



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6803

This contract entered into this 13th day of December 2023, by Williams Brothers Tree and Lawn Service hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University 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 CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From December 15, 2023 through December 14, 2024 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal RFP ADF-1194 dated September 26, 2023
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated October 25, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated December 13, 2023

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

CONTRACTOR:
By: [Signature]
(Signature)
Joseph Williams
(Printed Name)

PURCHASING AGENCY:
By: [Signature]
(Signature)
Autumn Foster
(Printed Name)

Title: President

Title: Buyer Senior

12/13/2023

1. Contractor pricing for services shall be as follows:

ITEM	DESCRIPTION	UNIT PRICE (per hour)
1	Regular Pruning, Trim Work, Felling, Tree Removal and Stump Grinding	\$70/hr
2	Storm Damage and/or Emergency Work. (must respond within 24hours and remain on site for consecutive days until job is complete)	\$95/hr
3	Materials and Labor for Fertilization, Insect and Disease Control and IPM Management	\$174/hr
4	IPM (Integrated Pest Management) consulting services	\$94/hr

2. Contact: H. Joseph Williams V, President, 540-324-1100, joseph@williamsbrotherstree.com
Williams Brothers Tree and Lawn Service
54 Kerry Lane
Staunton, VA 24401
3. Contractor has stated there will be a Credit Card processing fee of no more than 3% on all credit card transactions.
4. Contractor shall agree that all fees have been disclosed. No additional fees will be accepted.
5. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
6. Parties agree that this Negotiation Summary modifies RFP # ADF-1194 and the Contractor's initial response to RFP # ADF-1194, and in the event of conflict this negotiation summary shall take precedence.
7. Contractor agrees that all exceptions taken within their initial response to RFP # ADF-1194 that are not specifically addressed within this negotiation summary are null and void.

Original



JAMES MADISON UNIVERSITY

ARBORIST SERVICES

PROPOSAL: RFP# ADF-1194

REQUEST FOR PROPOSAL
RFP# ADF-1194

Issue Date: September 26, 2023
Title: Arborist Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on October 26, 2023 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Autumn Foster, Buyer Senior, Procurement Services, delli2ad@jmu.edu; 540-568-4501; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Williams Brothers Tree & Lawn Service, Inc

54 Kerry Lane

Staunton, VA 24401

Date: Oct. 25, 2023

Web Address: Williamsbrotherstree.com

Email: joseph@williamsbrotherstree.com

By:


(Signature in Ink)

Name: H. Joseph Williams V

(Please Print)

Title: President

Phone: 540-324-1100

Fax #: 540-324-1165

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒ SMALL; WOMAN; MINORITY *IF MINORITY*: AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia, § 2.2-4343.1* or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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Section V Part B. Proposal Specifics

Item 1: RFP Cover Sheet

The RFP Cover Sheet precedes the body of the response.

Item 2: Plan and methodology for providing goods and services

Williams Brothers Tree & Lawn Service takes a holistic approach to tree and plant health, assessing crown, root systems, and environments to determine the best course of treatment for a particular plant to ensure quality care, which adds a great value to our client's trees. We first evaluate trees for safety, plant health, aesthetics using an organized, and detailed inspection process of the tree(s) and site. We then make a precise diagnosis of tree problems, looking at current and future tree necessities. Next, Williams Brothers provides the exact corrective treatment plans by designing, implementing, and applying a scientific approach for long term care which are both preventive while providing for a lifetime maintenance plan. In other words, non-beneficial parts in the canopy do not just get cut out without some thought and analysis of the cause. The tree may have root issues which are revealing themselves in the crown or there could be an environmental factor responsible for the crown issue such as chemical drift or pest infestation. Considering all systems, allows for the overall health of trees and shrubs to be improved as opposed to the mere treatment of symptoms which could still allow for a decline in health. We are committed to applying the sciences of tree care to delivery safety, quality at a level which surpasses industry standards.

Williams Brothers takes a similar approach to IPM. No treatment will be applied until the plant has been thoroughly inspected and diagnosed. Issues not easily diagnosed may have samples taken and sent to an independent, diagnostic lab. Once a diagnosis is secured, then a treatment plan will be designed and implemented. Treatments will be applied according to a timeline of effectiveness. If a problem is detected in the fall and treatment is not really effective until bud break in the spring, then that is when the treatment will begin. In this way, the plant gets the optimum benefit and chemicals are not wasted into the environment. Williams Brothers has a variety of equipment, injectors, and spray rigs to treat for insect and disease problems as well as apply fertilizer to trees and shrubs. Thorough records are kept by our applicators. These include the chemical and amounts used, application method, date, applicator, and the like. MSDS sheets for all chemicals used by our applicators are kept on the spray rig so that immediate access can be gained, if needed. These records and MSDS sheets will be shared with the contract administrators for the Universities records.

If awarded the contract and contacted for work, Joseph our President/ISA Certified Arborist, will respond to the call within three working days to determine the nature of the work being requested and will schedule the work at the earliest possible time to be assure the work is completed within 30 days, unless directed by the University representative. If necessary, a meeting to review the work and locations will be made prior to the crew being scheduled. In this way, similar work or locations can be grouped together to reduce

Item 2: Plan and methodology for providing goods and services – Continued

the overall time needed to complete the job accurately and thoroughly. Emergency situations and storm damage requests will be responded within twenty-four (24) hours upon notification, for storm damage and or emergency work that is required. Tree crews will be dispatched as promptly if possible before the twenty-four (24) hours period, and will work until the work is completed. Depending on the nature and volume of damage, Williams Brothers may request an extension of the normal working hours in order to complete the work as quickly as possible. Williams Brothers is able to dispatch multiple crews during storm events due to the expertise of the staff and the size of our fleet. This enables us to respond quickly and work through cleanups quickly and thoroughly. With three ISA Certified Arborists on staff, they will also be able to assess trees in the field and make recommendations to ensure trees on campus remain safe and valuable.

When a Williams Brothers tree crew arrives on campus, they will arrive in clearly marked vehicles and be dressed in uniforms - blue or green work pants, maroon Williams Brothers' t-shirts, or high visible shirt, and ball hats. Tree Team Member, at least one (1) ISA Certified Arborist, will daily review the work to be done and identify any special safety concerns in a Jobsite Briefing(JB) and Job Safety Analysis(JSA). One (1) ISA Certified Arborist will be working with a crew at all times while work is in progress. If the jobsite location changes throughout the day there will be an additional JB and JSA. The worksite will be set up with a clearly delineated Safe Work Zone and clear drop zone.

