



**STANDARD CONTRACT**  
Contract Number: RU24006

This contract entered into this 21<sup>st</sup> day of November, 2023, by **TECH TREE EXPERTS, INC.**, located at PO BOX 11016, Blacksburg, Virginia 24062-1016, hereinafter called the "Contractor" and Commonwealth of Virginia, **RADFORD UNIVERSITY**, called the "Purchasing Agency or Radford University", located at 801 East Main Street, Radford, VA. 24142."

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide tree pruning and maintenance services to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From December 1, 2023 through November 30, 2025, with four (4) additional two-year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
  - A. This signed Radford University Standard Contract. Document;
  - B. General Terms and Conditions, dated November 6, 2020;
  - C. Additional Terms and Conditions as included in the solicitation, dated August 8, 2023;
  - D. Special Terms and Conditions as included in the solicitation, dated August 8, 2023;
  - E. Radford University's Request for Proposal (RFP) R24-002 dated August 8, 2023, and Addendum 01, dated August 23, 2023.
  - F. Contractor's Proposal signed and dated September 6, 2023.
5. **FINANCIAL COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents.

- A. **FINANCIAL CONSIDERATIONS:** Financial considerations for this contract are as follows:

	Description of Work	Hourly Rate	Overtime Rate
A.	Tree Pruning – Arborist/Climber (Routine Work)	\$60.00	\$0.00
B.	Tree Pruning – Arborist/Climber (Emergency Work)	\$10.00	\$0.00
C.	Tree Pruning – Ground Man (Routine Work)	\$43.00	\$0.00
D.	Tree Pruning – Ground Man (Emergency Work)	\$10.00	\$0.00
E.	Bucket Truck with Operator (Routine Work)	\$62.00	\$0.00
F.	Bucket Truck with Operator (Emergency Work)	\$10.00	\$0.00
G.	Stump Grinding (Measured at ground level)	\$3.00 per inch of diameter	

- B. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University upon written agreement of both parties four (4) additional two-year periods, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration. If Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/ decrease of the SERVICES category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or four percent (4%), whichever is less, for all renewal periods under the contract.

6. **ORDER OF PRECEDENCE:** This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the 1) Standard Contract, 2) General, 3) Additional and 4) Special Terms and Conditions, 5) Request for Proposal (R24-002), 6) Contractor's Proposal or 7) Negotiation/Clarification points, the Standard Contract shall prevail. The order of precedence is as identified in paragraph 4 above.

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

**TECH TREE EXPERTS, INC.**

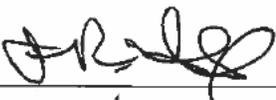
**RADFORD UNIVERSITY**

Name: John R. Lloyd

Name: Kathryn M. Dicken, CUPO, VCCO

Title: President

Title: Senior Procurement Officer

Signature: 

Signature: 

Date: 11/21/23

Date: 11-21-2023

CONTRACT  
ATTACHMENT  
CONTAINING  
DOCUMENTS LISTED  
UNDER §4.B. - 4.E.  
OF CONTRACT

# RADFORD UNIVERSITY

REQUEST FOR SEALED PROPOSAL # R24-002

TREE PRUNING & MAINTENANCE SERVICES

AUGUST 8, 2023

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

**REQUEST FOR PROPOSAL (RFP)**  
**RFP # R24-002**  
**GENERAL INFORMATION FORM**

**QUESTIONS/INQUIRIES:** All questions/inquiries for information regarding this solicitation should be directed to:

Name: Kathryn M. Dicken, CUPO, VCCO  
Phone: (540) 831-5090  
Email: [kdicken@radford.edu](mailto:kdicken@radford.edu)

Written questions to be submitted via email no later than: **AUGUST 28, 2023 by 3:00PM Eastern Standard Time (EST).**

**SEALED PROPOSAL DUE DATE AND TIME:** Proposals will be received until **SEPTEMBER 6, 2023 up to and including 3:00 PM EST.** Email and fax responses will not be accepted.

**LATE PROPOSALS:** To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received in the Procurement and Contracts Department after the date and time designated are automatically deemed non-responsive and will not be given consideration. The University is **not** responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra university mail system. **It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time. This is a sealed receipt process. Emails or fax responses will not be accepted.**

**ADDRESS:** Proposals should be mailed or hand delivered to:

Mail: Radford University, Procurement & Contracts Department  
P. O. Box 6885  
Radford, VA 24142-6885

Delivered: David E. Armstrong Complex – Procurement & Contracts Department  
501 Stockton St.  
Radford, VA 24142-6885

Identify the envelope package as instructed in **Attachment A – Terms and Conditions.**

**PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held on **AUGUST 22, 2023 at 3:00PM.** See Section 13 for additional information.

**UNIVERSITY CLOSINGS:** If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at [www.radford.edu](http://www.radford.edu) for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

**TYPE OF BUSINESS: (Please check all applicable classifications).** In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSBD certification number. For assistance with SWaM certification, visit the SBSBD website at <https://www.sbsd.virginia.gov/>.

