Commonwealth of Virginia
Department of Forestry

HERBICIDE SITE PREPARATION AND RELEASE SPRAYING
(STATE FOREST)

Issue Date: May 22, 2019
Title: Herbicide Site Preparation and Release Spraying
Commodity Code: 91021
Issuing Agency: Commonwealth of Virginia, Department of Forestry
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903

Using Agency and/or Location: Where Work Will Be Performed: Dragon Run and Cumberland State Forests
(Cumberland, and King and Queen Counties)

Period of Contract: Aerial spray application – August 1, 2019 through October 1, 2019.

Sealed Bids will be received until 2:00 p.m. on July 16, 2019, for furnishing the Goods/Services described. All inquiries for Information should be directed to: Tom Zaebst, Phone: 804-492-4121 located at the Cumberland State Forest.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Goods/Services Described At The Price(s) Indicated In Section 7, Pricing Schedule. Use the Bid Form on Page 16.

Name and Address of Firm:

Date: ____________________________
By: ____________________________  (Signature in Ink)

Zip Code __________________________

FEI/FIN NO. __________________________

Name: ____________________________  (Please Print)

Telephone Number: ( ____ ) __________________________

Title: ____________________________

To view tracts to be treated contact Tom Zaebst at 804-492-4121 (Cumberland State Forest) or Dennis Gaston 804-966-2201 (Dragon Run State Forest).
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1. PURPOSE:

The purpose and intent of this Invitation for Bid is to establish contract prices from herbicide applicators, hereinafter called Contractors, for the application of herbicides for site prep and aerial release on State Forest land in Virginia. The Department of Forestry, hereinafter called Department is authorized to contract for the services under Sections 10.1-1101 and 10.1-1105 of the Code of Virginia.

2. SCOPE OF WORK:

2.1 Contractor Responsibilities and Rights

2.1.1 General: Contractor agrees to furnish all labor, supervision, insurance, tools, equipment, and chemicals, and to apply herbicides in accordance with the terms and specifications of this agreement.

2.1.2 Independent Contractor: The Contractor, his employees and agents are not to be, at any time, considered servants, agents, or employees of the Commonwealth of Virginia, nor of any department or division thereof, but instead are considered to be independent contractors.

2.1.3 Sub-Contract: The Contractor shall not offer sublet to subcontractors without first securing consent of the Department.

2.1.4 Consent by the Department to any such subletting shall not relieve the Contractor of full responsibility and liability for the work to be performed by the subcontractor.

2.1.5 Contractor shall notify the Department of the names and addresses of all subcontractors as soon as they are determined and such notices shall include the location, nature and extent of the work to be performed.

2.1.6 Operations and Inspections: Contractor shall apply herbicides to all tracts contracted under this agreement. Specifics of the operations are spelled out in Attachment 3.

2.1.7 The Contractor agrees to have an aircraft and full complement of delivery and support systems ready for application work in time to complete the work within the specified time frame.

2.1.8 The Contractor agrees to provide at least one helicopter with attached spraying equipment as defined in this contract.

2.1.9 Chemical Purchases: It shall be the responsibility of the Contractor to secure and/or purchase the appropriate chemicals, supplies, additives, etc., to meet the requirements of Attachment 4, of this agreement. The Contractor shall also be responsible that adequate amounts of these chemicals, supplies, additives, etc., be in proper amounts and strategic locations for the spraying project so that delays shall not occur due to the absence of these substances.

2.1.10 Contractor also agrees to comply with all laws, rules and/or regulations applicable to the safe performance of such work, including without limiting the generality of the foregoing, Public Law 91-596, Title, "Occupational Safety and Health Act of 1970."

2.1.11 Certification: All aircraft used in this project shall be operated in conformity with the requirements of the Federal Aviation Administration and State Corporation Commission and be fully and properly registered and/or certified in compliance with all local, state, and federal laws and regulations including the Virginia Department of Aviation permit. Registration shall be in pilot's possession.

2.1.12 All appropriate certification and licensing, required by the Environmental Protection Agency and Virginia Department of Agriculture and Consumer Services, pertaining to the use and application of herbicides shall be the responsibility of the Contractor. Certifications, licenses and/or permits shall be valid for the period of application and available for inspection by federal, state, and local authorities having jurisdiction over this project. Copies of these certificates, licenses, and permits shall be made available to the Department upon request. (see Section 5.7 for a complete list of requirements)

2.1.13 Pilot: The pilot(s) must carry a valid commercial pilot's certificate. Each pilot used in this operation must have a minimum of 250 hours of helicopter flying time, which shall include a minimum of 25 hours of low-level flying for the application of herbicides for woody plant control. Flying shall be in compliance with all federal, state, and local laws.
2.1.14 **Aircraft:** The aircraft to be used for this project shall be restricted to a helicopter capable of lifting a minimum load of 50 gallons and a maximum of 150 gallons of chemical mix.

2.1.15 All equipment, supplies, chemicals, and aircraft, as well as mixing, loading and application shall be subject to inspection by the Department at any time during this project. This will include random checks by the Department of any or all treatment tracts including aerial application and ground application.