Personal Protective Equipment is a standard for our employees engaged in general tree work on all job sites which consist of hardhat, safety glasses, hearing protection, high visible shirts, work gloves consistence with the job being performed, and work boots. All chainsaw operators wear chainsaw protective chaps, or chainsaw pants when operating a chainsaw at ground level. All bucket truck operators will use a rated fall protection harness when aloft. Additional personal protective equipment will be provided as required by the equipment or task. Our crews use Sena Bluetooth communication systems to always communicate among each other when aloft or on the ground. All work will be completed according to ANSI Standards with at least 1 certified arborist on site. Resulting debris from pruning and/or removals smaller than 18" in diameter will be chipped and pieces larger than that taken from the premises and disposed of at our facility or one of our approved disposal sites on the day it is created. Williams Brothers has numerous pieces of equipment and trucks capable of moving large wood, if necessary (equipment list in next section). Our tree crew has many years of combined experience in climbing trees pruning, removals, crane assisted pruning and removals, stump grinding, cabling and bracing, lightening protection, and root collar excavation both by hand and with use of air spade.

Standard Pruning Practices are written to provide a scope of work, purpose, reasons, implementation, and safety. These Standards are ANSI A300 Tree, Shrub, Other Woody Plants Management, ANSI Z133 for Arboricultural Safety and Health, and 29 CFR 1910 Occupational Safety and Heath Standards. We apply a pruning flow chart that consist of identify reasons, define objectives, consider species, age and placement, select pruning

Item 2: Plan and methodology for providing goods and services – Continued

system, consider amount, location, cut type, cut size, pruning cycle/interval, write specifications, complete work, and review/inspect work, recommend monitoring, follow-up interval. Most of the times a natural pruning system will be applied which consists of Crown or branch reduction; developing or improving structure; providing clearance; improving tree health; risk reduction; and enhancing views. These pruning systems should allow for changes in appearance when achieving certain pruning objectives. Girdling roots that are exposed shall be cut up to 2” caliper in size.

Terms to include crown cleaning, thinning “no longer appears in the body” of the 2017 revisions of ANSI A300 (Part 1) see page. 28 section D3 Removal of clause 7.

Felling and removal of trees will be performed following ANSI and Industry standards to minimize disturbance to surrounding areas.

Item 3: Narrative statement including expertise, qualifications, experience, and personnel resumes

Williams Brothers Tree & Lawn Service has been providing tree, land, and landscape services since the 1990's and became incorporated in 2000. Initially, the sole focus was on mowing and trimming services. However, as education and professional certifications were acquired, the list of services offered has broadened to accommodate clients' growing needs. Professional Tree Care services were added in 2003 after the owner obtained his ISA Certified Arborist Certification. In 2004, Williams Brothers acquired its pesticide business license and began offering those services. Over the past 27 years, Williams Brothers has grown its reputation as a leader among tree service providers in the Shenandoah Valley and beyond.

Williams Brothers is one of the few tree service providers servicing the Valley that has attained Accreditation through TCIA, Tree Care Industry Association. TCIA is a public and professional resource on trees and arboriculture representing approximately 2,300 tree service and affiliated member companies. Accredited members recognize stringent performance standards for quality and safety. They maintain trained, professional arborists on staff and as an accredited company are dedicated to ethics and quality in business practices. The TCIA Code of Ethics and best business practices include:

- employing formally trained, skilled personnel.
- meeting industry standards for quality performance and safety
- providing industry-standard written estimates
- customer satisfaction, including following a dispute resolution process
- carrying sufficient insurance coverage
- employing certified arborists

Williams Brothers achieved accredited status in 2008 and has gone through the rigors of maintaining that status since. We take great pride in this fact and believe it is exemplified in our commitment to providing tree work in accordance to TCIA and ANSI standards.

Williams Brothers employs a diverse staff of professionals with combined arborist experience of over 60 years. Our qualified employees along with our large fleet of equipment allows for the thorough and accurate completion of jobs. Williams Brothers employs approximately 50 people (during peak season). The company currently has 3 International Society of Arboriculture (ISA) Certified Arborists, 2 Virginia Nursery and Landscape Association (VNLA) Certified Horticulturist, 3 Licensed Spray applicators and numerous Licensed Spray Technicians. Williams Brothers' fleet is comprised of approximately 70 vehicles and an array of heavy equipment. Equipment specific to the tree crew includes the following:

- 2021 Freightliner M2 Rear Mount Bucket Truck (75' reach)
- 2014 Freightliner M2 Rear Mount Bucket Truck (75' reach)
- 1999 International Rear Mount Bucket Truck (65' reach)
- 2019 Omme Tracked Lift (92' reach)
- 2010 Ford F550 4x4 Dump

Item 3: Narrative statement including expertise, qualifications, experience, and personnel resumes-continued

- 2008 Dodge 5500 4x4 Chip Truck
- 2008 Ford F550 4x4 Chip Truck
- 2008 International 7600 Log Truck
- 2006 Ford F550 Dump
- 2005 Freightliner M2 Grapple Truck
- 2005 Freightliner M2 Chip Truck
- 2002 Kenworth T300 Dump Truck
- 2002 GMC 3500 4x4Dump Truck
- 2003 Ford F550 4x4 Dump Truck
- 2000 Ford F550 4x4 Dump Truck
- 2001 Ford F650 Chip/Dump
- 1997 Kenworth T800 Quad Axle Dump Truck
- 1997 International 4900 Dump Truck
- 1997 Ford F800 Dump Truck
- 1987 Ford F700 Dump Truck
- 2002 F550 4x4 Spray Truck
- 1999 F350 Utility Bed Spray Truck
- 2007 Bobcat Tree Spade
- 9- Brush/Wood Chippers (12" & 21" capacity machines)
- 2- Stump Grinders (Bandit 2890 (165hp) & Vermeer SC852)
- 1- Mini- Skid Steer (Vermeer 600)
- 3 - Skid Steer Loaders (1 - New Holland, 1 - Caterpillar & 1 – John Deere
- Cat Track Loader
- Kubota Wheel Loader R430
- Bradco Magnum Cutter w/ claw teeth
- Bradco Landshark Brush Cutter
- Linkbelt 8640HL 40 ton Crane

Williams Brothers' size and resources allow us to be flexible. We are capable of operating numerous crews at one time because our fleet and equipment inventory is large. In emergency situations or devastating events such as storm damage, crews can be assembled, organized, and deployed immediately to meet the needs of the situation while ensuring a high level of experience on each crew. In non-emergency situations the same is true. Again, our size and resources allows us the flexibility to be responsive across the board no matter what the project or situation.

