

Standard Contract

Cooperative Contract # UCPUMW 25-1845 Landscape Services/Mowing and Trimming

This contract, between Gardenkeepers of Virginia LLC, hereinafter called the “Contractor”, and the Commonwealth of Virginia, University of Mary Washington, called the “University” or “UMW”, shall become effective 1 May 2025.

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

PERIOD OF CONTRACT: 1 May 2025 – 30 April 2026 with five (5) one-year renewal options that if exercised will extend the term to 30 April 2031.

CONTRACT DOCUMENTS: The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the “contract documents”:

1. This signed Contract;
2. Any addenda and the original solicitation, RFP #UCPUMW 25-1845 dated 07 February 2025 to include:
 - a. The Statement of Needs,
 - b. The General Terms and Conditions,
 - c. The Special Terms and Conditions, and
3. The Contractor’s proposal dated 12 March 2025.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

STATEMENT OF NEEDS

- A. The Contractor shall furnish all labor, equipment and materials necessary to provide landscape services in accordance with the terms and conditions described herein. All equipment and materials must meet the approval of the University. 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 University’ property.

1. **GENERAL REQUIREMENTS/ALL AREAS:**

- a. The contractor shall provide service as follows:
 - i. The normal working hours for this contract shall be from 7:00AM – 6:00PM, Monday through Friday.
 - ii. Any variations to working hours are to be approved by the University’s assigned Contract Administrator.
 - iii. Whenever possible, the University will provide five (5) days advance notice of schedule changes made necessary by special activities.
 - iv. Weather will not be a factor in the prevention of contract performance.
- b. The Work site shall include all designated cultivated turf and ornamental areas.
- c. 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, bush hogging and liming. Where necessary, the Contractor is responsible for manual operations to comply with this contract.

- d. 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.
- e. Chemical application shall be approved by the Owner's Representative and be in accordance with the University of Mary Washington Grounds IPM policy (see Attachment A), VPI&SU Extension Service recommendations, and all State and Federal guidelines for application and certification.
- f. 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.
- g. Parking of Vehicles and Equipment:
 - i. 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.
 - ii. 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.
 - iii. 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.
- h. University/Contractor Meetings:
 - i. The Owner's Representative and 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.
 - ii. 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.

2. **TURF AND ORNAMENTAL MAINTENANCE:**

- a. The following services shall be provided on a regular basis and is to be included in the base pricing: mowing, edging, leaf removal, debris removal, fall over-seeding, aeration.
- b. The following may be requested by the University in addition to regular services: additional over-seeding application, additional mowing, additional aeration and fertilization, pH modification (liming), chemical applications including herbicides, fungicides, and insecticides.
- c. Additional services will be bid on a "not to exceed" basis.
- d. Equipment: The following provisions apply to all equipment or power tools used by the Contractor/Subcontractor or its employees in the performance of any contract arising from this solicitation:
 - i. All equipment will be in good repair and have proper guards and safety devices installed and in use at all times.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. Areas recognized and/or identified to be unacceptable shall be re-cut with sharp blades.

- vi. Equipment utilized for mowing, leaf removal or de-thatching shall be properly guarded to prevent flying or thrown objects by the equipment.
 - vii. 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.
 - viii. 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.
- e. Mowing:
- i. 28 mowings per year should be included in the base price.
 - ii. Prices for Additional mowings and hourly.
 - iii. 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. Any additional mowing must be approved by the Owner's Representative and will be billed at the per mowing rate as stated in the Pricing Schedule.
 - iv. All turf will be mowed and trimmed concurrently and started and completed within the same day.
 - v. All walks, drives, curbs, edges and building and other obstacles in mowed areas must have a neatly trimmed edge.
 - vi. The Contractor shall perform mowing in such a manner as to ensure that the total contract area is cut according to required cutting height.
 - vii. After the initial cutting, no more than 1/3 of the grass blade shall be removed during any one mowing operation.
 - viii. Mowing operations shall be timed properly to maintain the height of the grass as specified and eliminate an accumulation of seed heads.
 - ix. Specified mowing heights are 3 to 3.5 inches. Mowing heights are measured with mowers on a flat, paved surface.
 - x. Grass clippings shall be collected whenever they are excessive, clumped, or when they will detract from the appearance and/or health of the lawn as determined by the Contract Administrator.
 - xi. Additional collection of grass clippings may be necessary for special events and activities as directed by the Contract Administrator.
 - xii. 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 operation, it shall be the responsibility of the Contractor to pick it up immediately. Trash and debris shall be removed. No Trash or Debris will be placed in beds or adjacent wood lines.
 - xiii. Uneven and/or terraced cuts to any lawn areas 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 additional cost to the University.
- f. Edging:
- i. 16 edgings per year should be included in the base price.
 - ii. Prices for additional edging and hourly.
 - iii. Edging shall be by manual and/or mechanical means. All sidewalks, curbs and other hard scape surfaces, patios, etc.
 - iv. Edging shall be completed twice monthly during the growing season, defined as March 15 – November 15. Any additional edging must be approved by the Owner's Representative and will be billed the per edge rate as stated in the Pricing Schedule.
 - v. The Contractor shall be responsible for the daily removal of the residue from edging operations.