2.1.16 **Contractor Safety:** Contractor agrees to perform the work in a safe and careful manner and to furnish and use, and require its employees to use, such safety devices, methods and measures as are required by the Worker Protection Standard to protect its employees, its subcontractor's employees, the employees of others engaged in the work, and the public against bodily injury or damage to property.

2.1.17 **Communications**

a) The Contractor shall use appropriate radio equipment to insure continuous ground-to-air communications during all air operations.

b) Should communications equipment fail while an operation is in progress, the operation shall terminate immediately and shall not resume until communications are again established.

2.1.18 Department / Contractor Communication: Prior to arrival of the spray ship the contractor **will notify the State Forest Office and the County Sheriff’s Office of the expected dates and purpose of operation in the county.** Include the company name, type of helicopter, tail number, and contact phone number in the notification. The Contractor will notify the State Forest Office and the Sheriff’s Office again on the departure of the ship from the county.

2.1.19 The Department’s Forest Manager and the Contractor will communicate prior to the tracts being sprayed to discuss tract specific information. The contractor will notify the State Forest prior to commencing the spray operation in a timely manner.

2.1.20 **Tract Visits:** In preparing for the spraying operation, the contractor will exercise due diligence in planning for the operation; including making necessary site visits and reconnaissance.

2.1.21 **Damage Claims:** Should the Contractor receive notice of any damage claim, he shall, in turn, **notify the State Forest within 10 days specifying location of tract sprayed, nature of damage, and name and address of the person making said claim.** The Contractor shall also contact the person making the claim within 10 days to begin the process for resolution of the claim. Upon resolution of the claim, the Contractor will inform the State Forest of the resolution. Failure of the Contractor to comply shall be deemed a serious violation that may result in contract termination.

2.1.22 **Contractor Rights:** The Contractor reserves the right to halt spray operations when the Department or one of its representatives, fail to meet their responsibilities as outlined in this contract.

2.1.23 The Contractor reserves the right to halt spray operations when, in the Contractor's opinion, conditions are unsafe for aircraft flight and/or herbicide applications.

### 2.2 Department Responsibilities and Rights

2.2.1 **Tract Designation:** A tract shall include all of a parcel of land encompassed by a continuous perimeter boundary. While there may be numerous "parcels" within a tract, acreage of all sprayed parcels within a tract shall be totaled to obtain total sprayed acreage for a given tract.

2.2.2 The Department shall provide a map and GPS coordinates to the Contractor of each tract to be sprayed before operations begin.

2.2.3 The Department map shall show streams, water impoundments, dwellings, crops and other hazardous areas which must not be sprayed. If the acreage to be sprayed is changed by request of State Forest Personnel, or by decision of the pilot, the acreage change shall be noted on the map and the flight log before leaving the tract. **Acreage changes with corresponding reasons for the change shall also be reported to the Department on the Form 7.17, County Summary of Aerial Herbicide Application.**

2.2.4 The Department’s Forest Manager will be available prior to the beginning of the contract period to show the tracts in each county to the Contractor. **The Department’s Forest Manager and the**
Contractor will communicate prior to the tracts within the county being sprayed to discuss tract specific information. If a meeting is necessary, the Contractor should set up the meeting date and time with the Department’s Forest Manager at least 48 hours in advance to insure the forester’s availability.

2.2.4.1 The Department will provide contact information for public gathering places within 500 feet of treatment blocks expected to be treated with aerial methods.

2.2.4.2 The Department will provide contact information for expected sensitive sites within 5 air miles of expected aerial treatment blocks (power plants, military installations)

2.2.4.3 The Department will provide to the Contractor any known environmentally sensitive sites adjacent to all treatment blocks (public water intakes and others)

2.2.5 The Department reserves the right to halt the spray operation at any time when, in the opinion of the Department, the Contractor violates the contract or the Contractor's performance is unsafe, or otherwise unsatisfactory.

2.2.6 The Department reserves the right to reject any and all bids.

2.2.7 The Department reserves the right to designate approved water sources and only those sources shall be used. The Department may provide to the Contractor with contact information for any approved water sources, municipal or other, which may be available to the contractor during the contract period. It is the responsibility of the contractor and/or subcontractor to make whatever arrangements necessary to secure water for the spray operation.

2.2.8 The Department reserves the right to inspect any and all contractors and subcontractors operations at any time.

2.3 Dates of Application

2.3.1 Aerial broadcast spraying may commence upon August 1, 2019 and end no later than October 1, 2019, unless the Department grants a contract extension.

3. PRE-BID CONFERENCE

Any potential bidder wishing to view the tracts to be sprayed may contact Tom Zaebst at 804-492-4121, or Dennis Gaston at 804-966-2201. No pre-bid conference will be held.

4. GENERAL TERMS AND CONDITIONS

4.1 Vendors Manual: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.

4.2 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.

4.3 Anti-Discrimination: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract
with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
   a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
   c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
   d) The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
   e) In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The Contractor will include the provisions of #1 above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.4 Ethics in Public Contracting: By submitting their (bids/proposals), (bidders/off erors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/off eror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

4.5 Immigration Reform and Control Act of 1986: Applicable for all contracts over $10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4.6 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.