Personnel are experienced and knowledgeable in their area of expertise and allow for Williams Brothers to achieve its high quality standards. Employees attend weekly safety meetings and quarterly safety training sessions. Employees are also certified in CPR and First Aid. All employees are equipped with Personal Protective Equipment. Safety is of utmost concern on jobs. Foremen lead job briefings on site during which safety issues

Item 3: Narrative statement including expertise, qualifications, experience, and personnel resumes-continued

and job plan are reviewed with the crew so that all can be aware of how the job is to be performed and take the appropriate safety measures to ensure crew and public stay out of harm's way.

Williams Brothers Tree Team members that safety to the highest level which is can be seen in our work safety. Our team members are trained in electrical hazard awareness, aerial rescue, chainsaw use, first aid and CPR certification. Our safety manual guides our production team members in safe work practices. Our Team Members participate in continued education, skills development, and professional development. Our training program consists of Grounds Operation Specialist, Chipper/Winch Specialist, Chainsaw Specialist, Tree Rigging and Removal, Tree Climber Specialist, Aerial Work Specialist, Climbing Aerial Rescue, Rigging Operations Specialist, and Aerial Lift Rescue Specialist, Crane Operator, Back Injury prevention, Heat Related Illness Prevention, Bloodborne Pathogen Training, Work Zone Training, Drop Zone Training, and First Aid & CPR.

Key personnel and a brief resume for each follows:

Joseph Williams V (President/Owner/Climber) – Bachelor of Business Administration from JMU, ISA Certified Arborist MA-4309AT, Certified Tree Care Safety Professional Cert #80, Certified Tree Worker/Climber Specialist and evaluator, VDOT Intermediate Work Zone Traffic Certified, Certified Flagger, Virginia CDL Driver, CPR and First Aid Trained, 27 years experience in climbing, bucket truck operation, maintenance pruning, technical rigging, hazardous tree removals, crane operator, and crane removals.

Chapman Williams (Vice President/Owner) – Bachelor of Science in Horticulture from VT, ISA Certified Arborist MA-4388A, Certified Flagger, Virginia CDL Driver, CPR and First Aid Trained, 26 years experience in bucket truck operation and pruning.

Chris Huffman (Tree Team Leader/Climber) – Bachelor of Science in Forestry from VT, ISA Certified Arborist MA-5562A, Certified Pesticide Applicator (# 89265-C), Certified Flagger, Virginia CDL driver, CPR and First Aid Trained, 25 years experience in climbing, bucket truck operation, technical rigging, hazardous tree removals, and crane removals.

Anthony Bashlor (Tree Team Leader)--Certified Tree Worker/Climber. Has been working in the tree care industry approximately twenty-six years. Skilled in tree climbing, tree removal, rigging, the use of aerial lifts, log trucks, tree pruning, roping, stump grinding and all aspects of tree care.

Item 3: Narrative statement including expertise, qualifications, experience, and personnel resumes-continued

Jonathan Baska (Tree Team Leader/Climber) – Studying for ISA Certification Exam, Certified Flagger, CPR and First Aid Trained, 8 years experience in climbing, bucket truck operation, maintenance pruning, hazardous tree removals and crane removals.

Pedro Garcia (Tree Team Leader)-14 years of Employment with Williams Brothers coming to us through the H2B Program. He leads both Hispanic & American Crews. 10 Years of experience bucket truck operation, stump grinder, maintenance pruning, hazardous tree removals and crane removals.

Joe Williams (IPM Specialist) – Bachelor of Arts in Biology and Chemistry from University of Richmond, Certified Pesticide Applicator (# 98739-C), 10 years experience in IPM.

Matt Chandler (IPM Specialist) – Certified Pesticide Applicator (# 118649-C), Virginia CDL Driver, CPR and First Aid Trained, 8 years experience in IPM.

Item 4: Offeror Data Sheet

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 27 Months 0

- 3. REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
VDOT	13 years	Aaron.blessing@VDOT.virginia.gov	Aaron Blessing 540-487-1555
Stuart Hall School	19	dcoffey@stuart-hall.org	Dean Coffey 540-290-1341
City of Waynesboro	20	BlackSJ@ci.waynesboro.va.us	Stephane Black 540-942-6735
Waynesboro Schools	Public 12	vbruce@waynesboro.k12.va.us	Victor Bruce 540-241-8115
VEC-Virginia Employment Commission	9	Cindy.stokes@vec.virginia.gov	Cindy Stokes 540-332-7829

- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.**

Williams Brothers Tree and Lawn Service, Inc.-54 Kerry Lane, Staunton, VA 24401

- 5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

Item 5: Small Business Subcontracting Plan – SWAM Utilization Plan
ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Williams Brothers Tree and Lawn, Inc. **Preparer Name:** Joseph Williams, V

Date: 10/25/2023

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No _____

If yes, certification number: 6635 Certification date: 1/15/2020

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No X If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

Williams Brothers Tree & Lawn Service, Inc
RFP# ADF-1194

Item 6: Sales for last 12 months with VASCUPP Member Institutions

Williams Brothers Tree and Lawn Service, Inc. had \$9,805.06 in sales with Virginia Military Institute who is a VASCUPP Member Institution in the past 12 months.

Item 7: Pricing Schedule

ITEM	DESCRIPTION	UNIT PRICE (per hour)
1	Regular Pruning, Trim Work, Felling, Tree Removal and Stump Grinding	\$70/hr
2	Storm Damage and/or Emergency Work. (must respond within 24hours and remain on site for consecutive days until job is complete)	\$95/hr
3	Materials and Labor for Fertilization, Insect and Disease Control and IPM Management	\$174/hr
4	IPM (Integrated Pest Management) consulting services	\$94/hr

