

**COMMONWEALTH OF VIRGINIA
INVITATION FOR BIDS (IFB) # 301-23-147**

Issue Date: March 7, 2023
Title: Spotted Lanternfly Railroad Insecticide Treatments
Commodity Codes: 95845 & 98872

Issuing Agency: Commonwealth of Virginia
Department of Agriculture & Consumer Services
Purchasing Office, Second Floor
P. O. Box 1163
Richmond, Virginia 23218

Initial Period of Contract: May 1, 2023 thru April 30, 2023 (with 4 one-year renewal options).

Location of Delivery: Sections of railroad with confirmed SLF populations located in the cities of Culpeper, Front Royal, Lynchburg, Manassas, Waynesboro, and Winchester and the counties of Albemarle, Augusta, Campbell, Clarke, Frederick, Page, Prince William, Shenandoah, Warren. Additional locations may be added, if new populations are found and are approved for treatments.

Sealed Bids Will Be Received Until: March 17, 2023, no later than 2:00 p.m. For furnishing the goods/services described herein and then opened in public.

All inquiries or questions related to this solicitation must be submitted in writing, via email, to:
Paula Williams, VCO, Senior Contract Specialist, Procurement and Support Services, paula.williams@vdacs.virginia.gov

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED OR MAILED VIA A PARCEL SERVICE, DELIVER TO: Paula Williams, Procurement Office, Oliver W. Hill Building, 102 Governor Street, Room 265, Richmond, VA 23219.

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete. Contracts will be awarded to eVA registered vendors only.

Name and Address of Firm: _____ Date: _____

_____ Zip Code _____ By: _____

eVA Vendor ID or DUNS #: _____ Name: _____

Fax Number :() _____ Title: _____

Telephone: () _____

Email Address: _____

DSBSD Certified Small Business? Yes / No. If yes, provide DSBSD Certification No.: _____

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.f 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 OF THIS COVER SHEET IS REQUIRED

TABLE OF CONTENTS

IFB # 301-23-147 Spotted Lanternfly Railroad Insecticide Treatments

<u>Section Name and Number</u>	<u>Page Number</u>
Cover Sheet (Submit with Bid)	1
I. Purpose	3
II. Background	3
III. Prerequisites to Bidding	4
IV. Scope of Work	4
V. Application Procedures and Requirements	5
VI. Safety Requirements	10
VII. Method of Payment	10
VIII. General Terms and Conditions	11
IX. Special Terms and Conditions	19
Checklist for Bid Submission	23
Attachment A, Bid Form (Submit with Bid)	24
Attachment B, Bidder Data Sheet (Submit with Bid)	25
Attachment C, Small Business Subcontracting Plan (Submit with Bid)	26
Attachment D, State Corporation Commission Form (Submit with Bid)	28
Appendix A, Rail Mileage Log	29
Appendix B, Maps of Railroad Sections Designated for Treatments	30
Table 1, Spotted Lanternfly Host Vegetation	37

I. **PURPOSE:**

- A. The purpose of this Invitation for Bid (IFB) is to solicit sealed bids in order to establish a contract with one Awarded Bidder for the treatment of the invasive insect, Spotted Lanternfly (SLF), on or alongside sections of railroad where SLF populations have been confirmed. The Awarded Bidder shall be responsible for applying pesticides in accordance with the guidelines of the SLF Cooperative Management Plan.
- B. Sections of railroad with confirmed SLF populations which VDACS wants to treat are currently located in the cities of Waynesboro and Winchester, and the counties of Albemarle, Augusta, Clarke, Frederick, Page, Shenandoah, and Warren. The Awarded Bidder will be responsible for providing all staff, materials, and equipment required for treatments to specified locations. It is estimated that 64.8 miles of railroad have SLF populations for treatment for this contract. This contract shall not exceed \$300,000 per contract year and all treatments are dependent upon available state and/or federal grant funding.
- C. For the purpose of this IFB, the Virginia Department of Agriculture and Consumer Services may be referred to as “VDACS”. In addition, the United States Department of Agriculture’s Animal and Plant Health Inspection Service may be referred to as “USDA-APHIS.”

II. **BACKGROUND:**

- A. In 2018, SLF was found in Frederick County, Virginia. At that time, its range in Virginia was limited to approximately six square miles among two localities. As of November 2022, populations of SLF have become established in 22 localities in Virginia, including the cities of Lynchburg, Manassas, Waynesboro, and Winchester and the counties of Albemarle, Augusta, Campbell, Clarke, Culpeper, Frederick, Nelson, Page, Prince William, Shenandoah, and Warren. Also as of November 2022, the invasive insect has been confirmed in 12 states which include Maryland, Delaware, West Virginia, New Jersey, Pennsylvania, Ohio, Indiana, New York, Connecticut, North Carolina, Massachusetts and Virginia.
- B. Since data indicate that railroads have repeatedly carried SLF to multiple locations in Virginia and other states, VDACS identifies this as a high risk pathway for spreading SLF to uninfested parts of the Commonwealth and potentially into other states. For that reason, this IFB is for treatments to areas on or alongside the railroad with the contact insecticide bifenthrin, targeted to the known populations of SLF and SLF host vegetation in those areas. The Environmental Assessment for the SLF Cooperative Management allows the use of contact insecticides with the active ingredient bifenthrin. This IFB is for the application of the insecticide bifenthrin, utilizing a hydraulic sprayer, for treatments on or alongside both sides of the railroad where there are known SLF populations and known SLF host vegetation.
- C. Virginia’s Crop and Tree Pest Law (VA Code section 3.2-700 *et seq.*) authorizes the Commissioner of the Department of Agriculture and Consumer Services to survey for plant pests and carry out suppression and control measures to retard the spread of plant pests. VDACS is seeking a qualified contractor to treat for SLF. For this IFB, treatments will be insecticide treatments that utilize bifenthrin, applied via a hydraulic sprayer, on or alongside the railroad right-of-way at designated locations throughout the Commonwealth where SLF populations are known to be established and where SLF host vegetation is present. Maps of designated treatment areas can be found in Appendix B.

III. PREREQUISITES TO BIDDING:

Qualifications Required:

- A. Bidders shall be a business regularly engaged in providing the pest control services described in this solicitation or comparable to applications conducted under VDACS pesticide certification categories 3A and 6. Bidders shall possess a minimum of five (5) years' experience performing the work/services, or similar work, as described in this solicitation and provide that information, along with professional references with the bid submission (Bidder Data Sheet) to verify performance of services.
- B. Bidders shall hold an active, valid Virginia Pesticide Business License, or a comparable Pesticide Business License issued by a state regulatory agency, at the time of bid submission. Bidders must submit their active, valid Pesticide Business License with their bid. However, prior to commencement of the work, if the Awarded Bidder has an out-of-state license, they shall be required to obtain a Virginia Pesticide Business License.
- C. An Awarded Bidder or their employees who will be conducting SLF treatments, shall hold a current Virginia Commercial Pesticide Applicators Certification in category 3A (Ornamental Pest Control) **and** 6 (Right-of-Way), and if applicable, a Registered Technician Certification at time of bid submission. VDACS has agreements with multiple states to offer reciprocal pesticide certification to commercial applicators and registered technicians in select categories and will honor those for the purposes of awarding this contract. However, the Awarded Bidder shall obtain Virginia pesticide applicator certifications prior to commencement of work. All applicators applying pesticides commercially in Virginia shall be employed by a business which holds a Virginia Pesticide Business License. The VDACS Office of Pesticide Services (OPS) can provide information on obtaining a reciprocal pesticide certificate in Virginia to commercial applicators certified by other states. To find out if they are eligible for a reciprocal certificate, applicators would need to provide their home state (state which administered exams) and the categories which they desire to reciprocate. Bidders are required to submit copies of the certifications for all employees who will be applying pesticides for this contract with their bid, as evidence that they meet these requirements and can perform the services.

Documents Required:

- D. Bidders are required to fully complete the Attachments A-D, along with any additional required pages, which address the above prerequisites and show proof that the requirements have been met. Missing documents or incomplete forms may result in a bidder being declared non-responsive.

IV. SCOPE OF WORK

- A. In an effort to slow the spread of the SLF to uninfested parts of Virginia, treatments shall be made on or alongside designated railroads in Virginia with known populations of SLF and where SLF host vegetation is present. It is estimated that there are 64.8 miles of railroad which are designated as having populations of SLF, however, there may be areas where treatments are prohibited (Section V, Item D) and shall not be treated. The treatment period shall take place while the SLF is in its 2nd instar stage through the adult mating stage (approximately May 15 – October 31, each year). The Awarded Bidder shall have adequate staff to perform treatments Monday - Friday, weather permitting. Treatments will continue until all priority sections of railroad (Appendix B) are treated or until funds are no longer available. Treatments shall be made using a truck capable of accessing and driving on or alongside the railroad and a hydraulic sprayer system to deliver bifenthrin to areas where SLF are located and SLF host vegetation is present. Treatments shall be made to both sides of the tracks, treating the insects and their host trees.

- B. The Awarded Bidder performing treatments outlined in this contract must accommodate and take into consideration requirements of the program (Section V).
- C. The Awarded Bidder shall provide all pesticides, application equipment, personnel, transportation, Personal Protective Equipment (PPE), miscellaneous service equipment, supplies and all other incidentals to perform these services in accordance with the technical specifications contained herein.
- D. The Awarded Bidder shall apply all pesticides in accordance with the Virginia Pesticide Control Act, the pesticide product label, and within all treatment areas outlined in this contract.
- E. The Awarded Bidder shall use pesticides approved by the Environmental Protection Agency (EPA) and registered in Virginia. Storage of pesticides shall comply with the label. All employees performing treatments shall follow all label directions.
- F. The Awarded Bidder shall ensure the safety of the environment and all parties involved while conducting treatments. Work shall be performed in a manner conforming to the rules, regulations, and procedures prescribed by the Virginia Department of Environmental Quality (DEQ), the EPA, Occupational Safety and Health Administration (OSHA), conditions of the Right of Entry Permit, the VDACS Office of Pesticide Services (OPS), and any other applicable regulating body as it pertains to safely carrying out provisions of this IFB.
- G. The Awarded Bidder shall follow and abide by all treatment specifications within the Biological Assessment, Environmental Assessment, and the USDA-APHIS Spotted Lanternfly Work and Management Plan, which is available to all Bidders.