\_\_\_\_\_ **Large**

\_\_\_\_\_ **Small business** – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

\_\_\_\_\_ **Women-owned business** – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**Minority-owned business** – A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

<b>FULL LEGAL NAME (PRINT)</b> (Company name as it appears with your Federal Taxpayer Number)		<b>FEDERAL TAXPAYER NUMBER (ID#)</b>	
<b>BUSINESS NAME /DBA NAME/TA NAME</b> (If different than the Full Legal Name)		<b>BILLING NAME</b> (Company name as it appears on your invoice)	
<b>PURCHASE ORDER ADDRESS</b>		<b>PAYMENT ADDRESS</b>	
<b>CONTACT NAME/TITLE (PRINT)</b>		<b>EMAIL ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	<b>TOLL FREE TELEPHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>EVA VENDOR ID NUMBER</b>
			<b>VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER</b>

I acknowledge that I have received the following addenda posted for this solicitation.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_ (Please check all that apply.)

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

1. **PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for Tree Pruning and Maintenance Services for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.

2. **SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:**

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University's SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

3. **CONTRACT PERIOD:**

The term of this contract is for two (2) years, or as negotiated. There will be an option for four (4) additional two-year renewals, or as mutually negotiated.

4. **BACKGROUND**

**Radford University Background:**

Radford University is a comprehensive public university of 7,718 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 211-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for some 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service.

**Specific Background:** Radford University contracts tree pruning and maintenance services for tree pruning and stump removal. Radford University's average annual spend is between \$65,000 to \$75,000 per year.

5. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCURMENT SYSTEM:** The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a **self-registered** vendor in the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov)

6. **CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract 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 provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford 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 Radford 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.

Refer to **Attachment C, Zone Map**, if the Offeror wishes to submit a separate pricing structure based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

7. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is Radford's Landscape Superintendent.

8. **DEFINITIONS:**

**Arborist:** A specialist in the cultivation and care of trees and shrubs, including tree surgery, the diagnosis, treatment, and prevention of tree diseases, and the control of pests.

**Emergency Work:** Any work that need to be done in an expedited manner due to potential property damage, safety issues, or has the potential to impact the operations of Radford University.

**Routine Work:** Any work that Radford University identifies as project work (i.e. tree pruning, dead wood removal, take downs, etc.), which do not significantly impact the day-to-day operations of the University.

9. **STATEMENT OF NEEDS:** The Contractor should furnish all labor, tools, materials, equipment, staff and supervision to provide Tree Pruning and Maintenance Service to Radford University as stated below and any attached additional specifications. All work and materials will be in compliance with this Statement of Needs.

A. **Requirements:** All work is expected to be professional, high quality work, performed according to the standards of industry and to the complete satisfaction of Radford University.

1. Personnel used for the performance of this contract shall be properly trained and qualified for work of this type. The University reserves the right to refuse or accept services from any personnel deemed by the University to be unqualified, disorderly or otherwise unable to perform assigned work.
- B. Arborist:** Contractor should have a minimum of one (1) certified ISA (International Society of Arboriculture) Arborist working with the crew at all times while work is in progress. **Please attach a copy of all Arborist's Certification with the proposal.** The University may at any time after award of contract and start-up of services, request a copy of Arborist's Certificate from the contractor before scheduled work under this contract begins.
- C. Tree Work:** Tree work under this contract shall pertain to all trees with 6" trunk caliper and/or larger and shall include but not limited to:
1. Pruning, including deadwood, thinning and shaping. Deadwood shall include all limbs larger than ½" in diameter.
  2. Felling and removal of dead and diseased trees. All trees to be removed should be previously marked by the Facilities Management Landscape Superintendent. All diseased tree debris, wood, branches, roots and chips should be removed by the contractor, unless instructed otherwise by the Contract Administrator.
  3. The contractor should completely remove all debris from University property resulting from work under this contract unless otherwise instructed by the Contract Administrator. All wood resulting from tree work which is 12" or larger in diameter should be cut into 18" to 20" lengths. Wood less than 12" in diameter but which is too large for a chipping machine should be cut into 6' – 8' lengths. Radford University reserves the right to selectively keep wood from such fellings if desired.
  4. The contractor should provide fertilization, insect/disease control, structural cabling and lightning protection systems inspection and other services as deemed necessary by the Contract Administrator. All work must be completed in a timely, highly professional manner. Contractor must submit to the University all pertinent information (i.e. MSDS sheets on chemicals, technician name, and certification) regarding chemical/fertilizer applications prior to application.
  5. Exposed roots should be ground when stumps are removed. All chips should be removed by contractor.
  6. Exposed girdling roots up to 2" caliper should be cut.
  7. Stumps should be ground by Contractor to remove all wood to a root diameter of 3" or less. This will include all surface roots. Stumps should be ground at a minimum of 8 inches below ground level. Pricing shall include all labor, equipment and disposal fees for the grinding.
- D. Debris Removal:** Contractor should completely remove all debris from University property resulting from work under this contract. This includes, but is not limited to: leaves, branches, roots, wood chips and shavings. Contractor is to dispose of all above mentioned debris on A DAILY BASIS in accordance with all local and state ordinances, laws and regulations of the area in which debris is disposed. Debris should not be left at/or on the worksite(s) overnight.
- E. Climbing Spikes:** Contractor will not use climbing spikes on living trees, EXCEPT on trees to be felled.
- F. Tree Pruning Check-In/Check-Out Notification:** Request for tree pruning and other services provided under this contract will originate from the Facilities Management Landscape Superintendent or designee. Contractor's representative(s) should: (1) Check-in at the Armstrong Complex, Facilities Management Department, 501 Stockton Street, Radford Virginia, prior to the beginning of work; (2) provide the University with the Supervisor's name and the certified Arborist's name; and (3) provide the number of personnel on the job. Contractor will check-out at the same address upon completion of work.
1. Contact the University's Facilities Management Department at the David E. Armstrong Complex, 501 Stockton Street, by telephone (540) 831-7800 before initiating work, or in person, to inform the Contract Administrator of the work schedule.
  2. If the work extends beyond one (1) day, a check-in will be repeated prior to resumption of work each day.
  3. Upon completion of the work, the Contractor's employee(s) should turn into the Facilities Management representative a copy of the service order or a form on which the following information is provided.
    - a) Name and address of contractor.
    - b) Name of contractor's employee in charge of the service work.
    - c) Date(s) work was performed and hours expended.
    - d) Brief description of work performed including identification of location serviced.
    - e) Signature of contractor's employees and signature block for University's representative.
- G. Time Allowance:** Contractor's length of time allowed for these services will be measured from the time the Contractor checks-in at the Facilities Management Office until the Contractor checks-out. Hourly rates provided