- vi. Additional edging may be requested based on the hourly rate as stated in the Pricing Schedule.
- g. Leaf Removal:
 - i. All leaf removal shall be included in the base bid.
 - ii. Leaf removal shall be the responsibility of the Contractor.
 - iii. Removal of the leaves and gumballs should begin as needed, but no later than November 1.
 - iv. 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 as determined by the Contract Administrator.
 - v. 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.
- h. Debris:
 - i. All daily debris removal shall be included in the base bid.
 - ii. Property will be policed upon each visit to remove sticks, trash and other items from lawns, beds, walks and driveways.
 - iii. Excessive debris or storm-related debris as agreed upon by the Contractor and Owner's Representative will be billed separately based on the hourly rate as stated in the Pricing Schedule.
 - iv. All debris generated by the Contractor will be cleaned up daily.
 - v. 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.
 - vi. 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.
- i. Aeration:
 - i. Two complete aerations shall be included in the base bid.
 - ii. Additional aerating at Hourly Rates.
 - iii. All turf areas, with less than 3:1 slope, shall be core-aerated twice a year, as directed by the Owner's Representative. One of which will proceed the fall over seeding.
 - iv. Contractor must ensure areas adjacent to walks, buildings and other obstacles are aerated utilizing appropriately sized equipment to maintain complete coverage.
 - v. Contractor to locate all irrigation heads and valve boxes prior to commencing with aeration operations.
 - vi. Contractor responsible for repair and/or replacement of any items damaged while performing this operation.
 - vii. Under adverse conditions, additional aeration may be necessary at an hourly rate.
- j. Fertilization:
 - i. Price to be per pound of material applied.
 - ii. All turf areas shall follow a fertilization program as designed by the University's DCR Approved Nutrient Management Plan. Turf fertilizer applications will be applied as directed by the Owner's Representative, on a per application basis. (All fertilizers will be granulated). Pricing will be on a per pound of material applied. Contractor may be requested to supply the materials or UMW may supply material at its discretion.
 - iii. All fertilizer applications shall be done in accordance with current state and federal law.

- k. pH Modifications:
 - i. Price per pound of Dolomitic lime applied.
 - ii. Price per pound of Calcitic lime applied.
 - iii. 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 the University's DCR Approved Nutrient Management Plan.
 - iv. The Contractor is to supply all materials.
 - v. pH modification shall be billed on the per pound rates.
 - vi. The Owner reserves the right to seek other quotes and use other providers if it is in the best interest of the University.
- l. Overseeding:
 - i. Fall over seeding to be included in the base bid.
 - ii. Additional over seeding at hourly rates.
 - iii. Over-seeding of turf areas shall be accomplished immediately following the fall core aerating.
 - iv. Seeding will be completed with powered slit seeder type machinery (no broadcast seeding).
 - v. The Contractor is to supply all materials.
 - vi. Application rates, seed mix, and timing shall be as recommended by VPI&SU current publications and approved by the Owner's Representative.
 - vii. Tall Fescue Mix – A three-way blend of Tall Fescue varieties for over-seeding existing turf.
 - 1) All varieties shall be on the current VA/MD Turf Grass recommendation lists.
 - 2) Material shall be bagged and labeled in quantities of 50 pounds.
 - 3) All bags shall be intact and show no signs of damage of any type.
 - 4) Seed shall have been tested for purity, germination and for use during the current season.
 - viii. Perennial Rye – A certified single variety or blend.
 - 1) All varieties shall be on the current VA/MD recommendation lists.
 - 2) Material shall be bagged and labeled in quantities of 50 pounds.
 - 3) All bags shall be intact and show no signs of damage of any type.
 - 4) Seed shall have been tested for purity, germination and for use during the current season.
 - ix. Additional over-seeding may be requested based on the hourly rate as stated in the Pricing Schedule. Contractor may be requested to supply the materials or the University of Mary Washington may supply material at its discretion.
- m. Turf Chemical Applications:
 - i. Turf Chemicals applied at hourly rates.
 - ii. Chemical Applications include pre-emergent and post-emergent herbicides, fungicides and insecticides.
 - iii. Chemical applications shall be approved by the Owner's Representative in accordance with the UMW Grounds IPM Policy and VPI&SU Extension Service recommendations.
 - iv. Chemical applications will be requested based on an hourly rate as stated in the Pricing Schedule.
 - v. Contractor may be requested to supply the materials or the University of Mary Washington may supply materials at its discretion.
 - vi. All Chemical applications shall be done in accordance with state and federal law.
 - vii. Contract must supply SDS sheet on all chemicals used.