****UNIT PRICE (per hour per employee)**

****Convenience fee of 4% to charge card processing.**

Additional Equipment Pricing Schedule

<u>JMU Additional Pricing Schedule</u>	
**Below Pricing is in addition to Unit Price (per hour).	
**Equipment is billed by working hours only, does not include Unit Price	
<u>Hourly Rates</u>	<u>Hour Rate</u>
Install 1 direct cable in tree, **Does not include Unit Price	\$ 110.00
Lightening Protection Installation, **Does not include Unit Price	\$ 110.00
60 ft. WH Bucket Truck, **Does not include Unit Price	\$ 100.00
65 ft. WH Bucket Truck, **Does not include Unit Price	\$ 115.00
75 ft. WH Bucket Truck, **Does not include Unit Price	\$ 130.00
92 ft. WH Omme Spider Lift, **Does not include Unit Price	\$ 210.00
Log Truck, **Does not include Unit Price	\$ 150.00
Bandit 12X no winch-9" Capacity, **Does not include Unit Price	\$ 85.00
Bandit 1290H no winch-12" Capacity, **Does not include Unit Price	\$ 95.00
Bandit 1390 w/winch-15" Capacity, **Does not include Unit Price	\$ 115.00
Bandit 1590 w/winch-17" Capacity, **Does not include Unit Price	\$ 120.00
Vermeer BC2100-21" Capacity, **Does not include Unit Price	\$ 165.00
1 Ton Truck w/Dump, **Does not include Unit Price	\$ 58.00
F550 4x4 w/Dump, **Does not include Unit Price	\$ 65.00
Single Axle Dump Truck, **Does not include Unit Price	\$ 85.00
Tandem Axle Dump Truck, **Does not include Unit Price	\$ 105.00
Vermeer S600 Mini Skid, **Does not include Unit Price	\$ 60.00
40HP Tractor w/loader, **Does not include Unit Price	\$ 65.00
60HP Tractor w/loader, **Does not include Unit Price	\$ 75.00
75HP Tractor w/loader, **Does not include Unit Price	\$ 75.00
110HP Tractor w/loader, **Does not include Unit Price	\$ 95.00
Cat 299 Track Skid Loader, **Does not include Unit Price	\$ 95.00
JD 324 Rubber Tire Skid Loader, **Does not include Unit Price	\$ 75.00
JD 35G Mini Excavator, **Does not include Unit Price	\$ 50.00
JD 50G Mini Excavator, **Does not include Unit Price	\$ 75.00
Kubota R430 Wheel Loader, **Does not include Unit Price	\$ 75.00
85HP Stump Grinder, **Does not include Unit Price	\$ 300.00

Additional Equipment Pricing Schedule-Continued

165 HP Stump Grinding, **Does not include Unit Price	\$ 350.00
Cat 299 w/mulching head, **Does not include Unit Price	\$ 180.00
Cat w/ Landshark heavy duty bush hog, **Does not include Unit Price	\$ 120.00
40 Ton Crane, **Does not include Unit Price (4hr minimum)	\$ 105.00
110 Ton Crane, **Does not include Unit Price (8hr minimum)	\$ 550.00
ISA Certified Arborist for Consulting, **Does not include Unit Price	\$ 35.00

<u>Daily Rates</u>	
**Trucks below are billed as a daily rate, one time chare per day.	
Pickup Truck, **Price includes Unit Price	\$100/day
4x4 Chip Truck, **Price includes Unit Price	\$245/day
Single Axle Chip Truck, **Price includes Unit Price	\$210/day

Conclusion

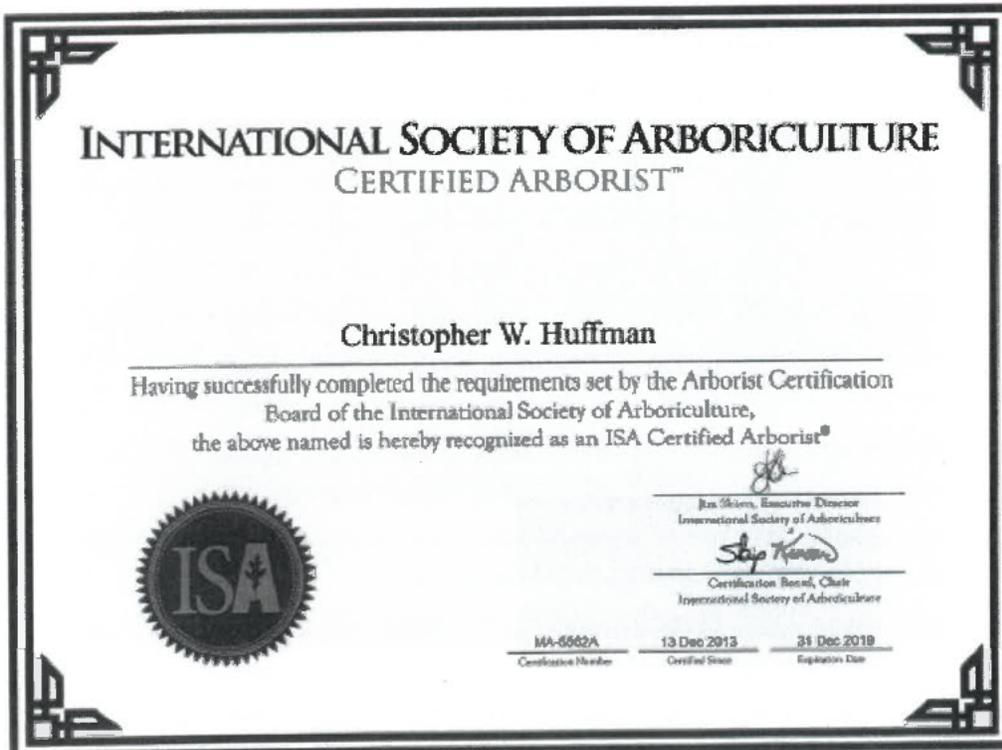
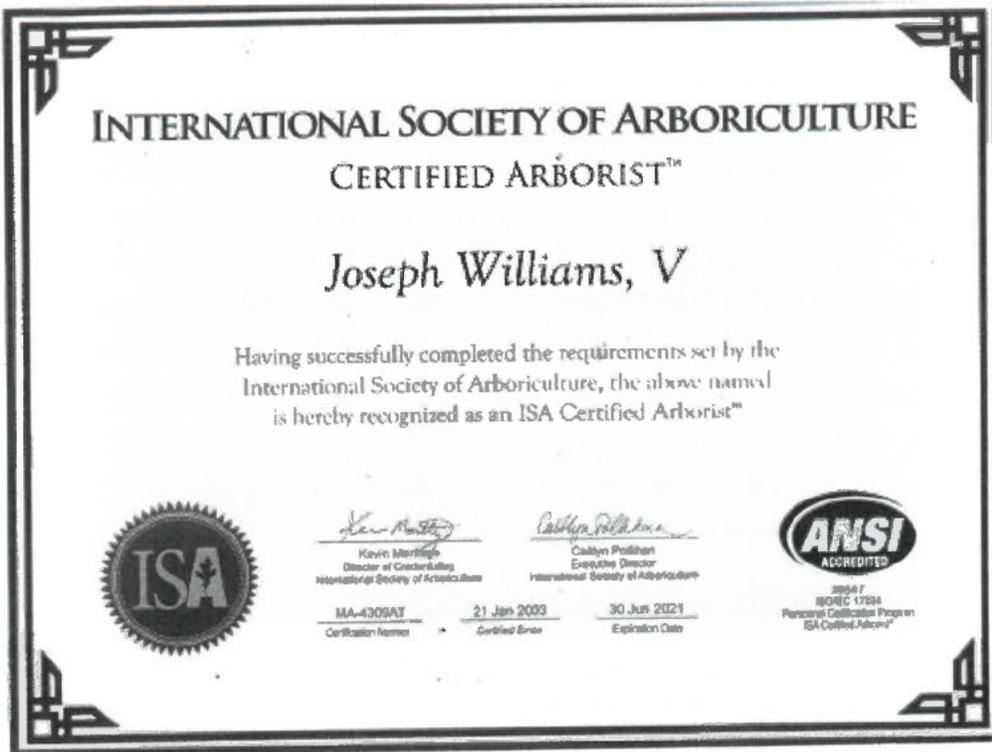
Williams Brothers Tree & Lawn Service would like to thank the University for its consideration for this contract. Williams Brothers would consider it an honor to help foster and protect the trees to keep it a stunning Collage Campus in the Shenandoah Valley. As an Alumnus of JMU, I recognize their importance and what the trees provide to the beauty and feel of life on campus. I am proud to be a JMU Grad and want nothing more than to provide our services to the College that provided me my business degree. I look forward to answering any questions you may have about our proposal.

