REQUEST FOR PRE-QUALIFICATION FOR CONTRACTORS LIST
CONTRACTORS STATEMENT OF QUALIFICATIONS

Issue Date: February 12, 2007 QCL # 301-07-004

Title: Gypsy Moth Trapping Program – Establishment of a Qualified Contractor's List

Commodity Code: 94549

Issuing Agency: Virginia Department of Agriculture & Consumer Services
Purchasing Office – 2nd Floor, Room 240
102 Governor Street – Oliver Hill Building
Richmond, Virginia 23219

Using Agency and/or Location Where Work Will Be Performed: Virginia, in the Counties of Amelia, Appomattox, Bedford, Bland, Brunswick, Buchanan, Carroll, Charlotte, Chesterfield, Cumberland, Dinwiddie, Floyd, Franklin, Giles, Greensville, Grayson, Halifax, Henry, Isle of Wight, Lunenburg, Mecklenburg, Montgomery, Nottoway, Patrick, Pittsylvania, Prince Edward, Pulaski, Russell, Smyth, Southampton, Sussex, Tazewell, Wythe and the Cities of Chesapeake, Suffolk and Virginia Beach.

Period Of Contract: From early April, 2007 to mid-September, 2007

Sealed Contractor Packages To Establish a Pre-Qualified Bidder's List for These Services Will Be Received Until: 2:00 p.m. on Friday, March 2, 2007 Then Opened in Public.

All Inquiries for Technical Information Should be Directed to: Pat Somerville, Telephone (540) 394-2507. Questions Related to Pre-Qualification Package Submission and/or Terms and Conditions of this Solicitation\Shall Be Directed To: Katherine Bosdell, CPPB, VCO, Senior Procurement Specialist , Telephone: (804) 786-3919 or e-mail, Kathy.bosdell@vdacs.virginia.gov.

QUALIFICATION PACKAGES MUST BE SENT OR HAND DELIVERED TO THE ISSUING AGENCY SHOWN ABOVE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE PACKAGE IS RECEIVED BY THE AGENCY ON OR BEFORE THE DATE/TIME REQUIRED. LATE OR UNSEALED PACKAGES SHALL NOT BE ACCEPTED.

In Compliance With This Request for Pre-Qualification and to All the Conditions Imposed Herein, The Undersigned Offers and Agrees to Abide by all Included and Incorporated Terms and Conditions of This Solicitation.

Name & Address Of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Name: _____
(Please Print)

E-Mail: _____ Telephone: _____

FEI/FIN/SSN NO: _____ Fax: _____

PRE-QUALIFICATION MEETINGS: Mandatory attendance is required at either one (1) of two (2) scheduled pre-qualification conferences and is a prerequisite for submitting a pre-qualification package. (Reference: Section III, page 11). NO ONE WILL BE ADMITTED 15 MINUTES AFTER THE START OF EACH MEETING.

eVA Vendor Registration: See Section IV, Paragraph X on page 19 for additional information.

RETURN OF THIS PAGE IS REQUIRED

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I. PURPOSE

The purpose of this solicitation is to allow interested individuals and/or contractors an opportunity to be pre-qualified for the Qualified Contractors List (QCL) to place and service gypsy moth traps in Virginia. The trapping will be on behalf of and in cooperation with the Virginia Department of Agriculture and Consumer Services (VDACS), an agency of the Commonwealth of Virginia, and the United States Department of Agriculture - Forest Service (USDA-FS).

NOTE: ACCEPTANCE, IN AND OF ITSELF, TO VDACS' QUALIFIED CONTRACTORS LIST DOES NOT CONSTITUTE NEITHER AN EXPRESSED NOR AN IMPLIED CONTRACT NOR IS IT A GUARANTEE OF WORK. TRAPPERS, HAVING BEEN PRE-QUALIFIED FOR THE QCL, WILL BE AFFORDED THE OPPORTUNITY TO BID ON GYPSY MOTH TRAPPING BID UNITS

II. SCOPE OF WORK:

The Qualified Contractor(s) (from here on, referred to as QC) shall furnish all labor, transportation, supervision, and data submission expense necessary to place, inspect, and remove traps in designated target sites in Virginia and submit trapping data to VDACS and/or Virginia Tech.

A. WORK PROCEDURES:

When VDACS has prepared all maps, bidding documents and final instructions/procedures for the Gypsy Moth Slow-the-Spread 2007 trapping program, fully qualified contractors shall be directly solicited by VDACS and provided all documents, requirements and any additional deliverables necessary to properly submit a bid or bids on Gypsy Moth Trapping Units for 2007.

B. PERSONNEL AND CODE COMPLIANCE:

The QC(s) shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for adequately supervising them at the work site to assure that the work is accomplished in compliance with all applicable laws, ordinances, rules, regulations and codes including Virginia OSHA requirements and the Virginia Uniform Statewide Building Code issued by the Department of' Housing and Community Development in effect on the date of the purchase order. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility.

C. CONTRACTOR REQUIREMENTS:

1. The QC may bid on more than **one** trapping unit ***only*** if they have been awarded a previous Virginia gypsy moth trapping contract and have completed the contract to the satisfaction of the VDACS-STS Office, or if they have had satisfactory past working experience as a gypsy moth trapper in another state or federal gypsy moth trapping program. NOTE: You shall

be removed from *pre-qualified* status if you have not satisfactorily completed a contract for VDACS or another state or federal gypsy moth trapping program.

2. All QC who bid on multiple trapping units shall be required to name additional personnel to work with them on the trapping units. These individuals shall be identified in the actual bid package portion of this process, not during this pre-qualification phase. **NOTE: QC's shall not be allowed to utilize as trapping assistants any individual debarred or prohibited by VDACS from bidding on their own trapping units. It is the responsibility of the QC to determine the work eligibility of any potential trapping assistant.**

3. <u>All QC shall attend mandatory pre-trapping/post award training, unless specifically exempted by VDACS STS personnel.</u>

D. CONTRACTOR RESPONSIBILITIES:

1. Provide personnel to construct traps according to specifications. Provide personnel and transportation to place, inspect, and pull traps per each bid unit and not exceed a 5% omit rate. No adjacent sites will be omitted. **All omitted trap sites must first be approved by VDACS-STS Trapping Coordinator.** Traps are to be placed inside a predetermined target circle on public and private lands with site-specific data recorded on each trap and GPS coordinates obtained on site with site specific data recorded on VDACS-STS logbooks.

2. Provide adequate supervision and direction to employees, agents and subcontractors.

3. Accept responsibility for maintaining and distributing trapping supplies and materials in a manner that minimizes loss and waste.

4. Be responsible for replacement cost of abused or lost VDACS issued equipment.

5. <u>All contractors, their employees, agents and subcontractors</u> shall attend a one to two day training session provided by VDACS at a location to be announced. The contractor shall provide, at their own expense, all transportation and lodging necessary to participate in this training. See Section II, Paragraph L herein for additional information.

