

REQUEST FOR PROPOSALS (RFP)

Issue Date: April 1, 2024

RFP# 301-24-061

Title: Pesticide Disposal Services

Commodity Codes: 92645

Issuing Agency: Commonwealth of Virginia
Virginia Department of Agriculture and Consumer Services
Procurement Office
102 Governor Street, Rm. 239
Richmond, VA 23219

Initial Period of Contract: July 1, 2024 through June 30, 2025 (with 4 one-year optional renewals)

Sealed proposals will be received until 2:00 pm, EST on Tuesday April 30, 2024, for furnishing the goods/services described herein. All inquiries for information must be submitted in writing, via email, to:

Paula Williams, VCO
Senior Contract Specialist
Telephone: 804-225-3798
Fax: 804-371-8372
Email: Paula.williams@vdacs.virginia.gov

Electronic responses in the Commonwealth's eProcurement System (eVA) are accepted for this solicitation. If sealed proposals are mailed or hand-delivered to the Issuing Agency, use the address shown above. Proposals sent via FAX or email will **not** be accepted.

OPTIONAL PREPROPOSAL CONFERENCE: An optional preproposal conference will be held on Tuesday April 9, 2024. (Reference: Section VII.J. herein).

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and, in any schedule, attached hereto is true, correct, and complete.

Name and Address of Firm:

_____	Date: _____
_____	By: _____ (Signature in Ink)
_____	Name: _____ (Please Print)
_____ Zip Code _____	Title: _____
eVA Vendor ID or DUNS #: _____	Phone: (____) _____
E-mail: _____	Fax: (____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

RETURN ALL PAGES ALONG WITH YOUR ORIGINAL PROPOSAL (Tab 1)

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
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I. PURPOSE

- A. The purpose of this Request For Proposals (RFP) is to solicit proposals to establish a contract with one offeror to provide packing, transporting and disposal of pesticides, hereinafter referred to as hazardous materials and/or hazardous wastes. These materials will be in the possession of agricultural producers, licensed pesticide dealers and pesticide businesses, certified applicators, golf courses, and homeowners and will be obtained through the use of multiple central collection sites for the Virginia Department of Agriculture and Consumer Services (VDACS), an agency of the Commonwealth of Virginia.

II. BACKGROUND

- A. VDACS was established in 1877 to promote the economic growth and development of Virginia agriculture, provide consumer protection, and encourage environmental stewardship. The agency is headquartered in Richmond, Virginia and has several field offices, four regional diagnostic animal health laboratories, and two Farmer's Market facilities.
- B. The Pesticide Collection Program (PCP) is a non-regulatory, consumer services program of VDACS. The goal of the PCP is to assist the citizens of Virginia by managing and supervising the safe collection and lawful disposal of canceled, banned, outdated, or unwanted pesticides.
- C. The program is supported by pesticide fees collected by VDACS and therefore no general fund tax dollars are used in program implementation. The PCP was created to provide an available and environmentally acceptable mechanism in which eligible participants can properly dispose of unwanted or unusable pesticides. Since its inception, the PCP has properly collected and disposed of approximately 1.8 million pounds of pesticides from Virginia. Between 2019-2023, the average pounds collected per year was over 52,905. The amount spent on the program in 2019 was \$68,898; in 2020 it was 31,939; in 2021 it was \$67,812; in 2022 it was \$76,225, and in 2023 it was \$75,465.
- D. The PCP promotes a safer and cleaner Virginia environment by reducing the number of pesticides that, without this program, could potentially contaminate drinking water, groundwater, streams, rivers, and land across the state.

III. STATEMENT OF NEEDS

A. Specific Requirements:

1. Offerors shall be a business regularly engaged in providing the pesticide disposal services described in this solicitation. It is desired offerors possess a minimum of five (5) years' experience performing the work/services described in this solicitation.
2. The Successful Offeror shall collect, package, and transport waste pesticides from all targeted locations in Virginia, including all necessary cleanup activities to assure no waste pesticides or visible residues remain at the collection location, and dispose of them at a permitted Treatment, Storage and Disposal Facility (TSDF).
3. The safety of the environment and all parties involved is paramount. The disposal shall be performed via incineration. No other means of disposal will be allowed without prior written justification and authorization from VDACS.

4. Receipt of complete and accurate documentation (manifests, certificates of waste disposal, waste characterizations invoices, TSDf signed copies of the hazardous waste manifests, and associated reports) from the Successful Offeror is required within 45 calendar days of collection. Receipt of Certificates of Disposal upon final treatment/disposal of waste shall be provided to VDACS within 120 calendar days of collection.

B. Scope of the Project:

1. The Successful Offeror shall provide all employees, supplies, materials, and equipment necessary to collect, package, weigh, and transport pesticide hazardous waste from collection sites in up to one hundred thirty-six (136) Virginia localities. The work shall be performed in a manner conforming to the rules, regulations, and procedures prescribed by the Virginia Department of Environmental Quality (DEQ), the Environmental Protection Agency (EPA) and the United States and Virginia Departments of Transportation (DOT and VDOT, respectively).
2. The Schedule for locality inclusion is:

Number of Localities	Calendar Year
Twenty-nine (29)	2024
Thirty-three (33)	2025
Twenty-four (24)	2026
Twenty-seven (27)	2027
Twenty-two (22)	2028

3. The Attachment I list the localities in each year's program. The Attachment H shows the geographic locations of the localities for the disposal program. In addition, two (2) collections, one (1) in April and one (1) in September, of each program year is expected to be provided by the Successful Offeror at the Department of General Services' Division of Consolidated Laboratories, located in Richmond, VA, on an as needed basis.
4. The Successful Offeror shall provide additional one-day pesticide collection events in specified localities outside of the Schedule for locality inclusion in Section III.B.2 upon request. Additional dates, which could include Saturdays and the locations for collections outside of the specified localities will be determined in coordination with the Successful Offeror, Virginia Cooperative Extension (VCE) personnel, and VDACS.
5. All pesticide hazardous waste collected must have either an EPA or U.S. Department of Agriculture Registration Number. If neither number is available, a laboratory analysis must be performed indicating that the waste contains a pesticide when the amount exceeds the sampling threshold or as required by VDACS. Only pesticides are eligible for disposal in this program. (See Section III.C.4. for additional details).

C. Requirements:

1. **The Successful Offeror shall assume the status of generator for all hazardous materials and hazardous waste collected under this contract. As the generator, the Successful Offeror's responsibilities may include, but are not limited to:**
 - a. Waste characterization;
 - b. Hazardous waste determination;
 - c. Acquiring RCRA Provisional or EPA ID numbers;
 - d. DEQ notifications;
 - e. Transporter ID numbers;

