Dennis Gaston. Locked Gate combination- 2-1-8-8



ATTACHMENT 10

**Lesesne State Forest**

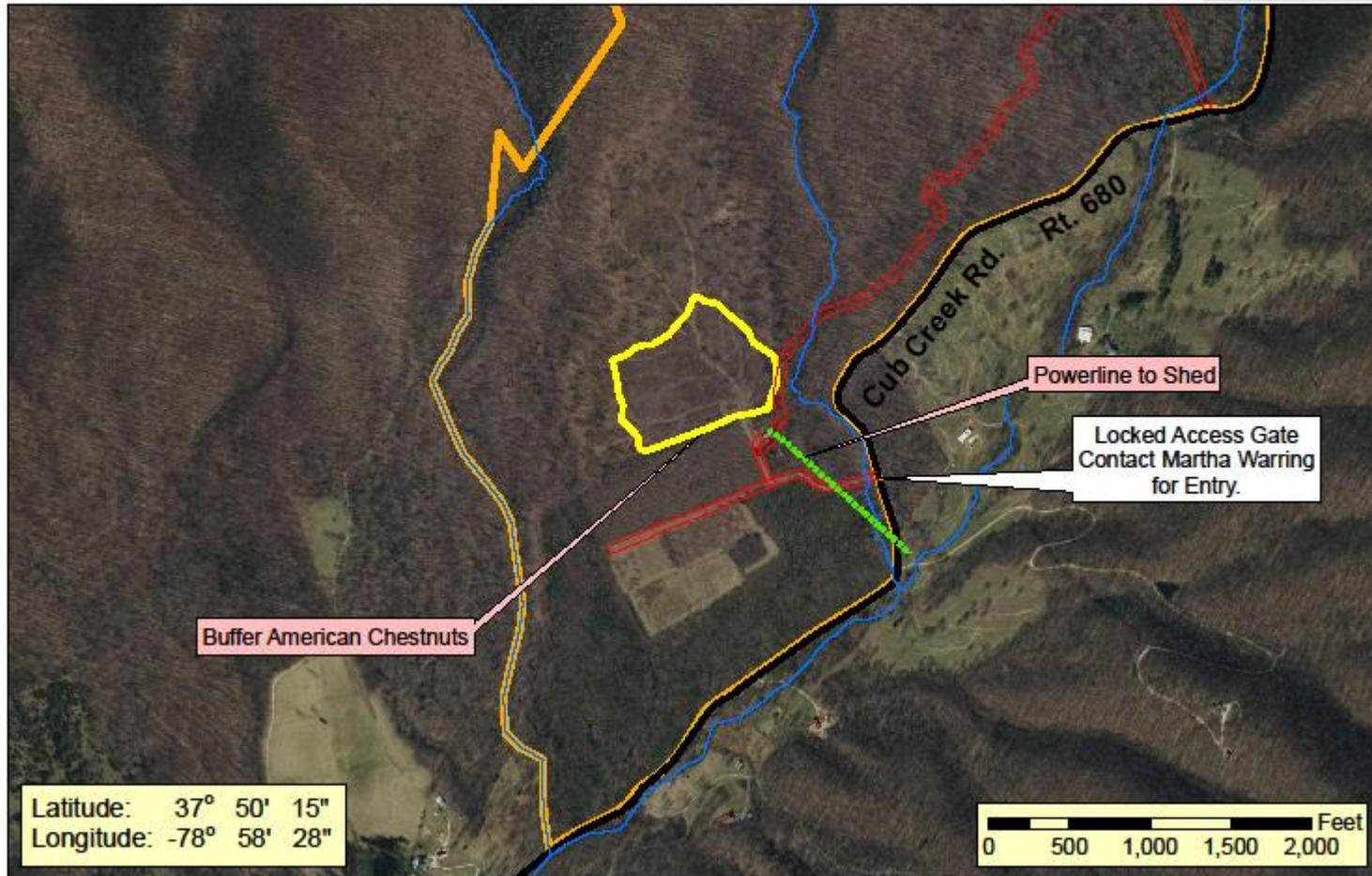
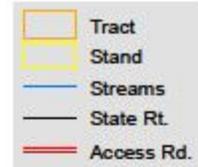
**LESF 01-002**

**13.6 Acres**

**Site Preparation: Hardwood Control Only**

Local Contact: Martha Warring  
(434) 981-4548

**Cutover area north of the American Chestnut  
Scion Orchard and equipment shed.**



ATTACHMENT 11

<b>2020 SITE PREPARATION</b>				
<b>FOREST/PROPERTY</b>	<b>TREATMENT STAND</b>	<b>SITE PREP SPRAY ACRES</b>	<b>RELEASE SPRAY ACRES</b>	
Richard Bland College – Dinwiddie County		159.0	0	
Patrick Henry Corrections – Henry County		29.0	0	
<b>STATE-OWNED LANDS TOTAL</b>		<b>188.0</b>	<b>0.0</b>	
Appomattox-Buckingham State Forest	AB02-005	46.4	0	
	AB02-050	25.0	0	
	AB16-014	19.7	0	
	AB06-019	25.8	0	
	AB06-032	44.0	0	
	AB26-054	63.3	0	
	FOREST TOTAL		224.2	0
Prince Edward-Gallion State Forest	PE06-012	32.9	0	
	PE06-029	54.7	0	
FOREST TOTAL		87.62	0	
Cumberland State Forest	CU26-023	11.6	0	
	CU25-022	28.1	0	
	CU10-030	34.3	0	
	CU21-026	0	22.7	
	CU21-027	0	23.2	
	CU21-005	0	11.5	
	CU26-029	0	26.1	
FOREST TOTAL		74.0	83.5	
Big Woods State Forest	BW01-015	0	51.0	
	BW02-015	0	38.0	
FOREST TOTAL		0	89.0	
Lesesne State Forest	LE01-002	13.6	0	
<b>STATE FORESTS TOTAL</b>		<b>399.4</b>	<b>172.5</b>	
<b>TOTAL</b>		<b>587.4</b>	<b>172.5</b>	

SITE PREPARATION CONTRACT

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, hereinafter called the "Contractor" and Commonwealth of Virginia, Department of Forestry, called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Purchasing Agency at \$\_\_\_\_\_ per acre, as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_, through \_\_\_\_\_.

METHOD OF PAYMENT: The Contractor shall be paid by the Purchasing Agency as set forth in Section 3 J of the Document.

The Contract Documents shall consist of:

- (1) This signed form;
- (2) The attached purchasing description which consists of:
  - (a) The Scope of Work, and/or items description
  - (b) The General Terms and Conditions
  - (c) The Special Terms and Conditions all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

**PURCHASING AGENCY:**

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

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

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

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