6. Contractors shall be required to work with VDACS personnel for no less than one weekday (excluding holidays) during the trapping season to ensure trapping guidelines are followed. For in field training, new contractors and their personnel will be accompanied on their first day of placing traps.

VDACS reserves the right to accompany contractors/trappers for multiple days during the trapping season.

7. Obtain trap placement, inspection, and pull information into Global Positioning System (GPS) unit on site for each trap site visit.

8. Contractor or any agent of the contractor shall not make any changes to the GPS setting or manipulate stored data by any means (i. e. software, cables, manual entries or deletions) unless granted prior permission by VDACS,

9. Verify positive identification of moths collected in traps and submit the same to the VDACS office in sealed bags provided by VDACS-STS. Site specific information will be recorded on each bag as required by the Gypsy Moth Trapping Manual.

10. Meet as scheduled by VDACS personnel for transfer of needed supplies, download of GPS data, marking maps, and submission of required paperwork, moth catches and (at end of season) return of traps.

11. Contact property owners for permission to place traps on their property and promptly address any property owner complaints as instructed by VDACS Office.

12. Complete and maintain VDACS-STS issued paper back-up trap placement, inspection, and pull logs including directions to the site as required by the Gypsy Moth Trapping Manual.

13. Keep VDACS informed of trapping program status.

14. Contact VDACS with error corrections **before** next weekly download.

15. Promptly fax, email or mail any necessary data reports to VDACS personnel.

16. Have telephone with answering machine or voice mail available so contractor/trapper can be personally reached by VDACS within a 24-hour period.

17. Return all requested calls to VDACS as soon as possible, but at least by the end of the next VDACS business day.

18. **All contractors/trappers shall download their GPS data each week unless given approval by the VDACS-STS Trapping Coordinator to skip the scheduled download**. **Contractor/trapper must request in advance, and receive approval, if they wish to skip a scheduled download on a particular week.**

18. Comply with any local, state, and or federal guidelines for bio-security procedures (Examples: Avian Flu, Foot and Mouth Disease). See ATTACHMENT H herein for current bio-security guidelines.

E. VDACS RESPONSIBILITIES:

1. Furnish USGS topographical maps (some maps may be black and white copies), **one** global positioning system (GPS) unit, 8 AA batteries for each GPS unit, traps, pheromone, pesticide strips, latex gloves, twist ties, coat hangers, staple guns, staples, permanent markers, flagging, door hangers, trash bags and clipboard for each trapping unit. Safety vests, snake leggings and compasses will be provided if inventory is available. New contractors will be given preference.

2. Conduct a one to two day training session for all contractors**,** their employees, agents and subcontractors at a location to be announced.

3. Periodically evaluate trap placement and perform quality control checks on at least 10 percent of the contractor's traps.

4. Assume responsibility for any treatments or other activity required upon identifying a gypsy moth population.

5. Written evaluations of contractor's performance shall be completed and filed with the official contract file. Adverse evaluations shall be provided to the contractor; others provided to the contractor upon his or her request. New contractors will be provided performance evaluations for positive reinforcement and/or for notification of expected improvement in specified areas for future contracts.

F. TRAPPING GRID: Traps shall be set on an 8 kilometer, 3 kilometer, 2 kilometer, 1 kilometer, or 500 meter trapping grid, depending on the previous year's trap catch. The diameter of an 8k target circle is approximately 16,000 feet, while a 500 meter target circle is approximately 1,000 feet**.** If a trap cannot be set due to inaccessibility or safety concerns, it may be omitted after approval from VDACS personnel. **All omitted trap sites must first be approved by VDACS personnel.** No more than 5 percent of the traps assigned per bid unit may be omitted. **Adjacent omits are not acceptable.**

G. MAP AND TRAP ABBREVIATION AND NUMBERING: All maps are marked with an abbreviated name and have a systematic numbering system recognized by the database. The abbreviated names and trap numbers on the maps must correspond with the traps found in the field.

H. ACCESSIBILITY TO PRIVATE PROPERTY: Trappers will be working primarily on private property. It shall be the trapper's responsibility to make contact

with the landowner and gain access in order to place the traps. If the landowner denies access to the trapper, he/she should attempt to get the landowner's name, address, and telephone number and report it to the trapping coordinator. Any use of all terrain vehicles will have to be approved by the landowner or the agency responsible for the property.

I. TRAP PLACEMENT:

1. Trap placement will begin in April. Eastern and Central areas will begin approximately two (2) weeks prior to the Western areas. Final placement schedules will be provided in the actual bid documents, Phase II of this process.

2. Many sites will not be accessible by vehicle and will require hiking to get within the target circle. **Sufficient flagging to trap site shall be required as an aid for trap inspections and quality control checks.**

3. Traps shall be hung on trees approximately 4½ to 5 feet off the ground inside the predetermined target circle. Traps shall not be placed on telephone poles, fence posts or road signs. Avoid hanging traps on trees that will be covered with poison ivy/oak, honeysuckle, or other vegetation in the summer months. This will hamper the trap's effectiveness and visibility during the midseason and final checks. Traps can become very difficult to relocate later in the season because of vegetative growth. It is imperative that sufficient marking ribbon is used and specific trap location notes are kept. It is the trapper's responsibility to ensure that all trap sites are well marked and/or noted so they can be relocated.

4. All traps must have the trapper's initials, quad abbreviation, site number, grid type, date placed, date inspected, and the VDACS-STS office telephone number written on them with an indelible marker.

5. Trappers shall be required to stay at each trap site until the GPS unit obtains a 3D GPS location. If the GPS unit has been unable to obtain this information from the satellites within five minutes, the trapper must manually enter the trap site information into the unit. If a trap location is manually entered into the GPS unit, it is the trapper's responsibility to make sure that the trap is actually located inside the target circle and “manual” entry is entered on the logbook with the reason noted.

6. Trappers shall complete and maintain a VDACS-STS issued paper back-up log showing quad, site number, date placed, UTM coordinates, trap type for each trap placement site and directions to the site. Site record information will be recorded on the logbook in the order of trap placement.

7. Contractors/trappers shall be required to meet with VDACS personnel once a week during trap placement to download GPS placement records, mark maps,

submits placement logbooks and transfer of needed supplies. VDACS personnel shall determine the meeting location

H. MID-SEASON CHECKS:

1. All contract traps must be checked once during the mid-season monitoring period. Traps placed first are to be checked first to help ensure traps are not in the field for a prolonged period of time without being serviced. Mid-season inspection schedules will be provided in the actual bid documents, Phase II of this process. **VDACS-STS reserves the right to eliminate some or all of the mid-season inspections if funding is restricted. If some or all of the mid-season inspections are eliminated, notification shall be made in Phase II of this process.**

2. Traps must be opened, emptied of all matter and examined to determine if the trap is still functional during the mid-season visit. All missing or damaged traps must be replaced immediately. Replaced traps must have **"replaced"** written on the trap and date replaced. Moth catches shall be recorded in the GPS unit and on the logbook. All moths caught will be placed in VDACS issued plastic bags and will be identified with quad, site number, date and <u>number of</u> <u>gypsy moths</u> caught. .