- f. All health and safety requirements;
 - g. Emergency/spill response;
 - h. Contingency plans;
 - i. Generator fees;
 - j. Biennial reports to DEQ; and
 - k. Deactivating EPA ID numbers when complete.
2. The Successful Offeror shall provide:
 - a. all materials, supplies, equipment and labor to assist VDACS in conducting one-day pesticide collection events in specified localities; and
 - b. all materials, supplies, equipment, and labor to characterize handle, package, weigh, inventory and transport to a TSDF incineration facility for disposal of: (i) pesticides (both identified and unidentified) from the one-day county pesticide collection events described, and, (ii) identified pesticides stored at various end-user sites within the participating localities as needed.
3. Pressurized canisters (steel cylinders) are not to be included under this contract. However, in the event these cylinders are encountered, VDACS' Office of Pesticide Services (OPS) must be notified immediately.
4. Pesticide containers could range in size from home and garden products as small as several ounces up to 55-gal drum(s) of industrial or agricultural pesticides, to potentially minibulk/IBC/tote pesticide containers. The pesticides could consist of solids, liquids and gases; containers could be fiber, plastic, metal or glass. On occasion, a program participant may offer a specialty type and/or size container of pesticides for disposal. Such products will be accepted for disposal only if both VDACS and the Successful Offeror are in agreement on all applicable conditions.
5. Compliance with EPA, DOT, OSHA, and the Commonwealth of Virginia laws and regulations is mandatory. All materials generated from pesticide collection for disposal will be designated as "Hazardous Waste - Pesticides", and a proper manifest is to be utilized for record keeping.
6. VDACS will make the ultimate determination in regard to the qualification of a product for inclusion in the disposal program. The pesticides may be in the original manufacturers or formulator's container, or in a secondary container. If the owner of a product in a secondary container declares that it is a specific pesticide, or has labeled it as a specific pesticide, it will be accepted for disposal.
7. The Successful Offeror is responsible for package, transport and disposal of all unidentified solid products weighing fifty (50) pounds or less and unidentified liquids with a volume of five (5) gallons or less. If the Successful Offeror analyzes unidentified materials as stated above, only those containing a pesticide are included under this contract. The laboratory analysis report shall be made available to VDACS prior to collection. VDACS will analyze unidentified solid products weighing greater than fifty (50) pounds and unidentified liquids with a volume greater than five (5) gallons, with laboratory analysis provided to the Successful Offeror prior to the start of the collection program.
8. If the Successful Offeror must perform any type of analytical testing of such products, or analytical testing of such products in certain sizes of containers, the cost must be itemized on the pricing schedule. These situations are very rare.
9. A small percentage of the containers brought to a one-day collection event may be leaking or degraded to the point where they might leak and thus would require special packaging and

handling in comparison to a structurally sound and non-leaking container. Over packing is the responsibility of the Successful Offeror.

10. The Successful Offeror must weigh each pesticide waste lab pack or bulk container to the nearest one (1) pound and label the lab pack or bulk container accordingly on the day of the collection event. A VDACS representative will verify the weight of all lab pack or bulk containers collected on the day of collection at all collections sites. The recorded weight for each pesticide waste lab pack or bulk container must be legibly written on the packing slip or on the outside of the over packs or bulk container. (Scale requirements are listed in paragraph E.3. below.)
11. The Successful Offeror shall be responsible for proper container use and labeling as required by Federal and State laws and regulations, including those of the U.S. Department of Transportation (DOT) and USEPA's Resource Conservation and Recovery Act (RCRA) regulations. Attachment G lists the potential pesticide container sizes and average container weights. Attachment F lists the potential pesticides requiring disposal.
12. The Successful Offeror must have the financial stability to provide continued services. A financial statement or a document compiled by an independent auditor, attesting to the offeror's financial resources available to provide the services required herein, must be provided to VDACS upon request.

D. Regulatory Compliance, Permits, Licenses, Insurance:

1. The Successful Offeror shall act in accordance with all state, federal, local and foreign country laws and must secure the necessary permits and licenses necessary for the collection and transport of collected hazardous materials and hazardous waste, as appropriate. **This includes securing Provisional EPA ID Numbers and Transporter permits from DEQ.**
2. The Successful Offeror must provide copies of applicable permits and license(s) required by law to VDACS' OPS, excluding Provisional EPA ID Numbers, within five (5) calendar days of award of the contract. The Successful Offeror must provide to VDACS' OPS copies of original DEQ documentation assigning Provisional EPA ID Numbers no later than seven (7) calendar days prior to the scheduled start of the collection program.
3. The Successful Offeror must possess appropriate identification numbers and all necessary permits issued by the U.S. Environmental Protection Agency (EPA) to provide collection, packaging, transportation and disposal services for hazardous waste and hazardous materials within the Commonwealth of Virginia. If the Successful Offeror is not approved by the EPA to dispose of hazardous waste, those materials must be delivered to a named site that is approved by the EPA to dispose of hazardous materials.
4. The Successful Offeror must follow all U.S. D.O.T. requirements with regards to packaging and labeling of shipping containers, placarding of vehicles, and completion of all necessary transportation documentation.
5. The Successful Offeror must collect, package, transport and dispose of waste pesticides, whether classified as hazardous, or as other than hazardous, in accordance with applicable State and Federal law.
6. The Successful Offeror must have the ability to meet the insurance requirements of all state and federal hazardous waste management laws as well as the insurance requirements in the General Terms and Conditions.

E. Supplies and Equipment:

1. The Successful Offeror's supplies and equipment shall meet the EPA's and/or the DEQ's hazardous waste disposal standards, whichever is applicable by law.
2. Liquid hazardous material and hazardous waste should be packaged in either metal or heavy plastic containers to prevent contamination of the outside of the lab pack or overpack.
3. The Successful Offeror must furnish their own digital platform scales used to weigh the lab packs and bulk drums. All the platform scales must be certified by VDACS', Office of Weights and Measures or a scale service company licensed by VDACS' Office of Weights and Measures or other states' weights and measures regulatory office. The Successful Offeror will be required to provide evidence of certification to the VDACS' Office of Pesticide Services at least seven (7) calendar days prior to the scheduled start of the collection program. The Successful Offeror must also provide the Office of Weights and Measures seven (7) calendar days advance notice to test and certify the scales. VDACS reserves the right to require the scales to be checked for accuracy by the VDACS' Weights and Measures any time during the contract. The platform scales must be capable of accurately weighing up to 1,000 pounds.
4. The Successful Offeror will be responsible for delivering to participating localities supplies to lab pack pesticides for transport to the collection site by participants. The delivery of these supplies will be no later than three (3) weeks prior to the collection date and delivered to a location selected by VDACS and/or Virginia Cooperative Extension Offices (VCE).
5. The Successful Offeror should transport the packaged hazardous material and hazardous waste in covered vehicles with spill containment capabilities. Transport of packaged hazardous material and hazardous waste in open air vehicles is not permissible.

F. Tasks:

1. The packaged hazardous materials and hazardous waste must be appropriately coded on a Hazardous Waste Manifest and disposed of in accordance with the federal Resource Conservation and Recovery Act (RCRA) and any other applicable local, state or federal regulations, including standards applicable to hazardous waste generators and standards applicable to transporters of hazardous waste.
2. Utilization of the standards applicable for universal waste management is encouraged where appropriate.
3. The manifested waste must be disposed of at a properly permitted disposal site, (TSDf), when so authorized under the RCRA. The Successful Offeror must state the specific location(s) and method(s) to dispose of the types of hazardous materials and hazardous waste listed on any inventory.
4. The Successful Offeror must ensure that all Hazardous Waste Manifests are sent to VDACS verifying that the hazardous materials and hazardous waste were received at the stated locations(s) within 45 calendar days.

G. Personnel and Event Requirements:

1. The Successful Offeror is expected to have qualified personnel at each collection site to collect, prepare the manifest, and pack the hazardous materials and hazardous wastes. The number of personnel assigned to the collection events will be left to the discretion of the Successful Offeror, but must not be fewer than two (2) individuals.
2. A commercially licensed driver of the truck is required. All personnel must be in a clean uniform or attire clearly identifying the company name of the Successful Offeror to present a professional image to the public. Additionally, the Successful Offeror's employees shall comply with the following requirements:
 - a. DEQ and EPA standards, requirements, and generally accepted good practices in handling hazardous materials and hazardous waste for the protection of personnel.
 - b. Wearing protective Tyvek suits, chemically resistant gloves, chemically resistant footwear, and OSHA approved eye protection when required.
 - c. Wearing additional protective clothing and respirators as required by the pesticide label or VDACS representative on-site, while performing their assignment and when handling material defined to require such protection by DEQ, OSHA, or EPA.
 - d. Successful Offeror's on-site personnel are required to have the proper experience, training, certifications, and possess the physical ability to properly handle, package, and transport the type and volume of material that may be collected during an event. Certifications should include 40-hour OSHA HAZWOPER, verifiable upon request. The Successful Offeror is required to handle the materials collected from each one-day event, package and transport those wastes off-site, and be on-site at the next location in sufficient time to set-up in preparation for that event.
 - e. The Successful Offeror must have the ability and be prepared to set-up a shelter if required by site conditions and VDACS. The shelter should be sufficient to protect program participants, sponsors, and the Successful Offeror's employees from exposure to the sun and precipitation for the duration of each pesticide collection event.
 - f. The Successful Offeror will be required to place a heavy-duty covering under the area where pesticides will be unloaded, processed, and loaded. This covering is to reduce the possibility of substrate contamination and, in the event of a spillage or breakage; the area can be cleaned up and containerized as quickly as possible. If using heavy-duty plastic sheeting, it must be of sufficient strength and durability that vehicle and collection event actions will not tear holes in the material during the event.
 - g. VDACS will schedule each of the one-day collection events and will provide suitable location maps or will guide the Successful Offeror to each site where a collection event will be held. VDACS will provide a listing of all collection events scheduled to the Successful Offeror at least sixty (60) calendar days before the collection day. Collections will be scheduled from July through December.
 - h. During a typical collection week, the Successful Offeror will be required to service three (3) to five (5) one-day collection events. The scheduling of over five collection events in one week would be contingent upon an agreement between VDACS and the Successful Offeror. When needed, the Successful Offeror will be required to service these one-day collection events six (6) days per week, Monday through Saturday. No events will be held on Sunday. The duration (time frame for accepting participant material) of the one-