with this proposal should be fully burdened to include any expenses associated with project performance. Transportation, travel, trip fees, soft costs, time for lunch, or extended breaks will be allowed.

- H. **Summary Report:** Contractor should provide to the Contract Administrator or designee a summary of hours worked after the completion of each job. The summary shall be in writing and include the start and end times, date(s) work was performed and number of individuals performing work.
- I. **Notification of Work Requirement:** The University Representative will notify the Contractor when work is required. Contractor should schedule requested work within three (3) working days and Contractor complete all work on each project within thirty (30) days unless otherwise instructed by the Facilities Management Landscape Superintendent. When a job start date and time has been determined with the contractor and agreed to by the University, the contractor should be on the job site with adequate tools, be mobilized and ready to perform work agreed upon time and date immediately upon arrival.
- J. **Response Time:** Contractor should be onsite within twenty-four (24) hours after notification from the Contract Administrator for storm damage and/or emergency work required and such work must be completed immediately in order to protect personnel and University property. The contractor must provide an emergency contact listing with names and phone numbers for after hours and on-call requirements.
- K. **Traffic Control Assistance:** The contractor is required to provide traffic control while on University property. Contractor shall provide cones or barricades to divert foot traffic while working on campus. The University will assist the contractor when street traffic control is required, provided adequate advanced notice of same.
- L. **Work Schedule:** All work performed under this contract will be performed during regular working hours which are Monday through Friday, 8:00 a.m. to 5:00 p.m. unless prior approval is given by the Contract Administrator. Contractor should contact the Contract Administrator or designee at least two (2) working days prior to start of project to coordinate schedule.
- M. **Pricing:** Pricing will be in the form of a firm hourly price for each item during the contract period. Hourly rates must be inclusive of all expenses associated with the work. Travel, trip fees, rentals, fuel surcharges and other soft costs cannot be billed to the University separately. The hourly rates quoted must be fully burdened. Please provide the following pricing on the attached pricing sheet (Attachment D):
  - 1. Contractor shall provide a fully burdened hourly rate for regular pruning, trim work and wood removal
  - 2. Contractor shall provide a fully burdened hourly rate for storm damage and/or emergency work.
  - 3. Contractor shall provide a fully burdened per inch rate for stump grinding. Shall include all surface roots, removal of chips, etc.
  - 4. Contractor shall provide a fully burdened hourly rate for bucket truck and/or log truck with operator.
- N. **Contractor's Equipment:** All contractor vehicles used on campus to service this contract should include contractor's company signage.
- O. **Contractor's Dress Code.** Employees of the Contractor must maintain neat dress and appearance at all times. Contractor personnel must wear a company shirt or badge so as to be identifiable for security purposes. Cut off shorts, tank tops, and inappropriate footwear will not be allowed. The University reserves the right to make all final decisions regarding appropriateness of attire.
- P. **Supervision:** The Contractor must provide a full-time supervisor to coordinate the tree pruning services and ensure quality control. The supervisor shall carry a pager or cell phone at all times while on university grounds.

#### 10. **PROPOSAL SPECIFIC REQUIREMENTS:**

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

- A. **Plan for Providing Services:** Please provide your plan for providing tree pruning and maintenance services. Include the following:
  - 1. A description of what specific services the Offeror proposes to provide to include but not limited to proposed manpower to be used, when the services shall be performed, by whom, and the anticipated time durations for typical services.

2. A description of all certifications and reporting documentation to be provided by the Offeror in the performance of work included in this solicitation. Please include copies of all standard certifications and reports.
3. Identification of application codes, regulations, standards and recommended practices to be followed by the Offeror in the performance of specific tasks proposed by the Offeror.
4. List of service equipment to be used by the Offeror in the performance of work included in this solicitation.
5. Details of how you or your employees intend to communicate with Radford University.
6. Plan for increasing manpower if the need arises.