3. Each trap must be dated with an indelible marker during midseason checks. **Traps that have not been dated, or dated with marks that have washed off, will be treated as traps that have not been checked.**

4. During mid-season checks, trappers shall be required to stay at each trap site until the GPS unit obtains a 3D GPS location. If the GPS unit has been unable to obtain this information from the satellites within five minutes, the trapper shall be required to manually enter the trap site information into the unit and note "manual" entry on the logbook with the reason noted.

5. Trappers shall complete and maintain VDACS-STS issued paper back-up log showing quad, site number, date checked, trap condition, and gypsy moths collected for the mid-season check. Logbook records shall be listed in the order mid-season inspections are made. Unless otherwise notified, <u>all trappers shall bring their gypsy moths catches, as described in paragraph 2, to scheduled downloads so that VDACS personnel can insure proper identification is made and moth count corresponds to GPS download records and logbooks.</u>

6. Contractors/trappers shall be required to meet with VDACS personnel once a week during the mid-season trap check period to download GPS mid-season trap inspection records, submit logbooks and bagged gypsy moth catches and transfer of needed supplies. VDACS personnel shall determine the meeting location.

I. FINAL TRAP INSPECTION/REMOVAL:

1. Central and Eastern areas will begin approximately two (2) weeks prior to the Western areas. All Central and Eastern trap inspections/removals shall be completed by August 29 and Western areas completed by September 11. Final trap inspection/removal schedules will be provided in the actual bid documents, Phase II of this process. Traps checked first during the midseason must be pulled first. Exceptions can be made for traps located at higher elevations. Trappers are required to remove traps, staples, coat hangers and flagging from all sites. **Unless otherwise notified, all contractors/trappers shall bring final inspected/pulled traps (coat hangers removed from trap) to VDACS personnel for verification of traps pulled.** Traps will be <u>completely opened at the bottom</u> to ensure <u>all</u> moths are found. Traps shall be flatten before submitted to VDACS. **Moths caught will be placed in sealed labeled bags with site info and brought to VDACS personnel for confirmation of proper identification and moth count.** If contractor/trapper is not required to return traps to VDACS, the traps, pheromone, insecticide strips, flagging and coat hangers should be placed in plastic garbage bags and taken to appropriate town or county landfills.

2. Trappers shall be required to stay at each trap site until the GPS unit obtains a 3D GPS location. If the GPS unit has been unable to obtain this information from the satellites within five minutes, the trapper must manually enter the trap site information into the unit and note "manual" entry on the logbook with the reason noted.

3. Trappers shall complete and maintain VDACS-STS issued paper back-up log showing quad, site number, date pulled, trap condition, and gypsy moths collected for the trap removal visit. Log book records will be listed in the order final inspection/pulls are made.

4. Contractors/trappers shall be required to meet with the VDACS personnel once a week to download GPS final trap inspection/pull records, submit logbooks, bagged gypsy moth catches and traps pulled. VDACS personnel shall determine the meeting location.

5. Unless extenuating circumstances beyond the control of the trapper warrant it, any traps found in the field by VDACS personnel after completion of trap pulls shall have liquidated damages assessed. This situation jeopardizes the contractor's future classification as qualified bidder. Documentation of extenuating circumstances is required and subject to review, confirmation and approval by VDACS.

J. STORAGE AND HANDLING OF TRAPS, PHEROMONE AND INSECTICIDE STRIPS: Traps and trap parts must be stored in a secure area protected from weather, vandalism, etc. Pheromone must be stored in a freezer until used. Once removed from the freezer, it is effective for about twelve weeks at 85

degrees Fahrenheit or below. Sustained temperatures above 85 degrees Fahrenheit decrease the longevity and effectiveness of the pheromone. Insecticide strips are not to be removed from the protective packet and placed in the trap until ready for use. Traps with installed pesticide strips must be kept in airtight plastic bags while in the vehicle to prevent the occupants from breathing insecticide fumes. Insecticide strips must be stored in a cool, protected area prior to use. Used pesticide strips must be disposed of according to label directions.

K. EQUIPMENT CARE AND RESPONSIBILITY: It shall be the responsibility of the Contractor to ensure all VDACS issued equipment is properly cared for. Replacement costs of safety vests, compasses, GPS units and accessories, staple guns, and snake leggings, which have been abused or lost, shall be required from the Contractor.

L. ORIENTATION AND TRAINING: Contractors must attend a one to two day training session. Sessions will run from approximately 8:00 a.m. to 5:00 p.m. Any lodging and transportation expenses incurred by the Contractor shall be paid for by the Contractor. Late arrivals and/or failure of Contractor and trapping assistants to attend the training sessions may result in the Contractor being deemed in default. Dates, times and locations for the Orientation and Training sessions will be provided in the Bid Packages, Phase II of this process.

M. SAFETY PRECAUTIONS: In the course of performing their trapping responsibilities, Contractors and their trapping assistants shall take precautionary measures regarding the following.

1. Handling Insecticide Strips - The insecticide used to kill captured moths in milk carton traps is manufactured as an insecticidal strip called VAPORTAPE II. It is toxic and the trapper must use extreme caution and care when handling. Latex gloves provided by the STS office must be worn during the handling of the pesticide strips. Trappers must not drive a vehicle with traps containing open insecticidal strips. Fumes will accumulate in the vehicle and could cause medical problems as a result of the exposure. Insecticidal strips must be stored in a cool, dark place out of the reach of children.
2. Vehicles - The use of a vehicle is essential for placement and monitoring of traps. Trappers must have a valid driver's license and a vehicle in good running condition. Many of the access roads the trapper will have to travel on are unimproved field and forest logging roads. A four-wheel drive vehicle is recommended for many of the hard to reach trap sites. Caution must be used while traveling and working on or near any road.

3. Animal Bites - Rabies affects many varieties of mammals. Trappers should try to avoid contact with wild or unfamiliar domestic animals as much as possible.

4. Snakes - Poisonous snakes do occur within the trapping areas. Trappers will familiarize themselves with the identity and habits of each, wear appropriate

boots or snake leggings, and use extreme caution around suspect areas where snakes may inhabit.

5. Bee Stings, Insect, Spider and Tick Bites - Some people develop allergic reactions to bee stings. Those with known sensitivities should carry appropriate medication. Medical attention should be sought immediately for any bee sting, insect, or spider bite that results in adverse swelling, breathing, or itching reactions. Ticks can transmit Rocky Mountain Spotted Fever and Lyme Disease. Wear approved repellents, inspect clothing and body surfaces frequently, and wash hair and body thoroughly as soon as possible when returning from the field.