day collection events will be four (4) hours per event. The events will start at 9:00 AM and will terminate at 1:00 PM. Whenever possible, the counties scheduled during a specific week for collection events will be closely grouped to minimize travel time between the collection sites.

- i. While on-site the Successful Offeror's personnel are required to have the proper experience and physical ability to handle the volume of material that may be collected over the 4-hour time span. Furthermore, the Successful Offeror will be required to perform duties outlined above and be on-site at the next location in sufficient time to set-up and begin the next event commencing at 9:00 AM.
- j. It is not possible to determine the minimum or maximum quantities of material that could be collected at any one event. However, historical data collection information shows 9,521 lbs. was the average weight per site for 2019; for 2020 it was 4,468 lbs.; for 2021 it was 10,284 lbs.; for 2022 it was 7,414 lbs.; and for 2023 it was 8,511 lbs.
- k. The anticipated number of one-day collection events is five (5) to ten (10) per year for the next five (5) calendar years. Any noticeable increase in the number of events will require prior agreement by the Successful Offeror. However, if VDACS and the Successful Offeror mutually agree upon an increase in the number of one-day collections, the scheduling parameters, as described above, will not be altered.
- l. The service areas for each calendar year from 2024-2028 for the Virginia localities are identified in Attachment E. Specific dates for collections will be determined in coordination with the Successful Offeror, VCE personnel, and VDACS.
- m. All packaged hazardous materials and hazardous waste collected and transported by the Successful Offeror shall be received at a permitted TSDF within ten (10) calendar days with final disposal within ninety (90) days after the hazardous materials and hazardous waste are removed from the collection sites. TSDF-signed copies of the hazardous waste manifests shall be received by VDACS within 45 calendar days. Signed Certificates of Disposal upon final treatment/disposal of waste must be received by VDACS within 120 calendar days.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

GENERAL INSTRUCTIONS:

A. RFP RESPONSE: In order to be considered for selection, Offerors must submit a complete response to this RFP. **If submitting electronically through eVA, only a single proposal is required.** For paper responses, **one (1) original and three (3) copies** of the entire proposal, including all attachments and proprietary information clearly marked "Original" and "Copy" on the outside of the proposal, must be submitted to the VDACS Procurement Office. If applicable, the outside of the proposal must be marked to denote proprietary information.

1. PROPOSAL PREPARATION:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially

incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document or prequalification application, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
 - g. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of vendor proposals.
2. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for

the offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

3. **Site Visit:** A site visit to each offerors' facility may or may not be necessary.

B. SPECIFIC REQUIREMENTS OF PROPOSAL: Proposals should be as thorough and detailed as possible so that the Agency evaluation team may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal. The proposal response must be submitted in the same order as outlined below, to include the same "TAB" headings.

Tab 1. Return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

Tab 2. Proposed Pricing Schedule (Attachment B) and Offeror Data Sheet (Attachment A). The Offeror must submit the following in Attachment B:

- (a) A per pound price for containers to be lab packed. Disposal costs will be based on a per pound charge for lab-packed pesticides, both identified and unidentified. (Pricing Schedule Item #1)
- (b) A per pound price for each drum-sized container. (Pricing Schedule Item # 1) Mini-bulk/IBC/Tote sized containers are NOT included in this pricing item.
- (c) A per unit charge along with a per pound charge for each Mini-Bulk/IBC/Tote sized container 500 gallons or less in size. (Pricing Schedule Item # 2) Disposal costs will be based on a per unit charge for the Bulk unit disposal absent contents. In addition to the unit cost of disposal, the disposal costs for the contents will be based on a per pound price.
- (d) A per-event charge (Pricing Schedule Item #3). This fee is to incorporate costs for labor, vehicle use and mileage, per diem, materials, supplies and equipment and all other associated costs of conducting a one-day collection event (excluding disposal costs). The per-event fee will be applied to each one-day collection event regardless of when and where scheduled. The per-event fee will not be applied to end-user facility waste pick-ups.
- (e) Provide a cost, if applicable, for analytical testing of unidentified materials (Pricing Schedule Item # 4).
- (f) Provide other costs associated with the Program. (Pricing Schedule Items # 5, if applicable.) These costs must be itemized and provided as an attachment to the pricing schedule.

Tab 3. A written narrative statement to include:

- (a) Experience of your company and its staff in providing the services described in the Statement of Needs (Section III.)
- (b) Names, qualifications and experience of lead personnel to be assigned to the project; and

(c) Capacity to provide services within your firm’s current workload commitments.

Tab 4. Specific approach and plan for providing the goods/services described herein including, but not limited, to the following:

- (a) Describe the proposed approach for waste pesticide collection, packaging, transportation and disposal service.
- (b) Explain your process for ensuring quality control.
- (c) Describe the training requirements for personnel providing the services (i.e. 40-hour OSHA HAZWOPER and refresher for staff working in the Commonwealth).
- (d) Provide information regarding any regulatory compliance issues your firm has been cited for in the past five (5) years.
- (e) Describe your plans for ensuring all supporting documentation and reporting is submitted as required.
- (f) List major equipment/materials that may be used while providing contract services.

Tab 5. Small Business Subcontracting Plan – Summarize the planned utilization of SBSD-certified small businesses which include businesses owned by women and minorities, when they have received SBSD small certification, under the contract to be awarded as a result of this solicitation (Attachment C).

Tab 6. State Corporation Commission Form, submit Attachment D.

Tab 7. Exceptions: Does your Firm accept Section III, the “STATEMENT OF NEEDS”, Section VI, the “GENERAL TERMS AND CONDITIONS” and Section VII, the “SPECIAL TERMS AND CONDITIONS,” as presented in the RFP?, submit Attachment E.

V. EVALUATION CRITERIA

Proposals shall be evaluated using the following criteria:

CATEGORY	POINT VALUE
Plans and approach for providing the services.	35
Experience and qualifications of the firm, assigned staff, and subcontractors (if applicable).	20
Price of services	25
Small Business Subcontracting Plan.	20

VI. 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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 eva.virginia.gov

under "I Sell To Virginia".

- 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.
- 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.

- G. **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.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **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.
- J. **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.

K. **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.

- L. **QUALIFICATIONS OF 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.
- M. **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.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **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.

- P. **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.
- Q. **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 per accident, \$100,000 per injury by disease; and \$500,000 by disease.
 3. Commercial General Liability - \$1,000,000 per occurrence with a \$2,000,000 General and Products and Completed Operations 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. Pollution Liability - \$5,000,000
 5. Automobile Liability - \$1,000,000 combined single limit.
- R. **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 in eVA (eva.virginia.gov) for a minimum of 10 days.
- S. **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.

- T. **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 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.
- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal 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 eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the 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) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-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.

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.

- V. **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.