V. APPLICATION PROCEDURES AND REQUIREMENTS

A. Obligations of the Awarded Bidder

- 1. GENERAL: The Awarded Bidder is responsible for the purchase, storage and safe handling of all pesticide products and shall furnish all supplies, spraying equipment, transportation, personnel, incidentals, and all other miscellaneous equipment to complete the pesticide applications.
- 2. TREATMENT STAFFING: The Awarded Bidder shall provide, in sufficient quantity, all treatment staff to perform the treatments outlined in this contract, including activities such as operating all necessary spray equipment, transport and support vehicles, and operating the equipment used to transfer and mix insecticides. Staff shall be adequately trained, licensed, certified, and qualified personnel. In the event that a crew member is unable to perform the work outlined in this IFB (for any reason including not meeting the requirements outlined below), then the Awarded Bidder shall be responsible for replacing that staff member within a reasonable amount of time, so as to not hinder the work flow (not to exceed 48 hours). Any additional personnel added to the project shall meet the minimum qualifications required by this contract.
 - a. Staff may include the following:
 - i. Certified Commercial Pesticide Applicator, or
 - ii. Registered Technicians.
 - b. Treatment staff provided by the Awarded Bidder must follow the requirements below:
 - i. The Awarded Bidder shall provide at least one Certified Commercial Pesticide

- ii. Staff shall be physically able to perform the work outlined in this contract;
- iii. Staff shall wear all required PPE in accordance with the label requirements;
- iv. All personnel shall be certified, in accordance with the Virginia Pesticide Control Act (Va. Code §3.2-3900 *et seq.*), as commercial pesticide applicators or registered technician applicators. Copies of valid certifications for all personnel applying pesticides under this contract shall be provided to VDACS for bids to be considered, for this proposed project;
- v. All staff required to drive a vehicle as a part of this contract shall have a valid driver's license; and
- vi. All staff must be proficient in identifying all SLF life stages and SLF host vegetation.

The Awarded Bidder shall designate one of their personnel, who is a Certified Commercial Pesticide Applicator, to act as the Project Supervisor, representing the company in all contractual matters that require prompt attention. The Project Supervisor shall serve as the point of contact person and shall routinely communicate with VDACS regarding project updates including designated treatment plans, weekly scheduled treatments, pesticide inventory updates, and verification of treatment areas completed. The Project Supervisor shall ensure that personnel are conducting treatments in accordance with the pesticide label and are able to meet the licensing, certification, and physical needs to carry out this work.

3. **TREATMENT AND ACCESSORY EQUIPMENT:** The Awarded Bidder shall provide all necessary treatment and accessory equipment in good working order at the commencement of the project. Accessory equipment supplied by the Awarded Bidder is defined as any needed vehicles for transporting personnel or treatment equipment, insecticide mixing tank, pumps, hoses, and similar equipment necessary for mixing the insecticide and loading the hydraulic sprayer system or other VDACS approved equipment and any other services, equipment and materials that may be needed as determined between the Awarded Bidder and VDACS. If any equipment is not functioning or is damaged during this contract, the Awarded Bidder shall be responsible for providing replacement(s) at no additional cost to VDACS to successfully carry out the requirements of this IFB. Treatment equipment must meet the specifications outlined in Section V, Item D.
4. **BEEKEEPER NOTIFICATION OF TREATMENTS:** The Awarded Bidder shall make every attempt to notify beekeepers who have honey bee colonies in or within a ¼ mile from the designated treatment area of the planned SLF treatment. Such notification shall occur no less than 24 hours prior to treatment. The use of FieldCheck shall be used to determine the location of hives and the contact information for beekeepers:
<https://va.driftwatch.org/signup#applicator>.
5. **SPRAY RECORDS:** The Awarded Bidder shall keep and maintain records of each pesticide application in accordance with the Virginia Pesticide Control Act and associated regulations. Spray records shall be made available to VDACS for verification and data collection. The Awarded Bidder shall record the length of railroad that they treated per day and shall provide that documentation to VDACS weekly.

Note: There will be areas alongside the railroad that shall not be treated (see Section V, Item D) and VDACS will not pay for those untreated areas. It shall be the Awarded Bidder's responsibility to accurately report all rail mileage that received bifenthrin treatments.
6. **TREATMENT SCHEDULE:** The Awarded Bidder shall be responsible for scheduling all treatments within the designated treatment areas, which will be coordinated with the local rail masters. The Awarded Bidder shall provide weekly treatment schedules to the VDACS

Project Supervisor in advance of the treatments commencing, so that VDACS can schedule personnel to monitor treatments.

7. TRANSPORTATION TIME: Transportation time to the first, and from the last, railroad section treatment areas shall be provided at **no** additional charge to VDACS.
8. FIELD EXPENSES: Costs incurred in the operation and maintenance of all equipment on the project shall be the responsibility of the Awarded Bidder. Expenses incurred by all contract personnel including arrangements for food, lodging, and transportation are the responsibility of the Awarded Bidder.
9. RECORDS AND BILLABLE WORK: The Awarded Bidder shall be responsible for recording areas of the railroad that received treatment on the Rail Mileage Log (see Appendix A) and then will provide a completed Rail Mileage Log to VDACS. VDACS and the Awarded Bidders' staff will sign the log at a minimum of once a week to track treatment progress. Those areas which did not receive treatment will not be paid for by VDACS. A copy of the fully signed Rail Mileage Log shall be provided to the Awarded Bidder. VDACS may verify treated mileage is correct after the Rail Mileage Log has been signed. Any discrepancies should be addressed before an invoice is submitted. If there are any discrepancies, the amount shall be adjusted to match the mileage actually treated per the Rail Mileage Log. The Awarded Bidder is also responsible for keeping pesticide application records in accordance with the Virginia Pesticide Control Act and associated regulations.
10. INVOICING: The Awarded Bidder shall submit monthly invoices for all completed treatments within a particular month to VDACS no later than 30 days after the end of the month.
11. PESTICIDE MATERIALS: All pesticide products shall be registered for use in Virginia. The Awarded Bidder shall be responsible for providing water for diluting and/or mixing of the pesticide products. The Awarded Bidder shall be responsible for the proper disposal or return of all pesticide containers and all pesticide residue, including rinsate. Disposal shall be in accordance with the product label and applicable state and federal laws. The Awarded Bidder shall provide, and have readily available, spill containment materials and supplies.
12. RAILROAD RIGHT OF ENTRY PERMIT(S): If a bidder being considered for award does not possess the Railroad Right of Entry Permits, the bidder **shall work to obtain the Right of Entry permits for access to perform work on the railroad locations designated in this IFB within 45 days of being notified. Failure to obtain the permits within 45 days may result in a bidder not being awarded a contract.** Railroad lines to be treated in this contract shall include Norfolk Southern (NS) and CSX. Railroad access is critical to the success of the treatments. Bidders must provide proof of their right of entry permits prior to any work commencing. The Awarded Bidder shall maintain right of entry and access permits with Norfolk Southern and CSX until each section is completed. Permits shall cover the areas outlined in this IFB. All costs associated with the right of entry permits shall be the responsibility of the Awarded Bidder.
13. RAILROAD OPERATIONS: The Awarded Bidder shall be responsible for contacting local rail masters to notify railroad staff of the work dates, times, and areas, in accordance with any requirements of the right of entry permits. The Awarded Bidder and all staff working on the railroads shall ensure appropriate rail safety and abide by any safety requirements outlined in the right of entry permit(s) or as directed by rail staff.
14. INSPECTION: VDACS reserves the right to inspect the Awarded Bidder's spray equipment to ascertain if the equipment meets application requirements and is in good working condition. Performance tests, if necessary, may be conducted at a location designated by VDACS. The Awarded Bidder shall assume all expenses incidental to operation of the

equipment and the applicators' time during these tests. VDACS will request inspections in advance or an on-site inspection on treatment days may be required. If VDACS finds that equipment is malfunctioning or not meeting contract specifications, VDACS may stop treatments until a replacement can be provided or a repair be made.

15. PROPERTY DAMAGE: Any and all damages to the sites of operation, caused by the Awarded Bidder's employees are the responsibility of the Awarded Bidder.

B. Obligations of VDACS

1. VDACS PERSONNEL: VDACS will furnish personnel to manage the operation in the following capacities:
 - a. PROJECT SUPERVISOR: This individual will be responsible for the overall coordination of the spray operation, other VDACS personnel, and will represent VDACS in settling minor contractual matters. The VDACS Project Supervisor will ensure VDACS staff are available to monitor the contractor in accordance with this contract, clarify where the treatment priority areas are, will receive documentation of rail areas treated by the Awarded Bidder, review the Rail Mileage Log, and coordinates with the Awarded Bidder's project supervisor on major program updates. The Project Supervisor will serve as in-field point-of-contact, coordinate day-to-day activities with the Awarded Bidder, and verify application records of pesticides applied. The Project Supervisor may monitor application of pesticide materials at their discretion and as their schedule allows.
 - b. FIELD STAFF AND MONITORS: VDACS will provide staff who will periodically monitor the application of the pesticides to the railroad areas designated in this contract.
2. PRE-WORK MEETING: VDACS shall organize and host a pre-work meeting prior to the commencement of treatments. **Participation at this meeting is mandatory for the Awarded Bidder's Project Supervisor and all personnel who will be working on the project.** Failure to meet this requirement may be cause for cancellation of the contract. VDACS will notify the Awarded Bidder of the date, time and location of this meeting. Topics for discussion will include but will not be limited to: SLF life stage identification, record keeping, rail mileage log, treatment requirements to accommodate open water, communicating with the landowner, and treatment safety.
3. PRIORITY TREATMENT AREAS: VDACS will provide the Awarded Bidder with mapped sections of railroad which have been designated for treatments.