B. **Pricing:** Please fully complete Attachment D with the pricing as indicated in Section 9.M. above.

C. **References:** Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact (Attachment E).

D. **Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSBD website at <http://www.sbsd.virginia.gov>.

## 11. SELECTION CRITERIA AND AWARD

### A. Selection Criteria:

Proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	<b>Evaluation Criteria</b>	<b>Percentage of Points</b>
1	Qualifications and experience of Offeror in providing the goods/services.	25%
2	Quality of products/services offered and suitability for the intended purposes.	25%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial (Cost)	20%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	<b>TOTAL</b>	<b>100%</b>

### B. Award

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Radford University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University may cancel this Request for Proposal or reject proposals at any time prior to award. Should Radford University determine in writing and in its sole discretion that only one Offeror has made the best proposal a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. See Attachment B for sample contract form. **Radford University reserves the right to award multiple contracts as a result of this solicitation.**

12. **PROPOSAL PREPARATION AND SUBMISSION:**

**A. GENERAL INSTRUCTIONS:**

1. **RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include.
  - a. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.1.c below.
  - b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.1.c below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This USB/Flash Drive should be marked "**Redacted Copy**"
  - d. Response shall be submitted to:

Radford University  
**Procurement and Contracts Department**  
Attn: **Kathryn M. Dicken**  
P.O. Box 6885  
David E. Armstrong Complex  
501 Stockton Street  
Radford, VA 24142-6885

**Identify the envelope/package as instructed in Attachment A – Terms and Conditions**  
No other distribution of the proposal shall be made by the Offeror.

**B. PROPOSAL PREPARATION:**

1. **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
4. **Word Usage:** As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "must" and "shall" identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.



14. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to [acctspayable@radford.edu](mailto:acctspayable@radford.edu) . Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. **Email is the preferred method of invoice receipt.**

**RADFORD UNIVERSITY  
ACCOUNTS PAYABLE  
POST OFFICE BOX 6906  
RADFORD, VA 24142-6906**

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Pay Act .

15. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to [www.eva.virginia.gov](http://www.eva.virginia.gov) . Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
16. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Contract Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror’s proposal being rejected.
17. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.
18. **ATTACHMENTS:**  
INFORMATIONAL:  
Attachment A – Terms and Conditions  
Attachment B – Sample of Standard Contract Form  
Attachment C – Zone Map for Cooperative Contracts
- MUST BE RETURNED WITH PROPOSAL:  
Attachment D – Pricing Schedule  
Attachment E – Vendor Data Sheet (References)  
Attachment F – Commonwealth of Virginia (COVA) Substitute Form W-9

Attachment A

TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS: See: GENERAL TERMS AND CONDITIONS

II. ADDITIONAL TERMS AND CONDITIONS:

- A. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
- B. **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. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- D. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

From

Name of Offeror	Due Date	Time Due
Street or Box Number		R24-002 Solicitation Number
City, State, Zip Code		Tree Pruning & Maintenance Services Solicitation Title

Name of Procurement Officer:  
Kathryn M. Dicken

The envelope should be addressed to:

RADFORD UNIVERSITY  
Procurement and Contracts Department  
P.O. Box 6885  
501 Stockton Street  
Radford, Virginia 24142

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

G. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

**If to the Contractor:** Address Shown on the RFP Cover Page  
**Attention:** Name of Person Signing RFP

**If to Radford University:**

RADFORD UNIVERSITY  
Procurement and Contracts Department  
Attn: Kathryn M. Dicken  
P.O. Box 6885  
501 Stockton Street  
Radford, Virginia 24142

H. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public

I. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

### III. SPECIAL TERMS AND CONDITIONS:

A. **ACCEPTANCE PERIOD:** Any Proposal received in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the Proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

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

Contractor Name: \_\_\_\_\_ Subcontractors Name: \_\_\_\_\_

License #: \_\_\_\_\_ Type: \_\_\_\_\_

C. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor's subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

D. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.

E. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

- F. **INSPECTION OF JOB SITE:** My signature on this solicitation 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 Radford University.
- G. **INSURANCE:** Long, amounts can be increased or decreased as warranted. Any revisions should be reviewed with Risk Management.

By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages 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 Offeror further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- Worker's Compensation - Statutory requirements and benefits.
- Employers Liability - \$100,000.00
- Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
- Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the University is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)
- Builders Risk – For all renovation and new construction projects under \$100,000 Radford University will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the Contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the Contract and name Radford University as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the Contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the Contract.

- H. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by the § 10.1-1400 of the Code of Virginia (1950), as amended, or #§ 1261 of Title 15 of the United States Code, then the Offeror, by submitting its Proposal, certifies and warrants that the items or products to be delivered under this Contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of the Virginia Waste Management Act, Title 10.1, Chapter 15 of the Code of Virginia. or Title 15 U.S.C. § 1263.
- I. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Purchase Order in advance delivery of Goods and Services. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
- J. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University upon written agreement of both parties four (4) additional two-year periods, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration. If Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/ decrease of the SERVICES category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or four percent (4%), whichever is less, for all renewal periods under the contract.