- W. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY.** This solicitation is set-aside for award priority to DSBSD-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. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD 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 DSBSD on the due date for receipt of bids/proposals.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- Y. **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.
- Z. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **eVA ORDERS AND CONTRACTS:** It is anticipated the solicitation/contract will result in no more than two purchase order(s) annually with the applicable eVA transaction fee assessed for each order.
- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- F. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in an envelope or package,

sealed and identified as follows:

Solicitation Number and Title: _____

From: _____
Name of Offeror Due Date Time

Street or Box Number

City, State, Zip Code

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract Officer

G. **INDEMNIFICATION:** Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

H. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, 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 Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

I. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

A. Submission of Small Business Subcontracting Plan: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the

contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are **not** DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

- A. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal teleconference will be held at **11:00 a.m. on Tuesday April 9, 2024.** The purpose of this teleconference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of the solicitation.

While attendance at this teleconference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to participate. Any changes resulting from this teleconference will be issued in a written addendum to the solicitation.

Microsoft Teams Meeting

Meeting ID: 219 765 532 644

Passcode: 2Lxgg5

Phone Number: [+1 434-230-0065,,741249975#](tel:+14342300065741249975) United States, Lynchburg

Phone conference ID: 741 249 975#

- J. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- L. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia,

§2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided.

Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- M. **E-VERIFY PROGRAM**: EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

VIII. **METHOD OF PAYMENT:**

The Awarded Offeror's fees will be paid by check or electronic transfer per the Code of Virginia § 2.2-4350 prompt payment of bills by state agencies, upon receipt of a valid and complete invoice(s) for services. All invoices shall be detailed, reference the appropriate eVA purchase order number, and include a clear breakdown of the charges. VDACS reserves the right to request additional documentation including, but not limited to actual invoices by suppliers, justification for expenditure, etc.

The Awarded Offeror's invoices shall be submitted by no later than the 15th day of the month and will be paid within 30 days of receipt of a valid and complete invoice with sufficient supporting documentation submitted by mail or electronically to: Marlene Larios, Pesticide Program Coordinator in VDACS Office of Pesticide Services (marlene.larios@vdacs.virginia.gov) or designated VDACS staff member, as well as vdacspayables@vdacs.virginia.gov

ATTACHMENT A

OFFEROR DATA SHEET
To Be Completed By Offeror

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: _____years _____months.
3. **REFERENCES:** Indicate below a listing of at least three (3) waste pesticide disposal contracts your company services. Include the name and address of the person the agency has your permission to contact.

Client Name	Dates of Service	Address	Contact Person	Phone	Email address

RETURN OF THIS PAGE IS REQUIRED (TAB 2)

ATTACHMENT B

Pricing Schedule

Proposed price must include all work and costs associated with the proper disposal of waste pesticides. Any omissions either intentional or unintentional will be the responsibility of the successful contractor.

Pricing Schedule: Quantities are estimates. The State will pay for actual quantities collected based upon the unit cost stated below. Quantity x Unit Cost = Extended Cost.

Item #	Description	Quantity	Unit Cost	Extended Cost
1 Section IV. B. Tab 2 a.& b.	Number of pounds collected for disposal via incineration of lab-packed pesticides	40,000 lbs.	\$ / lb	\$
2 Section IV. B. Tab 2 c.	Number of Mini-Bulk/IBC/tote tanks unable to be recycled and requiring disposal (up to 500 gallon in size) Volume of material contained in the tanks provided for disposal	10 Mini-Bulk/IBCs	\$ /unit	\$
		1,000 lbs.	\$ / lb	\$
3 Section IV. B. Tab 2 d.	One-day collection event includes all labor, equipment, vehicles supplies, per diem, event mileage and other appropriate charges other than waste disposal	8 events	\$ per event	\$
	Other Possible Costs:			
4. Section IV. B. Tab 2 e.	Analytical testing of unidentified materials to determine their classification	10 samples	\$	\$
5. Section IV. B. Tab 2 f.	Itemize any additional any additional cost that may be associated with this pesticide disposal program as an attachment		List the total from the attachment in the Extended Cost column to the right.	\$
Total				\$

RETURN OF THIS PAGE IS REQUIRED (Tab 2)

ATTACHMENT C

Small Business Subcontracting Plan

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions:

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-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 DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-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 (DSBSD), provide your certification number and the date of certification):

Certification number: _____ Certification Date: _____

RETURN OF THIS PAGE IS REQUIRED (Tab 5)

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

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

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned	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 (\$ or %)
Totals \$					

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ATTACHMENT D

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The Offeror:

- 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 Offeror 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 Offeror's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror'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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

RETURN OF THIS PAGE IS REQUIRED (Tab 6)

**ATTACHMENT E
EXCEPTIONS**

Complete the following. Check one option only.

_____ Firm does not take any exceptions to the Statement of Needs, General Terms and Conditions, and Special Terms and Conditions.

OR

_____ Firm takes the following exception(s): (include page and section number and description of exception).

RETURN OF THIS PAGE IS REQUIRED (TAB 7)

ATTACHMENT F

List of Potential Pesticides Requiring Disposal

ABAMECTIN (AVID)	AVITROL
ACEPHATE (ORTHENE)	AZADIRACHTIN
ACETIC ACID	AZAMETHIPHOS (SNIP)
ACETOCHLOR (TROPHY)	AZINPHOS METHYL (GUTHION)
ACIFLUORFEN (BLAZER, TACKLE)	BACCO
AGRI DEX (W/PARAFIN OIL)	BACILLUS POPILLIAE (MILKY SPORE POWDER)
AGRIBROM	BACILLUS THURINGIENSIS (B.T., DIPEL, SOK)
AGROX 3 WAY	BANOL (PROPAMOCARB)
ALACHLOR (LASSO)	BANROT
ALACHLOR+ATRAZINE (LARIAT, BULLET)	BARIUM POLYSULFIDE (SOLABAR, SOLBAR)
ALDICARB (TEMIK)	BASALIN (FLUCHLORALIN)
ALDRIN	BAYCOR
ALGAECIDE	BAYGON
ALKYL DIMEBENZYL AMMC1	BENDIOCARB (FICAM)
ALKYL OMEGE HYDROXYPOY SULFATE	BENEFIN (BALAN, BALFIN, QUILAN)
ALLETHRIN & PHENOTHRIN	BENOMYL (BENLATE, TERSAN 1991)
ALLOXYDIM SODIUM (CLOUT, FERVIN)	BENSULIDE (BETASAN, PREFAR, PRE SAN)
ALUMINUM PHOSPHIDE (PHOSTOXIN)	BENTAZON (BASAGRAN, LADDOK)
ALUMINUM SULFUR	BENTAZON+ACIFLUORFEN (STORM)
AMBER (HERBICIDE)	BENTONITE
AMETRYN (EVIK)	BENZENAMINE
AMIBEN/TERRACLOR	BENZENE HEXACHLORIDE
AMIDOCHLOR (LIMIT)	BENZYLADENINE
AMITRAZ (MITAC, CYTAC)	BETA NAPHTHOL
AMITROLE	BIFENOX (MODOWN)
AMIZINE (AMITROLE + PRINCEP)	BIFENTHRIN (TALSTAR)
AMMONIUM CALCIUM SULFATE/CHLOR COMPOUND	BLOCKADE
AMMONIUM CHLORIDE (STERAMINE)	BOLT
AMMONIUM LAURETH SULFATE (PENE TURF)	BOMYL (FLY BAIT)
AMMONIUM SULFAMATE (AMMATE)	BONE TAR OIL (MAGIC CIRCLE DEER REPELNT)
ANCRACK	BORDEAUX MIXTURE
ANCYMIDOL (A REST)	BORIC ACID
ANETHOL	BRODIFACOUM
ANTIBIOTIC (SULFA)	BROMACIL (HYVAR)
ARAMITE (ARACIDE, NIAGARAMITE, 88 R)	BROMADIOLONE
ARENA	BROMETHALIN
ARSENIC	BROMINE
ARSENIC TRIOXIDE (SINGLETARY S PEST CON)	BROMODAN (ALUGAN)
ASULAM (ASULOX)	BROMOXYNIL (BUCTRIL, BROMINAL, BRONATE)
ATLAS A (SODIUM ARSENITE)	BRONCO
ATRAZINE (AATREX) (GRIFFEX)	BUTRALIN (TAMEX)
ATRAZINE/METOLACHLOR (BICEP)	BUTYLATE (SUTAN+)
ATROPINE (ATROPINE SULFATE)	BUXTONE AMINE
ATTREX	CACODYLIC ACID
AVICIDE	CADMIUM SULFATE