C. Communication between Awarded Bidder and VDACS

Regular phone and/or email communication shall be utilized between the Awarded Bidder and VDACS. Points of contact shall be established by the Awarded Bidder and VDACS and a full contact list of all personnel involved shall be provided to both parties prior to work commencement.

D. General Spray Equipment and Procedures

1. TRUCK WITH RAILROAD ACCESSIBILITY: The Awarded Bidder shall provide a truck equipped to drive on or alongside the railroad tracks. The truck shall be capable of safely housing a hydraulic sprayer system with a sprayer capable of reaching SLF host vegetation (trees, shrubs, vine) on either side of the railroad tracks. The truck shall be in proper working order throughout the contract.

2. **HYDRAULIC SPRAYER SYSTEM:** The Awarded Bidder shall provide and utilize a hydraulic sprayer system that can apply the bifenthrin in accordance with the following specifications:
 - a. Hydraulic sprayer shall have droplets large enough to prevent off-target applications;
 - b. Hydraulic sprayer shall have the ability to be turned off when SLF host vegetation is not present;
 - c. The hydraulic sprayer must not exceed the canopies of trees;
 - d. Hydraulic sprayer system shall treat SLF host vegetation until adequately covered, but not to dripping or run-off; and
 - e. Pesticide applications shall occur only where SLF and/or SLF host vegetation is present. A list of SLF host vegetation is provided as Table 1.
3. **REPLACEMENT EQUIPMENT:** In the event that any equipment becomes unusable, incapacitated or is rejected for use by VDACS, the Awarded Bidder shall have 48 hours to repair or replace such equipment or provide equipment that will successfully apply the pesticide per the contract specifications.
4. **ENVIRONMENTAL MONITORING:** VDACS and USDA-APHIS may conduct environmental monitoring for SLF hydraulic sprayer treatments, including spray drift card samples and water and/or sediment samples, to assess whether program measures are effective in reducing off-site bifenthrin drift or misapplications.
5. **BUFFER:** The Awarded Bidder shall not apply bifenthrin within 150-feet of the edge of any waterbodies. Waterbodies include, but are not limited to, lakes, reservoirs, rivers, permanent streams, wetlands, natural and manmade ponds, and estuaries. The Awarded Bidder shall not apply bifenthrin within a 500-ft. buffer from all waterbodies that are habitat for federally listed threatened and endangered aquatic species or designated critical habitat of any federally listed threatened and endangered species.
6. **WEATHER:** It shall be the Awarded Bidder's responsibility to only treat during proper weather conditions, but VDACS retains the right to cease treatments if, in their opinion, the weather conditions are unsuitable for treatments. Treatments will not occur when weather conditions are unfavorable for the hydraulic sprayer system, including:
 - a. When wind speeds are greater than 10 mph;
 - b. When rain events are expected within 24 hours;
 - c. If it is raining in the treatment area;
 - d. When predominant wind direction is blowing towards a waterbody.

E. Pesticide Products Allowable

1. **PRODUCT:** The Awarded Bidder shall use the active ingredient bifenthrin, and it is preferred that the product, Talstar® P (EPA Reg. No. 279-3206), be used for this project. The rate for hydraulic sprayer application shall be the maximum allowable rate for Talstar® P of 1.0 fluid ounce (fl. oz.) per 1,000 square feet or 43.5 fl. oz. per 100 gallons. The maximum allowable application rate per acre for bifenthrin is 0.22 pounds of active ingredient/acre (lb. a.i./ac) with a minimum application interval of seven days based on the Talstar® P label.
2. **ALTERNATIVES:** **Alternative bifenthrin products must be pre-approved by VDACS prior to use and VDACS shall provide the application rate for alternative products, if necessary.**

F. Insecticide Storage, Transportation and Mixing

1. LABEL AND SDS: The Awarded Bidder shall keep a copy of the pesticide label and the associated SDS on site with any insecticide or chemical used for this contract. The Awarded Bidder shall follow all label directions and requirements of the Virginia Pesticide Control Act and associated regulations.
2. PURCHASE OF PESTICIDES: The Awarded Bidder shall purchase all the bifenthrin for this project. These products shall be labeled for their intended use.
3. MIXING AND STORAGE: The Awarded Bidder shall be responsible for safe mixing and storage of pesticides products in accordance with the label requirements and conforming to the Virginia Pesticide Control Act and associated regulations.
4. TANK AND EQUIPMENT CLEANING: All spray equipment shall be cleaned and flushed by the Awarded Bidder when switched from one chemical to another. The Awarded Bidder shall ensure all equipment used for this contract is thoroughly cleaned and free of residues and foreign particulate matter prior to applications on VDACS designated treatment areas.
5. RINSATE: All rinsate and wash water shall be disposed of by the Awarded Bidder in accordance with the Virginia Pesticide Control Act and associated regulations, the Safety Data Sheet (SDS) and label requirements.
6. PPE: All label-required PPE shall be worn by the Awarded Bidder's employees while handling and applying pesticide materials.
7. TRANSPORTATION: The Awarded Bidder shall arrange for appropriate storage and transportation of the product.

VI. SAFETY REQUIREMENTS

- A. GENERAL REQUIREMENTS: All personnel involved in the spray operation are required to conduct themselves in a safe manner. The Awarded Bidder shall follow all safety regulations prescribed by the EPA, OSHA, the Virginia Pesticide Control Act and associated regulations at all times. VDACS Project Supervisor has the authority to stop any operation if in their opinion eminent danger to any person or property exists.
- B. PESTICIDE HANDLING: The Awarded Bidder shall ensure all label requirements regarding pesticide mixing, loading, application, storage, transportation, and disposal are followed.
- C. SAFETY EQUIPMENT: The Awarded Bidder shall supply all safety equipment required for mixing and loading the pesticide material. This includes, but is not limited to Personal Protective Equipment (PPE) required by the label. The Awarded Bidder shall also provide containment and spill clean-up materials and supplies.
- D. GENERAL OPERATING SAFETY: The Awarded Bidder shall ensure that all personnel have the necessary supplies and equipment to operate safely in the area including but not limited to visibility vests, appropriate eye protection, hard hat, etc.

VII. METHOD OF PAYMENT

Payment(s) will be made per the Code of Virginia § 2.2-4350, prompt payment of bills by state

agencies, after receipt of a complete and properly submitted invoice(s) for services. Monthly invoice(s) should be submitted no later than 30 calendar days after services are rendered. The method of payment may be by credit card or check. The invoice referencing the current purchase order number shall be submitted directly to:

VDACS
Office of Plant Industry Services
Amanda Bly
102 Governor Street, RM LL55
Richmond, VA 23219
Email: Amanda.bly@vdacs.virginia.gov

Note: VDACS must receive an invoice for any work performed in the month of June no later than July 15.

VIII. 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 www.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 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 sexual orientation, gender identity, 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, sexual orientation, gender identity, 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. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. 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.
- f. 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, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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 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**: 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 has questions about the specifications or other solicitation documents, the prospective bidder 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. 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 BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder 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 physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder 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 coverages during the entire term of the contract and that all coverage will be provided by 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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).
 5. Chemical Liability - \$100,000 per person, \$300,000 per occurrence for bodily injury; \$100,000 for each occurrence/aggregate for property damage. Must include coverage for treating in residential areas.
 6. The Contractor shall provide VDACS Purchasing Office a Commonwealth of Virginia Certificate of Insurance for his firm, and if subcontractors are used, for specified subcontractors prior to the start of any work under the contract, naming the Commonwealth of Virginia/VDACS as co-insured on all insurance policies listed.
 7. If any work under this contract is subcontracted or performed by anyone other than the Contractor or performed with equipment subcontracted or leased by the Contractor, the Contractor must provide evidence that the specified liability insurance for any persons and/or equipment so subcontracted or leased is provided for under policies maintained by the subcontractor.
- 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 (www.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, sexual orientation, gender identity, 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.

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

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-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 of the funds available or which may hereafter become 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, bidders shall state bid 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.

IX. 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:** The Commonwealth will make the award on the Total Bid Price basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- 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 be terminated by either party, 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:** The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fees 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. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90

days. At the end of the 90 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. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified. Furthermore, the contractor and subcontractors shall maintain the required license throughout the term of the contract. The contractor or their subcontractor shall immediately notify the contracting agency in writing in the event the license has been revoked.

Contractor Name: _____

License # _____ Type _____

Subcontractor Name: _____

License # _____ Type _____

- H. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1 1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

- I. **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.

- J. **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:

Solicitation Number and Title: _____

From: _____
Name of Bidder Due Date Time

Street or Box Number

City, State, Zip Code

DSBSD-certified Micro Business or Small Business No. _____

Paula Williams, Senior Contract Specialist of Procurement & Support Services
Name of Contract Officer

The envelope should be addressed as directed on page 1 of the solicitation.

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

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. 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 and businesses with DSBSD service disabled veteran-owned status when they have also 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.
2. 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 monthly 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.

3. Prime Contractor Subcontractor Reporting:

a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

b. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

- L. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing all 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 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.
- M. **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 with 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.
- N. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 bid or proposal a statement describing why the bidder or 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 bidder or 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.
- O. **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.

CHECKLIST FOR BID SUBMISSION

1. Cover Sheet, Signed (**Due at Bid Submission**)
2. Bid Form (**Due at Bid Submission**)
3. Bidder Data Sheet (**Due at Bid Submission**)
4. VA Pesticide Business License or Pesticide Business License issued by an agency with regulatory oversight of pesticides (**Due at Bid Submission**)
5. VA Commercial Certified Pesticide Applicator License and/or Registered Technician License or comparable certification by an agency with regulatory oversight of pesticides for **each** crew member that will be working on this project (**Due at Bid Submission**)

Note: Bidder must have staff certified in Categories 3A and 6.