Respectfully Submitted,

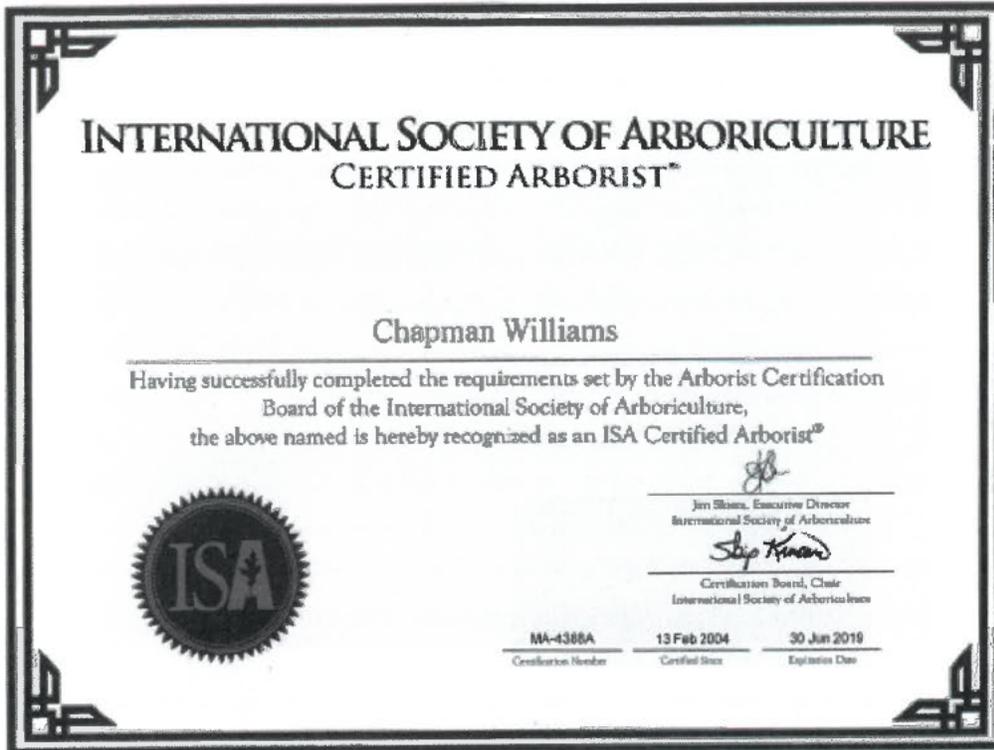


Joseph Williams, V
Williams Brothers Tree and Lawn Service
President/Arborist
Office: 540-324-1100
Cell: [REDACTED]
joseph@williamsbrotherstree.com

Attachment A: ISA Certified Arborist Certificates



Attachment A: ISA Certified Arborist Certificates-Continued



Attachment B: Pesticide Licenses

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
OFFICE OF PESTICIDE SERVICES
P O BOX 1163, RICHMOND VA 23218-1163
VALID IF INSURANCE AND/OR CERTIFICATE OF DESIGNATED APPLICATOR
LAPSE BEFORE EXPIRATION DATE



PESTICIDE BUSINESS LICENSE

Issue 5/31/24		License No. 8541
Expires 3/31/2024		Fee Paid \$150

Issued in accordance with application duly executed by the business shown below which has agreed to comply with all applicable laws, rules and regulations and has paid the required fee.

Mailing Address WILLIAMS BROTHERS TREE AND LAWN SERVICE 54 KERRY LN STAUNTON, VA 24401	Business Location WILLIAMS BROTHERS TREE AND LAWN SERVICE 54 KERRY LN STAUNTON, VA 24401
--	--

Joseph Guthrie
Commissioner

Liza Fleason Trosbach
Authorized Representative

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
P O BOX 1163, RICHMOND VA 23218-1163

PESTICIDE APPLICATOR CERTIFICATE

Issued 8/18/2023	REGISTERED TECH FOR BL# 8541	Fee Paid .	Certificate Number 126725 - T
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Issued in accordance with application duly executed by the person shown below who has agreed to comply with all applicable laws, rules and regulations

ERIC W SHOWALTER
WILLIAMS BROTHERS TREE AND LAWN SERVICE
54 Kerry Ln
Staunton VA 24401



Joseph Guthrie
Commissioner

Liza Fleason Trosbach
Authorized Representative

Attachment B: Pesticide Licenses Continued

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
P O BOX 1163, RICHMOND VA 23218-1163

PESTICIDE APPLICATOR CERTIFICATE

Issued
6/3/2023

COMMERCIAL
FOR BL# 8541

Fee Paid

Certificate Number
118649 - C

Expires
06/30/2025



Issued in accordance with application duly executed by the person shown below who has agreed to comply with all applicable laws, rules and regulations

MATTHEW A CHANDLER
WILLIAMS BROTHERS TREE AND LAWN SERVICE
54 Kerry Ln
Staunton VA 24440



Joseph Guthrie

Commissioner

Liza Fleason Trossbach
Authorized Representative

Attachment C: Safety Section of Williams Brothers Tree & Lawn Service Handbook

Williams Brothers Tree & Lawn Service

Safety Portion of Employee Handbook

WORKPLACE SAFETY PROGRAM

Our workplace safety program is a top priority at Williams Brothers Tree & Lawn Service. We want this to be a safe and healthy place for employees, customers, and visitors. A successful safety program depends on everyone being alert and committed to safety. Employees should remember to use caution and good judgment in all activities and should notify their supervisor if they believe there is a safety issue needing attention.