4.7 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 the 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.
4.8 Mandatory Use of State Form & Terms & Conditions for IFBs and RFPs:

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

4.8.2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

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

4.10 PAYMENT:

4.10.1 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 resolved in accordance with Code of Virginia, § 2.2-4363 and 4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
4.10.2 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.

4.10.3 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.

4.10.4 The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

4.11 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, 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.

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

4.13 Testing/Inspection: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

4.14 Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

4.15 Changes to the Contract: Changes can be made to the Contract in any one of the following ways:

4.15.1 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.
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.

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.

Taxes: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

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

Use of Brand Names: Unless otherwise provided in this solicitation (as is stated in this contract – see Attachment #4 ) the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the
evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeree) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

4.19 Transportation and Packaging: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

4.20 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 insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

4.20.1 MINIMUM INSURANCE COVERAGE AND LIMITS:

a) 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.

b) Employer’s Liability - $100,000.

c) 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.

d) 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.).

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<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
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<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<tr>
<td>Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance)</td>
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<tr>
<td>Insurance/Risk Management</td>
<td>$2,150,000 per occurrence, $4,250,000 aggregate</td>
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<tr>
<td>Landscape/Architecture</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
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<td>Surveying</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
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</table>
4.21 **Announcement of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

4.22 **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.

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

4.24 **eVA Business-To-Government Vendor Registration, Contracts, and Orders:** The eVA Internet electronic procurement solution, web site 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 e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

   1) DSBSD-certified Small Businesses: 1%, capped at $500 per order.
   2) 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.

4.25 **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
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.

Bid Price Currency: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

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 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.

5. SPECIAL TERMS AND CONDITIONS

5.1 Delivery System Aerial Application:

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

The nozzles shall be kept clean and free of blockage at all times. At least 12 extra sets of usable and ready nozzles shall be on hand at all times while applications are being made. Cut-off valves shall be of a design to assure positive cut-off at all times when not spraying. Dripping nozzles shall be cause for stopping spray operations.

5.1.2 The boom must be mounted in the front of the aircraft and be located in static air outside of aircraft displacement.

5.1.3 All nozzles and connections of the delivery system shall be free of leaks and spills. Failure to secure a completely closed system shall constitute reason for stopping spray operation.

5.1.4 The spray delivery system must be capable of applying chemical spray having a minimum swath width of 45 feet from the helicopter flying at least 100 feet above the ground, and permitting a uniform distribution of the chemical mixture at the rate of 10 gallons per acre in a single pass for release spraying.

5.2 Support System Aerial Application:

5.2.1 The Contractor will provide qualified personnel with at least one year aerial spray experience and a current Virginia Commercial Pesticide Applicators Certificate in Forest Pest (category 2) to be on site for all aerial application operations. The Contractor will also provide equipment to adequately facilitate herbicide mixing, hauling, personnel movement, loading and fueling during the application. This support group will be responsible to the Contractor and will do those things necessary to provide efficient application at each site. This group and equipment will be expected to move from heliport to heliport as the application service moves from area to area. The Department will not provide transportation for Contractor's personnel.

5.2.2 The Contractor should have adequate support forces, aircraft and personnel to effectively carry out a day of spraying within a given area if and when weather and other factor's permit continuous operations.
5.2.3 The Contractor will have approved metering/measuring devices which will accurately measure the volume of herbicide, water and other required additives into the mixing tank. There will also be an approved metering/measuring device which accurately measures the volume of herbicide mix as it is loaded onto the aircraft.

5.2.4 The Contractor will provide the Department evidence that all metering devices employed have been inspected and calibrated by a licensed inspector within four months of the beginning of the contract.

5.2.5 The Contractor will ensure a minimum of 30 minutes agitation when mixing a full multi-compartment tank of herbicide, surfactant and water. Single tank mixes of 1,000 gallons or less will be agitated for a minimum of 15 minutes. Mixes that have sat for six (6) or more hours after mixing will be agitated for at least 15 minutes before applying.

5.2.6 The Contractor will maintain a completely closed ground support system with all nozzles having quick shutoff valves, all connections leak free and all valves able to completely stop the flow of herbicide and/or mix. Failure to maintain a completely closed system shall constitute reason for stopping spray operations.

5.2.7 The contractor shall have installed and working in the aircraft a geographic positioning system (GPS) capable of defining, recording and displaying flight line information comparable to and compatible with the following systems: Satloc®, Trimble®, AG-NAV®. The system shall be used on each tract treated by aerial methods in the contract to achieve precise, accurate spray swathing on each acre to be sprayed. The pilot will keep tract specific information for each tract treated. Failure to maintain an operable GPS shall constitute reason for stopping spray operations.

5.2.8 The contractor shall electronically store the “tract specific” GPS flight line information so generated until October 1, of the year following the program year; and provide this data to the State Forest to show proof of application to parcel(s) sprayed under the contract. The information will be sent to the Department in an electronic format that is usable in ARCGIS software in “Shapefile” format.