6. Poisonous Plants - Poison ivy, oak, and sumac cause severe skin irritation in some people. Learn to identify these plants and avoid them, or wear protective clothing. Wash thoroughly after contact with them.

7. Sprains and/or Broken Bones - Trappers will frequently be working in rough terrain and should use extreme caution when walking over fallen trees, down steep slopes and crossing streams.

8. Eye Injuries – Trappers will use caution when working in dense vegetation to avoid injuries to the eye from tree branches, leaves, and other debris.

9. Heat Stress - The body can lose a large amount of water in a short period of time when the weather is hot and dry. To avoid dehydration and heat stress, the trapper should set a moderate work pace, drink plenty of water, and take rest breaks. A plentiful supply of drinking water should be taken to the field.

III. MANDATORY PRE-QUALIFICATION CONFERENCE

These conferences are held to fully discuss pre-qualification conditions, requirements, state mandates, etc. and also to review contract conditions and requirements. The conference will help familiarize interested parties as comprehensively as possible with all aspects of the gypsy moth trapping program so they will have a better understanding of the time and expenses involved in a project of this nature. Topographic maps of the contract bid units may be available for review at these conferences. Attendance at **one** of these conferences will be a ***prerequisite for submitting a pre-qualification package. Pre-qualification packages will only be accepted from those individuals and contractors represented at the conference(s)***. Attendance will be evidenced by the representative's signature on the attendance roster. The meetings will start promptly at the assigned times. No one will be admitted 15 minutes after the start of each meeting. Additional information and directions to each conference site may be obtained by contacting Larry Bradfield or Pat Somerville at (540) 394-2507.

Pre-qualification conferences are scheduled as follows:

Tuesday, February 20, 2007 at 2:00 pm
Heritage Preservation Center
115 W. Spiller Street
Wytheville, VA 24382

Wednesday, February 21, 2007 at 10:00 am
Christiansburg Library-Community Room
125 Sheltman Street
Christiansburg, VA 24073

Previously Pre-Qualified Contractors are not required to attend one of these meetings. See Attachment herein for the list of current Pre-Qualified Contractors.

IV. GENERAL TERMS AND CONDITIONS

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

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 and any litigation with respect thereto shall be brought in the 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 these requirements.

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:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

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 the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. 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. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth 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.

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 (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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 scope of the contract. An 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. 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. **TAXES: OMITTED**

R. **USE OF BRAND NAMES: OMITTED**

S. **TRANSPORTATION AND PACKAGING: OMITTED**

T. **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 REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. 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 must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Clarification: For individuals working alone in this contract; Automobile Liability and Commercial General Liability insurance is required. For those hiring trapping assistants all four (4) insurance requirements must be met.

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

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

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

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

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration

Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

NOTE: eVA REGISTRATION IS MANDATORY FOR ALL CONTRACTORS AND/OR INDIVIDUALS WISHING TO SUBMIT A PRE-QUALIFICATION PACKAGE FOR THE GYPSY MOTH SLOW-THE-SPREAD 2007 TRAPPING PROGRAM. 2007 TRAPPERS MUST ENSURE THEIR REGISTRATION IS CURRENT AND MUST RENEW THEIR REGISTRATION IMMEDIATELY UPON NOTIFICATION THAT EXPIRATION IS APPROACHING. ANY QUESTIONS, CONCERNS OR CONFUSION ABOUT THIS REQUIREMENT MUST BE DISCUSSED WITH THE CONTRACTING OFFICER LISTED ON PAGE ONE (1) OF THIS SOLICITATION PACKAGE.

V. SPECIAL TERMS AND CONDITIONS

A. **CONFLICT OF INTEREST:** By submitting this bid, the Bidder certifies that employment in this gypsy moth trapping program does not constitute a Conflict of Interest in regard to each of the following:

1. Contractors may not be a member of the immediate family of any employee of the Virginia Department of Agriculture and Consumer Services. "Immediate family" is defined as husband/wife, father/mother, son/daughter, brother/sister, grandfather/grandmother, or grandson/granddaughter.

2. Contractors shall also not be members of the Board of Agriculture, employees or officers of VDACS.

3. If the Contractor's personal circumstances, relating to possible conflicts of interest, change after the Contract is awarded, the Contractor shall immediately notify the VDACS Procurement Office. Depending on the degree of conflict, the Contractor understands that his/her Contract may be withdrawn/canceled and reissued to another Contractor. VDACS will only be responsible for payment to the Contractor for work completed through the date such notice was made.

B. **LIABILITIES OF CONTRACTOR AND VDACS:** VDACS will not assume any responsibility for loss or damage of equipment owned or operated by the Contractor, his employees, or subcontractors; or for the injury to or death of the Contractor, his agents, or employees or subcontractors. The Contractor will be responsible for any negligent or wrongful acts or omissions of the agents of the subcontractor or employees. The Contractor will hold and save VDACS harmless from all liability, from any death or damage to all persons (other than the liability of employees directly engaged in performing work under this Contract as provided under the Federal Employees Compensation Act) or to real or personal property. Further, the Contractor agrees to indemnify and hold harmless VDACS, and their agency and employees, from and against all claims, damages, losses, expenses, including

reasonable attorney's fees in case it shall be necessary to file an action arising out of performance of the work herein, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) cause and hold, or impart by Contractor's negligent act or omission, or that of a subcontractor of anyone employed by them or for whose acts the Contractor or subcontractor may be liable. The Contractor will not be responsible for any negligent or wrongful acts or omissions of VDACS and its employees.

C. **SUBCONTRACTORS:** No portion of the work shall be subcontracted without prior written consent of VDACS. In addition, no more than 50% of the work to be completed will be allowed to be subcontracted. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall first furnish to VDACS the names, qualifications, and experiences of their subcontractors. This information must be furnished to VDACS no later than thirty (30) days prior to trapping initiation. The Contractor shall, however, assume full liability and responsibility for the work to be done by the subcontractor and shall assure compliance with all requirements of the contract.

D. **ADDITIONAL INSURANCE:**

1. Coverage is to include Premises/Operations Liability, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

   The Contractor shall provide the Procurement Office with a Commonwealth of Virginia Certificate of Insurance for his firm, and if subcontractors are used, for specified subcontractor, prior to the start of any work under the contract. A thirty-day written notice of cancellation or non-renewal shall be furnished by certified mail to the Procurement Office at the address indicated on the solicitation.

   Additional information on approximate cost of insurance and coverage requirements may be obtained by contacting Larry Bradfield or Pat Somerville at (540) 394-2507.

2. My signature on this solicitation constitutes certification that, if I am awarded the contract, I shall obtain the required coverage, as specified above, within 10 days of notification of award.