3. **LANDSCAPE MATERIAL OPERATIONS:**

- a. The following services shall be provided on a regular basis, to be billed in base bid on Pricing Schedule Weeding and Mulching. Weeding may include post and pre-emergent herbicide applications.
- b. The following may be requested by the University in addition to regular services: additional over-seeding, additional mowing, additional aeration and fertilization, pH modification (liming), chemical applications including herbicides, fungicides, and insecticides.
- c. Additional services will be bid on a “not to exceed” basis.
- d. Pruning:
 - i. Pruning to be at hourly rates.
 - ii. 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.
 - iii. Material shall be trimmed to keep it within its intended bounds and to the intent of the landscape design and the Owner’s Representative.
 - iv. Timing shall be as recommended by VPI&SU current publications.
 - v. All pruning shall be completed in compliance with ANSI A300 and Z133.1 Standards.
 - vi. Pruning will be requested as needed, based on an hourly rate as stated in the Pricing Schedule.
- e. Ornamental Fertilization:
 - i. Pricing to be per pound of material applied.
 - ii. All material shall follow a fertilization program as designated by the University’s DCR Approved Nutrient Management Plan and as approved by the Owner’s Representative.
 - iii. All chemical applications shall be done in accordance with current state and federal law.
 - iv. All fertilizers will be granulated.
 - v. Pricing will be on a per pound of material applied.
 - vi. Contractor will be requested to supply the materials or the University of Mary Washington may supply material at its discretion.
- f. Mulching:
 - i. Spring mulching to be included in base bid.
 - ii. Plant material shall be maintained in neatly defined beds of well-aged, uniform, pine bark mulch, such as Rappahannock 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.
 - iii. Contractor to supply materials.
 - iv. Entire site to be mulched once annually (March) and completed as one operation.
 - v. All mulch beds must have edges defined, twice annually.
 - vi. Mechanical edgers may not be utilized within five (5) times the diameter breadth height (DBH) of any tree to avoid root damage.
 - vii. These areas must be edged by manual methods to avoid any damage to plant roots.
 - viii. Edging spoils may not be placed back in beds.
 - ix. Additional mulching or spot mulching will be on an hourly basis.
 - x. Contractor may be requested to supply the materials or the University of Mary Washington may supply material at its discretion.
- g. Weeding:
 - i. All planting beds, sidewalks and curbs shall be weeded to maintain a neat weed-free appearance.