5.2.9 Woody vegetation will be treated in such a manner to achieve 90% coverage of the treatable area as determined by the Department in the growing season following the program year.

5.2.10 The Department’s tract map represents the area and acreage to be sprayed. All tracts have been measured by GPS.

5.3 Insurance

5.3.1 By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, the Contractor will submit their own and all subcontractor’s appropriate documentation of the following insurance coverage’s to the State Spray Coordinator prior to the beginning of the contract.

5.3.2 The Bidder certifies that the contractor and any subcontractors will maintain these insurance coverage’s during the entire term of the contract and that all insurance coverage’s will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

5.3.3 INSURANCE COVERAGE AND LIMITS REQUIRED:

a) Worker's Compensation - Statutory requirements and benefits.

b) Employers Liability - $100,000.

c) Commercial General Liability - $1,000,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor’s Liability or Owner’s and Contractor’s Protective Liability

d) Automobile Liability - $500,000. – Combined Single limit.

e) Aircraft Liability - $1,000,000 Bodily Injury and $1,000,000 property damage.

f) Chemical Liability - $300,000 combined single limit or split limits of $100,000 per person and $300,000 aggregate for bodily injury and $100,000 for property damage.

g) The Commonwealth of Virginia must be named as an Additional Insured with respect to Commercial General Liability Coverage, Aircraft and Chemical Liability Coverage’s.
5.4 Herbicide Label

5.4.1 The Contractor shall carefully follow all instructions and guidelines on the herbicide label. This includes the mixing of various types of herbicides only in accordance with label instructions and EPA regulations. The Contractor shall have a copy of the Chemical Label(s) available on site at all times during the spray operations for each chemical being applied, including surfactants.

5.5 Guidelines for the Application of Herbicides

5.5.1 The Contractor and State Forest representative (if on-site) will insure that the Department’s guidelines for Application of Herbicides are followed as specified in Attachment #3.

5.6 Storage & Disposal: Contractor shall store and dispose of all herbicides, fuel oil and other chemicals and empty containers in a manner consistent with federal, state, and local laws and/or regulations. Service containers used for temporary storage of herbicide concentrates or end-use dilutions shall be labeled in a manner consistent with the Virginia Pesticide Control Act regulations.

5.7 State Requirements: Prior to the beginning of work under this contract, the successful bidder(s) must satisfy the requirements of various Departments of the Commonwealth including, but not limited to, the following:

5.7.1 Virginia Department of Aviation:
   a) Certificate of Insurance
   b) Pesticide Certificate for Aerial Application
   c) Aircraft License

5.7.2 Virginia Department of Taxation:
   a) Payment of Aircraft Sales Use Tax

5.7.3 Virginia Department of Agriculture and Consumer Services:
   a) Certificate of Insurance
   b) Virginia Certificate for Aerial Pesticide Application (Pilot)
   c) Pesticide Business License
   d) Proper Certification for ground crew (Technician Certification or in-training to become a certified technician)
   e) Virginia Commercial Pesticide Application license - supervising forester

5.7.4 Other:
   a) Establish a registered agent with the State Corporation Commission.

5.8 Indemnification: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its agencies, its officers, agents, and employees from any claims, damages and actions of any kind or nature, by Contractor or by third parties, whether at law or in equity, arising from or caused by Contractor’s performance under any contract awarded hereunder, included but not limited to claims arising as the result of the use of materials, goods, equipment or services furnished by Contractor hereunder.

5.9 Award: The Department will make the award of the spray area contract to the lowest responsive and responsible bidder based on the cost per acre multiplied by the acres in each treatment and summed. The Commonwealth 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.

5.10 Extension of Contract: Upon agreement of both parties, this contract may be extended by the Department for a period of up to 10 days as mutually negotiated within 10 days of the expiration date.

5.11 Bid Prices: As specified in the Instructions for Bidding (Section 7.1) bids/offers shall be in the form of a firm per-acre price during the contract period regardless of tract or plot size.

5.12 Availability of Funds: It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
5.13 **Payment for Acreage Sprayed:** The acreage and number of tracts shown in Attachment 2 of this agreement are only estimates based on site prep and release work needed documented by the Department and the Department makes no representation that such estimate will be the final acreage amount or the number of tracts to be sprayed. Payment will be made on total acreage actually treated per terms of this contract.

5.13.1 The Department may request spraying on more acreage than called for in Attachment 2. The additional acreage will not exceed more than 25% of the acreage, without mutual consent of the Contractor. This documented consent for additional acreage shall be subject to the availability of additional chemicals and the time of spraying specified in Section 2.3.1.

5.13.2 The price for treating additional acreage shall remain the same as submitted on the bid form Section 7.2.

5.14 **Labeling of Hazardous Substances:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 3.1-250 of the Code of Virginia (1950), as amended, or section 1261 of Title 15 of the United States Code, then the Bidder, by submitting this bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of §3.1-252 of the Code of Virginia or Title 15 U.S.C. Section 1263.