- K. **SAFETY:** The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The Contractor shall take steps as necessary to protect the safety and health of University employees, students, and visitors during the performance of their work. In addition, the Contractor must also provide the University with a written safety program that it intends to follow in pursuing work under this contract. No work under this Contract will be permitted until the university is assured that the Contractor has an adequate safety program in effect.
- L. **SAFETY DATA SHEETS (SDS):** Safety Data Sheets and descriptive literature shall be provided with the Proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the Proposal as nonresponsive.
- M. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Radford University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Radford University 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 his subcontractor(s) and shall assure compliance with all requirements of the Contract.
- N. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection
- O. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies 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 supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Radford University by any other term of this solicitation. A copy of this warranty must be furnished with the Proposal.
- P. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**Attachment B**

**SAMPLE CONTRACT FORM**  
**Standard Contract form for reference only**  
**Offerors do not need to fill in this form.**

**RADFORD  
UNIVERSITY**

**STANDARD CONTRACT**  
Contract Number: RUxxxxx

This contract entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, located at (insert complete physical address), hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency or Radford University". located at 801 East Main Street, Radford, VA. 24142."

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From \_\_\_\_\_ through \_\_\_\_\_ with \_\_\_\_\_ (number of years) **year renewal options or as negotiated, to include all contractual provisions contained herein.**
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Radford University's Request for Proposal (RFP) RXX-XXX dated \_\_\_\_\_, Addendum XXX dated \_\_\_\_\_ (list all addendums in this format).

Contractor's Proposal signed and dated \_\_\_\_\_

Negotiation Summation: (List each document by title and execution date)

5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents. (\*Note: If advantageous you can list compensation here.)

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

**CONTRACTOR:**

**RADFORD UNIVERSITY**

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attachment C**

**Zone Map**



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

**List of member institutions by zones**

**Zone 1**

George Mason University  
(Fairfax)

**Zone 2**

James Madison University (Harrisonburg)

**Zone 3**

University of Virginia  
(Charlottesville)

**Zone 4**

University of Mary Washington  
(Fredericksburg)

**Zone 5**

Christopher Newport University (Hampton)  
College of William and Mary  
(Williamsburg) Old Dominion  
University (Norfolk)  
Norfolk State University (Norfolk)

**Zone 6**

Virginia Commonwealth  
University (Richmond)

**Zone 7**

Longwood University (Farmville)

**Zone 8**

Virginia Military Institute  
(Lexington) Virginia Tech  
(Blacksburg)  
Radford University (Radford)

**Zone 9**

The zone map is provided for the Offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

**ATTACHMENT D  
PRICING SCHEDULE  
R24-002 Tree Pruning & Maintenance Services**

Attachment D is to be completed and submitted by the Offeror as part of the complete proposal. Offeror shall identify all costs associated with providing the goods and services as specified in this solicitation and should submit pricing as hourly rates in each category below with the exception of stump grinding, which will be priced per inch. Offerors may include quotes, worksheets or other information with their proposal. However, the official pricing must be included on this Attachment D as provided.

All hourly rates should be fully burdened to include any ancillary expenses associated with project performance. Transportation, travel time, trip costs, equipment rentals, overhead and profit, as well as any other soft cost or expense, will not be paid for separately. This must be an inclusive hourly labor rate.

Hourly rates include regular pruning, trim work and wood removal. Please provide separate pricing for storm damage and/or emergency work (provided below).

	Description of Work	Hourly Rate	Overtime Rate
A.	Tree Pruning – Arborist/Climber (Routine Work)	\$	\$
B.	Tree Pruning – Arborist/Climber (Emergency Work)	\$	\$
C.	Tree Pruning – Ground Man (Routine Work)	\$	\$
D.	Tree Pruning – Ground Man (Emergency Work)	\$	\$
E.	Bucket Truck with Operator (Routine Work)	\$	\$
F.	Bucket Truck with Operator (Emergency Work)	\$	\$
G.	Log Truck with Operator (Routine Work)	\$	\$
H.	Log Truck with Operator (Emergency Work)	\$	\$

I. Stump grinding (Measured at ground level) \$ \_\_\_\_\_ per inch of diameter

EVALUATION PROCEDURE: Proposals will be evaluated on the criteria listed in Section 11.A. above. However, in order to provide equal evaluation for pricing, please quote the following scenario:

	Description of Work	Estimated Hours	Rate per hour	Estimated cost (Est. hours x listed hourly rate)
A.	Tree Pruning – Arborist/Climber (Routine Work)	150	\$	\$
B.	Tree Pruning – Arborist/Climber (Emergency Work)	20	\$	\$
C.	Tree Pruning – Ground Man (Routine Work)	150	\$	\$
D.	Tree Pruning – Ground Man (Emergency Work)	20	\$	\$
E.	Bucket Truck with Operator (Routine Work)	40	\$	\$
F.	Bucket Truck with Operator (Emergency Work)	10	\$	\$
G.	Log Truck with Operator (Routine Work)	40	\$	\$
H.	Log Truck with Operator (Emergency Work)	10	\$	\$
I.	Stump grinding per inch of diameter, which will be measured at ground level.	300	\$	\$
<b>Total of Line Items A through I</b>				<b>\$</b>