- ii. No weeds larger than 3 inches tall or in diameter or greater numbers than 3 per Sq. Foot will be in compliance with the contract.
 - iii. Manual means and pre-emergent (soil applied) and post-emergent (foliage applied) herbicides shall be used with the approval of the Owner's Representative.
 - iv. Contractor to supply all materials and labor to keep beds weed free.
 - v. Chemical Applications including pre-emergent and post-emergent herbicides shall be approved by the Owner's Representative in accordance with the UMW Grounds IPM Policy and VPI&SU Extension Recommendations.
 - vi. Dead weeds (from herbicide applications) must be removed from beds and mulched areas as to eliminate unsightly conditions within 7 days.
 - vii. All Chemical applications shall be done in accordance with current state and federal law.
 - viii. Contractor must supply SDS sheet on all chemicals used.
- h. Other Chemical Applications:
- i. Other Chemical Applications may include fungicides and insecticides.
 - ii. Chemical applications shall be approved by the Owner's Representative in accordance with UMW Grounds IPM Policy and VPI&SU Extension Service Recommendations.
 - iii. Chemical applications will be requested as needed, based on an hourly rate as stated in the Pricing Schedule. Contractor may be requested to supply the materials or the University of Mary Washington may supply material at its discretion.
 - iv. All Chemical applications shall be done in accordance with state and federal law.
 - v. Contractor must supply SDS sheet on all chemicals used.
- i. Bush hogging:
- i. Designated areas will require bush hogging on an annual or semiannual basis as determined by Owner's Representative.
 - ii. All bush hogging shall be performed with sharp blades and or equipment that gives an even cut.
 - iii. All designated materials missed or left standing will require to be recut.
 - iv. Areas where heavy equipment may not traverse safely or effectively will have to be cut with hand-held equipment such as line trimmers, etc.
 - v. The Contractor shall be responsible for the removal of any trash or debris from the path of moving equipment prior to the cutting of lawns and fields.
 - vi. Should trash or debris be shredded by the Contractor's operations, it shall be the responsibility of the Contractor to pick it up immediately.
 - vii. Trash and debris shall be removed from premises completely.
 - viii. No Trash or debris will be placed in beds or adjacent wood lines.
 - ix. Specified mowing heights are 5 to 6 inches. Mowing heights are measured with mowers on a flat, paved surface.
 - x. Bush hogging will be requested as needed, based on an hourly rate as stated in the Pricing Schedule.
 - xi.
- B. **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 Contract Administrator and billed separately at hourly rates as sated in the Pricing Schedule. UMW reserves the right to seek other quotes and use other providers if it is deemed to be in the best interest of the University.

PRICING:

Pricing below includes equipment, materials, labor and any add-on costs (credit card fees, eVA fees, etc.). The Offeror agrees to provide the services in compliance with the Statement of Needs and Terms and Conditions contained herein. Travel time shall not be considered as a separate rate and is included in the base bid price, or the hourly labor rates below. **No additional add-on pricing will be authorized during contract performance. Hours billed will be limited to those hours actually performing assigned work, not including travel time.**

A. Base Pricing: These services will be completed over the year as stated in Scope of Work:

- 1. Stafford Campus:
 - a. Mowing Entire Complex 28 times
 - b. Edging Entire Complex 16 times
 - c. Leaf Removal Seasonal
 - d. Debris Removal Continuous
 - e. Fall Over-Seeding 1 Time
 - f. Aeration 1 Time
 - g. Mulching of Entire Complex 1 Time
 - h. Edging of Beds 2 Times
 - i. Weeding of Ornamental/Mulch Continuous

Total Base Bid for Stafford: _____ \$41,168.00 Per Year

B. Fixed Prices: These services will be on an “as needed” basis as described herein and are in addition to the base bid prices:

- 1. Stafford Campus:
 - Mowing Entire Complex **\$587.00**
 - Mowing Section 1 (Main Area) **\$498.00**
 - Mowing Section 2 (Upper Lot) **\$163.00**
 - Additional Fall Over-Seeding of Entire Complex **\$625.00**
 - Additional Edging of Entire Complex **\$290.00**
 - Complete Mulching or Ornamental Areas **\$18,760.00**

C. Hourly Rates: These services will be on an “as needed” basis as described herein and are in addition to the base bid prices:

- 1. All Campuses:
 - Additional Mowing **\$130.00**/per hour
 - Additional Edging **\$ 41.00**/per hour
 - Additional Core Aeration **\$115.00**/per hour
 - Debris Removal (excessive and storm) **\$260.00**/per hour
 - Additional over-seeding (Owner to Supply Matls) **\$115.00**/per hour
 - Chemical Applications to Turf (Liquid) (Owner to Supply Matls) **\$ 65.00**/per hour
 - Chemical Applications to Turf (Granular) (Owner to Supply Matls) **\$ 65.00**/per hour

Chemical Applications to Ornamental (Liquid) (Owner to Supply Matls)	\$ 65.00/ per hour
Chemical Applications to Ornamental (Granular) (Owner to Supply Matls)	\$ 65.00/ per hour
Additional Mulching (Owner to Supply Matls)	\$ 65.00/ per hour
Pruning	\$ 48.00/ per hour
Bush Hogging (Tractor)	\$ 91.00/ per hour
Bush Hogging (Line Trimmer)	\$ 48.00/ per hour
Other Landscape Maintenance:	
Laborer:	\$28.00/ per hour
Foreman:	\$41.00/ per hour
Landscape Installation:	
Laborer:	\$28.00/ per hour
Foreman:	\$41.00/ per hour