5.15 **Minority/Women Owned Businesses Subcontracting and Reporting:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

6. **METHOD OF PAYMENT**

6.1 **Department Payment to Contractor:** Payment will be made by the Department to the Contractor for the acres sprayed after the satisfactory completion of the work and the contractor receiving the Department’s approval. The contractor will submit the Department’s Form 158; “County Summary of Aerial Herbicide Application” (attachment #9) once the work is completed within the State Forest or on a weekly basis. The Department will review the number of acres and tracts treated, rate and method of application and approve or deny each tract listed on the Form 158 within a reasonable time frame. Once approved, the Department will approve payment to the contractor. The Contractor will provide an invoice to the Department for work performed within 10 business days of the contract period unless there is an acreage dispute.

7. **PRICING SCHEDULE**

7.1 **Instructions for Bidding:**

7.1.1 For bids to be considered, the Contractor must have

1.) Complete and signed the Invitation to Bid Sheet, Page 1,
2.) Complete the bid form (Sections 8.1), as per these Instructions for Bidding,
3.) Complete Attachment #5,
4.) Sign Attachment #6,
4.) Complete Attachment #7

7.1.2 Contractor must enter a bid for all site prep and release treatments in the spray area (see Attachment 1).

7.1.3 Bids shall be made and the contract awarded on the basis of Contractor's per acre bid multiplied by the acres on each treatment type and summed.
7.1.4 Chemicals used will be:

<table>
<thead>
<tr>
<th>Site Prep with Pine Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imazapyr (Arsenal AC or equivalent)</td>
</tr>
<tr>
<td>Metsulfuron (Escort XP or generic equivalent)</td>
</tr>
<tr>
<td>Accord XRT2</td>
</tr>
<tr>
<td>LI700 surfactant</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pine Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 oz Lineage Clearstand®</td>
</tr>
<tr>
<td>Appropriate Non Ionic Surfactant</td>
</tr>
</tbody>
</table>

7.1.5 Contractor bids for site prep and aerial release shall be price per acre in section 7.2. The contract for Site Prep within the spray area (Attachment 1) shall be awarded to the contractor with the lowest price per acre multiplied by the estimated acreage amounts in each spray mix and totaled. In case of a tie "preference shall be given to goods, services and construction produced in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available; otherwise, the ties shall be decided by a coin toss." (Chapter 2, Section 2.22.a, Commonwealth of Virginia Agency Procurement Manual).

7.1.6 After completing the Invitation for Bid Sheet (Page 1), the Bid Form (Section 7.2), and Attachment 5 and 7, should submitted to the VA Department of Forestry, 900 Natural Resources Drive, Suite 800, Charlottesville, VA 22903 by 2:00 p.m. on July 16, 2019.

7.1.9 Announcement of Award: Upon the award or the announcement of the decision to award a contract over $30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on DGS/DPS eVA website (www.eva.state.va.us) for a minimum of 10 days.

7.1.10 A sample contract is enclosed. Once an award has been made, the complete contract will then be mailed to Contractor to be signed and sent back to the Department.

8. BIDDING SHEET

8.1 Contractor will use the following form for submission of bids to the Department:

<table>
<thead>
<tr>
<th>Contract: IFB#411:A19000-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Prep Pine Control</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Aerial Site Preparation Application:</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 oz. 4-lb. imazapyr (Arsenal AC or equivalent) + 1 oz. 50% metsulfuron (Escort XP or Generic equivalent) + 144 Oz. Accord XRT + 10 Oz. LI700 Surfactant applied at 15 gallons per acre</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>________</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th># Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 61 Acres</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Price</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Pine Release</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Aerial Release Application:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 oz Lineage Clearstand® + Appropriate Non-Ionic Surfactant applied at 10 gallons per acre</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Per Acre</th>
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<tbody>
<tr>
<td>________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 180.5 Acres</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Price</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Site Prep Price Pine Control + Site Prep Price No Pine Control=</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Total Bid</th>
</tr>
</thead>
</table>

*Note-bids include all chemical and application
9. ATTACHMENTS

9.1 Attachment 1 – Maps showing Designation of Spray Areas.

9.2 Attachment 2 – Summary of Spray Acres

9.3 Attachment 3 – Virginia Department of Forestry Guidelines for the Application of Herbicides.

9.4 Attachment 4 – Formulations and Applications.

9.5 Attachment 5 – Certification regarding debarment, suspension, ineligibility, and voluntary exclusion

9.6 Attachment 6 – Contract form--to be completed by the Department after contract has been awarded.

9.7 Attachment 7 – State Corporation Commission Form

9.8 Attachment 8 – Small Business Subcontracting Plan

9.9 Attachment 9 – DOF Form 158 – County Summary of Aerial Herbicide Application
Attachment: 1 Site Preparation (1) and Release (5) Spray Maps, tract location Maps for Cumberland and Dragon Run.
Dragon Run State Forest

Release Spray

Spray Tract Lat/Long:
76° 48' 39" W, 37° 40' 12" N
Chesapeake Forest Rd. Combo 9-5-6-2

Release Spray Area: Stand 03-004. Total Release Area: 37.3 acres
Local Contact: Dennis Gaston, Forest Manager (804) 966-2201
Dragon Run State Forest

