

INVITATION FOR BID
IFB

Issue Date: May 23, 2008

IFB #08-31

Title: Landscape Services for the University of Mary Washington

NIGP Code: 98836

Issuing Agency: Commonwealth of Virginia
University of Mary Washington
Purchasing Office
1671 Jefferson Davis Highway, Suite 104
Fredericksburg, VA 22401

Period of Contract: Upon Award Through June 30, 2009, with the option to renew for four additional one year periods.

Mandatory Pre-Bid Conference/Site Inspection: An inspection of the site is mandatory prior to submitting a bid. Site inspections will be held June 4, 2008@10 AM. Bidders will meet at the Club House at 1012 William Street, Fredericksburg, VA 22401 located in the UMW Apartment complex. Please call (540)654-2091 for directions. Bidders must sign-in at the conference/site inspection to document attendance and to eligible to submit a bid. Refer to section X.

Sealed Bids will be received until: June 16, 2008 at 2:00 p.m., and opened in public to furnish the services described herein.

All Inquiries for Information should be directed to: Bid Form: Roxanne Ehardt (540) 654-1057.
Specifications: Richard Blair (540) 654-2091.

IF BIDS ARE MAILED ,SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: UNIVERSITY OF MARY WASHINGTON, Centre Court Building, 1671 Jefferson Davis Highway, Suite 104, Fredericksburg, VA. 22401.

In Compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated herein.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

_____ Zip Code

Name (printed or typed)

FEI/FIN: _____

Title: _____

FAX: _____

Telephone: _____

Email: _____

Check all that apply: Minority Owned: _____ Small Business: _____ Woman Owned: _____

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law to discrimination in employment.

I. **PURPOSE:** The purpose and intent of this Invitation for Bid (IFB) is to establish a contract with one or more qualified source that can provide continual landscape maintenance for the University of Mary Washington Apartments and other University owned or controlled properties including University of Mary Washington Foundation owned or controlled properties. ("University"), an agency of the Commonwealth of Virginia.

II. **SCOPE OF SERVICES:** The Contractor shall furnish all labor and equipment necessary to provide landscape services in accordance with the terms and conditions described herein. The contractor will supply all other materials as necessary, unless otherwise noted. All materials must meet the approval of the Owner's Representative. The Contractor may be required to provide local pick-up of materials from various designated sites and delivery of materials to the designated location on the University property.

III. **GENERAL REQUIREMENTS:**

- A. The Work Site shall include all cultivated turf and ornamental areas at the University of Mary Washington Apartments. Contractor is responsible for actual measurements.
- B. Work shall consist of: mowing, edging, leaf removal, removal of debris resulting from landscaping operations (including any debris/trash which is in the path of any mowing operation), pruning, pesticide application, over-seeding, aeration, fertilization and liming. Where necessary, the Contractor is responsible for manual operations to comply with this contract.
- C. The Contractor shall perform its operation with sufficient frequency at all times, except as noted below, in order that the Contractor's work is in compliance with all requirements and specifications of the contract, consistently presenting a neatly trimmed appearance.
- D. Chemical application shall be approved by the Owner's Representative and be in accordance with the University of Mary Washington Grounds IPM Policy, VPI&SU Extension Service recommendations and all State and Federal guidelines for application and certification.
- E. **Turf Operations:**
 - 1. The following services shall be provided on a regular basis, to be billed at rates stated on Pricing Schedule. Mowing, edging, leaf removal, debris removal, fall over-seeding, aeration and fertilization.
 - 2. The following services may be requested by the Owner's Representative as additional services to be billed at the rate stated in the Pricing Schedule: pH modification, chemical applications including herbicides, fungicides, and insecticides.
 - 3. Additional services will be bid on a "not to exceed" basis using hourly rates as stated on the Pricing Schedule.
- F. **Landscape Material Operations:**
 - 1. Pruning, fertilization, weeding, and mulching. These services will be billed as rates stated on Pricing Schedule. Weeding may include post and pre-emergents.

IV. **SPECIFIC REQUIREMENTS:**

- A. **Owner's Representative:**

1. The Owner's Representative shall be the "Landscape and Grounds Manager", Facilities Services. During the absence of the Landscape and Grounds Manager, the "Director of Landscape and Grounds" shall act as the Owner's Representative.
2. Other University personnel may be designated by the Owner's Representative to assist in the administration of this contract. The Contractor shall be supplied with the name and title of University personnel having authority to act for the University in matters pertaining to this contract or otherwise to interface with the Contractor's agent and its personnel.