CONTRACT AWARD REQUIRES

6. Right of Entry Permit with Railroad Companies
7. Insurance Certificates (Due within 10 days of notification)
 - a) Employer's Liability
 - b) Automobile Liability
 - c) Workers Compensation
 - d) Commercial General Liability
 - e) Chemical Liability
8. IRS Form W-9 or Substitute W-9 (Due upon request)
9. Subcontractor Information, if applicable (30 days prior to treatment initiation)
10. List of Contractor Personnel, including Project Supervisor, Certified Commercial Pesticide Applicators and Registered Technicians (Due upon request)

ATTACHMENT A:**BID FORM**

Complete and submit this page making no changes to the Scope of Work or Bid Form. Any additions, deletions or changes to the described products or services can be cause for rejection of your bid.

LEGAL NAME OF BUSINESS/BIDDER (DO <u>NOT</u> USE TRADE NAME) BELOW:
ADDRESS:
SIGNATURE:
PRINTED NAME OF PERSON SIGNING:
TITLE:
DATE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
eVA ID NUMBER:
BIDDER DSBSD SWAM CERTIFICATION #:
SWAM TYPE:

Per Rail-mile Treated: The “per rail-mile treated” rate indicated below shall include all costs for application/spraying equipment transportation, railroad permit costs, railroad safety requirements, pesticide material, PPE, etc. to treat both sides of the railroad in the designated locations (except when in open areas, without SLF host vegetation, or buffered areas where treatments are strictly prohibited). The contract award shall be based on the **Total Bid Price**. The mileage listed below is based on the railroad priority areas outlined in Appendix B. Payment will be based on the mileage treated (on both sides of the tracks) by the Awarded Bidder performing services on this project and recorded on the Rail Mileage Log. **NOTE: The total maximum estimated miles of railroad for treatments for this contract are estimated at 64.8 miles, per treatment season. Not all 64.8 miles will receive treatments, due to buffers, open areas without SLF host vegetation, or open water where treatments are strictly prohibited. For purposes of this bid, cost per rail mile is the same whether the treatment occurs on one side of the rail line only or on both sides of the rail line.**

1. Cost of hydraulic sprayer applied bifenthrin per rail mile: \$_____ X 64.8 miles =
 \$_____ **TOTAL BID PRICE.** (Payments will only be made for actual treatments applied.)

_____ Check here to confirm that copies of the Commercial Pesticide Applicators certificate and Pesticide Business License are submitted with the bid.

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B:

BIDDER DATA SHEET

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. Qualification: The bidder must have the capability and capacity in all respects to satisfy fully all the contractual requirements.

1. Bidder's primary contact:

Name and Title: _____ Phone:(____)_____

2. Years in business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

3. Bidder Information:

eVA Bidder ID or DUNS Number:_____

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company:_____ Contact:_____

Phone :(____)_____ Email:_____

Project: _____

Dates of Service:_____ Value: \$_____

B. Company:_____ Contact:_____

Phone :(____)_____ Email:_____

Project: _____

Dates of Service:_____ Value: \$_____

C. Company:_____ Contact:_____

Phone :(____)_____ Email:_____

Project: _____

Dates of Service:_____ Value: \$_____

D. Company:_____ Contact:_____

Phone :(____)_____ Email:_____

Project: _____

Dates of Service:_____ Value: \$_____

I certify the accuracy of this information:

Signed:_____ Title:_____ Date:_____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C: SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 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.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: I plan to use subcontractors I plan to complete all work

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 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 DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

RETURN OF THIS PAGE REQUIRED

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor 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 offeror'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 dollar value or percentages may result in breach of the contract.

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

Subcontract #1

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

NOTE: This information can be captured using this template or using the sourcing tools available in eVA.

RETURN OF THIS PAGE REQUIRED

ATTACHMENT D

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The Bidder:

- is a corporation or other business entity with the following SCC identification number: _____
-OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the 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 SHEET IS REQUIRED

APPENDIX A

Rail Mileage Log

Date: _____

Weather Info: _____
(Temp) (Wind) (% Humidity)