Release Spray

Spray Tract Lat/Long:
76° 46' 14" W, 37° 39' 3" N

Release Spray Area: Stand 07-018. Total Release Area: 68.8 acres
Local Contact: Dennis Gaston, Forest Manager (804) 966-2201

Legend
- State Forest Boundary
- Release Spray Area
- State Route
- Gated Forest Road
- Forest Trail
- Perennial Stream
- Intermittent Stream

Virginia Cooperative Extension (R21)
Dragon Run State Forest

Release Spray

Release Spray Area: Stand 07-044. Total Release Area: 29.6 acres
Local Contact: Dennis Gaston, Forest Manager (804) 966-2201

Legend
- State Forest Boundary
- Release Spray Area

Roads
- State Route
- Gated Forest Road
- Forest Trail

Streams
- Perennial
- Intermittent

Spray Tract Lat/Long:
76° 44' 38" W, 37° 39' 15"N
Cumberland State Forest
Aerial Release Spray Stands

Stands 10-045 & 047, totaling 22.5 ac.

Legend
- State Forest
- Release Spray Area

Roads
- US Highway
- State Highway
- State Road
- Forest Road
- Gated Forest Road
Cumberland State Forest
Virginia DOF State Forest
c/o Tom Zaebst
Local Contact: Shannon Lewis
(804) 492-4121

CUSF 10-045 and 047  22.5 Acres
Aerial Release Spray: Hardwood Control
Planted areas adjacent to, and north of Toll Gate Forest Rd.
East of the junction of Toll Gate F. R. and State Route 624.

10-047 21.9 ac.
10-045 0.6 ac.

10-045 and 047
Latitude:  37° 35’ 20"
Longitude: -78° 13’ 13"

0 500 1,000 1,500 2,000 Feet
### SUMMARY OF ESTIMATED SPRAY ACRES BY STATE FOREST

**Contract IFB#411:A19000-10**

<table>
<thead>
<tr>
<th>AERIAL APPLICATION</th>
<th>Site Prep Pine Control</th>
<th>Pine Release</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tracts</td>
<td>Acres</td>
</tr>
<tr>
<td>State Forest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dragon Run</td>
<td>1</td>
<td>60.9</td>
</tr>
<tr>
<td>Cumberland</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>1</td>
<td>60.9</td>
</tr>
</tbody>
</table>
DEPARTMENT OF FORESTRY
GUIDELINES FOR THE APPLICATION OF HERBICIDES

1. A Forester (as defined by the Code of Virginia, a Certified Forester (CF) or a Candidate Certified Forester (CCF) certified by the National Society of American Foresters) with at least one year aerial spray experience and a current Virginia Commercial Pesticide Applicators Certificate in Forest Pest (category 2), may work on site during all aerial operations with the Applicator who is working under the Department contract. This Forester will be provided by the Department of Forestry, State Forests; if available.

2. Chemical application will be governed by the official contract. By contract, the Department can inspect the applicator's operations, equipment, chemicals, etc. at any time during this contract. The Department may be present during herbicide application.

3. Department personnel may to check herbicide labels to make sure the proper formulation is being used. If the mixing is not done locally, request herbicide labels from the Contractor. Department personnel will not transport chemical for the Contractor.

4. The Department Foresters are to give the Contractor a map before treatment begins. This map will show streams, hazard areas, buffer zones, roads, etc. and the total acreage to be treated. If adjustments are made to the actual acreage treated, the changes shall be noted on the map and in the pilot's flight log or the Crew Supervisor's log before leaving the tract. All tracts have been measured by DOF using GPS prior to the spray application.

5. The Department’s Forester and the Contractor will communicate prior to the tracts within the State Forest being sprayed to discuss county and tract specific information. The Department will be available to show the tracts to the Contractor. Should boundary markings be questionable, The Department forester should mark the boundary or treat boundary trees at intervals around the tract so that they are visible. This marking will be done in advance of any treatment.

6. Tract Visits: In preparing for the spraying operation, the contractor will exercise due diligence in planning for the operation; including making necessary site visits and reconnaissance.

7. The contractor will coordinate with State Forest personnel to locate suitable landing sites, mixing and loading sites and lead the Applicator from tract to tract. There are numerous landing sites located on state forest lands. If landing sites, mixing and loading sites are located on lands owned by someone other than the Department having the treatment done; permission must be obtained by the contractor to use the site.

8. A Forester provided by the Department, with a minimum of one season's aerial application experience, and a current Virginia Commercial Pesticide Applicators Certificate in Forest Pest (category 2) may be on hand during aerial treatment projects. It will be optional that a Forester be on the tract at all times and give radio approval for treatment to begin. The Forester and/or the contractor are to stop the treatment at any time there appears to be a hazard or contract violation.

9. The contractor will be responsible for all applications in a State Forest on a daily basis. The contractor should be thoroughly familiar with the contract so that specifications will be met. The contractor and/or the State Forest Manager shall keep a running diary of treatment operations. Pertinent information will be recorded concerning cause(s) of delay and whose decision, source(s) of water, (if liquid application), mechanical breakdown, off-site application, complaints, public contact, rainfall, etc.