CAL-COP 10	CHLOROPYRIFOS
CALCIUM ACID METHANEARSONATE (CALAR)	CHLOROTHALONIL (BRAVO, DACONIL)
CALCIUM ARSENATE (PENCAL, SPRA-CAL)	CHLOROTRICHOROPHENYL
CALCIUM CYANIDE (CYANO GAS)	CHLOROXYURON (TENORAN)
CALCIUM HYPOCHLORITE (CHLORIDE OF LIME)	CHLORPHONIUM (PHOSPHON OR PHOSFON)
CALCIUM SULFATE	CHLORPROPHAM (CHLORO IPC, FURLOE)
CALOMEL (MERCUROUS CHLORIDE)	CHLORPYRIFOS (DURSBAN, LORSBAN)
CAPTAFOL (DIFOLATAN)	CHLORPYRIFOS-METHYL (RELDAN)
CAPTAN (ORTHOCHIDE)	CHOLECALCIFEROL
CAPTAN+LINDANE (ORTHOCHIDE SEED PROTECT)	CHORANIL (SPERGON)
CAPTAN+MALATHION+METHOXYCHLOR (ORCHARD)	CINMETHYLIN (CINCH, ARGOLD)
CARBARYL (SEVIN, SEVIMOL, SAVIT)	CIODRIN
CARBOFURAN (FURADAN)	CIODRIN-DIMETHYL PHOSPHATE
CARBOLIC ACID	CIOVAP
CARBON BISULFIDE (CARBON DISULFIDE)	CLEARY
CARBON TETRACHLORIDE	CLETHODIM (SELECT)
CARBOPHENOTHION (TRITHION)	CLOMAZONE (COMMAND)
CARBOSULFAN (ADVANTAGE, MARSHAL)	COMPEX (ALCOHOL FULFATES)
CARBOXIN (VITAVAX)	COPPER (COPPER COUNT N)
CARBOXY	COPPER ALKANOLAMINE COMPLEX
CENTROPHENOCIDE BACTERIAL DETERGENT	COPPER ARSENATE
CERESAN (ETHYLMERCURY CHLORIDE)	COPPER ARSENIC
CERTAMATE	COPPER HYDROXIDE (KOCIDE, BLUE SHIELD)
CERTI-FOG	COPPER NAPHTHENATES
CHELATED ZINC	COPPER OXIDE
CHELATING AGENT (SEQUESTRENE)	COPPER SULF HYDROX/CALCM ARSEN/PARATHION
CHEM SHEAR	COPPER SULFATE (BLUESTONE)
CHLONEB	COPPER/LEAD
CHLORAMBEN (AMIBEN)	COPPER/SULFUR
CHLORBROMURON (MALORAN)	COPPER, FIXED (NUTRA-SPRAY)
CHLORDANE (ORTHO KLOR)	CORID
CHLORDECONE (KEPONE)	COUMAPHOS (CO RAL)
CHLORDIMEFORM (FUNDAL)	CREOSOTE (COAL TAR)
CHLORFENETHOL (DIMITE)	CRESYLIC ACID
CHLORIMURON ETHYL (CLASSIC)	CROTOXYPHOS (CYPONA, DECROTOX, DUO-KILL)
CHLORMEPHOS	CRUFOMATE (RUELENE)
CHLOROBENZILATE (ACARABEN)	CRYOLITE (PROKIL, KRYOCIDE)
CHLOROHEPTON	CUPRIC HYDROXIDE
CHLOROHEXIDENE	CUPRIC SULFATE PENTAHYDRATE
CHLORONEB (TERRANEB)	CUPROUS OXIDE COMPOUNDS
CHLOROPHACINONE (ROZOL)	CUPROXAT (TRIBASIC COPPER SULFATE)
CHLOROPHONOXYL PRONAMIDE	CYANAZINE (BLADDEX)
CHLOROPHOSPHATE	CYANIDE
CHLOROPICRIN (BROM-O-GAS, TERR-O-GAS)	CYANO (METHYLMERCURI) GUANIDINE
CHLOROPROPYLATE (ACARALATE)	CYANO (PYDREN)

CYCLOATE (RO-NEET)	DIMETHYLDODECYLAMINE ACETATE (PENAR)
CYCLOHEXIMIDE (ACTI-DIONE, NARAMYCIN)	DINITRAMINE (USB-3584)
CYCOCEL (CHLORMEQUAT CHLORIDE, <PLRG>)	DINITROPHENOL
CYFLUTHRIN (BAYTHROID)	DINOCAP (KARATHANE)
CYHEXATIN (PLICTRAN)	DINOSEB (DINITRO, PREMERGE, DYNAMYTE)
CYPERMETHRIN (AMMO, CYMBUSH)	DIOXANE
CYTEX	DIOXATHION
D-PHENOTHRIN (SUMITHRIN)	DIPHACINONE (DIPHACIN)
DACONATE (MSMA PLUS SURFACTANT)	DIPHENAMID (ENIDE)
DACONIL 2787	DIPHENYL
DALAPON (DOWPON)	DIQUAT DIBROMIDE
DAMINOZIDE (ALAR, KYLAR, B-NINE)	DIQUATIC
DAZOMET (BASAMID)	DISULFOTON (DI-SYSTON)
DCNA (DICLORAN, BOTRAN)	DIURON (KARMEX, KROVAR, DIREX)
DCPA (DACTHAL)	DNOC (SINOX, DNC, SELINON, ELGETOL)
DDD/MALATHION/METHOXYCHLOR/CAPTAN	DODEMORPH ACETATE (MILBAN)
DDT	DODINE (CYPREX)
DDT+LINDANE (ROSE & FLORAL DUST)	DOW SODIUM TCA
DDVP (DICHLORVOS, FLY BAIT)	DSMA (DOW DMA) (SODIUM METHANEARSONATE)
DEMETON (SYSTOX)	DURSBAN/HYDROPRENE
DEMISE (2,4-D ACETATE)	DYANAP (DINOSEB/NAPTALAM)
DIAMIDFOS (DOW NELLITE)	DYCARB
DIAZINON (AG-500, SPECTRACIDE, KNOX OUT)	DYRENE (ANILAZINE)
DIBROMOCHLOROPROPANE (FUMAZONE, NEMAGON)	ECOGEN
DICAMBA (BANVEL)	ELCAR
DICHLOBENIL (CASORON)	ELEMENTAL IODINE
DICHLOFENTHION (VC-13 NEMATICIDE)	EMO-NIK
DICHLONE (PHYGON)	EMULSAMINE (2,4-D; 2,4,5-T)
DICHLOROETHYL ETHER (CHLOREX)	ENDOPEST
DICHLOROPHENOL	ENDOSULFAN (THIODAN, ENDOCIDE, TIOVEL)
DICHLOROPROPENE (SHELL DD SOIL FUMIGANT)	ENDOTHALL (AQUATHOL)
DICLOFOB METHYL (HOELON)	ENDRIN
DICOFOL (KELTHANE, ORTHOTRAN)	EPN
DIELDRIN	EPTC (EPTAM, ERADICANE)
DIENOCHLOR (PENTAC)	ERBON
DIETHATYL ETHYL (ANTOR)	ESFENVALERATE (ASANA XL)
DIFENZOQUAT METILSULFATE (AVENGE)	ESTER WEED KILLER (LVE)
DIFLUBENZURON (DIMILIN)	ETHALFLURALIN (SONALAN, CURBIT)
DIKAR (MANCOZEB + DINOCAP)	ETHAZOLE, ETRIDIAZOLE (TRUBAN, KOBAN)
DIKEGULAC SODIUM (ATRINAL)	ETHEPHON (ETHREL, FLOREL, CERONE)
DIMETHIPIN (HARVADE)	ETHION
DIMETHOATE (CYGON)	ETHOFUMESATE
DIMETHYL AMINO-4-THIOCYANO BENZENE	ETHOPROP (MOCAP)
DIMETHYL PHOSPHATE	ETHOXYQUIN (DECCOQUIN)
DIMETHYL SULFOXIDE	ETHYL CARBAMATE (CLOORIN)