Railroad Location: _____

VDACS Representative: _____
Print Name

Contractor Representative: _____
Print Name

Rail Mileage Treated

Starting GPS	Ending GPS	Rail Mileage treated
TOTAL		

Signatures

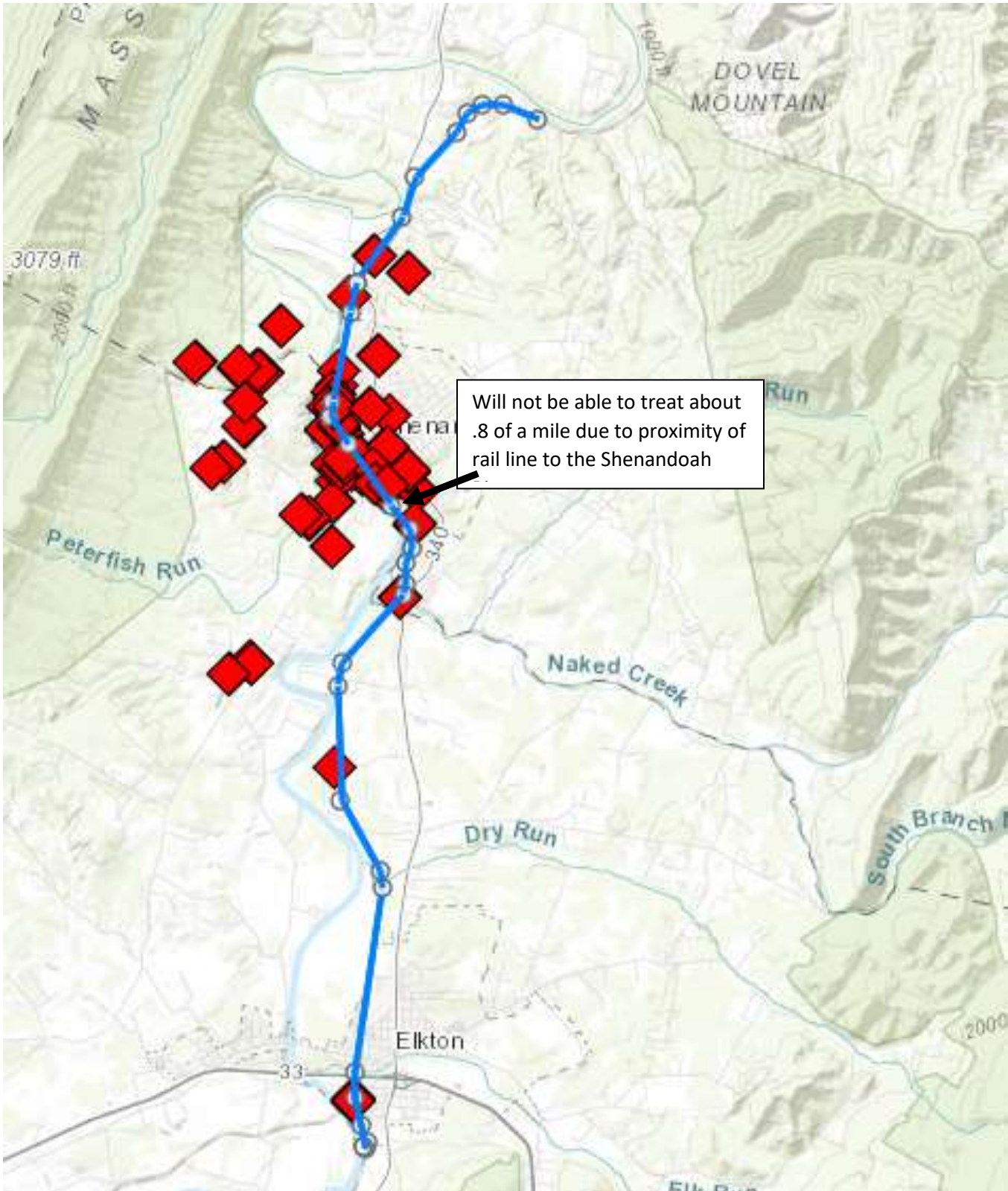
VDACS Representative: _____

Contractor Representative: _____

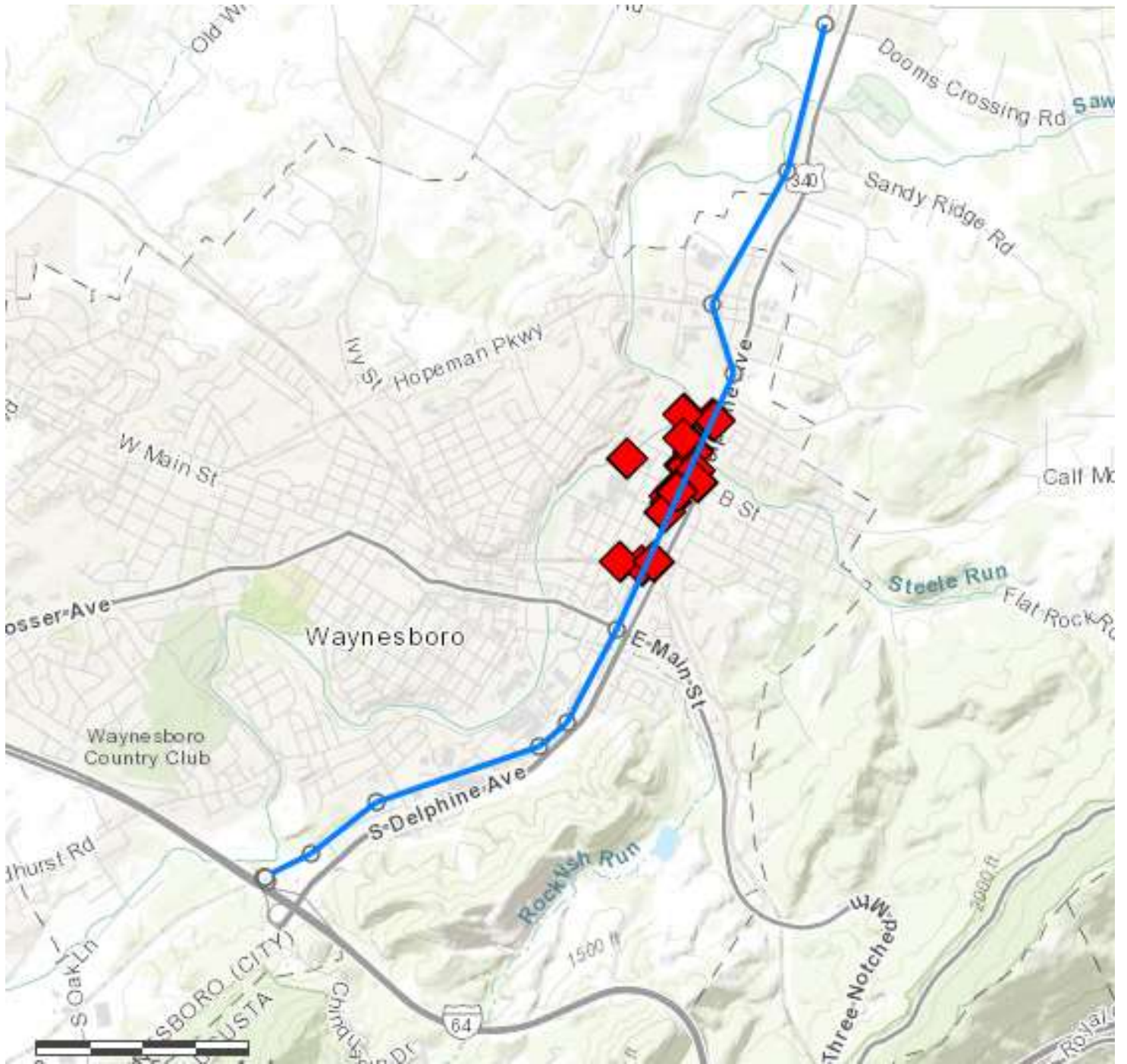
APPENDIX B – Maps of Railroad Sections Designated for Treatments

Note: Sections of railroad are organized by level of priority for treatments.

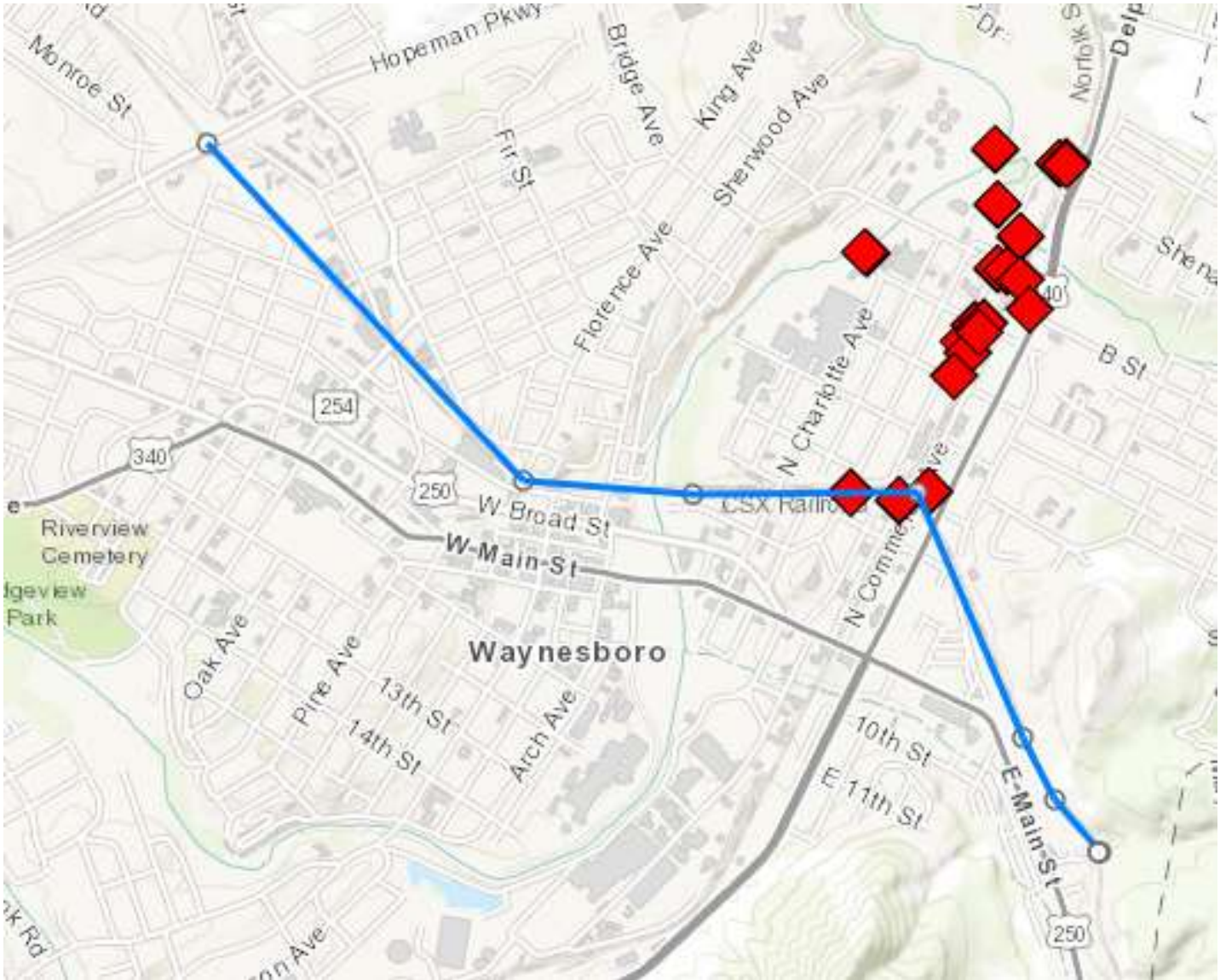
Priority 1 - Town of Shenandoah in Page County to Elkton in Rockingham County – Rail Line: Norfolk Southern – 10 miles



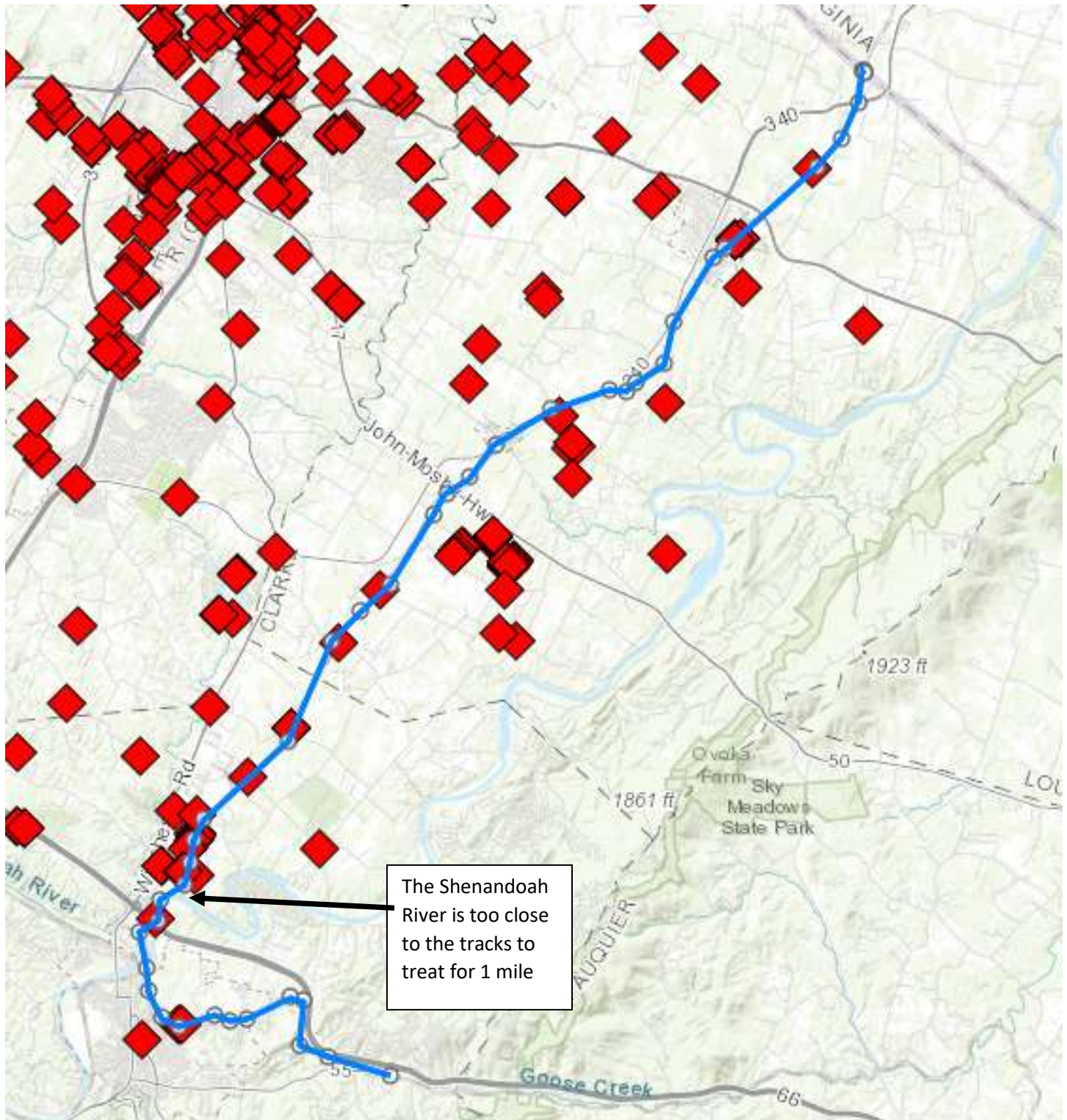
Priority 2: City of Waynesboro – Rail Line: Norfolk Southern – 5 miles