A safety committee is in place to ensure safety policy is followed and understood. This committee consists of the owners, Joseph and Chapman, and tree and landscape leaders. It is their job to review safety issues, address problems and lead safety meetings. The committee will regularly communicate in different ways with employees about workplace safety and health issues. These communications may include supervisor-employee meetings, bulletin board postings, memos, or other written communications. Weekly safety meetings will be held, and attendance is mandatory for all employees.

Williams Brothers Tree & Lawn Service requires all employees abide by the guidelines for safety set forth in the latest revision of *ANSI-American National Standard for Tree Care Operations: Pruning, Trimming, Repairing, Maintaining, and Removing Trees and Cutting Brush- Safety Requirements*. A copy of the most current ANSI Standard is on file for the employee's review. In the text of this guideline, the word "shall" means you MUST comply, the word "should" means it is HIGHLY RECOMMENDED you comply. Williams Brothers follows TCIA safety policy and the most current ANSI safety standards. Please see respective manuals for in depth explanations.

All new employees must go through the Initial Safety Orientation training checklist with a supervisor.

All new employees must read and sign a statement of understanding for the Williams Brothers Tree & Lawn Service Safety Policy. The signed statement of understanding will be placed in the employee's personnel file. Violations to the Safety Policy will be subject to disciplinary action up to & including termination.

SAFETY ORIENTATION AND TRAINING

Establishment of safety procedures and standards is probably the biggest job that the company staff will undertake at the start of employee safety orientation and training.

Goals:

- To establish safety plans, programs and efforts that have the employee as the focal point.

Attachment C: Safety Section of Williams Brothers Tree & Lawn Service Handbook Cont.

- All employees in the company need to be committed to, involved in, focused on and responsible for the company's safety efforts. Leadership has a role in the safety program, but without commitment from the staff, the program will be ineffective. All employees must feel ownership of the Safety Program to successfully meet this objective.

EMPLOYEE INVOLVEMENT

Employee involvement in the company's safety program should begin at the date of hire. All new staff members need to know and understand:

- The company's objectives and expectations in all safety areas.
- Work rules and guidelines as they pertain to safety
- Specific responsibilities and authority they have
- Emergency procedures
- Training they will be required to complete

All individuals who receive safety training should sign a written acknowledgement that they have received training in each area offered. This makes a point of importance management places on safety training.

CERTIFICATION

The concept of certification works very well in the area of safety. Production employees can be certified both through road and written test on various pieces of equipment and procedures. A certification chart with employees listed on one axis and various pieces of equipment, vehicles and operation listed on the other are helpful in this training function. With this valuable tool an individual's certification status can be quickly evaluated and schedules can be made without a lot of advance planning.

FEEDBACK

Management needs feedback. They need assurance that the employees have accomplished their training objectives. This can be done through road test, verbal or written tests, a good driving record or other types of certification.

ONGOING

Training never ends. Safety will only succeed if it is ongoing. It must become a way of life for the company. Encompass tailgate talks into your regular production meetings

Attachment C: Safety Section of Williams Brothers Tree & Lawn Service Handbook Cont.

ACCIDENT REPORTING

OBJECTIVE

To provide guidelines in meeting the standards for the consistent and timely reporting of accidents and incidents, both internally and externally and to comply with all applicable requirements and laws.

SCOPE

All employees and those directly involved may be brought in for consultation.

PROCEDURE

1. Any injury/illness occurring on the job must be reported by the employee or a witness immediately after the occurrence to the Owner or HR Manager. Where medical treatment is deemed necessary, the company will assist you as much as possible by making appointments or providing transportation from the accident location. It is then the employee's responsibility to get treatment, abide by the doctor's orders, keep follow-up appointments and inform our HR office as to their health and work status. A "First Report of Injury" form must be filled out within 24 hours the claim was reported. From this time on, the employee has a responsibility to keep the company informed and cooperate in any way with the speedy recovery and ultimate return to their fully duty position.
2. An Owner or Supervisor is then immediately notified/dispatched to the accident location (if a supervisor is not already present). They are required to assist the employee and gather all the information as it relates to the accident and contact HR. They must decide if the incident is non-emergency or emergency. First aid must be administered, and the employee needs to be transported to nearest medical facility if needed.
3. All injuries that are not "first aid only" claims must be documented on a Notice of Injury report, logged on the OSHA 300 form and if medical attention is necessary, the company will assign and authorize the treating physician or medical facility.
4. The HR Manager will be copied on all reports and information pertaining to the injury/illness of their personnel. They are requested to keep in touch with the employee regarding their work status and well-being and assist them in their expedient return to work.
5. Accidents which involve a fatality, or five or more persons hospitalized overnight are required to be reported to OSHA by the employer of the injured parties within 48 hours of occurrence.

PROPERTY DAMAGE

Any and all property damage (to our property or other property) caused by accident or negligence should be reported immediately to a supervisor or the Owner and to all concerned parties. Appropriate details should be reported to the Owner in order to resolve any responsibility in the matter.

Attachment C: Safety Section of Williams Brothers Tree & Lawn Service Handbook Cont.

PERSONAL INJURY LIABILITY (TO OTHERS)

Any and all personal injury to others should be reported immediately to a supervisor or the Owner and to all concerned parties. Appropriate details should then be reported to the Owner in order to resolve any responsibility in the matter.

VEHICLE ACCIDENT

It is the company's policy to call the policy whenever you are involved in any vehicle accident for insurance purposes. Also notify the owners and obtain a copy of the police accident report. Do not discuss the accident with the other driver.

The most important information to collect is listed below:

1. Other party's full name, address, work and home phone numbers
2. Insurance carrier or agent, phone number and policy number of other parties
3. Tag number and driver's license number of other parties

Appropriate details of all vehicle accidents should then be reported to the company's insurance company in order to resolve any responsibility in the matter.

FIRST AID

Red Cross Certified CPR and First Aid training is given to field employees on an annual basis. When offered this training is mandatory at no expense to the employee. The employee is required to successfully complete the course. If the course is not completed successfully the employee will be required to complete the course on his or her own within three months of the initial course.