B. Contractor's Agent:

1. The Contractor shall have at least Seven (7) years of commercial landscape maintenance experience.
2. The Contractor shall have a designated representative (Foreman) on the Site at all times while the Contractor's operations are in progress. The Foreman shall speak and understand the English language fluently. The Foreman shall have at least three (3) years of commercial landscape maintenance experience.
3. The Contractor's Agent shall be thoroughly familiar with the contract and have the authority to make daily decisions for the Contractor.
4. The Foreperson shall contact the Owner's Representative at the beginning of each workday to provide and/or obtain information for that day's work, and at the end of each workday to provide detail of work accomplished.
5. Contractor personnel shall notify the University's Landscaping and Grounds Manager or authorized University representative of the arrival and departure times. Contact by telephone is acceptable. Each day the Contractor is on sight, service employees shall submit a clear and legible copy of the Contractor's work order (job ticket), showing all work performed, types and quantities of labor, indicating thereon the date and time of arrival and departure at the facility for each employee. The work order shall be submitted to the Landscaping and Grounds Manager at the end of each day the Contractor is on site. Faxing or e-mailing is acceptable.

- C. Cooperation between the University/Contractor: The Contractor shall cooperate with the University concerning the scheduling of work, change or work location(s) due to special events, and/or the performance of additional work. The Contractor shall promptly notify the Owner's Representative if any change in work location or schedule will prevent the Contractor from meeting the requirements set forth in the specifications.

D. University Responsibility for Losses:

1. University of Mary Washington will not be responsible for loss or damage of the Contractor's supplies, tools, and/or equipment.

2. The Contractor is responsible for providing proper identification and security for such items at the Contractor's expense.
 3. No equipment will be stored on site.
- E. Contractor personnel shall behave in a professional manner at all times while on the University Property. They shall dress in a neat manner. Use of abusive language, harassing employees, students or visitors, etc. is prohibited and will be grounds for immediate dismissal of Contractor personnel and possible cancellation of contract. Contractor personnel shall be issued uniforms or nametags by the Contractor identifying them as employees of the company. Use of interior facilities is strictly prohibited, except as arranged in advance with the University. Smoking inside the buildings is prohibited.
- F. The Contractor shall provide adequate on-site supervision for work at all times. The Contractor shall be responsive in returning to correct deficiencies in no less than twenty-four (24) hours after receiving a request for the Owner's Representative of the University. The Contractor shall take care not to disturb property owners adjacent to the University Campus.
- G. The Contractor shall exercise caution at all times to ensure the safety of persons and property. Safety provisions and all applicable laws and ordinances shall be strictly observed

V. TURF & ORNAMENTAL MAINTENANCE:

A. Schedule:

The Contractor shall provide continuous service during the terms of the contract as follows:

1. The normal working hours for this contract shall be from 8:00 am to 6:00 pm. Monday through Friday. Any variation to working hours are to be approved by the Owner's Representative.
2. Whenever possible, the University will provide five (5) days advance notice of schedule changes made necessary by special activities.
3. Weather will not be a factor in the prevention of contract performance.

B. Owner Inspections

Completed work shall be inspected and accepted or rejected by the Owner's Representative or a designated/authorized representative of the University within five (5) days.

C. Parking of Vehicles and Equipment

1. The Contractor must adhere to the rules of the University of Mary Washington, as applicable, in reference to the parking of vehicles. At no time may the Contractor's personnel park vehicles in grassy or maintained areas.

2. The Contractor shall make arrangements for parking vehicles and equipment at the work site. All driveways, sidewalks and other means of egress shall be kept clear to avoid obstructing vehicular or pedestrian traffic.
3. The Contractor's off-road riding equipment may be parked in the work area while preparing to start work or during short breaks authorized by the Contractor for its employees. At all other times, the equipment must be parked in an area that is designated for vehicular traffic. This is to prevent damage to the turf and walks from drips and/or spills from the equipment.

D. University/Contractor Meetings:

1. The Owner's Representative and a management representative of the Contractor shall meet monthly and on an "as requested" basis, unless it is mutually agreed that the scheduled meeting is unnecessary.
2. The Owner's Representative will determine the location for the meeting. Contractor's time spent for the meeting(s) shall be at no cost to the University.