ETHYLENE DIBROMIDE (DOWFUME)	GRANOX P-F-M (MANEB+CAPTAN+MOLYBDENUM)
ETHYLENE DICHLORIDE	HALOSULFURON (PERMIT)
EXOTHERM THERMIL	HALOXYFOP-METHYL (VERDICT)
FAMPHUR (WARBEX)	HEPTACHLOR
FENAMINOSULF (LESAN, DIAZOBEN)	HERBIMAX
FENAMIPHOS (NEMACUR)	HEXACHLORIDE
FENARIMOL (RUBIGAN)	HEXACHLOROBENZENE
FENAVAR	HEXAZINONE (VELPAR)
FENBUTATIN-OXIDE (VENDEX)	HEXYTHIAZOX (SAVEY)
FENITROTHION	HYDROCHLORIC ACID
FENOXAPROP-ETHYL (ACCLAIM, CHEYENNE)	HYDROCYANIC ACID
FENOXYCARB	HYDROPRENE (GENCOR)
FENPROPATHRIN (DANITOL)	HYDROXYDIPHENYL+CAMPHOR+CRESOTE
FENSULFOTHION (DASANIT)	IMAZAPYR (ARSENAL)
FENTHION	IMAZAQUIN (SCEPTER)
FENURON (DYBAR)	IMAZETHAPYR (PURSUIT)
FENVALERATE (PYDRIN, ECTRIN)	INDANDIONE (PIVALYN)
FERBAM (CARBAMATE, FERMATE)	INDOLE-3-BUTYRIC ACID (HORMODIN)
FERROUS SULFATE	INVERT
FLO-MO	IODOPHOR (IODINE BASED DISENFECTANT)
FLUAZIFOP-P-BUTYL (FUSILADE)	IOXYNIL+MECOPROP (MYLONE)
FLUCYTHRINATE (PAY-OFF)	IPRODIONE (ROVRAL, CHIPCO 26019)
FLUOMETURON (COTORAN)	IRON OXIDE & IRON OXIDE HYDROXIDE
FLUORODIFEN (PREFORAN)	IRON SULFATE
FLURIDONE (SONAR)	IRON/COPPER/ZINC/SULFUR
FLURPRIMIDOL	ISAZOFOS
FLUSILAZOLE (NUSTAR, OLYMP, PUNCH)	ISOBORNYL THIOCYANOACETATE
FLUVALINATE (MAVRIK)	ISOFENPHOS (OFTANOL)
FOLPET (THIOPHAL, PHALTAN)	ISOPARAFFINIC HYDROCARBON SOLVENT
FOMESAFEN (REFLEX, TORNADO)	ISOPROPALIN (PAARLAN)
FONOFOS (DYFONATE)	KARBUTILATE (TANDEX)
FORMALDEHYDE (FORMALIN)	KINOPRENE (ENSTAR)
FORMETANATE HYDROCHLORIDE (CARZOL)	KNAA
FOSETYL-AL (ALIETTE)	KRENITE (FOSAMINE, AMMONIUM SALT)
FOSTHIAZATE	LACTOFEN (COBRA)
FOSTHIETAN (NEM-A-TAK)	LAMBDA-CYHALOTHRIN (KARATE, TEFLUTHRIN)
FUMARIN	LAVATOX 434
FURACIN	LEAD ARSENATE
FURADAN & THIMET	LEAD HYDROGEN ARSENATE
GENATE PLUS (+SIMAZINE OR +BUTYLATE)	LEAD/BROMIDE/CHLORIDE
GLYODIN (CRAG 341, GLYOXIDE)	LIMALUM (PHOSPHORIC ACID)
GLYPHOSATE (ROUNDUP, HOEDOWN)	LIME SULFUR (CALCIUM POLYSULFIDES)
GLYTAC	LINDANE(GAMMA BHC OR HCH,ISOTOX,GAMMEX)
GOLDEN LEAF TOBACCO SPRAY	LINSEED OIL
ETHYLENE DIBROMIDE (DOWFUME)	LINURON (LOROX, LINEX)

LINURON/CHLORIMURON-ETHYL (GEMINI)	MGK 264 (OCTACIDE 264, VAN DYK 264)
LIQUID COPPER	MILLER AIDE (DI-1-P-MENTHENE)
LIQUID IRON	MOLYNOCULANT
LIQUID ZINC	MONOCARBAMIDE DIHYDROGEN SULFATE(ENQUIK)
LOTORAN	MONOCROTOPHOS (AZODRIN)
LUPROSIL (PROPIONIC ACID)	MONOSODIUM METHANEARSONATE (TRANS-VERT)
LYSOFF	MONURON (TELVAR)
MAGNESIUM ARSENATE	MOROCIDE
MALACHITE GREEN	MYCLOBUTANIL (SYSTHANE, RALLY)
MALATHION (CYTHION)	N-DECANOL
MALEIC HYDRAZIDE (MH-30, SUCKER STUFF)	NAA
MANCOZEB (DITHANE M-45, MANZATE 200)	NABAM (PARZATE)
MANEB (MANEX)	NALCOTROL
MANGANESE	NALED (DIBROM)
MANGANESE CHLORIDE	NAPHTHALENE
MANGANESE CITRATE	NAPHTHALENEACETAMIDE (AMID-THIN W)
MANGANESE SULFATE	NAPROPAMIDE (DEVRIKOL)
MANGANESE/ZINC/WATER	NAPTALAM (ALANAP, RESCUE, KLEAN KROP)
MARGOSAN-O	NEEM OIL
MCPA (RHOMENE)	NIACIDE
MCPP (POTASSIUM SALT)	NIAGRA PEANUT DUST 4-80
MEFLUIDIDE (EMBARC, VISTAR)	NICOTINE (BLACK LEAF 40)
MEMA (PANOGEN)	NICOTINE SULPHATE
MEPIQUAT-CHLORIDE	NITRALIN (PLANAVIN)
MERCURIC LACTATE (PURATIZED B-2)	NITROFEN (TOK)
MERCURY	NITROGEN ZINC SPRAY (NZN)
METALAXYL (RIDOMIL, APRON, SUBDUE)	NORFLURAZON (SOLICAM, ZORIAL)
METALDEHYDE (SLUGS 'N SNAILS)	NORURON (HERBAN, NOREA)
METAM-SODIUM (VAPAM, CARBAM)	O,O, DIMETHYL BAZOTRIAZINE PHOSPHORO
METHAMIDOPHOS (MONITOR)	O,O, DIMETHYL PHOSPHORODITHIOATE
METHIDATHION (SUPRACIDE 2E)	OPHENYLPHENATE
METHIOCARB (MESUROL)	ORNAMEC
METHOMYL (LANNATE, NUDRIN)	ORTHO ISOTOX/CARBARYL
METHOPRENE	ORTHOMITE
METHOXYCHLOR (MARLATE)	ORTHOXENOL (ORTHO-PHENYLPHENOL)
METHYL ARSENATE	ORYZALIN (SURFLAN)
METHYL BROMIDE (BROM-O-GAS, BROM-O-SOL)	OVATION
METHYL OCTANOATE (OFF-SHOOT)	OVEX (CHLORFENSON)
METHYL PARATHION (PENNCAP-M)	OXADIAZON (RONSTAR)
METIRAM (POLYRAM 80WP, DF)	OXAMYL (VYDATE)
METOBROMURON (PATORAN)	OXYDEMETON-METHYL (METASYSTOX-R)
METOLACHLOR (DUAL)	OXYFLUORFEN (GOAL)
METRIBUZIN (SENCOR, LEXONE)	OXYTHIOQUINOX (MORESTAN)
MEVINPHOS (PHOSDRIN)	PARAFORMALDEHYDE
MEXACARBATE (ZECTRAN)	PARAQUAT (GRAMOXONE)