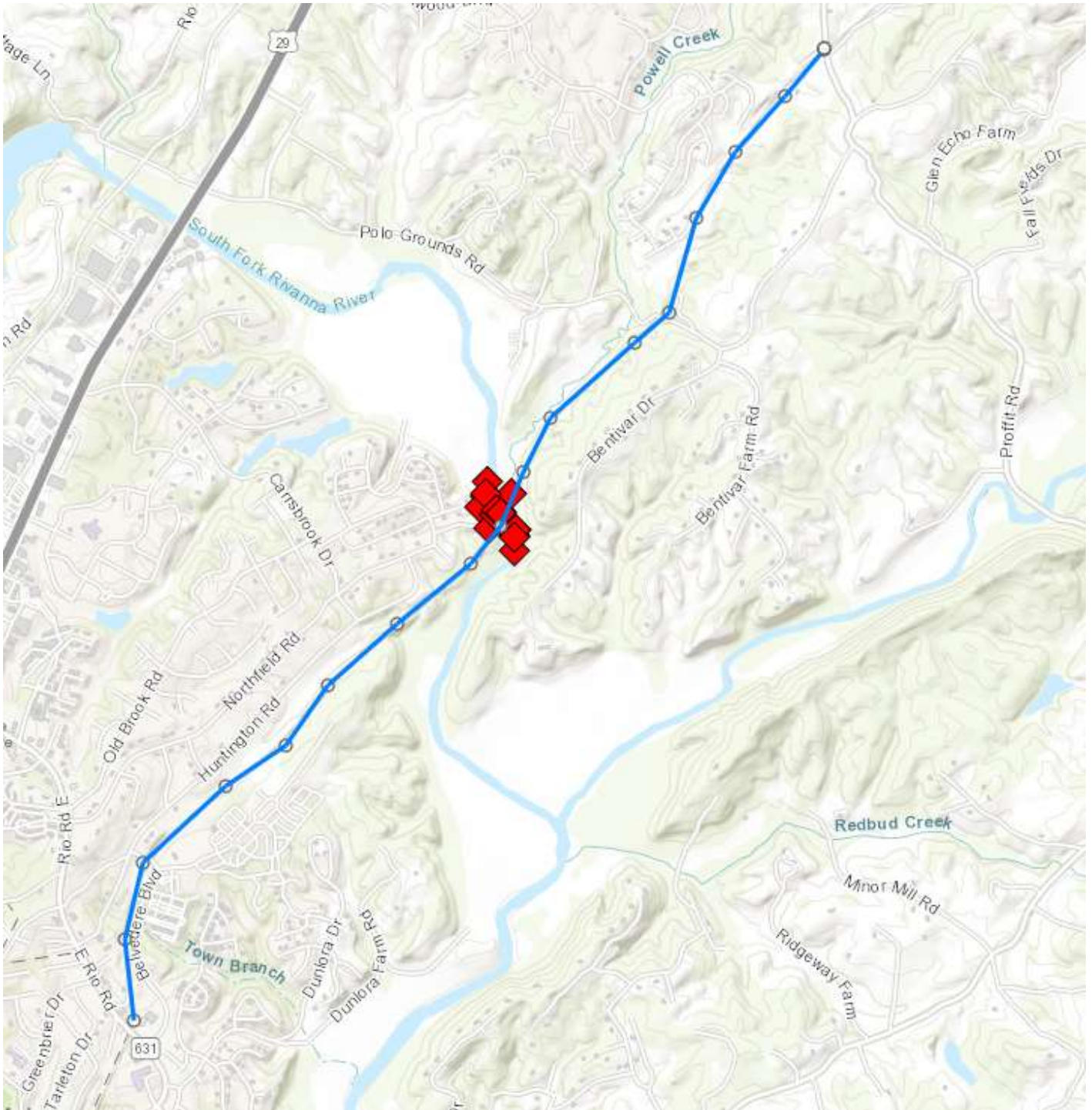
Priority 2 Continued: City of Waynesboro – Rail Line: CSX – 2.5 miles



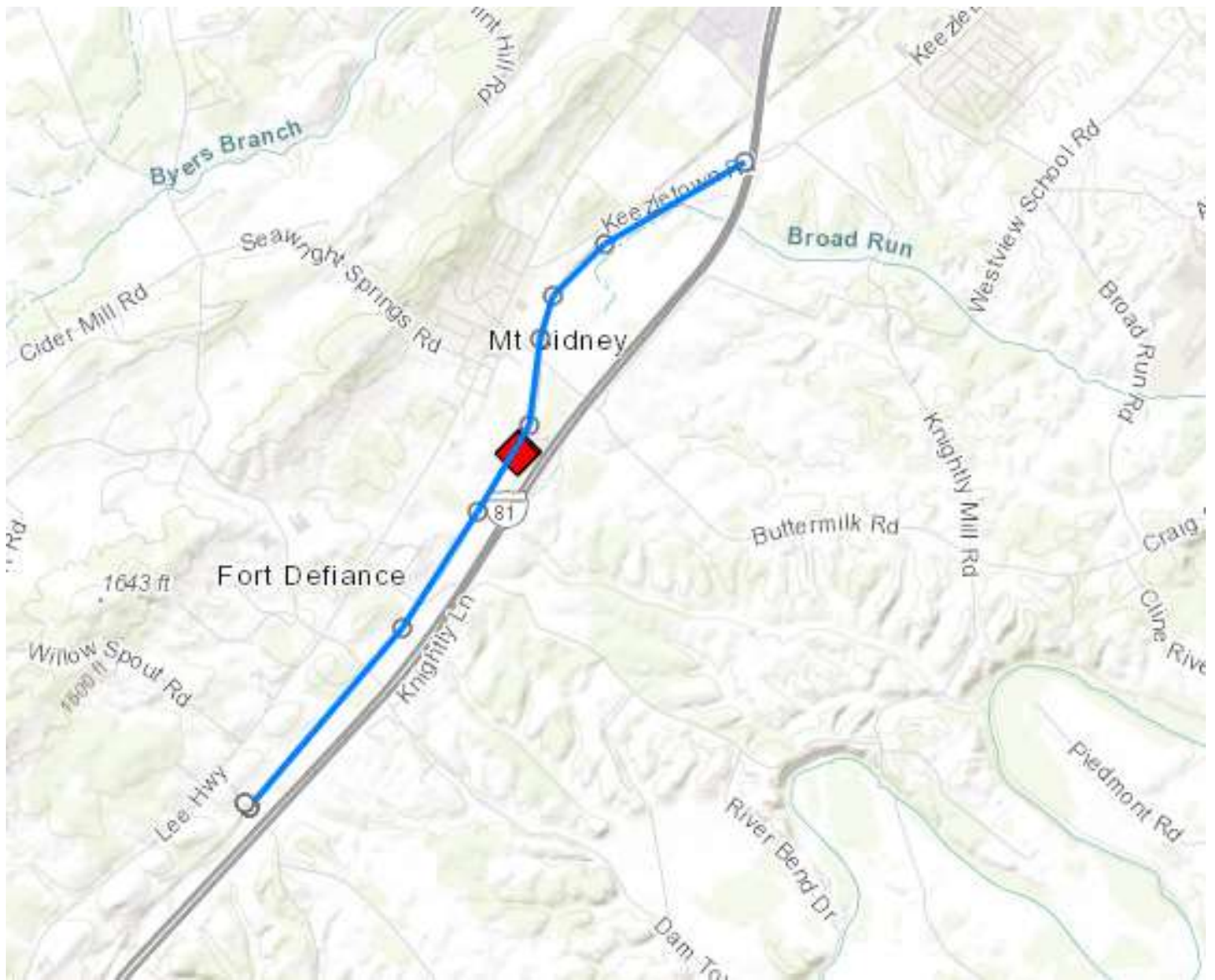
Priority 3: From Front Royal in Warren County to the West Virginia line in Clarke County – Rail Line: Norfolk Southern – 29 miles



Priority 4: North Albemarle County on the Greenway Trail – Rail Line: Norfolk Southern – 3.8 miles



Priority 5: Mount Sidney rest Area, South Bound – Rail Line: Norfolk Southern – 3.5 miles