Should an emergency occur, follow Red Cross training standards and/or Call 911, the emergency phone number, if required. If an accident or illness should occur, no matter how slight, notify your supervisor immediately so appropriate medical treatment can be administered.

Injuries requiring more than basic first aid need to be reported on OSHA's Form 301: Injuries and Illnesses Incident Report. The supervisor will need to be sure this is filled out within 7 days of the incident. These will then be logged on OSHA's Form 300. A summary of Williams Brothers injuries will be posted at the beginning of the year. Reports, logs, and summaries will be kept on file in the administrative office.

With the number of reported AIDS cases continuing to rise, it is imperative employees take extreme care in case of an accident, both on and off the job. The transfer of body fluid (blood,

Attachment C: Safety Section of Williams Brothers Tree & Lawn Service Handbook Cont.

saliva, urine, etc.) may pass on the AIDS virus. Use caution to avoid contact with these body fluids. Each first aid kit contains plastic gloves, please be sure to use them. If this is not possible, use a strong disinfectant, such as Lysol or liquid bleach, to clean up afterwards. On the job injuries will be handled in accordance with the Workers'

Compensation laws. Any employee who is injured while on the job must notify the owners immediately to be eligible for coverage provided under the Workers' Compensation Act. As part of our Drug Free Work Place, you may also be required to submit to drug testing if you are injured on the job.

MSDS

As an employee, you have certain rights regarding the use of hazardous materials in the workplace.

We will provide you with information regarding the following:

1. What chemicals are used in the workplace.
2. Where the chemicals are located.
3. Physical and health hazards associated with the chemicals.
4. Protection measures that must be taken to prevent exposure.
5. What to do in case of exposure to the chemicals.

This information is found in the Material Safety Data Sheet Binder located in the shop. Employees should familiarize themselves with the information included on these sheets. In the case of a chemical accident, MSDS advises on the proper steps to take to minimize impact and maintain safety for other employees and the environment.

For additional information on hazardous materials in the workplace consult your supervisor.

WORK ZONE SETUP

In order to ensure worker, motorist, and pedestrian safety, roadside work zones will be set up in accordance to the Virginia Work Area Protection Manual. These guidelines are summarized in the 2007 Work Zone Safety Pocket Guide distributed by VDOT. Field employees will go through flagging training and certification. Work performed in public spaces will be adequately delineated to ensure the public's safety.

EMPLOYEE ORIENTATION

OBJECTIVE

To assure that all new, transferred and retrained employees receive necessary orientation information.

RESPONSIBILITY

- The Owner shall assure that appropriate training material is provided to all employees.

Attachment C: Safety Section of Williams Brothers Tree & Lawn Service Handbook Cont.

- Owner/Supervisors shall assure appropriate training is conducted. Signed documentation shall be maintained in the employee's personnel file.
- Documentation shall consist of, specifically what was taught, who attended, and who did the teaching. All attendees and the instructor shall sign and date the form.

TRAINING TOPICS (A PARTIAL LISTING)

Specific job hazards
Accident prevention program
Emergency action plans
Fire prevention
Medical services and first aid
Use of hand tool
Lift trucks
Power operated tools and equipment
Hazard communications
Emergency response
Lockout/tagout
Trucks, powered equipment

TAILGATE MEETINGS

Training at its best directly involves the supervisor and employee. The most comprehensive method is through the tailgate meetings. These are informal on the job "training" and discussion sessions that bring the hands-on approach within the business.

SAFETY AND HEALTH RULES

OBJECTIVE

To provide guidelines for the establishment of a safe and healthful work environment.

RESPONSIBILITIES

- All persons including management shall abide by safety, health and environmental rules.
- Management personnel shall fairly and consistently enforce and follow safety, health and environmental rules.
- Employees shall report and infractions of these safety, health and environmental rules to management. All comments and suggestions will be handled with the proper confidentiality. Proper confidentiality will protect the integrity of employees and the safety program.

SAFETY AND HEALTH RULES (A PARTIAL LIST)

- Proper foot wear and clothing shall always be worn
-

Attachment C: Safety Section of Williams Brothers Tree & Lawn Service Handbook Cont.

- Do not wear loose clothing or jewelry or keep long hair in a down position where there is danger of catching such in moving machinery.
- Horseplay, running, fighting or any other activity that may result in injury or waste will not be tolerated.
- All employee will wear, as required, the personal protective equipment assigned to them.
- Do not operate any machinery with which you are not familiar and on which you have not been properly trained.
- Any defects in material, machinery, tools and equipment must be reported immediately to a supervisor.
- Do not leave tools, materials or other objects on the floor, which might cause others to trip and fall.
- Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels or traffic lanes.
- Do not distract others while working.
- When handling hazardous materials/substances ensure that you follow prescribed safety procedures and use required safety equipment.
- Use or possession of intoxicating or unlawful substances by any employee during working hours is forbidden and any violation will be enough cause for dismissal. Any employee reporting for work while under the influence of intoxicating or unlawful substances shall not be allowed to assume their duties.
- Employees shall keep their working areas clear of all debris and trash.
- Use full face shield when cutting and/or welding.
- Eye protection must be worn when chipping, grinding or doing similar hazardous operations where there is a danger of flying materials, which may injure the eye.

PERSONAL PROTECTIVE EQUIPMENT

All production employees will be issued and required to use the following safety equipment:

- a) Hard hat
- b) Eye protection (safety glasses)
- c) Ear protection
- d) Chain saw chaps (made available to applicable employees)

All issued equipment is the property of Williams Brothers Tree & Lawn Service. The employee is responsible for the equipment issued to him or her. Any equipment lost or damaged, other than normal wear and tear, must be replaced by the employee.

You are expected to obey all safety rules and be careful at work. You must immediately report any unsafe condition to the appropriate supervisor. If you violate Williams Brothers Tree & Lawn Service safety standards, you may be subject to disciplinary action, up to and including

Attachment C: Safety Section of Williams Brothers Tree & Lawn Service Handbook Cont.

termination of employment. Violations include causing a hazardous or dangerous situation, not reporting a hazardous or dangerous situation, and not correcting a problem even though you could have corrected it.

It is very important that you tell the appropriate supervisor immediately about any accident that causes an injury; no matter how minor it might seem at the time. When you report it quickly, we can investigate the accident promptly; follow the laws and start insurance and worker's compensation processing.