D. Other Pricing: These services will be on an “as needed basis” as described herein and are in addition to the base bid prices:

1. Stafford Campus:

- a. Lime Application – Material included (per pound applied)
 - i. Dolomitic Lime Stone **\$0.48/** per pound
 - ii. Calcitic Lime Stone **\$0.51/**per pound
 - iii. Fertilization of Ornamental Areas (Owner Supplies Matl) **\$0.38/**per pound
 - iv. Fertilization of Turf Areas (Owner Supplies Matl) **\$0.38/**per pound
 - v. Pick-up and Delivery of Supplies (includes drive and vehicle) **\$165.00/**per hour

CONTRACT ADMINISTRATION: The Director of Landscape and Grounds, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University’s Procurement Services department.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Contract.

SPECIAL TERMS AND CONDITIONS:

ADDITIONAL (FUTURE) GOODS & SERVICES: The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

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.

BULK DELIVERIES: To avoid single item deliveries, the University and Contactor shall work together to ensure bulk shipments are utilized to the maximum extent possible.

CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) 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. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

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 University 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 University 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 University's right to audit the contractor's records and/or to determine the correct number of units independently; or

CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS: The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by the Subcontractor to the same extent as for any full-time or part-time Contractor staff.

- a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
- b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to that individual's employment on UMW property and should have no bearing on the Contractor's employment of any individual outside of UMW properties.
- c. UMW reserves the right to audit a Contractor's background check process at any time.
- d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- e. Screens shall include:
 - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - ii. DOJ Sex Offender Search and individual evaluation of results
 - iii. County Criminal Search for all identified counties.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract. Additionally, I understand that I may be asked to provide proof of this licensure at any time by the University, if so requested.

CONTROLLING VERSION: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - 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 affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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.

DELIVERY VEHICLE IDLING: While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.

DISCRIMINATION, DISPARATE TREATMENT or HOSTILE WORK ENVIRONMENT: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of any protected groups, classes or other categories to which they belong or are perceived to belong. These protected categories include race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf> Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

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 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 during the performance of the contract.

No employer shall discharge, discipline, or discriminate against an employee for such employee’s lawful use of cannabis oil pursuant to a valid written certification issued by a practitioner for the treatment or to eliminate the symptoms of the employee’s diagnosed condition or disease pursuant to § 54.1-3408.3.

ECOLABELS AND STANDARDS: The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with the identification and procurement of environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the [EPA site](#). The various Ecolabels, as identified by the EPA, are provided below:



ELECTRONIC DOCUMENTATION & COMMUNICATION: When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.

ELECTRONIC WASTE DISPOSAL: Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.

ENVIROMENTALLY FRIENDLY PACKAGING: Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.

EMERGENCY RESPONSE NOTIFICATION: In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*

E-VERIFY PROGRAM: EFFECTIVE 12/1/2013: Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register

and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

EXTRA CHARGES PROHIBITED:

The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the Contractor for the use of a University charge card for payment of invoices, or any order-associated eVA fees. Note Credit Card Fees, if proposed, are limited to 3%.

FAIR EMPLOYMENT CONTRACTING ACT: In accordance with [§ 2.2-4200](#) and [§ 2.2-4201](#), during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.

FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

FRATERNIZATION: Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

INDEPENDENT CONTRACTOR RELATIONSHIP:

In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

INSPECTION: All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

INSPECTION OF JOB SITE: My signature on this contract constitutes certification 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.

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) REGULATION COMPLIANCE: Contractor's storage of motorized or hydraulic equipment on the UMW campus, either overnight or for a longer period of time, must utilize an absorptive spill pad (to isolate and contain small drips or leaks that may occur) with complete coverage beneath the vehicle or equipment undercarriage.

NON-ASSIGNMENT: Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University: University of Mary Washington
Attn.: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor: Gardenkeepers of VA LLC
Attn: Catherine Grey
P.O. Box 241
Palmyra, VA 22963

OPERATING VEHICLES ON UMW CAMPUS: Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

PAYMENT TERMS:

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. 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.
 - b. 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.
 - c. 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.

d. 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).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
- i. 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
 - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

3. 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.

a. 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.

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

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.