Priority 6: Middletown to Stevens City – Rail Line: CSX – 11 miles

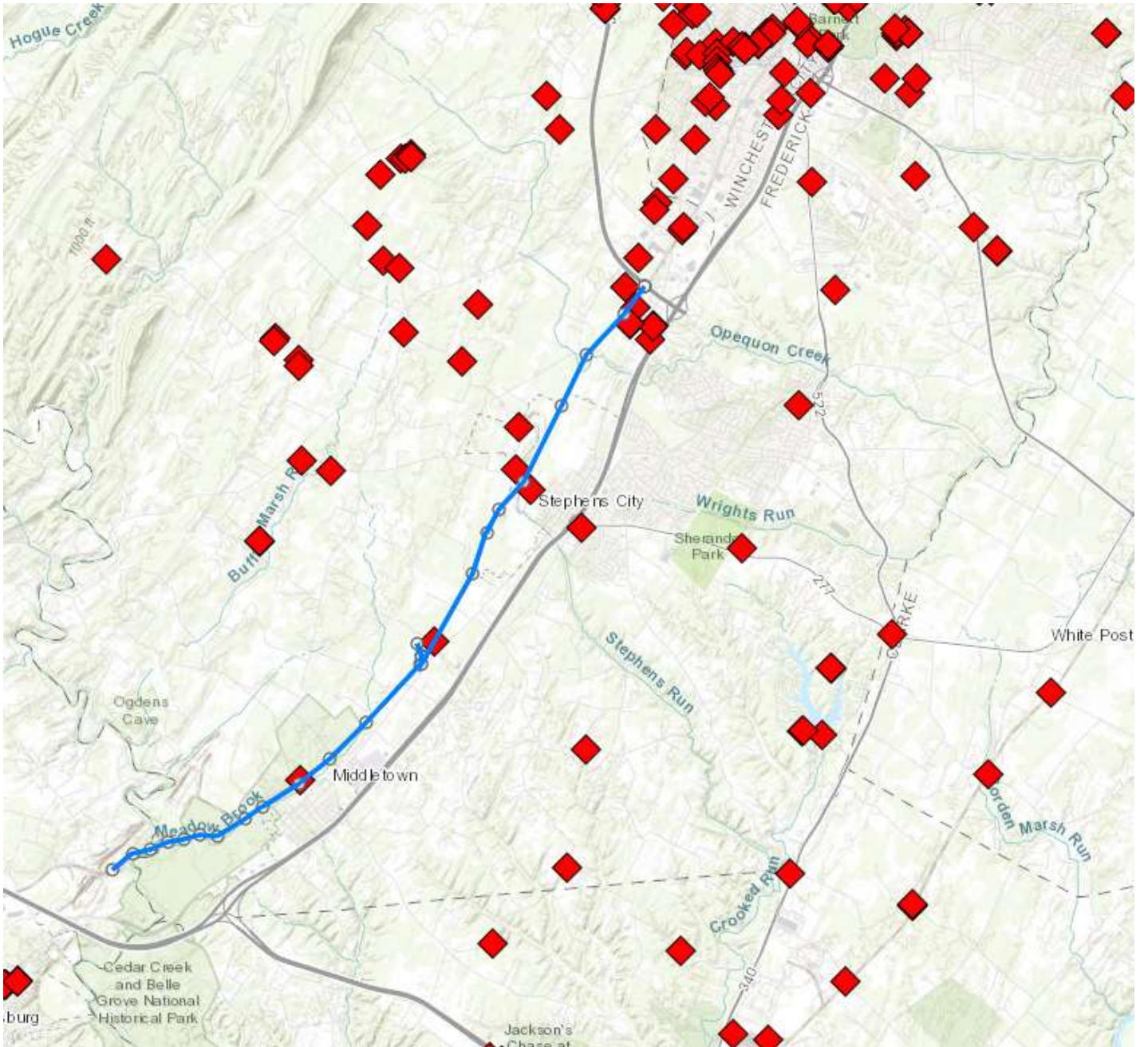


TABLE 1 – Spotted Lanternfly Host Vegetation

<u>Host Plant</u>	<u>Common Name</u>	<u>Family</u>	<u>SLF Life Stage or Activity</u>
<i>Acacia</i> sp. Mill.	Acacia	Fabaceae	Unknown
<i>Acer buergerianum</i> Miq.	Trident maple	Sapindaceae	Unknown
<i>Acer negundo</i> L.	Boxelder	Sapindaceae	Egg, nymph
<i>Acer palmatum</i> Thunb.	Japanese maple	Sapindaceae	Egg, nymph, adult
<i>Acer pictum</i> ssp. <i>mono</i> (Maxim.) H. Ohashi	Painted maple	Sapindaceae	Unknown
<i>Acer platanoides</i> L.	Norway maple	Sapindaceae	Egg, nymph, adult
<i>Acer pseudoplatanus</i> L.	Sycamore maple	Sapindaceae	Nymph
<i>Acer rubrum</i> L.	Red maple	Sapindaceae	Egg, nymph, adult
<i>Acer saccharinum</i> L.	Silver maple	Sapindaceae	Egg, nymph, adult
<i>Acer saccharum</i> Marshall	Sugar maple	Sapindaceae	Adult, nymph
<i>Actinidia chinensis</i> Planch	Kiwi	Actinidiaceae	Nymph, adult
<i>Ailanthus altissima</i> (Mill.) Swingle	Tree-of-heaven	Simaroubaceae	Egg, nymph, adult
<i>Albizia julibrissin</i> Durazz.	Persian silk tree	Fabaceae	Nymph
<i>Alcea</i> sp. L.	Hollyhocks	Malvaceae	Nymph
<i>Alnus incana</i> (L.) Moench	Grey alder	Betulaceae	Nymph
<i>Amelanchier canadensis</i> (L.) Medik.	Canadian serviceberry	Rosaceae	Unknown
<i>Amelanchier</i> sp. Medik.	Serviceberry	Rosaceae	Nymph
<i>Angelica daburica</i> (Fisch.ex Hoffm.) Benth. ex. Hook.	Dahurian angelica	Apiaceae	Nymph
<i>Aralia cordata</i> Thunb.	Japanese spikenard	Araliaceae	Nymph
<i>Aralia elata</i> (Miq.) Seem.	Japanese angelica tree	Araliaceae	Nymph
<i>Arctium lappa</i> L.	Greater burdock	Asteraceae	Nymph
<i>Armoracia rusticana</i> G. Gaertn, B. Mey. & Scherb	Horseradish	Brassicaceae	Nymph, adult
<i>Betula alleghaniensis</i> Britt.	Yellow birch	Betulaceae	Egg
<i>Betula lenta</i> L.	Sweet birch	Betulaceae	Egg, nymph, adult
<i>Betula nigra</i> L.	River birch	Betulaceae	Egg, nymph, adult
<i>Betula papyrifera</i> Marshall	Paper birch	Betulaceae	Egg, nymph, adult
<i>Betula pendula</i> Roth	European white birch	Betulaceae	Nymph
<i>Betula platyphylla</i> Sukaczew	Asian white birch	Betulaceae	Egg, nymph, adult
<i>Broussonetia papyrifera</i> (L.) L’Her. Ex Vent.	Paper mulberry	Moraceae	Unknown
<i>Buxus microphylla</i> Siebold & Zucc.	Japanese boxwood	Buxaceae	Unknown
<i>Buxus sinica</i> (Rehder & E.H. Wilson) M. Cheng	Chinese boxwood	Buxaceae	Egg
<i>Callistephus chinensis</i> (L.) Nees	China aster	Asteraceae	Unknown
<i>Camellia sinensis</i> (L.) Kuntze	Tea	Theaceae	Unknown
<i>Cannabis sativa</i> L.	Hemp	Cannabaceae	Unknown
<i>Carpinus caroliniana</i> Walter	American hornbeam	Betulaceae	Egg
<i>Carya glabra</i> (Mill.) Sweet	Pignut hickory	Juglandaceae	Nymph/adult
<i>Carya ovata</i> (Mill.) K. Koch	Shagbark hickory	Juglandaceae	Egg, nymph, adult
<i>Castanea crenata</i> Siebold & Zucc.	Japanese chestnut	Fagaceae	Egg
<i>Catalpa bungei</i> C.A. Mey.	Manchurian catalpa	Bignoniaceae	Unknown
<i>Cedrela fissilis</i> Vell.	Argentine cedar	Meliaceae	Nymph

<i>Celastrus orbiculatus</i> Thunb.	Oriental bittersweet	Celastraceae	Nymph, adult
<i>Chamerion angustifolium</i> (L.) Holub	Fireweed	Onagraceae	Unknown
<i>Colutea arborescens</i> L.	Bladder senna	Fabaceae	Unknown
<i>Cornus controversa</i> Hensl. Ex Prain	Wedding cake tree	Cornaceae	Nymph, adult
<i>Cornus florida</i> L.	Flowering dogwood	Cornaceae	Egg
<i>Cornus kousa</i> Hance	Kousa dogwood	Cornaceae	Nymph, adult
<i>Cornus officinalis</i> Siebold & Zucc.	Asiatic dogwood	Cornaceae	Nymph, adult
<i>Cornus</i> sp. L.	Dogwoods	Cornaceae	Nymph, adult
<i>Corylus americana</i> Walter	American hazelnut	Betulaceae	Adult
<i>Diospyros kaki</i> L. f.	Japanese persimmon	Ebenaceae	Egg, nymph, adult
<i>Elaeagnus umbellata</i> Thunb.	Autumn olive	Elaeagnaceae	Nymph, adult
<i>Euphorbia pulcherrima</i> Willd. Ex Klotzsch	Poinsettia	Euphorbiaceae	Adult
<i>Fagus grandifolia</i> Ehrh.	American beech	Fagaceae	Egg, nymph
<i>Ficus carica</i> L.	Edible fig	Moraceae	Unknown
<i>Firmiana simplex</i> (L.) W.E. Wight	Chinese parasol tree	Sterculiaceae	Nymph
<i>Forsythia</i> sp. Vahl	Forsythia	Oleaceae	Nymph
<i>Fraxinus americana</i> iL.	White ash	Oleaceae	Egg, nymph, adult
<i>Glycine max</i> (L.) Merr.	Soybean	Fabaceae	Unknown
<i>Hibiscus</i> sp. L.	Hibiscus	Malvaceae	Nymph
<i>Humulus japonicus</i> Siebold & Zucc.	Hops	Cannabaceae	Nymph
<i>Humulus lupulus</i> L.	Hops	Cannabaceae	Nymph, adult
<i>Juglans cinerea</i> L.	Butternut	Juglandaceae	Nymph, adult
<i>Juglans hindsii</i> (Jeps.) Jeps. Ex R.F. Sm.	Northern California walnut	Juglandaceae	Nymph, adult
<i>Juglans major</i> (Torr.) A. Heller	Arizona walnut	Juglandaceae	Nymph, adult
<i>Juglans mandshurica</i> Maxim	Manchurian walnut	Juglandaceae	Nymph, adult
<i>Juglans microcarpa</i> Berl.	Texas walnut	Juglandaceae	Nymph, adult
<i>Juglans nigra</i> L.	Black walnut	Juglandaceae	Nymph, adult
<i>Juglans</i> sp. L.	Walnuts	Juglandaceae	Unknown
<i>Juglans x sinensis</i> (D.C.) Rehd.	English walnut	Juglandaceae	Nymph
<i>Juniperus chinensis</i> L.	Chinese juniper	Cupressaceae	Nymph, adult
<i>Ligustrum lucidum</i> W.T. Alton	Glossy privet	Oleaceae	Unknown
<i>Lindera benzoin</i> L.	Northern spicebush	Lauraceae	Egg
<i>Liriodendron tulipifera</i> L.	Tuliptree	Magnoliaceae	Egg, nymph, adult
<i>Lonicera</i> sp. L.	Honeysuckle	Caprifoliaceae	Nymph
<i>Luffa</i> sp. Mill.	Sponge gourd	Cucurbitaceae	Nymph
<i>Maackia amurensis</i> Rupr. & Maxim.	Amur Maackia	Fabaceae	Nymph
<i>Magnolia kobus</i> D.C.	Kobus magnolia	Magnoliaceae	Nymph
<i>Magnolia obovata</i> Thunb.	Japanese bigleaf magnolia	Magnoliaceae	Nymph
<i>Mallotus japonicus</i> Muell. Arg.	East Asian mallotus	Euphorbiaceae	Adult
<i>Malus pumila</i> Mill.	Paradise apple	Rosaceae	Egg, nymph, adult
<i>Malus spectabilis</i> (Aiton) Borkh.	Asiatic apple	Rosaceae	Unknown
<i>Malus</i> sp. Mill.	Apple	Rosaceae	Adult
<i>Melia azedarach</i> L.	Chinaberry tree	Meliaceae	Nymph, adult
<i>Metaplexis japonica</i> (Thunb.) Makino	Rough potato	Apocynaceae	Nymph
<i>Monarda</i> sp. L.	Bee balm	Lamiaceae	Nymph
<i>Morus alba</i> L.	White mulberry	Moraceae	Nymph