**ATTACHMENT E  
VENDOR DATA SHEET**

<b>Company:</b>	<b>Contact:</b>
<b>Phone:</b> (    )	<b>Email:</b>
<b>Fax:</b> (    )	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$ Value:</b>
<b>Company:</b>	<b>Contact:</b>
<b>Phone:</b> (    )	<b>Email:</b>
<b>Fax:</b> (    )	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$ Value:</b>

**I certify the accuracy of this information.**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACT  
ATTACHMENT  
CONTAINING  
DOCUMENTS LISTED  
UNDER §4.F.  
OF CONTRACT

# RADFORD UNIVERSITY

REQUEST FOR SEALED PROPOSAL # R24-002

TREE PRUNING & MAINTENANCE SERVICES

AUGUST 8, 2023

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

**REQUEST FOR PROPOSAL (RFP)**  
**RFP # R24-002**  
**GENERAL INFORMATION FORM**

**QUESTIONS/INQUIRIES:** All questions/inquiries for information regarding this solicitation should be directed to:

Name: Kathryn M. Dicken, CUPO, VCCO  
Phone: (540) 831-5090  
Email: [kdicken@radford.edu](mailto:kdicken@radford.edu)

Written questions to be submitted via email no later than: ~~AUGUST 28, 2023~~ **by 3:00PM** Eastern Standard Time (EST).

**SEALED PROPOSAL DUE DATE AND TIME:** Proposals will be received until ~~SEPTEMBER 6, 2023~~ up to and including **3:00 PM EST**. Email and fax responses will not be accepted.

**LATE PROPOSALS:** To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received in the Procurement and Contracts Department after the date and time designated are automatically deemed non-responsive and will not be given consideration. The University is not responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra university mail system. **It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time. This is a sealed receipt process. Emails or fax responses will not be accepted.**

**ADDRESS:** Proposals should be mailed or hand delivered to:  
Mail: Radford University, Procurement & Contracts Department  
P. O. Box 6885  
Radford, VA 24142-6885

Delivered: David E. Armstrong Complex – Procurement & Contracts Department  
501 Stockton St.  
Radford, VA 24142-6885

Identify the envelope package as instructed in **Attachment A – Terms and Conditions**.

**PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held on ~~AUGUST 22, 2023~~ at **3:00PM**. See Section 13 for additional information.

**UNIVERSITY CLOSINGS:** If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at [www.radford.edu](http://www.radford.edu) for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

**TYPE OF BUSINESS: (Please check all applicable classifications).** In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSD certification number. For assistance with SWaM certification, visit the SBSD website at <https://www.sbsd.virginia.gov/>.

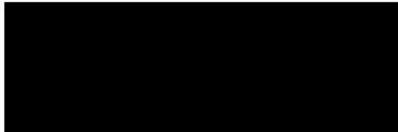
**Large**

**Small business** – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**Women-owned business** – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**Minority-owned business** – A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

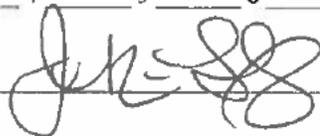
**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

<b>FULL LEGAL NAME (PRINT)</b> (Company name as it appears with your Federal Taxpayer Number)		<b>FEDERAL TAXPAYER NUMBER (ID#)</b>	
TECH TREE EXPERTS, INC			
<b>BUSINESS NAME /DBA NAME/TA NAME</b> (If different than the Full Legal Name)		<b>BILLING NAME</b> (Company name as it appears on your invoice)	
		TECH TREE EXPERTS, INC	
<b>PURCHASE ORDER ADDRESS</b>		<b>PAYMENT ADDRESS</b>	
PO BOX 11016 BLACKSBURG VA 24062-1016		PO BOX 11016 BLACKSBURG VA 24062-1016	
<b>CONTACT NAME/TITLE (PRINT)</b>		<b>EMAIL ADDRESS</b>	
		COWBAZER@AOL.COM	
<b>TELEPHONE NUMBER</b>	<b>TOLL FREE TELEPHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>EVA VENDOR ID NUMBER</b>
540-953-3924			
			<b>VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER</b>
			

I acknowledge that I have received the following addenda posted for this solicitation.

1  2  3  4  5  6  (Please check all that apply.)

SIGNATURE: \_\_\_\_\_



DATE: \_\_\_\_\_

9/6/03

1. **PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for Tree Pruning and Maintenance Services for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.

2. **SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:**

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University's SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

3. **CONTRACT PERIOD:**

The term of this contract is for two (2) years, or as negotiated. There will be an option for four (4) additional two-year renewals, or as mutually negotiated.

4. **BACKGROUND**

**Radford University Background:**

Radford University is a comprehensive public university of 7,718 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Well known for its strong faculty student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 211-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for some 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service.

**Specific Background:** Radford University contracts tree pruning and maintenance services for tree pruning and stump removal. Radford University's average annual spend is between \$65,000 to \$75,000 per year.

5. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCURMENT SYSTEM:** The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a **self-registered** vendor in the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov)

6. **CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract 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 provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford 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 Radford 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.

Refer to Attachment C, Zone Map, if the Offeror wishes to submit a separate pricing structure based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

7. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators do not have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is Radford's Landscape Superintendent

8. **DEFINITIONS:**

**Arborist:** A specialist in the cultivation and care of trees and shrubs, including tree surgery, the diagnosis, treatment, and prevention of tree diseases, and the control of pests.