10. The Forester, if on site, may have radio communication with the pilot on aerial application tracts, and approve the beginning of treatment.
The contractor or Crew Supervisor must complete Form 159 “Individual Tract Aerial Herbicide Applications Log Sheet” or a Department approved company form for each parcel treated, to include aerial treatment and ground based treatments. This log is used to record every load of herbicide applied on that parcel to include time of take-off, or start time, gallons or pounds of herbicide in the load and the cumulative total of herbicide applied to the parcel. Form 159 - Log Sheets and maps will be available to DOF upon request.

For liquid applications, a batch log must also be completed on Form 159 or approved company form. Record under Product 1, 2 etc. the gallons of herbicide(s), surfactant and water used to make up each batch. Record the lot number of each herbicide and the date and time of batch mix completion.

Also, record whether the applications is for release, site prep or respray; parcel acreage sprayed to the nearest acre; the intended rate per acre of herbicide and surfactant application; and for liquids the total gallons per acre applied.

Also, at minimum record weather at the start and finish of each parcel; and for parcels requiring more than one day, at the beginning of each successive day. Record with a check of yes or no whether rain occurred within two hours before the commencement of spraying or within three hours after the termination of spraying.

Under remarks, document any problems such as fog, rain, mechanical failure etc. and correlate with load number. Use the back of the form if needed.

Upon completion of spraying a parcel, attach the log sheet to the treatment map.

At the end of each spray week (Monday to Monday), the Form 158, “County Summary of Aerial Herbicide Application” or approved company form will be completed by the Contractor and sent to the State Forest Manager’s Office. Each parcel is recorded on a separate line, listing State Forest and Tract Number, date(s) of application, acres planned, acres treated, and reason for any acreage differences. A separate sheet is required for, each site prep mixture.

If there are questions about the success of an individual project, the final decision will be made by the State Forest Assistant Manager.

Coordination of this program will be with the Virginia Department of Forestry/State Forests. Refer questions, comments, and problems pertaining to this program to the State Forest Assistant Manager. State Forest coordination will be left to the State Forest staff.

Problems, concerns, citizen and media inquiries, may occur during treatment operations. The State Forest Assistant Manager is to be notified IMMEDIATELY (at any time) of any actual or potential problem, accident, or public reaction to this program.

The Contractor WILL INFORM ALL RESIDENTS LIVING WITHIN 500 FEET OF EACH TREATMENT PROJECT OF THE PLANNED OPERATION. DETERMINE FROM RESIDENTS ANY SENSITIVE SITES OR CONCERNS THEY MAY HAVE. While we realize that this may not be possible in all cases, this notification should occur 3-4 weeks prior to the treatment date.

The Contractor on-site will see that there are no applications as follows:

A. Streams & Impoundments:
   1. Aerial and Ground Broadcast Spray Application:
      No treatment shall be allowed within 50 feet of flowing streams or drainage ditches, or 100 feet of impoundments, except public water supply lakes where no treatment shall be allowed within 500 feet, and trout streams where no treatment shall be allowed within 200 feet.
   2. Hand Directed Foliar Spray Application:
      No treatment shall be allowed within 25 feet of flowing streams or drainage ditches, or 50 feet of impoundments, except public water supply lakes where no treatment shall be allowed within 100 feet, and trout streams where no treatment shall be allowed within 200 feet.
B. **Boundary Lines:**
   1. **Aerial and Ground Broadcast Spray Application:**
      No treatment shall be allowed within 50 feet of a State Forest property line unless the property line borders a private or secondary road, or unless otherwise specified by the State Forest for a specific tract.
   2. **Hand Directed Foliar Spray Application:**
      Treatment shall be permitted to the State Forest property line unless otherwise specified by the Department.

C. **Roads & Highways:**
   1. **Aerial and Ground Broadcast Spray Application:**
      No treatment shall be allowed within 50 feet of the edge of right-of-way for interstate, U.S. and primary highways. Treatment shall be permitted adjacent to secondary roads unless otherwise specified by the Department for a specific tract.
   2. **Hand Directed Foliar Spray Application:**
      Treatment shall be permitted adjacent to roads unless otherwise specified by the Department for a specific tract.

D. **Residence & Public Buildings:**
   1. **Aerial and Ground Broadcast Spray Application:**
      No treatment shall be allowed within 300 feet of any residence, store, or other building normally housing people or within 500 feet of any school, hospital, or other public gathering place unless written permission has been obtained by the Contractor.
   2. **Hand Directed Foliar Spray Application:**
      No treatment shall be allowed within 50 feet of any residence, store, or other building normally housing people or within 100 feet of any school, hospital, or other public gathering place unless written permission has been obtained by the Contractor.

E. **Fog:**
   No treatment shall be allowed in fog or when there is danger of getting the chemical mix in a fog bank. Defining fog conditions shall be the responsibility of the Department.

F. **Rain:**
   No treatment shall be allowed during rain or when rain is forecast within the next 3 hours. After a rain, spraying can continue after the water has run off the leaves sufficiently to insure that spray runoff or mix dilution will not occur.