<i>Morus bombycis</i> Koidz.	Korean mulberry	Moraceae	Nymph
<i>Nicotiana</i> sp. L.	Tobacco	Solanaceae	Unknown
<i>Nyssa sylvatica</i> Marshall	Blackgum	Cornaceae	Nymph, adult
<i>Ocimum basilicum</i> L.	Basil	Lamiaceae	Nymph
<i>Osmanthus</i> sp. Lour.	Devilwoods	Oleaceae	Unknown
<i>Ostrya virginiana</i> K. Koch	American hophornbeam	Betulaceae	Egg
<i>Parthenocissus quinquefolia</i> (L.) Planch.	Virginia Creeper	Vitaceae	Nymph, adult
<i>Paulownia kawakamii</i> Ito	Sapphire dragon tree	Paulowniaceae	Unknown
<i>Paulownia tomentosa</i> (Thunb.) Siebold & Zucc. Ex Steud.	Princesstree	Paulowniaceae	Unknown
<i>Phellodendron amurense</i> Rupr.	Amur corktree	Rutaceae	Egg, nymph, adult
<i>Philadelphus schrenkii</i> Rupr.	Mock orange	Hydrangeaceae	Nymph
<i>Phyllostachys heterocyclus</i> (Carriere) Matsum.	Tortoiseshell bamboo	Poaceae	Unknown
<i>Picrasma quassioides</i> (D. Don.) Benn.	Nigaki	Simaroubaceae	Nymph, adult
<i>Pinus strobus</i> L.	Eastern white pine	Pinaceae	Egg
<i>Platanus orientalis</i> L.	Oriental plane tree	Platanaceae	Nymph, adult
<i>Platanus occidentalis</i> L.	American sycamore	Platanaceae	Egg, adult
<i>Platanus x acerifolia</i> (Aiton) Willd.	London plane tree	Platanaceae	Egg
<i>Platycarya strobilacea</i> Siebold Zucc.	Platycarya	Juglandaceae	Unknown
<i>Platyclusus orientalis</i> (L.) Franco	Oriental arborvitae	Cupressaceae	Nymph, adult
<i>Populus alba</i> L.	White Poplar	Saliaceae	Egg
<i>Populus grandidentata</i> Michx.	Bigtooth aspen	Salicaceae	Nymph/adult
<i>Populus koreana</i> J. Rehder	Korean poplar	Salicaceae	Adult
<i>Populus simonii</i> Carriere	Simon's poplar	Salicaceae	Unknown
<i>Populus tomentiglandulosa</i> T. Lee	Korea poplar	Salicaceae	Adult
<i>Populus tomentosa</i> Carriere	Chinese white poplar	Salicaceae	Unknown
<i>Prunus armeniaca</i> L.	Apricot	Rosaceae	Egg, nymph, adult
<i>Prunus avium</i> (L.) L.	Sweet cherry	Rosaceae	Egg
<i>Prunus cerasus</i> L.	Sour cherry	Rosaceae	Unknown
<i>Prunus mume</i> Siebold & Zucc.	Japanese apricot	Rosaceae	Nymph, adult
<i>Prunus persica</i> (L.)	Peach/nectarine	Rosaceae	Nymph, adult
<i>Prunus salicina</i> Lindl.	Japanese plum	Rosaceae	Nymph, adult
<i>Prunus serotina</i> Lindl.	Black cherry	Rosaceae	Egg, nymph, adult
<i>Prunus serrulata</i> Lindl.	Japanese flowering cherry	Rosaceae	Egg
<i>Prunus x yedoensis</i> Matsum.	Hybrid cherry	Rosaceae	Egg
<i>Pseudocarya stenoptera</i> C. DC.	Chinese wingnut	Juglandaceae	Nymph
<i>Punica granatum</i> L.	Pomegranate	Lythraceae	Egg, nymph, adult
<i>Pyrus</i> sp. L.	Pear	Rosaceae	Nymph
<i>Quercus acutissima</i> Carruthers	Sawtooth oak	Fagaceae	Egg, nymph, adult
<i>Quercus aliena</i> Blume	Oriental white oak	Fagaceae	Nymph
<i>Quercus montana</i> Willd.	Chestnut oak	Fagaceae	Egg, nymph
<i>Quercus rubra</i> L.	Northern red oak	Fagaceae	Egg, nymph
<i>Quercus</i> sp. L.	Oak	Fagaceae	Unknown
<i>Rhus chinensis</i> Mill.	Chinese sumac	Anacardiaceae	Nymph
<i>Rhus typhina</i> L.	Staghorn sumac	Anacardiaceae	Adult, nymph

<i>Robinia pseudoacacia</i> L.	Black Locust	Fabaceae	Egg, nymph, adult
<i>Rosa hybrida</i> L.	Hybrid rose	Rosaceae	Nymph
<i>Rosa multiflora</i> Thunb.	Multiflora Rose	Rosaceae	Nymph
<i>Rosa rugosa</i> Thunb.	Rugosa rose	Rosaceae	Nymph
<i>Rosa</i> sp. L.	Rose	Rosaceae	Nymph
<i>Rubus crataegifolius</i> Bunge	Korean raspberry	Rosaceae	Nymph
<i>Rubus</i> sp. L.	Blackberry and raspberry	Rosaceae	Nymph
<i>Salix babylonica</i> L.	Weeping willow	Salicaceae	Nymph, adult
<i>Salix koreensis</i> Andersson	Korean willow	Salicaceae	Nymph, adult
<i>Salix matsudana</i> Koidz.	Corkscrew willow	Salicaceae	Nymph, adult
<i>Salix</i> sp. L.	Willow	Salicaceae	Egg, nymph, adult
<i>Salix udensis</i> Trautv. & C.A. Mey	Willow	Salicaceae	Nymph, adult
<i>Salvia</i> sp. L. (annual excluded)	Perennial salvia	Lamiaceae	Nymph
<i>Sassafras albidum</i> (Nutt.) Nees	Sassafras	Lauraceae	Egg, nymph, adult
<i>Sorbaria sorbifolia</i> (L.) A. Braun	False spiraea	Rosaceae	Nymph
<i>Sorbus commixta</i> Hedl.	Japanese rowan	Rosaceae	Nymph
<i>Styphnolobium japonicum</i> (L.) Schott	Japanese pagoda tree	Fabaceae	Egg
<i>Stynax japonicus</i> Siebold & Zucc.	Japanese snowbell	Styracaceae	Egg, nymph, adult
<i>Styrax obassia</i> Siebold & Zucc.	Fragrant snowbell	Styracaceae	Nymph, adult
<i>Syringa vulgaris</i> L.	Common lilac	Oleaceae	Egg
<i>Tamarix chinensis</i> Lour.	Five-stamen tamarix	Tamaricaceae	Unknown
<i>Tetradium daniellii</i> (Benn.)	Bee-bee tree	Rutaceae	Egg, nymph, adult
<i>Tetradium</i> spp. Lour.	Tetradium	Rutaceae	Adult
<i>Thuja occidentalis</i> L.	Arborvitae	Cupressaceae	Nymph
<i>Tilia americana</i> L.	American basswood	Meliaceae	Egg, nymph, adult
<i>Toona sinensis</i> (A. Juss.) M. Roem.	Chinese mahogany	Meliaceae	Egg, nymph, adult
<i>Toxicodendron radicans</i> (L.) Kuntze	Poison ivy	Anacardiaceae	Nymph
<i>Toxicodendron vernicifluum</i> (Stokes) F.A. Barkley	Chinese lacquer	Anacardiaceae	Nymph
<i>Ulmus pumila</i> L.	Siberian elm	Ulmaceae	Unknown
<i>Ulmus rubra</i> Muhl.	Slippery elm	Ulmaceae	Nymph, adult
<i>Ulmus</i> sp. L.	Elms	Ulmaceae	Egg
<i>Vaccinium angustifolium</i> Aiton	Lowbush blueberry	Eriacaceae	Nymph
<i>Viburnum prunifolium</i> L.	Blackhaw	Adoxaceae	Egg
<i>Vitis amurensis</i> Rupr.	Amur grape	Vitaceae	Nymph, adult
<i>Vitis labrusca</i> L.	Fox grape	Vitaceae	Egg
<i>Vitis riparia</i> Michx.	Riverbank grape	Vitaceae	Adult
<i>Vitis</i> sp. L.	Wild grape	Vitaceae	Nymph, adult
<i>Vitis vinifera</i> L.	Wine Grape	Vitaceae	Egg, nymph, adult
<i>Zanthoxylum simulans</i>	Chinese pepper	Rutaceae	Egg, nymph, adult
<i>Zelkova serrata</i> (Thunb.) Makino	Japanese zelkova	Ulmaceae	Egg