VI. TURF & ORNAMENTAL MAINTENANCE SPECIFIC REQUIREMENTS:

A. Equipment

The following provisions apply to all equipment or power tools used by the Contractor or its employees in the performance of any contract arising from this Invitation for Bids:

1. All equipment will be in good repair and have proper guards and safety devices installed and in use at all times.
2. Equipment utilized in the performance of work "on turf" areas must have turf type (knobby, ribbed, or equal) tires. No mower, tractor or other large equipment will be operated on turf areas without this tread type.
3. Mowing equipment with a cutting width greater than 24 inches shall have rotary cutting blades horizontally mounted on a deck in front of the engine. Exception(s): Bush hogs, flail mowers, and gang type reel mowers. These type mowers may only be used in open fields with the approval of the Owner's Representative.
4. All blades shall be maintained with a sharp cutting edge so that the grass blade is cleanly cut leaving no torn, ragged, or uneven blades. Torn, ragged, or uneven blades will not be acceptable.
5. Areas recognized and/or identified to be unacceptable shall be re-cut with sharp blades.
6. Equipment utilized for mowing, leaf removal or de-thatching shall be properly guarded to prevent flying or thrown objects by the equipment.
7. Equipment utilized in edging operations shall be properly adjusted and aligned. The cutting blade(s) shall have a sharp edge with sufficient

weight to give a clear, clean cut. Mashing down or over-riding of the materials to be cut will not be permitted.

8. Prior approval from the Owner's Representative shall be required in the event that rental or use of heavy equipment for special services is necessary.

VII. TURF OPERATIONS:

A. Mowing

During peak mowing seasons, typically March – July and September – October, weekly mowing is expected. Any increased frequency must be approved by the Owner's Representative. Additional mowings approved by the Owner's Representative will be billed at the per mowing rate as stated in the Pricing Schedule.

1. All turf will be mowed and trimmed concurrently and started and completed within the same day.
2. All walks, drives, curbs, edges and building, and other obstacles in mowed area must have a neatly trimmed edge.
3. The Contractor shall perform mowing in such a manner as to insure that the total contract area is cut according to required cutting height.
4. After the initial cutting, no more than 1/3 of the grass blade shall be removed during any one mowing operation.
5. Mowing operations shall be timed properly to maintain the height of the grass as specified and eliminate an accumulation of seed heads.
6. Specified mowing heights are 3 to 3.5 inches. Mowing heights are measured with mowers on a flat, paved surface.
7. Grass clippings shall be collected whenever they are excessive, clumped, or when they will detract from the appearance and/or health of the lawn.
8. Additional collection of grass clippings may be necessary for special events and activities as directed by Owner's Representative.
9. The Contractor shall be responsible for the removal of any trash or debris from the path of mowing equipment prior to the cutting of lawns and fields. Should trash or debris be shredded by the Contractor's operations, it shall be the responsibility of the Contractor to pick it up immediately.
10. Uneven and/or terraced cuts to any lawn area will not be permitted. Should this occur, the equipment shall be considered as defective or deficient, and the area will be re-cut within 24 hours with non-defective equipment at no cost to the University.

B. Edging

1. Edging shall be by manual and/or mechanical means.
2. Edging shall be completed monthly during the growing season, defined as March 15-November 15.
3. The Contractor shall be responsible for the daily removal of the residue from edging operations.

C. Leaf Removal

1. Leaf removal shall be the responsibility of the Contractor.
2. Removal of the leaves and gumballs should begin as needed, but no later than November 1.
3. Leaf removal shall be performed on the entire complex, as needed during leaf removal season to prevent matting and/or damage to the lawn area, which may be accomplished by mowing until it becomes excessive, clumps, or when it will detract from the appearance or health of the turf.
4. Leaf removal by manual means shall be performed when the turf area is wet or where damage by mechanical means to turf areas would occur.

D. Debris

1. All debris generated by the Contractor will be cleaned up daily.
2. All trash, thatch, grass clippings, and leaves shall be removed from the site by the Contractor at his own expense. Sidewalks, steps, and doorways will be cleaned concurrent with the operation ongoing at that time.
3. The Contractor shall not utilize the site or adjoining areas as a dumpsite. Dumpsters, open areas, and lots may not be utilized by the Contractor for the disposal of the Contractor's debris, clippings, leaves, or thatch.

E. Aeration

All turf areas, with less than a 3:1 slope, shall be core-aerated twice a year, as directed by the Owner's Representative. One of which will be preceding the fall overseeding. Under adverse conditions, additional aeration may be necessary at an hourly rate as stated in the Pricing Schedule.