G. **Wind:**
   1. **Aerial and Ground Broadcast Spray Application:**
      No treatment shall be allowed when wind speed exceeds 5 miles per hour.
   2. **Hand Directed Foliar Spray Application:**
      No treatment shall be allowed when winds are capable of causing off site movement of the treatment mix or will not allow for uniform application.

H. **Inadequate Soil Moisture:**
   If during the course of this project, rainfall has been deficient to the point that vegetation is not actively growing, spraying shall be stopped. The decision to stop treatment due to inadequate soil moisture shall be made only by the Department.

I. **Freeze:**
   All spraying shall cease and this project shall be terminated should a frost occur and that frost is severe enough to kill the leaves of target vegetation.

18. **Prior to arrival of the spray ship in a State Forest the contractor will notify the State Forest Office and the County Sheriff’s Office** of the expected dates and purpose of operation in the county. Include the company name, type of helicopter and tail number in the notification. **Notify the State Forest Office and the Sheriff’s Office again on the departure of the ship from the county.**
FORMULATIONS AND APPLICATIONS

Herbicides used will have approved labels for aerial application appropriate for release as prescribed by the Department for individual projects. Mixtures and volumes are shown below.

Each acre of each tract on which spraying is done will receive one of the following mixtures as specified by the Department:

<table>
<thead>
<tr>
<th>Aerial Site Prep Application Pine Control:</th>
</tr>
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<tbody>
<tr>
<td>24 oz. 4-lb. imazapyr (Arsenal AC or equivalent) + 1 oz. 50% metsulfuron (Escort XP or Generic equivalent) +144 Oz. Accord XRT +10 Oz. LI700 Surfactant applied at 10 gallons per acre</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Aerial Pine Release Application:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 oz Lineage Clearstand® + Appropriate Non-Ionic Surfactant applied at 10 gallons per acre</td>
</tr>
</tbody>
</table>
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IFB#411:A19000-10
Organization name
PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature
Date

Form AD-1048 (2/89)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "principal," proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibly and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (2/89)
FALL RELEASE CONTRACT

This contract entered into this __________ day of __________________________ (month) 2019,
by ____________________________________________ hereinafter called the "Contractor” and Commonwealth of
Virginia, Department of Forestry, hereinafter called the "Purchasing Agency”.

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

SCOPE OF SERVICES: The Contractor shall provide the services to the Purchasing Agency as set forth in the contract documents.

PERIOD OF THE CONTRACT: Aerial spray application – from August 1, 2019 through October 1, 2019.

The Contract Documents shall consist of:

(1) This signed form;
(2) The attached portions of the Invitation for Bid dated ________________________

(a) The Scope of Work, and/or items description
(b) The General Terms and Conditions
(c) The Special Terms and Conditions together all of which documents are incorporated herein.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by the Department as set forth in Section 6 of the Invitation for Bid Document.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract; the Invitation For Bids submitted
by the Contractor; the general conditions, special conditions, specifications and other data contained in the Invitation For Bids together with
all written modifications thereof; all of which Contract Documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth
of Virginia Vendor’s Manual.

In witness whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

By: ____________________________
Title: __________________________
Date: __________________________

PURCHASING AGENCY

By: ____________________________
Title: __________________________
Date: __________________________

All blanks will be completed once a contractor has been selected.
STATE CORPORATION COMMISSION FORM
For the 2019 Program Year
State Forest Herbicide Site Preparation and Release Spray Contract
Contract: IFB#411:A19000-10

Virginia State Corporation Commission (SCC) registration information.

The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____________

OR

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

OR

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

OR

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

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

Definitions

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

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

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

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

Offeror Name: ___________________________________________

Preparer Name: ________________________________________  Date: ______________

Instructions

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

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 in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

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

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification Number: ___________________________ Certification Date: ___________________________
Section B

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

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

<table>
<thead>
<tr>
<th>Small Business Name &amp; Address</th>
<th>DSBSD Certificate #</th>
<th>Status if Small Business is also: Women (W), Minority (M)</th>
<th>Contact Person, Telephone &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Involvement During Initial Period of the Contract</th>
<th>Planned Contract Dollars During Initial Period of the Contract</th>
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### COUNTY SUMMARY OF AERIAL HERBICIDE APPLICATION

**Region:**  
**County:**  
**Applicator Company:**  
**Herbicide(s) and Surfactant:**  
**Herbicide(s) and Surfactant Rate Per Acre:**  
**Total Application Per Acre:**  
**gallons**  
**Purpose:**  
- [ ] Release  
- [ ] Site Prep  
**Respray:**  
- [ ] Pilot Error  
- [ ] Chemical Inactivity  

<table>
<thead>
<tr>
<th>Landowner</th>
<th>VDOF Tract Number</th>
<th>Date(s) Applied</th>
<th>Planned Acres</th>
<th>Acres to Bill</th>
<th>Reason for Acreage Difference (if applicable)</th>
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**Instructions:**  
1. Report only one county and one chemical rate per acre on this sheet.  
2. Send to Regional Coordinator within 7 calendar days of completion of spraying in a county.