PROHIBITION OF HAZARDOUS MATERIALS: The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

QUANTITIES: Quantities set forth in this contract are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

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, where possible.

RENEWAL OF CONTRACT

This contract may be renewed by the University upon written agreement of both parties for five (5) successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term and increases are limited to CPI-U Consumer Price Index published increases at the time of renewal.

SAFETY: The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) 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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
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 University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification 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 University. The University 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 University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business

has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

SUPPLIER ONBOARDING and METHOD OF PAYMENT: *All awarded Contractors must be [registered with the University](#) in order to receive payment via University-issued check or ACH.* The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
 - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
 - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.*

NOTE: ACH must be set up in advance prior to submittal of any invoices.
<https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

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.

TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. [The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence](#) is available for review on the [Title IX web page](#).

UNDERSTANDING OF REQUIREMENTS: Your signature on your bid/proposal submission certifies your understanding of the following:

1. 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.
2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
3. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.

USE OF RECHARGEABLE BATTERIES: Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.

WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation

WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall maintain an "hours worked" log adequate for the contract administrator to confirm labor hours.

WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY: The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

WORK SITE USE: The Contractor expressly undertakes, either directly or through its subcontractors:

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

UNIVERSITY OF MARY WASHINGTON 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 control of pests.
5. To maximize efficacy in pest control efforts through the establishment of thresholds, monitoring, documenting and evaluating.

Goals

1. Compliance with all Federal, State and University policies and laws concerning pesticides.
2. Maximization of physical, cultural, mechanical and natural biological techniques in control of pests.
3. Compilation of reference material.
4. Continued mapping of landscape sites and plant inventory – December, January, February.
5. Development of prioritized site list.
6. Develop thresholds for all identified sites.
7. To train and update personnel in the Grounds Department in the use and concept of Integrated Pest Management.
8. Computerized Record Keeping.
9. Education and Communication about IPM with Grounds Staff and Campus Community.

Storage and 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 SDS sheets and pesticides/product label files.
4. Maintain and keep materials spillage procedures and containment devices current.
5. Maintain and update Poison Control and Fire Department phone numbers and post.
6. Post pesticide controls schedule 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 two (2) times a month April through October plus one visit a month during the remaining months, especially those areas with evergreens. Education forms will be completed for each visit.

Procedure for Request

- Work Order is placed by Observer (Grounds, Lead, etc.) and assigned to IPM Tech – Work Order shall indicate site plant id if known or other means of id-symptoms observed and other useful information.
- IPM Tech assigns Work Order number to 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 Work Order for control measures if needed, may be for IPM tech or pesticide tech or other.
- Original requesting Work Order at this point is complete.

Monthly IPM Calendar

1. Tech creates IPM calendar based on research and historical data.
2. Calendar should include *pests to watch for.
3. Plant Material susceptible.
4. Appropriate Cultural Practices.
5. Symptoms.
6. Tips.
7. Calendar submitted to Supervisor in writing for review and approval.
8. Calendar posted at Brompton and Grounds by 10th of month.
9. Hard copy or computer file kept.
10. 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 problems. The evaluation should include, but not be limited to:

1. Date and Weather.
2. Site Location.
3. Identification of Plant Material, Genus Species (variety if possible).
4. Evaluation of plant condition (including healthy).
5. Cultural conditions, drainage, sun, shade, water+-, pH (history or test).
6. Temperature.
7. 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:

1. Symptom chest list.
2. 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, guym or sap flow, frass, chlorosis, other.

Control Decision

Decisions shall be depended 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 pest and/or more suitable for the pests' natural enemies.
2. Cultural controls – Modifying cleaning, watering, fertilizing, pruning, or cultivation techniques often helps to prevent pest problems when enhancing natural enemies' habitat.
3. Physical controls – Pests are physically removed. This includes the use of vacuums, baits, and 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, B+ 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 Date – Past pest problems, environmental conditions, bloom/fruited 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.

METHOD OF PAYMENT/PAYMENT TERMS: The contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

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

GARDENKEEPERS OF VIRGINIA LLC

UNIVERSITY OF MARY WASHINGTON

Signature: 

Signature: _____

Printed Name: Catherine Grey

Printed Name: Melva A. H. Kishpaugh

Title: Owner

Title: Director, Procurement Services

Date: 4/13/2025

Date: April 22, 2025

Phone: 434 4660282

Email: Catherine@gardenkeepersofvirginia.com