F. Fertilization:

1. All turf areas shall follow a fertilization program three times a year (September, October, November) following published VPI and SU Virginia Cooperative Extension Recommendations, the rate shall be 1 pound of nitrogen per 1,000 feet squared per application of a slow release fertilizer. The Contractor is to supply all materials.

2. Soil from turf areas shall be tested by the University at least once a year by a laboratory acceptable to the Contractor and the Owner's Representative. Testing shall include macro and micro nutrient levels.
3. Modifications to the fertilization program due to test reports shall be billed based on rates as stated on the Pricing Schedule. Additional materials will be provided by the Owner.

G. pH Modifications:

Soil in turf areas shall be modified at the Owner's request so that pH readings fall within the optimum range for turf grasses, as recommended by VPI & SU Extension Service. The Contractor is to supply all materials. pH modification shall be billed on the per pound rates as stated on the Pricing Schedule. The Owner reserves the right to seek other quotes and use other providers if it is in the best interest of the University.

H. Overseeding:

1. Overseeding of turf areas shall be accomplished immediately following the fall core aerating. The Contractor is to supply all materials.
2. Application rates, seed mix, and timing shall be as recommended by VPI & SU current publications and approved by the Owner's Representative.
3. Additional overseeding may be requested based on the hourly rate as stated in the Pricing Schedule. Additional overseeding materials to be supplied by the Owner.

I. Chemical Applications:

1. Chemical Applications includes pre-emergent and post-emergent herbicides, fungicides and insecticides. Chemical applications shall be approved by the Owner's Representative in accordance with the UMW Grounds IPM Policy and VPI&SU Extension Service recommendations.
2. Chemical applications will be requested based on an hourly rate as stated in the Pricing Schedule. The Owner will supply herbicides, insecticides, and fungicides.
3. All Chemical applications shall be done in accordance with state and federal law.

VIII. LANDSCAPE MATERIAL:

A. Pruning:

Ornamental trees, shrubs, ground cover, and flowerbeds shall be pruned to remove dead or damaged branches, develop natural form, maintain plant shape,

and promote growth. Material shall be trimmed to keep it within its intended bounds and to the intent of the landscape design and the Owner's Representative. Timing shall be as recommended by VPI & SU current publications.

B. Fertilization:

All material shall be fertilized annually as recommended by VPI & SU Extension Services and as approved by the Owner's Representative. Contractor to supply materials.

C. Mulching:

1. Plant material shall be maintained in neatly defined beds of well-aged, uniform, pine bark mulch, such as Virginia Fines or shredded hardwood as approved by the Owner's Representative, free of foreign matter and at an accumulated depth of no greater than three (3) inches, as directed by the Owner's Representative. Contractor to supply materials
2. All mulch beds must have edges defined, twice annually. Edging spoils may not be placed back in beds.
3. Additional mulching or spot mulching will be on an hourly basis (mulch provided by the University.)

D. Weeding:

1. All planting beds, sidewalks and curbs shall be weeded to maintain a neat appearance.
2. Manual means and pre-emergent (soil applied) and post-emergent (foliage applied) herbicides shall be used with the approval of the Owner's Representative. University to supply materials.

E. Chemical Applications:

1. Chemical Applications includes pre-emergent and post-emergent herbicides, fungicides and insecticides. Chemical applications shall be approved by the Owner's Representative in accordance with the UMW Grounds IPM Policy and VPI&SU Extension Service Recommendations.
2. Chemical applications will be requested based on an hourly rate as stated in the Pricing Schedule. The Owner will supply herbicides, insecticides, and fungicides.
3. All Chemical applications shall be done in accordance with state and federal law.

IX. LANDSCAPING:

Minor landscaping and other projects may be mutually agreed upon during the course of the contract. These projects may be on any UMW owned leased or controlled properties including properties owned or controlled by the UMW Foundation If initiated, such

projects will be approved by the Owner's Representative and billed separately at hourly rates as stated in the Pricing Schedule. The Owner reserves the right to seek other quotes and use other providers if it is deemed in the best interest of the University.

X. MANDATORY PRE-BID CONFERENCE/SITE INSPECTION:

A mandatory pre-bid conference/site inspection will be held **June 4, 2008 at 10 AM at the Club House at 1012 William Street, Fredericksburg, VA 22401 located in the UMW Apartment complex.** The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Please call Richard Blair at (540)654-2091 for directions to site.

Due to the importance of all bidders having a clear understanding of the specifications scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No potential bidder will be admitted into the mandatory pre-bid conference after 10:10 AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

XI. GENERAL TERMS AND CONDITIONS: Please see Attachment A for the General Terms and Conditions of this Invitation for Bids.