PARATHION (PHOSKIL)	PROFLURALIN (TOLBAN)
PARINOL (PARNON)	PROMETON (PRAMITOL)
PARIS GREEN (COPPER ACETOARSENITE)	PRONAMIDE (KERB, PROPYZAMIDE)
PAY-OFF SUCKER CONTROL	PROPACHLOR (RAMROD)
PBO/PYRETHRINS	PROPANIL (STAMPEDE)
PCNB (TERRACLOR, TERRA-COAT)	PROPARGITE (COMITE, OMITE, ORNAMITE)
PCP (PENTA, PENTACHLOROPHENOL)	PROPazine (MILOGARD)
PEBULATE (TILLAM)	PROPETAMPHOS (SAFROTIN)
PENDIMETHALIN (PROWL, SQUADRON)	PROPICONAZOLE (TILT)
PENTAC/FLURALINATE	PROPOXUR
PENTACHLORONITROBENZENE	PROPYLENE GLYCOL
PENTACHLOROPHENOL/BROMACIL	PYRAZOPHOS
PENTACHLOROPHENOL/HEPTACHLOR	PYRET/PBO/MGK-264/FENVALERATE
PERMETHRIN (ECTIBAN, POUNCE, AMBUSH)	PYRET/PBO/MGK-264/METHOPRENE
PESTICIDE PAINT	PYRETHRINS (DELTAMETHRIN, DECIS)
PHENAMIPHOS	PYRIDATE (TOUGH, PYRON, LENTAGRAN)
PHENMEDIPHAM (SPIN-AID)	PYRIFENOX
PHENOL THIOZINE	Q O THEA
PHENOTHIAZINE (WORM MEDICINE)	QUIZALOFOP-ETHYL (ASSURE, TARGA)
PHENOXYPHENYL	RACK GRANULAR HERBICIDE (ATRAZINE/FENAC)
PHENYLMERCURY ACETATE	RED SQUILL (DETHDIET, RODINE)
PHENYLMERCURY AMMONIUM ACETATE	RESMETHRIN
PHEROMONE	REWARD (RESPOND)
PHORATE (THIMET)	RONNEL (KORLAN)
PHOSALONE (ZOLONE)	ROTENONE
PHOSMET (IMIDAN, KEMOLATE, PROLATE)	SAFORS DEMOSS
PHOSPHAMIDON (DIMECRON, SWAT)	SESONE (CRAG HERBICIDE 1, SES)
PICLORAM (TORDON)	SETHOXYDIM (POAST)
PIPERAZINE (WORMER)	SIDURON (TUPERSAN)
PIPERONYL BUTOXIDE (PBO, BUTACIDE)	SILICON DIOXIDE
PIRIMICARB (PIRIMOR)	SILO GUARD
PLANT GROWTH REGULATOR (KLING TITE)	SILVEX (FRUITONE-T)
PLANTFUME	SILVIPLEX 4% CALCIUM
POLYBUTENE (RIMIFOOT, BIO-TAC)	SILVIPLEX 6% COPPER SULFATE
POLYISOBUTYLENE (ROOST NO MORE)	SILVIPLEX 6% IRON SULFATE
POLYRAM (MANEB + METIRAM)	SILVIPLEX 7% ZINC SULFATE
POTASSIUM CYANATE	SIMAZINE (PRINCEP, SIM-TROL)
POTASSIUM HYDROXIDE	SOAPS, PESTICIDAL (SAFER)
POTASSIUM IRON SULFATE HEXAHYDRATE	SODIUM ARSENATE
POTASSIUM PERMANGANATE	SODIUM BORATE (BORAX)
POTASSIUM SULFATE, CALCIUM HYDROGEN PHOS	SODIUM CACODYLATE
PRAMEX	SODIUM CHLORATE
PRIME (FLUMETRALIN)	SODIUM DIAZENESULFONATE (LESAN, DEXON)
PRIMISULFURON-METHYL (BEACON)	SODIUM FLUOALUMINATE (CRYOLITE)
PROCHLORAZ (PRELUDE, GENOIS)	SODIUM FLUORACETATE (COMPOUND 1080)

PARATHION (PHOSKIL)	PROPACHLOR (RAMROD)
PARINOL (PARNON)	PROPANIL (STAMPEDE)
PARIS GREEN (COPPER ACETOARSENITE)	PROPARGITE (COMITE, OMITE, ORNAMITE)
PAY OFF SUCKER CONTROL	PROPAZINE (MILOGARD)
PBO/PYRETHRINS	PROPETAMPHOS (SAFROTIN)
PCNB (TERRACLOR, TERRA COAT)	PROPICONAZOLE (TILT)
PCP (PENTA, PENTACHLOROPHENOL)	PROPOXUR
PEBULATE (TILLAM)	PROPYLENE GLYCOL
PENDIMETHALIN (PROWL, SQUADRON)	PYRAZOPHOS
PENTAC/FLURALINATE	PYRET/PBO/MGK 264/FENVALERATE
PENTACHLORONITROBENZENE	PYRET/PBO/MGK 264/METHOPRENE
PENTACHLOROPHENOL/BROMACIL	PYRETHRINS (DELTAMETHRIN, DECIS)
PENTACHLOROPHENOL/HEPTACHLOR	PYRIDATE (TOUGH, PYRON, LENTAGRAN)
PERMETHRIN (ECTIBAN, POUNCE, AMBUSH)	PYRIFENOX
PESTICIDE PAINT	Q O THEA
PHENAMIPHOS	QUIZALOFOP ETHYL (ASSURE, TARGA)
PHENMEDIPHAM (SPIN AID)	RACK GRANULAR HERBICIDE (ATRAZINE/FENAC)
PHENOL THIOZINE	RED SQUILL (DETHDIET, RODINE)
PHENOTHIAZINE (WORM MEDICINE)	RESMETHRIN
PHENOXYPHENYL	REWARD (RESPOND)
PHENYLMERCURY ACETATE	RONNEL (KORLAN)
PHENYLMERCURY AMMONIUM ACETATE	ROTENONE
PHEROMONE	SAFORS DEMOSS
PHORATE (THIMET)	SESONE (CRAG HERBICIDE 1, SES)
PHOSALONE (ZOLONE)	SETHOXYDIM (POAST)
PHOSMET (IMIDAN, KEMOLATE, PROLATE)	SIDURON (TUPERSAN)
PHOSPHAMIDON (DIMECRON, SWAT)	SILICON DIOXIDE
PICLORAM (TORDON)	SILO GUARD
PIPERAZINE (WORMER)	SILVEX (FRUITONE T)
PIPERONYL BUTOXIDE (PBO, BUTACIDE)	SILVIPLEX 4% CALCIUM
PIRIMICARB (PIRIMOR)	SILVIPLEX 6% COPPER SULFATE
PLANT GROWTH REGULATOR (KLING TITE)	SILVIPLEX 6% IRON SULFATE
PLANTFUME	SILVIPLEX 7% ZINC SULFATE
POLYBUTENE (RIMIFOOT, BIO TAC)	SIMAZINE (PRINCEP, SIM TROL)
POLYISOBUTYLENE (ROOST NO MORE)	SOAPS, PESTICIDAL (SAFER)
POLYRAM (MANEB + METIRAM)	SODIUM ARSENATE
POTASSIUM CYANATE	SODIUM BORATE (BORAX)
POTASSIUM HYDROXIDE	SODIUM CACODYLATE
POTASSIUM IRON SULFATE HEXAHYDRATE	SODIUM CHLORATE
POTASSIUM PERMANGANATE	SODIUM DIAZENESULFONATE (LESAN, DEXON)
POTASSIUM SULFATE, CALCIUM HYDROGEN PHOS	SODIUM FLUOALUMINATE (CRYOLITE)
PRAMEX	SODIUM FLUORACETATE (COMPOUND 1080)
PRIME (FLUMETRALIN)	SODIUM FLUORIDE
PRIMISULFURON METHYL (BEACON)	SODIUM METABORATE/SODIUM CHLORATE
PROCHLORAZ (PRELUDE, GENOIS)	SODIUM PENTACHLOROPHENATE
PROFLURALIN (TOLBAN)	SODIUM SULFITE
PROMETON (PRAMITOL)	SODIUM TETRACHLOROPHENATE
PRONAMIDE (KERB, PROPYZAMIDE)	SODIUM THIOSULPHANATE+NUX VOMICA+ARSENIC