E. **LIQUIDATED DAMAGES:** Because of the behavior of the gypsy moth, and the amount of time available to place and monitor the traps to be successful, it is hereby understood and agreed by the Bidder, that lack of communication and other unacceptable delays caused by the Contractor are costly to VDACS and damaging to the outcome of the program. Therefore, liquidated damages may be deducted for each occurrence of noncompliance. The Contractor's compliance with guidelines and standards may be determined by VDACS personnel at any time during the trapping season as well as post-season after all traps have been pulled. VDACS personnel

will randomly check and evaluate at least ten percent of the traps deployed within each trapping unit.

Liquidated damages may be assessed **but are not limited** to the following:

1. Inaccurate and improper trap placement outside or within target circle.

2. Improper trap construction (includes improper lure and insecticide attachment).

3. Failure to complete VDACS-STS issued "Trap Placement" and "Trap Inspection/Pull" logs as instructed.

4. Insufficient flagging for contractor or VDACS personnel to easily locate the trap site on subsequent visits.

5. Incomplete and inaccurate data provided on traps including the trapper's initials, quad abbreviation, trap number, grid type, date placed, date checked, the VDACS-STS telephone contact number, and failure to use indelible ink.

6. Inaccurate and untimely submissions of gypsy moth trap site data into GPS unit and onto VDACS-STS issued logbooks.

7. Failure to meet with the QC inspector weekly in a punctual and timely manner during normal VDACS office hours to download GPS data.

8. Failure to contact VDACS personnel in advance and receive approval to skip a weekly download session..

9. Failure to contact VDACS with error corrections **before** next weekly download.

10. Failure to meet trap placement, mid-season inspection, and final trap pull deadlines.

11. Failure to properly dispose of traps, pesticide strips, flagging, and used coat hangers at the end of the trapping season as directed by VDACS.

12. Failure to take proper care of and/or return VDACS issued non-disposable supplies and equipment at termination of trapping.

13. Failure to return calls and other data requests within 24-hours.

14. Failure to submit all GPS records, logbooks, moth catches and final pulled traps on the day of the related download session.

15. Change GPS settings or manipulate stored data by any means (i. e. software, cables or manual entries/deletions) by the contractor or any agent of the contractor unless granted prior permission by VDACS.

Each incident of non-compliance will be investigated. Substantiated evidence or an unsatisfactory explanation may result in liquidated damages being assessed not to exceed three hundred dollars ($300.00) per incident of non-compliance. An incident is defined as being any separate or individual occurrence within any of the quality control items, i.e. placing four traps out of target circle would be four incidents of non-compliance. Repeated circumstances of failure to meet quality control criteria and other contract requirements seriously jeopardizes success of the trapping project and may be cause for termination of the contract and damages being assessed not to exceed 30% of compensation for the trapping contract.

Any incident in which a Contractor is not in compliance with terms of the contract will be described in writing and documented by VDACS. A copy of this report will be given to the Contractor. All approved reports will be subject to the appropriate provisions, and liquidated damages assessed shall be deducted from payments due the Contractor. If the Contractor has been paid for services not performed in accordance with this contract, the Contractor will be charged and must refund any payments paid for services improperly performed.

F. **BIDS BINDING FOR 45 DAYS:** Any response to this solicitation shall be valid for 45 days. At the end of the 45 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

G. **AWARD:** VDACS will make the award(s) on a fixed unit price basis to the lowest responsive and responsible Bidder for each trap within each specific bid unit. All bids are binding and Contractor must be able to complete work on all bids submitted if accepted. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. VDACS shall have the right to reject any low bid, which is in excess of what it would cost VDACS to trap that bid unit using VDACS personnel. VDACS also reserves the right to conduct any tests or inspections they may deem advisable and to make all evaluations. Annual performance evaluations by VDACS can affect a contractor's status as a qualified bidder for future contract awards. VDACS reserves the right to reject any or all bids, in whole or in part, to waive informalities, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

H. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available for the purpose of this agreement.

I. **INDEMNIFICATION**: Contractor agrees to indemnify, defend, and hold harmless, the Commonwealth of Virginia, its officers, agents, and employees, from 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, or by 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 the 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.

J. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five 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.

K. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed, and identified as follows:

From: _____ _____
(Name of Bidder) (Due Date) (Time)

_____ _____
Street or Box Number (IFB Number)

_____ _____
City, State, Zip Code (IFB Title)

Name of Contract Officer _____

The envelope should be addressed as directed on Page 1. If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Bids may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

Any bid received unsealed or not properly identified and inadvertently opened in the mailroom, will immediately be returned. It will be the Bidder's responsibility to resubmit the bid in the remaining time.

L. **NEGOTIATION WITH LOWEST BIDDER:** Unless all bids are canceled and rejected, the Commonwealth of Virginia reserves the right granted by Section 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when negotiations may take place, the term "available funds" shall mean those per trap costs which are determined by the Program Supervisor to be the cost that the

trapping could be handled by the agency most cost effectively. Bids received which are higher than this pre-determined per trap cost may be rejected requiring the agency to perform the trapping services in that respective lot or the agency may negotiate with the trapper for a more economical rate. Negotiations with the lowest bidder may include both modifications of the bid price and the Scope of Work to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the "available funds" per trap for the respective lot and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

VI. METHOD OF PAYMENT

The Contractor will be paid on the basis of billing invoices submitted (example in Section X.). Invoices shall only be submitted upon completion of each trapping cycle and the acceptance of the work completed for each individual bid unit. The invoices must show contract number, cycle number completed, percentage contract work completed, and payment due. Amount of payment for completion of each trapping cycle will be based on the percentage of trapping season work completed during that cycle.

VDACS reserves the right to delay final payment until confirmation of services rendered have been satisfactorily completed and/or received. This includes failure to submit GPS records, logbooks, moth catches, final pulled traps on the day of the related download session; also, final payment shall be delayed if all equipment is not returned at time of final download and/or until contractor's authorization is given to deduct cost of equipment from the final invoice.

VII. PRICING SCHEDULE: The Pricing Schedules will be provided to all Pre-Qualified Contractors in the actual bid packages to be issued in early March to all QCs that have met the mandatory requirements set forth herein. An example of the Pricing Schedule is provided below for informational purposes only. The pricing schedule consists of separate trapping bid units. Each bid unit contains the number of trap sites + or - 5% one trapper has been able to properly place and monitor within specified deadlines and working a normal forty hour week. Pre-qualified contact bidders must indicate their per trap price beside the respected bid unit. Contracts will be awarded on a per trap price. Therefore, no payment will be made for omitted traps. Pre-qualified bidders may bid on more than one trapping unit only if they have been awarded a previous gypsy moth trapping contract and have completed the contract to the satisfaction of the VDACS-STS office, or if they have had past satisfactory working experience as a gypsy moth trapper in a previous state or federal gypsy moth trapping program. A Trapper Data Sheet must be completed if multiple bid units are bid upon. Bidders must list each person's name, address, and telephone number that will be responsible for trapping each unit bid upon. This must be returned with all bids submitted. All bids are binding and the Contractor must be able to complete work on all bids submitted if accepted. Specific bid unit descriptions and locations are contained in the Invitation For Bid package, Phase II of this process.