XII. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
- B. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of this agreement.
- C. **AWARD OF CONTRACT:** University of Mary Washington will make an award to the lowest responsive and responsible bidders as determined by the Bid Evaluation Schedule. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidder(s) to render required services. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The purchasing office also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring body to be in its best interest.
- D. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the

solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

E. BID PRICES:

1. Bids shall be in the form of firm hourly charges for each skill level of workman indicated.
2. The labor rates specified by the Bidder shall include profit and all such direct and indirect overhead costs as transportation, general and administrative cost, profit on material, etc.
3. Labor hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation or workers, materials acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and must be included in the hourly rates bid for basic labor. When estimates of cost are requested, these are not to be charged directly but must be included in the basic labor rate bid amounts as overhead.

F. CANCELLATION OF CONTRACT: The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.

G. CONTRACTOR DATA SHEET: The bidder shall complete the Contractor Data Sheet (Attachment B), being sure to include two (2) recent references for whom the bidder has done a similar job of comparable size.

H. CONTRACTOR EQUIPMENT LIST: The bidder shall complete the Contractor Equipment List (Attachment C).

I. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____
License # _____ **Type** _____

Subcontractor Name: _____
License # _____ **Type** _____

J. IDENTIFICATION OF BID ENVELOPE: The signed bid should be returned in a separate envelope or package, sealed and identified as follows:

FROM: _____
Name of Bidder Due Date Time

Street Address

IFB No.

City, State, Zip Code

IFB Title

Name of Purchase Officer _____

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

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

LATE BIDS: To be considered for selection, bids must be received in the issuing office by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the issuing office. Bids received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The College is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intradepartmental College mail system. It is the sole responsibility of the Bidder to insure that its bid reaches the issuing office by the designated date and hour.

K. **INSPECTION OF JOB SITE BY BIDDER:** My signature on this solicitation constitutes that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims as a result of failure to inspect the job site will not be considered by the University.

L. **RECORD OF SERVICE:**

1. All work performed under this contract shall be supported by daily job tickets prepared by the Contractor. Job tickets shall be on the Contractor's format as approved by the Director of Landscape & Grounds.
2. Each job ticket shall reflect the daily job site activity to include time of arrival and departure, the number and types of craftsmen on the job, and any major items of equipment, to include rental equipment at the job site. Contractor should list any major items of equipment being left overnight at the job site for the information of the Agency and protection of the Contractor. The job ticket shall be authenticated daily by the Agency, its representative or other proper authority at the job site. A copy will be provided to the authenticating employee.
3. The original job ticket(s) shall be submitted with the invoice for each Agency Purchase Order as supporting documentation for labor hours billed.

- M. RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff.
- N. RENEWAL OF CONTRACT: This contract may be renewed by the University for four (4) successive one year periods under the terms and conditions stated herein. Such written notice shall be given approximately 60 days prior to the expiration date of each contract period.
- a. 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 prices of the original contract increased/decreased by 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.
 - b. 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.
- O. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the College's satisfaction at the Contractor's expense.

XIII. BID EVALUATION PROCEDURE:

The College will tabulate bids using the following situation. **This example is for informational purposes only. Bidders are not to complete this section.** Bids will be evaluated as follows:

1. Fixed Prices:

- | | | |
|----|--------------------------------------|----------|
| A. | Mowing Entire Complex | \$ _____ |
| B. | Aeration of Entire Complex | \$ _____ |
| C. | Turf Fertilization of Entire Complex | \$ _____ |
| E. | Fall Overseeding of Entire Complex | \$ _____ |
| F. | Edging of Entire Complex | \$ _____ |
| G. | Leaf Removal of Entire Complex | \$ _____ |
| H. | Complete Mulching of Ornamental Beds | \$ _____ |

Total for Fixed Prices (Sum of Section I): \$ _____

2. Hourly Rates:

- | | | |
|----|---|--------------------|
| A. | Chemical Applications to Turf (Liquid) | 4 hours @ \$ _____ |
| B. | Chemical Applications to Turf (Granular) | 4 hours @ \$ _____ |
| C. | Additional Overseeding
(Owner to Supply Materials) | 3 hours @ \$ _____ |