SODIUM TRICHLOROACETATE (TCA)	THIRAM (ARASAN, THYLATE)
SORBA SPRAY ZNP	THIRAM+MOLYBDENUM (MOLY T)
SPOTTON	TIN BASED PESTICIDES
STREPTOMYCIN (SULFATE OR NITRATE)	TIPNIP
STRYCHNINE (NUX VOMICA)	TOP COP WITH SULFUR
STYRENE DIBROMIDE (DOWSPRAY 9)	TOXAPHENE
SUCKER PLUCKER	TRIADIMEFON (BAYLETON)
SULFALLATE (VEGADEX, CDEC)	TRIASULFURON (AMBER)
SULFOMETURON METHYL	TRIAZINE AMINE
SULFOQUINOXALINE (ANTI K)	TRIBASIC COPPER SULFATE (TOP COP)
SULFOTEP (BLADAFUM)	TRIBUFOS
SULFUR	TRICHLORFON (DYLOX, DIPTEREX, PROXOL)
SULFUR OXIDE	TRICHLOROBenzoic ACID
SULFURIC ACID	TRICLOPYR (GARLON)
SUSPEND	TRIDIPHANE (TANDEM)
SUTAZINE (BUTYLATE + ATRAZINE)	TRIFLURALIN (TREFLAN, TRILIN)
TDE (DDD, RHOTHANE)	TRIFLURALIN+METRIBUZIN (SALUTE)
TEAM (TRIFLURALIN+BENEFIN)	TRIFORINE (FUNGINEX)
TEBUTHIURON (SPIKE)	TRIPHENYLtin HYDROXIDE(SUPER TIN,DU TER)
TECMANGAM	TRIPLE NOCTIN (MO+THIRAM+N FIXING BACT.)
TEFLUTHRIN (FORCE)	TURBO (METRIBUZIN+METOLACHLOR)
TEMEPHOS	UNICONAZOLE P
TENN COP (CITCOP)	VAPONA
TERBACIL (SINBAR)	VERNOLATE (VERNAM)
TERBUFOS (COUNTER)	VIKANE
TERBUTHYLAZINE	VINCLOZOLIN (RONILAN, VORLAN)
TERMIL	VORLEX (METHYL ISOTHIOCYANATE, ET. AL.)
TERPINE POLYCHLORINATES (STROBANE)	W 85 FUMIGANT
TERR O CIDE	WARFARIN
TERRAMYCIN	WEEDAR
TETRACHLOROETHYLENE (PERCHLORETHYLENE)	ZINC BORATE
TETRACHLOROISOPHTHALOMITRILE	ZINC CHLORIDE
TETRACHLOROTHIOPHENE (PENPHENE)	ZINC NAPHTHENATE
TETRACHLORVINPHOS (RABON, GARDONA)	ZINC PHOSPHIDE (ZP, GOPHA RID, PHOSVIN)
TETRADIFON (TEDION)	ZINC SULFATE
TETRAETHYL PYROPHOSPHATE (TEPP, TETRON)	ZINC SULFER
TETRAMETHRIN	ZINEB (DITHANE Z 78)
THIABENDAZOLE (ARBOTECT, MERTECT)	ZIRAM
THIACYANO ETHYL ESTER	ZYBAN
THIFENSULFURON METHYL (HARMONY, PINNACLE)	1 NAPHTHALENEACETIC ACID (TRE HOLD)
THIODICARB (LARVIN)	1,3 DICHLOROPROPENE
THIOFANOX (DACAMOX)	2,2 DICHLOROVINYL METHYL PHOSPHATE
THIOPHANATE	2,4 D (ESTERON, WEED RHAP, WEED B GON)
THIFENSULFURON METHYL (HARMONY, PINNACLE)	2,4 D/2,4,5 T (WEEDONE 1BK)
THIODICARB (LARVIN)	2,4 DB (BUTYRAC, BUTOXONE)
THIOFANOX (DACAMOX)	2,4,5 T
THIOPHANATE	8 QUINOLINOL (BIOQUIN, CHINOSOL, FULEX)
THIOPHANATE METHYL (TOPSIN M, DOMAIN FL)	

ATTACHMENT G

Potential Pesticide Container Sizes and Average Container Weights

85 Gal Metal Drums - 76 lbs.

55 Gal. Fiber Drums - 17 lbs.

55 Gal Metal Drums - 50 lbs.

55 Gal. Plastic Drums - 22 lbs.

30 Gal Metal Drums - 36 lbs.

30 Gal Plastic Drums - 15 lbs.

16 Gal. Plastic Kiln - 8 lbs.

5 Gal Metal Pail - 2 lbs.

5 Gal Plastic Pail - 3 lbs.

Intermediate Bulk Containers (IBC) and Minibulk shuttles – weight varies

ATTACHMENT I

PARTICIPATING LOCALITIES

2024 (29)

<u>Counties (21)</u>	<u>Cities (8)</u>
Alleghany	Bristol
Bland	Clifton Forge
Botetourt	Covington
Buchanan	Galax
Carroll	Norton
Craig	Radford
Dickenson	Roanoke
Floyd	Salem
Giles	
Grayson	
Lee	
Montgomery	
Pulaski	
Roanoke	
Russell	
Scott	
Smyth	
Tazewell	
Washington	
Wise	
Wythe	

2025 (33)

<u>Counties (18)</u>	<u>Cities (15)</u>
Accomack	Chesapeake
Charles City	Colonial Heights
Chesterfield	Emporia
Dinwiddie	Franklin
Goochland	Hampton
Greensville	Hopewell
Hanover	Newport News
Henrico	Norfolk
Isle of Wight	Petersburg
James City	Poquoson
New Kent	Portsmouth
Northampton	Richmond
Prince George	Suffolk

Powhatan	Virginia Beach
Southampton	Williamsburg
Surry	
Sussex	
York	

2026 (24)

<u>Counties (18)</u>	<u>Cities (6)</u>
Arlington	Alexandria
Caroline	Fairfax
Essex	Falls Church
Fairfax	Fredericksburg
Gloucester	Manassas
King & Queen	Manassas Park
King George	
King William	
Lancaster	
Loudoun	
Mathews	
Middlesex	
Northumberland	
Prince William	
Richmond	
Spotsylvania	
Stafford	
Westmoreland	

2027 (27)

<u>Counties (20)</u>	<u>Cities (7)</u>
Albemarle	Buena Vista
Augusta	Charlottesville
Bath	Harrisonburg
Clarke	Lexington
Culpeper	Staunton
Fauquier	Waynesboro
Fluvanna	Winchester

Frederick
Greene
Highland
Louisa
Madison
Nelson
Orange
Page
Rappahannock
Rockbridge
Rockingham
Shenandoah
Warren

2028 (23)

<u>Counties (18)</u>	<u>Cities (4)</u>
Amelia	
Amherst	Danville
Appomattox	Lynchburg
Bedford	Martinsville
Brunswick	South Boston
Buckingham	
Campbell	
Charlotte	
Cumberland	
Franklin	
Halifax	
Henry	
Lunenburg	
Nottoway	
Mecklenburg	
Patrick	
Pittsylvania	
Prince Edward	