**Emergency Work:** Any work that need to be done in an expedited manner due to potential property damage, safety issues, or has the potential to impact the operations of Radford University.

**Routine Work:** Any work that Radford University identifies as project work (i.e. tree pruning, dead wood removal, take downs, etc.), which do not significantly impact the day-to-day operations of the University.

9. **STATEMENT OF NEEDS:** The Contractor should furnish all labor, tools, materials, equipment, staff and supervision to provide Tree Pruning and Maintenance Service to Radford University as stated below and any attached additional specifications. All work and materials will be in compliance with this Statement of Needs.

A. **Requirements:** All work is expected to be professional, high quality work, performed according to the standards of industry and to the complete satisfaction of Radford University.

1. Personnel used for the performance of this contract shall be properly trained and qualified for work of this type. The University reserves the right to refuse or accept services from any personnel deemed by the University to be unqualified, disorderly or otherwise unable to perform assigned work.
- B. **Arborist:** Contractor should have a minimum of one (1) certified ISA (International Society of Arboriculture) Arborist working with the crew at all times while work is in progress. **Please attach a copy of all Arborist's Certification with the proposal.** The University may at any time after award of contract and start-up of services, request a copy of Arborist's Certificate from the contractor before scheduled work under this contract begins.
- C. **Tree Work:** Tree work under this contract shall pertain to all trees with 6" trunk caliper and/or larger and shall include but not limited to:
1. Pruning, including deadwood, thinning and shaping. Deadwood shall include all limbs larger than 1/2" in diameter.
  2. Felling and removal of dead and diseased trees. All trees to be removed should be previously marked by the Facilities Management Landscape Superintendent. All diseased tree debris, wood, branches, roots and chips should be removed by the contractor, unless instructed otherwise by the Contract Administrator.
  3. The contractor should completely remove all debris from University property resulting from work under this contract unless otherwise instructed by the Contract Administrator. All wood resulting from tree work which is 12" or larger in diameter should be cut into 18" to 20" lengths. Wood less than 12" in diameter but which is too large for a chipping machine should be cut into 6' - 8' lengths. Radford University reserves the right to selectively keep wood from such fellings if desired.
  4. The contractor should provide fertilization, insect/disease control, structural cabling and lightning protection systems inspection and other services as deemed necessary by the Contract Administrator. All work must be completed in a timely, highly professional manner. Contractor must submit to the University all pertinent information (i.e. MSDS sheets on chemicals, technician name, and certification) regarding chemical fertilizer applications prior to application.
  5. Exposed roots should be ground when stumps are removed. All chips should be removed by contractor.
  6. Exposed girdling roots up to 2" caliper should be cut.
  7. Stumps should be ground by Contractor to remove all wood to a root diameter of 3" or less. This will include all surface roots. Stumps should be ground at a minimum of 8 inches below ground level. Pricing shall include all labor, equipment and disposal fees for the grinding.
- D. **Debris Removal:** Contractor should completely remove all debris from University property resulting from work under this contract. This includes, but is not limited to: leaves, branches, roots, wood chips and shavings. Contractor is to dispose of all above mentioned debris on A DAILY BASIS in accordance with all local and state ordinances, laws and regulations of the area in which debris is disposed. Debris should not be left at/or on the worksite(s) overnight.
- E. **Climbing Spikes:** Contractor will not use climbing spikes on living trees; EXCEPT on trees to be felled.
- F. **Tree Pruning Check-In/Check-Out Notification:** Request for tree pruning and other services provided under this contract will originate from the Facilities Management Landscape Superintendent or designee. Contractor's representative(s) should: (1) Check-in at the Armstrong Complex, Facilities Management Department, 501 Stockton Street, Radford Virginia, prior to the beginning of work; (2) provide the University with the Supervisor's name and the certified Arborist's name; and (3) provide the number of personnel on the job. Contractor will check-out at the same address upon completion of work.
1. Contact the University's Facilities Management Department at the David E. Armstrong Complex, 501 Stockton Street, by telephone (540) 831-7800 before initiating work, or in person, to inform the Contract Administrator of the work schedule.
  2. If the work extends beyond one (1) day, a check-in will be repeated prior to resumption of work each day.
  3. Upon completion of the work, the Contractor's employee(s) should turn into the Facilities Management representative a copy of the service order or a form on which the following information is provided.
    - a) Name and address of contractor.
    - b) Name of contractor's employee in charge of the service work.
    - c) Date(s) work was performed and hours expended.
    - d) Brief description of work performed including identification of location serviced.
    - e) Signature of contractor's employees and signature block for University's representative.
- G. **Time Allowance:** Contractor's length of time allowed for these services will be measured from the time the Contractor checks-in at the Facilities Management Office until the Contractor checks-out. Hourly rates provided

with this proposal should be fully burdened to include any expenses associated with project performance. Transportation, travel, trip fees, soft costs, time for lunch, or extended breaks will be allowed.