D.	Additional Core Aeration	8 hours @ \$_____
E.	Additional Mowing	6 hours @ \$_____
F.	Additional Edging	3 hours @ \$_____
G.	Additional Leaf Removal Turf	3 hours @ \$_____
H.	Additional Leaf Removal Ornamental Beds	5 hours @ \$_____
I.	Bushhogging	8 hours @ \$_____
	<u>Landscape Maintenance</u>	
J.	Laborer	15 hours @ \$_____
K.	Foreman	5 hours @ \$_____
	<u>Landscape Installation</u>	
L.	Laborer	15 hours @ \$_____
M.	Foreman	5 hours @ \$_____
N.	Additional Turf Fertilizer Application (Owner to Supply Materials)	3 hours @ \$_____
	<u>Landscape Material</u>	
O.	Weed Control, Liquid	4 hours @ \$_____
P.	Weed Control Grandular	4 hours @ \$_____
Q.	Manual Weeding	8 hours @ \$_____
R.	Pruning	10 hours @ \$_____
S.	Additional Mulching of Ornamental Areas	8 hours @ \$_____
T.	Fertilization of Ornamental Areas	4 hours @ \$_____
	Total for Hourly Rates (Sum of Section II):	\$_____

3. Other Pricing:

- A. Lime Application – Material Included (per pound applied)
500 pounds @ \$_____
- B. Pick-Up and Delivery of Supplies (Includes driver and vehicle)
\$_____ per mile x 10 miles = \$_____

Total for Other Pricing (Sum of Section III): \$_____

4. TOTAL BID PRICE: (Sum of Sections I + II + III): \$_____

XIV. METHOD OF PAYMENT: Payment will be made NET 30 days on a monthly basis upon completion of service, submission of an invoice for payment by the Contractor and acceptance of work by the Owner's Representative. Invoices are to be submitted monthly, no later than the 20th of the month following delivery of service, and will include the following information in a line item format or by supporting documentation:

Contract #
Date of Service
Labor hours expended, hourly rate and total labor charge
Material cost supported by invoices

The original invoice should be sent to:

Office of Accounts Payable
Mary Washington College
1301 College Avenue
Fredericksburg, VA 22401

A clearly marked copy addressed to:

Landscape & Grounds Manager

Facilities Services
1301 College Avenue
Fredericksburg, VA 22401

XV. ATTACHMENTS:

- A. General Terms and Conditions
- B. Contractor Data Sheet
- C. Contractor Equipment List
- D. Integrated Pest Management Policy (IPM) for MWC
- E. Small Business Sub-Contracting Plan

XVI. PRICING SCHEDULE: (Bidder to Complete and Return.)

Pricing to include equipment, materials, and labor unless otherwise specified. The Bidder agrees to provide the services in compliance with the Scope of Services and Terms and Conditions contained herein. Travel time shall not be considered as a rate and should be included in the base bid price, or the hourly labor price as applicable. Bidders shall fill in all blanks. Any blank left unfilled, or marked with a 0 (zero), may cause the bid to be considered non-responsive.

1. Fixed Prices:

A.	Mowing Entire Complex	\$ _____
B.	Aeration of Entire Complex	\$ _____
C.	Turf Fertilization of Entire Complex	\$ _____
E.	Fall Overseeding of Entire Complex	\$ _____
F.	Edging of Entire Complex	\$ _____
G.	Leaf Removal of Entire Complex	\$ _____
H.	Complete Mulching of Ornamental Areas	\$ _____

2. Hourly Rates:

A.	Chemical Applications to Turf (Liquid)	\$ _____ per hour
B.	Chemical Applications to Turf (Granular)	\$ _____ per hour
C.	Additional Overseeding (Owner to Supply Materials)	\$ _____ per hour
D.	Additional Core Aeration	\$ _____ per hour
E.	Additional Mowing	\$ _____ per hour
F.	Additional Edging	\$ _____ per hour
G.	Additional Leaf Removal Turf	\$ _____ per hour
H.	Additional Leaf Removal Ornamental Beds	\$ _____ per hour
I.	Bushhogging	\$ _____ per hour
<u>Landscape Maintenance</u>		
J.	Laborer	\$ _____ per hour
K.	Foreman	\$ _____ per hour
<u>Landscape Installation</u>		
L.	Laborer	\$ _____ per hour
M.	Foreman	\$ _____ per hour
N.	Additional Turf Fertilizer Application (Owner to Supply Materials)	\$ _____ per hour
<u>Landscape Material</u>		
O.	Weed Control, Liquid	\$ _____ per hour
P.	Weed Control Granular	\$ _____ per hour
Q.	Manual Weeding	\$ _____ per hour
R.	Pruning	\$ _____ per hour
S.	Additional Mulching of Ornamental Areas	\$ _____ per hour
T.	Fertilization of Ornamental Areas	\$ _____ per hour

3. **Other Pricing:**

A. Lime Application – Material Included (per pound applied) \$_____ per lb.

B. Pick-Up and Delivery of Supplies (Includes driver and vehicle) \$_____per
mile

4. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature
on this solicitation, I certify that this firm/individual and subcontractor is properly
licensed for providing the goods/services specified.