POLICY AND PROCEDURES ON ALCOHOL AND DRUG ABUSE

OBJECTIVE

The purpose of this procedure is to set forth general guidelines to be followed in implementing the company's drug and alcohol abuse program as it applies to employees, contractors, visitors and non-employees.

PROCEDURE

The company has a strong commitment to providing a safe work place and establishing programs promoting high standards of employee health and safety. All employees are encouraged to report drug abuse or impairments to fitness or duty.

While the company has no intention of intruding into the personal lives of its employees, it is recognized that serious involvement with drugs or alcohol off the job eventually takes a toll on job performance. Employees having a drug or alcohol problem are strongly encouraged to seek assistance.



Request for Proposal

RFP# ADF-1194

Arborist Services

September 26, 2023



REQUEST FOR PROPOSAL
RFP# ADF-1194

Issue Date: September 26, 2023
Title: Arborist Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on October 26, 2023 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Autumn Foster, Buyer Senior, Procurement Services, delli2ad@jmu.edu; 540-568-4501; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY*** AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # ADF-1194

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Arborist Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

James Madison University is committed to preserving the beauty and quality of the existing landscape. There is a high standard set for the grounds at James Madison University and any awarded contractor will be expected up hold these standards and help in maintaining the appearance of this beautiful campus.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

A. Arborist Services:

1. Contractor shall furnish the services of tree pruning and tree maintenance on the University's grounds, service shall include, be not limited to the following:
 - a. All work and materials shall be in strict compliance with the specifications as designated by the Contract Administrator. Contractor shall not deviate from plans, specifications, and / or written / verbal instructions without prior approval of the University representative.
 - b. Contractor shall have a minimum of one (1) International Society of Arboriculture Certified Arborist working with a crew at all times while work is in progress. **A copy of Arborists certification certificate must be provided** before work under this contract is initiated.
 - c. Company must be able to provide documented proof of an existing safety program. Company must follow all criteria for pruning and safety as stated in the American National Standard Institute Publications Z133.1 and A300.
2. Tree work under this contract will pertain to all trees with 8" trunk caliper and larger and shall include but not limited to:
 - a. Pruning including crown cleaning, thinning and shaping. Crown cleaning shall include all limbs larger than 2" in diameter.

- b. Felling and removal of trees. All trees to be removed shall be previously marked by the University representative.
 - c. Disposal/ removal of wood resulting from tree work will be the responsibility of the contractor.
 - d. Exposed girdling roots up to 2" caliper shall be cut.
3. Contractor must be able to perform proper diagnostics testing and analysis of tree structure, plant health, and soil testing.
4. Contractor shall provide fertilization, insect / disease control, Mechanical Support Hardware, Lightning Protection and other related services as deemed necessary by the University representative and all work must be completed in a timely, highly professional manner. Contractor must submit to the University all pertinent information (MSDS sheets on chemicals, Technician name and certification, etc.) regarding chemical/ fertilizer applications.
5. Contractor will completely remove all debris from University property resulting from work under this contract. This includes, but is not limited to leaves, branches, roots, and chips. Contractor shall dispose of all above mentioned debris on a daily basis in accordance with all local and state ordinances, laws and regulations of the area in which debris is disposed. Debris will not be left at/or on the work site overnight.
6. University representative will notify the contractor when work is required. Contractor shall schedule work within three (3) working days and contractor shall complete all work on each project within thirty (30) days unless otherwise instructed by the University representative.
7. Contractor must respond within twenty-four (24) hours upon notification for storm damage and/or emergency work required and such damage or work must be completed immediately in order to protect students, personnel and other property.
8. Work schedule under this contract will be performed during the period 7:00AM until 3:30PM, Monday through Friday, (except for emergency or storm damage situations), unless otherwise approved by the representative of the University, or his designee.
9. Contractor shall provide a firm hourly rate for regular pruning and trim work, storm damage and/or emergency work, fertilization insect/disease control work, and IPM (Integrated Pest Management) Consulting Services. (see **PRICING SCHEDULE**)
 - a. Parts and materials will be provided by the Contractor as needed. The University will reimburse the Contractor "at cost", with no mark-ups. The Contractor shall submit a copy of the original parts/materials invoice to the University representative for approval prior to submitting an invoice to Accounts Payable.
 - b. The University shall not reimburse the Contractor for time or mileage to and from the job site. This includes going to and from the supply houses.
 - c. The University may specify chemical/fertilizers to be used for each situation and the University reserves the right to obtain chemicals/fertilizers from other sources if deemed to be in its best interest.

10. The contractor shall break down all quotes and invoices based on pricing provided in the PRICING SCHEDULE, so as to verify pricing against the contract.
 - a. If during the performance of the work, the contractor finds that the project will exceed the cost proposal, the contractor shall notify the University in writing of the new proposed cost and the reasons why a change order is needed to complete the project.
 - b. The University shall respond in writing, either by approving the change order or by modifying the project to keep costs within the original cost proposal.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words,

figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<hr/> 100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

James Madison University reserves the right, when not in the best interest of the University to decline to award to any firm already on an existing VASCUPP cooperative contract in order to avoid duplication of contracts.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

- 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 Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, 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 §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). 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. (*§6 of the Rules Governing Procurement*).

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 these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By 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 submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractors, 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: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of

the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the 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 offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance

with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. 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 proposal under this solicitation, the 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 § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement 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 must be named as an additional insured and so endorsed on the policy.
 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.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous

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

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

T. NONDISCRIMINATION OF CONTRACTORS: An 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 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 offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice 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 Commonwealth of Virginia 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. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: 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 James Madison University 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 any awarded contract.
- Y. 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 training on civility in the State workplace. 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.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, 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 Commonwealth of Virginia, 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. CANCELLATION OF CONTRACT: James Madison University 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.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
	Street or Box No.	RFP #	
	City, State, Zip Code	RFP Title	
	Name of Purchasing Officer: _____		

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

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of 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 no more than the percentage increase/decrease of the other services category of the CPI-W 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-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. 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 with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-

certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. 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 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.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/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.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly

introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

ITEM	DESCRIPTION	UNIT PRICE (per hour)
1	Regular Pruning, Trim Work, Felling, Tree Removal and Stump Grinding	/hr
2	Storm Damage and/or Emergency Work. (must respond within 24hours and remain on site for consecutive days until job is complete)	/hr
3	Materials and Labor for Fertilization, Insect and Disease Control and IPM Management	/hr
4	IPM (Integrated Pest Management) consulting services	/hr

Specify any associated charge card processing fees, if applicable, to be billed to the university. The University is not responsible for any additional fees or charges that are not specified in pricing schedule.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University 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 CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)