Bid Unit VA-01 $_____
(per trap price)
Bid Unit VA-02 $_____
(per trap price)
Bid Unit VA-03 $_____
(per trap price)
Bid Unit VA-04 $_____
(per trap price)
Bid Unit VA-05$_____
(per trap price)

PRICING SCHEDULE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. DO NOT COMPLETE THIS SECTION.

ATTACHMENT A
PRE-QUALIFYING CONTRACTOR DATA SHEET

To Be Completed By Bidder
(Attach Additional Sheets, If Necessary)

1. QUALIFICATION OF BIDDER: The Bidder must have the capability and capacity, in all respects, to fully satisfy all of the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing

   Type of service:_____ years_____ months

3. MINORITY BUSINESS: Please indicate if your firm is a minority owned business:
   _____ yes _____ no
   This information is requested for informational purposes only.

4. REFERENCES: Indicate below a listing of at least three (3) recent references for which you have provided similar contracting services or other work experience. Include the date service was furnished and the name and address of the person VDACS has your permission to contact.

CLIENT/ADDRESS	SERVICE DATES	PERSON TO CONTACT AND PHONE NUMBER
1.		
2.		
3.		

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B
PRE-QUALIFICATION PACKAGE SUBMISSION CHECK LIST:

The following is provided to clarify the requirements of the Pre-Qualification Package and to assist you as you compile your package for sealed submission to VDACS. The following must be completed/created/provided (as appropriate) and returned as part of your sealed pre-qualification submission to VDACS.

	ITEM	INCLUDED
1.	Page 1/Cover sheet for this solicitation	_____
2.	Confirmation of completed eVA registration or documentation that eVA registration is in process(i.e. e-mail response from eVA/Ariba or screen print of such confirmation, etc.).	_____
3.	Confirmation of required insurance coverage or ability to obtain coverage	_____
4.	**ATTACHMENT A –** Pre-Qualification Contractor Data Sheet	_____
5.	**ATTACHMENT H –** Bio Security Information Data Sheet	_____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C
EXAMPLE OF CONTRACTOR'S BILLING INVOICE

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Division of Consumer Protection – Office of Plant & Pest Services
Gypsy Moth STS Program
1580 N. Franklin St., Suite 7
Christiansburg, VA 24073
Phone: 540-394-2507 Fax: 540-394-2514

2007 GYPSY MOTH CONTRACT TRAPPING INVOICE

Contract Number:	301-07-000-VA00	Contract Price per Trap:	$00.00
SSN/FIN:	000-00-0000	Original # Traps:	000
		# of Omits:	- 0
Contractor Name:	John Q. Doe	Traps Placed/Inspected/Pulled	000
Address:	1234 Waypoint Rd.		
	Anywhere, VA 24000	Maximum Amount to be Paid:	$ 0,000.00

CYCLE	% Contract Completed	% Placed	# Placed	$/Trap Paid	Payment	Date VDACS Authorized
1	11%	33%	000	$0.00	$0,000.00	_____
2	11%	66%	000	0.00	0,000.00	_____
3	11%	100%	000	0.00	0,000.00	_____
	33%		000		$0,000.00	
		% Inspected	# Inspected			
4	11%	33%	000	$0.00	$0,000.00	_____
5	11%	66%	000	0.00	0,000.00	_____
6	11%	100%	000	0.00	0,000.00	_____
	66%		000		$0,000.00	
		% Pulled	# Pulled			
7	11%	33%	000	$0.00	$0,000.00	_____
8	11%	66%	000	0.00	0,000.00	_____
9	11%	100%	000	0.00	0,000.00	
	1% balance of payment			00.00	0,000.00	_____
	100 %		000		$0,000.00	

Payments Authorized To Date: $0,000.00
(Including this invoice)

Payment Due This Invoice: _____

Contractor Signature: _____ Date _____

FOR VDACS USE ONLY

AMOUNT CERTIFIED FOR PAYMENT: _____

APPROVED FOR PAYMENT BY: _____ Date ____

COMMENTS:

ATTACHMENT D
LOG SHEET EXAMPLES

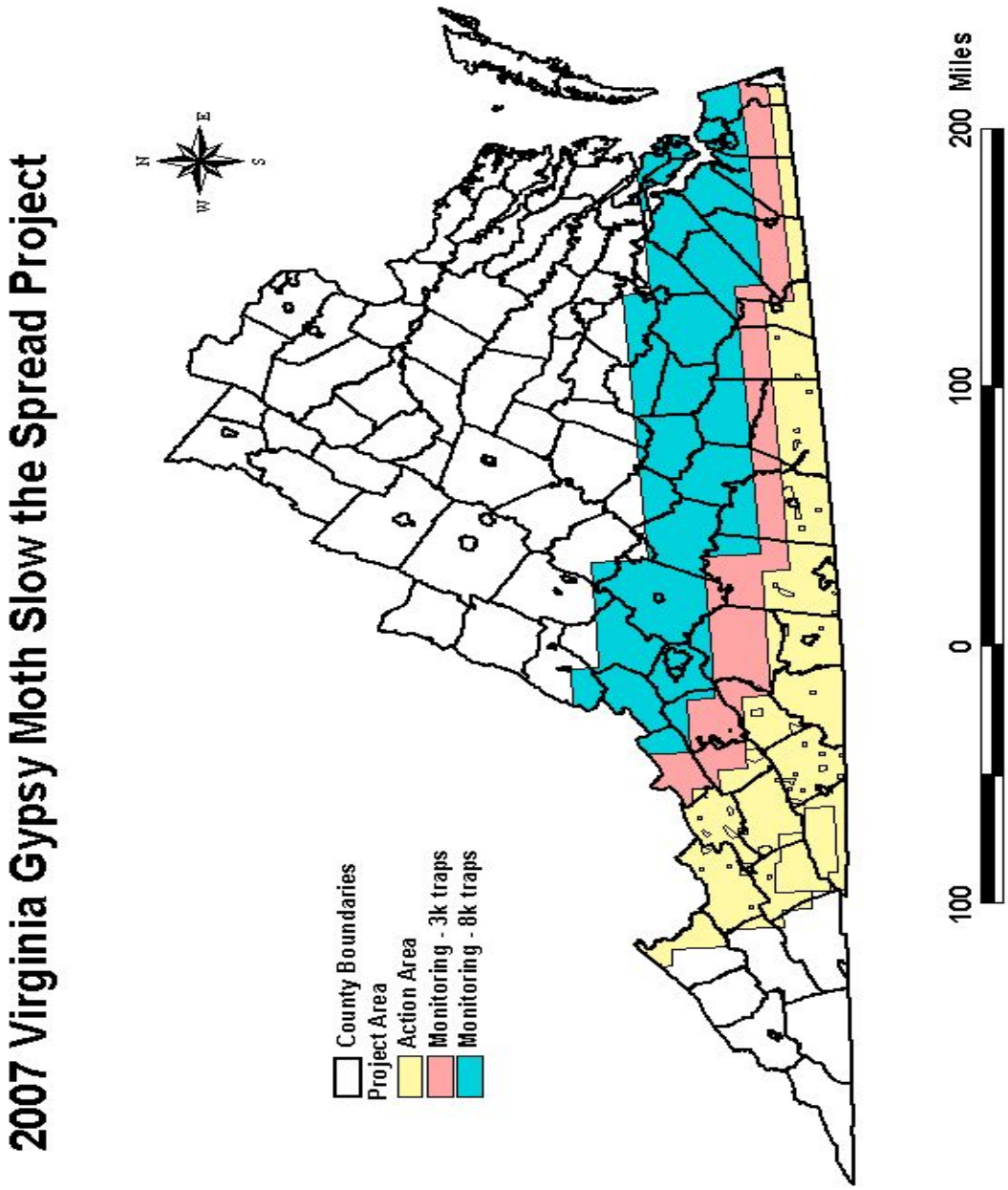
1. EXAMPLE OF THE TRAP PLACEMENT LOG

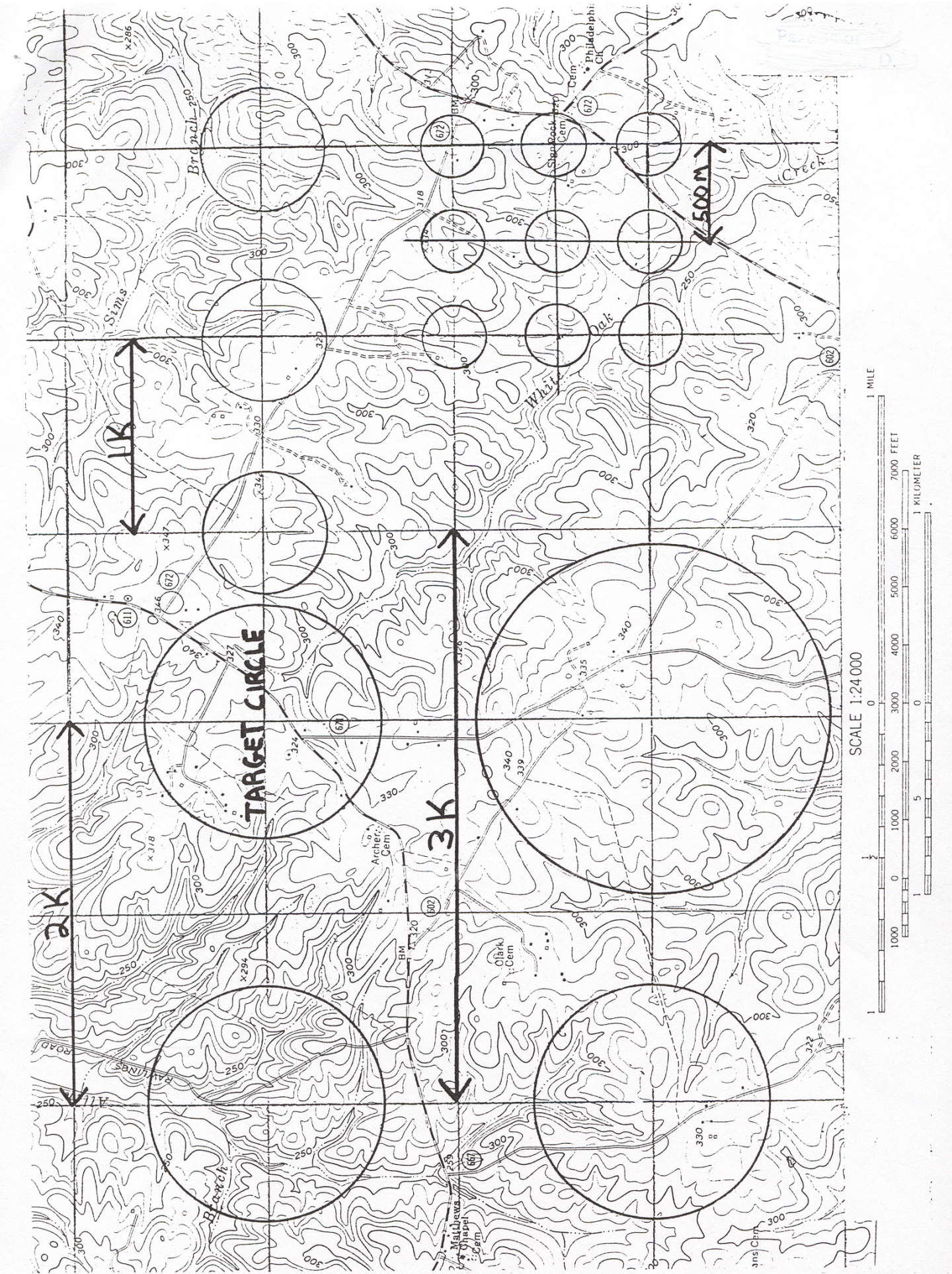
Date	Quad	Site	Easting	Northing	Trap Type D = Delta M = Milk	Omit Reason	Directions to Trap

2. EXAMPLE OF THE TRAP INSPECTION/PULL LOG

Date	Quad	Site	Trap Check M = Midseason F = Final	Trap Condition Good or Damaged Missing or Inaccessible	Catch	Notes