Contractor Name:_____

License # _____ Type _____

Subcontractor Name:_____

License # _____ Type _____

(RETURN THIS FORM)

ATTACHMENT A

UNIVERSITY OF MARY WASHINGTON GENERAL TERMS & CONDITIONS GOODS AND NON-PROFESSIONAL SERVICES

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
- 1. Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

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

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from

promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offers certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offers further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <u>Code of Virginia</u> .	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

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

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

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

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

- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, 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 e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration,

electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

ATTACHMENT B

CONTRACTOR DATA SHEET

To Be Completed by Bidder:

1. QUALIFICATIONS OF BIDDER: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ years _____ months.
3. REFERENCES: Indicate below a listing of at least two (2) current accounts, either commercial or governmental, that your agency is servicing. Include the length of service and the name and phone number of the person the purchasing agency has your permission to contact.

CLIENT'S NAME AND ADDRESS

LENGTH OF SERVICE

PERSON TO CONTACT
& PHONE & FAX NO.

(RETURN THIS FORM)

ATTACHMENT C

CONTRACTOR EQUIPMENT LIST

Landscape/ Maintenance Equipment

<u>TYPE OF EQUIPMENT SIZE/WIDTH</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>YEAR</u>	<u>HOURLY RATE</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____
11. _____	_____	_____	_____	_____
12. _____	_____	_____	_____	_____
13. _____	_____	_____	_____	_____
14. _____	_____	_____	_____	_____
15. _____	_____	_____	_____	_____

Add additional lines if required

(RETURN THIS FORM)

ATTACHMENT D

UNIVERSITY OF MARY WASHINGTON COLLEGE

Facilities Services

Landscape and Grounds Department

IPM POLICY

Introduction

An Integrated Pest Management (IPM) program combines cultural, physical, mechanical, biological, and chemical control strategies to effectively control pest populations while minimizing pesticides released into the environment.

The intent of this policy is to establish a hierarchy and procedures within the Grounds Department for Integrated Pest Management operations. The application of these procedures will most effectively control pest populations with the least use of chemicals and in the most environmentally sound and cost efficient manner possible.

A thorough IPM program also incorporates documented monitoring of plant material, pest populations and the controls employed. Through documentation, evaluation is possible and adjustments to control efforts are affected with an eye toward minimal chemical use while maximizing effectiveness and cost efficiency.

Purpose

1. To standardize pest control efforts and techniques, where possible.
2. To ensure continued compliance with all Federal and State mandates and laws concerning pesticides
3. The minimization, if not elimination, of toxic and residual substances used in pest control.
4. The maximization of physical, cultural, mechanical, and natural biological techniques in the control of pests.
5. To maximize efficacy in pest control efforts through the establishment of thresholds, monitoring, documenting, and evaluating.

Goals

Compliance with all Federal, State and University policies and laws concerning pesticides

Maximization of physical, cultural, mechanical, and natural biological techniques in control of pests

Compilation of reference material

Continued mapping of landscape sites and plant inventory- December, January, February

Development of prioritized site list

Develop thresholds for all identified sites

To train and update personnel in the Grounds Department in the use and concept of Integrated Pest Management.

Computerized record keeping

Education and communication about IPM with Grounds staff and Campus Community

Storage & Safety Compliance

1. Establish, document, and maintain an inventory of all chemicals/pesticides.

2. Develop and maintain OSHA-approved storage areas/facilities.
3. Develop and maintain MSDS sheets and pesticide/product label files.
4. Maintain and keep materials spillage procedures and containment devices current.
5. Maintain and update Poison Control and Fire Dept. phone numbers and post.
6. Post pesticide controls schedules and areas to be treated.
7. When applicable restrict access to treated areas until safe.

Site Maps

All landscaped areas shall be mapped. The following information will be recorded when possible:

Genus, species, location and relative health of all plant material

soil pH,

chemicals history - fertilization, pesticides, fungicides etc.

historical data - past pest problems, environmental conditions, mechanical damage, earlier plants removed, pH adjustments, date planted, etc.

other pertinent data

Routine Visits

Each site shall be visited 2 times a month April through October plus one visit a month during the remaining months, especially those areas with evergreens

Evaluation forms will be done for each visit

Procedure For Request

Work Order is placed by observer (Grounds Lead, etc.) and assigned to IPM Tech - W.O. should indicate site, plant id if known or other means of id -symptoms observed and other useful information

IPM Tech assigns WO number to the evaluation form

Tech shall visit the site and gather data. Visit date shall be recorded on the evaluation form

Control decisions should be made as soon as possible

Control decisions or status are indicated along with diagnosis on the evaluation form - bibliographic reference if applicable

The evaluation form is sent to the appropriate supervisor for signature, within 2 days of request (Supervisor will initial if status only)

The supervisor returns the evaluation form to the Tech no later than the end of the next work day

Within three days of request, a copy is sent to the requester, and the original is added to records

IPM Tech generates WO for control measures if needed, may be for IPM tech or pesticide tech or other

Original requesting WO at this point is complete

Monthly IPM Calendar

Tech creates IPM calendar based on research and historical data

Calendar should include *pests to watch for

Plant material susceptible

Appropriate cultural practices

Symptoms

Tips

Calendar submitted to Supervisor in writing for review and approval

Calendar posted at Brompton and Grounds by 10th of month

Hard copy or computer file kept

Historical notations added

Site Evaluation

When an IPM request has been generated or a scheduled site visit is made an evaluation will be made of the identified plant/s or problems. The evaluation should include but not limited to:

Date and weather

Site location

Identification of plant material, genus species (variety if possible)

Evaluation of plant condition (including healthy)

Cultural conditions, drainage, sun, shade, water +-, pH (history or test), Temperature

Previous treatments, pH adjustment, fertilizers, chemical use history if known, pathogen symptoms, pests present, mechanical damage, weeds present, evaluation of past control measures (effectiveness, etc)

Pest Analysis

The site analysis should generate symptom descriptions;

Symptom check list

defoliation, shot holes, notched margins, skeletonization, stippling, streaking, mining, leaf cupping, leaf or twig damage, galling, bark rippling or cracking, shoot dieback, branch dieback, honeydew or sooty mold, fecal spots, silk, protective cases, fluffy white wax, soft or hard scale - indicate color, spittle, pitch, gum or sap flow, frass, chlorosis, Other

Control Decision

Decisions shall be dependent on established thresholds and other factors such as plant part affected, time of year, presence of beneficials, and past historical data. Physical, cultural, mechanical, and natural biological techniques should be used when possible. Chemical controls should be the last resort and the least toxic chemical, especially in terms of residual effect, should be used. Spot application should be used when practicable.

Hierarchy of Control Techniques

1. *Habitat modification* - Pest problems can often be avoided by modifying a habitat making it unsuitable for the pest and/or more suitable for the pests' natural enemies.
2. *Cultural controls* - Modifying cleaning, watering, fertilizing, pruning, or cultivation techniques often help to prevent pest problems while enhancing natural enemies' habitat.
3. *Physical controls* - Pests are physically removed. This includes the use of vacuums, baits & traps, use of water to wash pests away, hand removal (bagworm cocoons) etc.
4. *Biological controls* - All techniques already listed are designed to conserve the naturally occurring biological controls already present. In many instances natural or biological controls can be introduced especially in outdoor situations. Natural controls include host-specific pathogens, pheromones, natural enemies/predators etc.
5. *Chemical controls* - The following pesticides are recommended to manage insect/mite problems in an IPM program:
Horticultural spray oil, insecticidal soaps, Bt insecticides (biological control)

Record Keeping: The following information shall be recorded in a manner to facilitate its retrieval in an efficient and expeditious manner:

- Site maps

- Site evaluations

- Requests for evaluation of site

- Test results -pH, pest, or pathogen

- Control decisions

- Control records

- Planting records

- Soil pH,

- Chemical history - fertilization, pesticides, fungicides etc.

- Historical data - past pest problems, environmental conditions, bloom/fruiting times, mechanical damage, earlier plants removed, pH adjustments etc.

- Pesticide inventory

- Other pertinent data

Definitions

Pest: Any living thing that is undesirable, or causes injury or harm to people, property, or the environment.

Threshold: The point at which pest damage is economically or aesthetically intolerable.

ATTACHMENT E

Small Business Subcontracting Plan

Definitions

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

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

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

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

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

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

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

(RETURN THIS FORM)