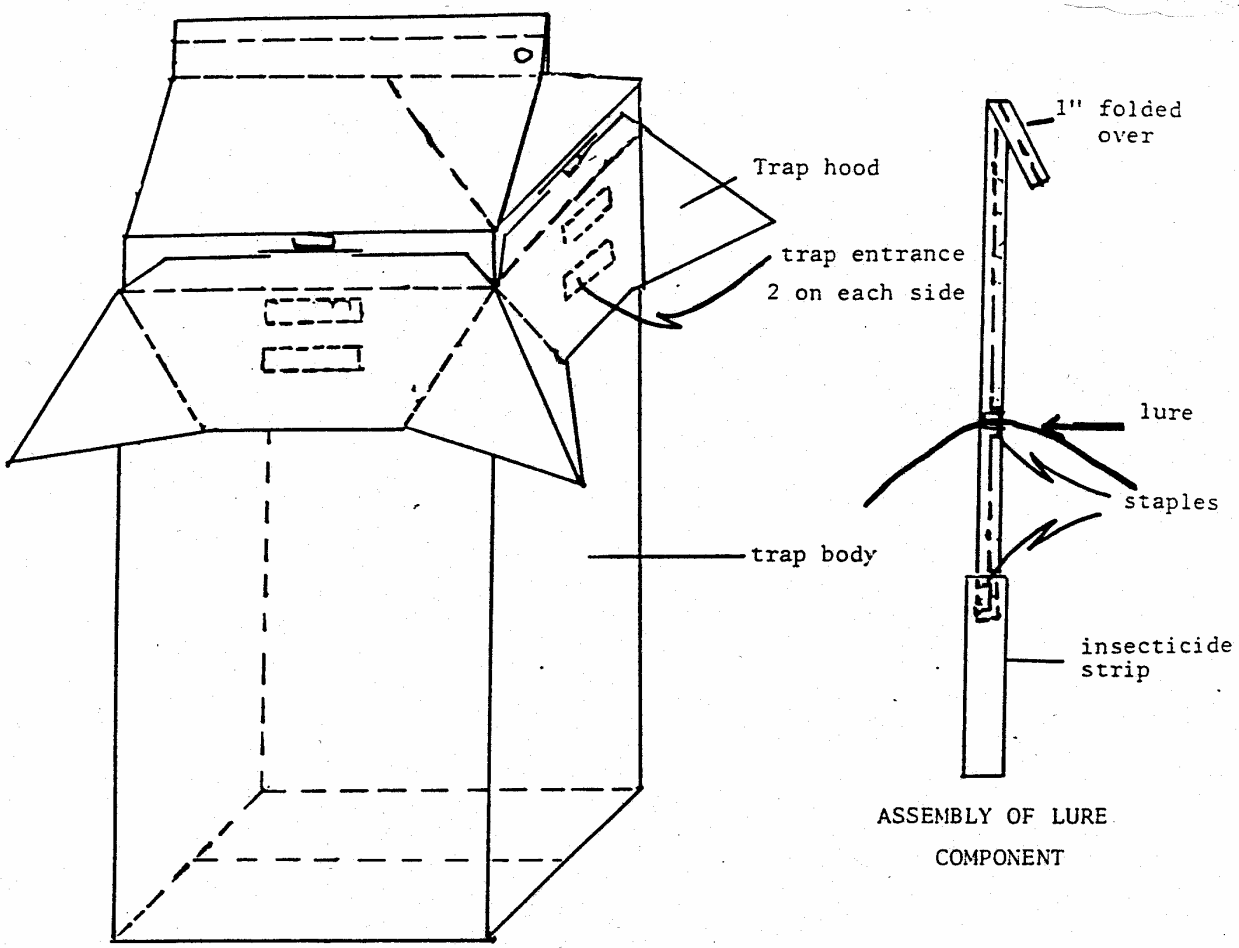
ATTACHMENT E
PROJECT LOCATION



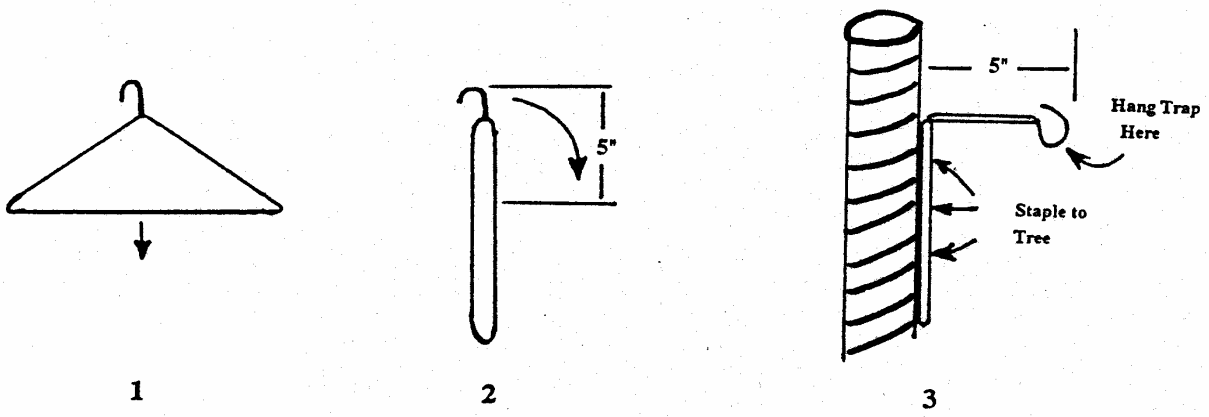

TARGET CIRCLE
1K
2K
3K
500M
Branch
Sims
White
Oak
Creek
Sign Rock Cem
Philadelphi Ch
Archer Cem
Clark Cem
Mathews Chapel Cem
SCALE 1:24 000
1 MILE
7000 FEET
1 KILOMETER

ATTACHMENT F
TRAP AND SUPPLY DEMONSTRATION

ILLUSTRATION OF GYPSY MOTH MILK CARTON TRAP AND ASSEMBLY



COAT HANGER CONFIGURATION FOR HANGING MILK CARTON TRAPS



ATTACHMENT G
GPS ILLUSTRATION

GARMIN GPS V

ATTACHMENT H

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Employee Livestock Biosecurity Practices When Visiting Farms, Livestock Markets or Other Places of Animal Assemblage

- Wear clean coveralls or outer garments.
- Change and clean coveralls or outer garments as needed when contact is made with animal secretions or excretions.
- Wear footwear suitable for scrubbing.
- Scrub footwear with a brush and a sanitizing solution.

  - Vircon-S is the sanitizing agent of choice. Follow manufacturer's recommendations for dilution and shelf life.
- An alternative to scrubbing footwear is to use disposable shoe and boot covers and dispose of the covers after each visit.
- If necessary, and when recontamination can be avoided, wash and sanitize vehicle tires using a brush and the same sanitizer as used on footwear. If recontamination cannot be avoided when exiting a farm, look for opportunities to wash and sanitize the vehicle before entering the next farm.
- If a producer, livestock market, etc. has more stringent biosecurity requirements than those listed, then VDACS employees should follow those specific requirements.

NOTE: If you have traveled to any foreign country, contact the Division of Animal Industry Services, State Veterinarian's Office for specific guidance before resuming your work in visiting farms, etc.

Gypsy Moth Contractors/trappers:

Clean-up is expected if there is visible excrement on shoes and/or tires after leaving farm areas.

I have received the above instructions on Biosecurity Practices and I have also received supplies (water to be provided by the contractor) and Vircon-S disinfectant (1 set per contract trapping bid unit for 1 vehicle) to carry out these procedures. I understand it is my responsibility to provide the additional supplies needed for each trapper/agent's vehicle used to conduct this work. Upon request, VDACS will provide the additional Vircon-S disinfectant needed by the contractor/trappers.

Name: _____ Date:_____ Trapping Unit# _____