- H. **Summary Report:** Contractor should provide to the Contract Administrator or designee a summary of hours worked after the completion of each job. The summary shall be in writing and include the start and end times, date(s) work was performed and number of individuals performing work.
- I. **Notification of Work Requirement:** The University Representative will notify the Contractor when work is required. Contractor should schedule requested work within three (3) working days and Contractor complete all work on each project within thirty (30) days unless otherwise instructed by the Facilities Management Landscape Superintendent. When a job start date and time has been determined with the contractor and agreed to by the University, the contractor should be on the job site with adequate tools, be mobilized and ready to perform work agreed upon time and date immediately upon arrival.
- J. **Response Time:** Contractor should be onsite within twenty-four (24) hours after notification from the Contract Administrator for storm damage and/or emergency work required and such work must be completed immediately in order to protect personnel and University property. The contractor must provide an emergency contact listing with names and phone numbers for after hours and on-call requirements.
- K. **Traffic Control Assistance:** The contractor is required to provide traffic control while on University property. Contractor shall provide cones or barricades to divert foot traffic while working on campus. The University will assist the contractor when street traffic control is required, provided adequate advanced notice of same.
- L. **Work Schedule:** All work performed under this contract will be performed during regular working hours which are Monday through Friday, 8:00 a.m. to 5:00 p.m. unless prior approval is given by the Contract Administrator. Contractor should contact the Contract Administrator or designee at least two (2) working days prior to start of project to coordinate schedule.
- M. **Pricing:** Pricing will be in the form of a firm hourly price for each item during the contract period. Hourly rates must be inclusive of all expenses associated with the work. Travel, trip fees, rentals, fuel surcharges and other soft costs cannot be billed to the University separately. The hourly rates quoted must be fully burdened. Please provide the following pricing on the attached pricing sheet (Attachment D):
  - 1. Contractor shall provide a fully burdened hourly rate for regular pruning, trim work and wood removal
  - 2. Contractor shall provide a fully burdened hourly rate for storm damage and/or emergency work.
  - 3. Contractor shall provide a fully burdened per inch rate for stump grinding. Shall include all surface roots, removal of chips, etc.
  - 4. Contractor shall provide a fully burdened hourly rate for bucket truck and/or log truck with operator.
- N. **Contractor's Equipment:** All contractor vehicles used on campus to service this contract should include contractor's company signage.
- O. **Contractor's Dress Code.** Employees of the Contractor must maintain neat dress and appearance at all times. Contractor personnel must wear a company shirt or badge so as to be identifiable for security purposes. Cut off shorts, tank tops, and inappropriate footwear will not be allowed. The University reserves the right to make all final decisions regarding appropriateness of attire.
- P. **Supervision:** The Contractor must provide a full-time supervisor to coordinate the tree pruning services and ensure quality control. The supervisor shall carry a pager or cell phone at all times while on university grounds.

10. **PROPOSAL SPECIFIC REQUIREMENTS:**

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

- A. **Plan for Providing Services:** Please provide your plan for providing tree pruning and maintenance services. Include the following:
  - 1. A description of what specific services the Offeror proposes to provide to include but not limited to proposed manpower to be used, when the services shall be performed, by whom, and the anticipated time durations for typical services.

2. A description of all certifications and reporting documentation to be provided by the Offeror in the performance of work included in this solicitation. Please include copies of all standard certifications and reports.
  3. Identification of application codes, regulations, standards and recommended practices to be followed by the Offeror in the performance of specific tasks proposed by the Offeror.
  4. List of service equipment to be used by the Offeror in the performance of work included in this solicitation.
  5. Details of how you or your employees intend to communicate with Radford University.
  6. Plan for increasing manpower if the need arises.
- B. **Pricing:** Please fully complete Attachment D with the pricing as indicated in Section 9.M. above.
- C. **References:** Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact (Attachment E).
- D. **Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at <http://www.sbsd.virginia.gov>.

## 11. SELECTION CRITERIA AND AWARD

### A. Selection Criteria:

Proposals will be evaluated by Radford University using the following weighted evaluation criteria

	Evaluation Criteria	Percentage of Points
1	Qualifications and experience of Offeror in providing the goods/services.	25%
2	Quality of products/services offered and suitability for the intended purposes.	25%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial (Cost)	20%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	<b>TOTAL</b>	<b>100%</b>

### B. Award

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Radford University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University may cancel this Request for Proposal or reject proposals at any time prior to award. Should Radford University determine in writing and in its sole discretion that only one Offeror has made the best proposal a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. See Attachment B for sample contract form. Radford University reserves the right to award multiple contracts as a result of this solicitation.

## 12. PROPOSAL PREPARATION AND SUBMISSION:

### A. GENERAL INSTRUCTIONS:

1. **RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include.
  - a. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.1.c below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.1.c below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This USB/Flash Drive should be marked "*Redacted Copy*"
  - d. Response shall be submitted to:

Radford University  
Procurement and Contracts Department  
Attn: Kathryn M. Dicken  
P.O. Box 6885  
David E. Armstrong Complex  
501 Stockton Street  
Radford, VA 24142-6885

**Identify the envelope/package as instructed in Attachment A – Terms and Conditions**  
No other distribution of the proposal shall be made by the Offeror.

### B. PROPOSAL PREPARATION:

1. **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
4. **Word Usage:** As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "must" and "shall" identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.



14. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to [acctspayable@radford.edu](mailto:acctspayable@radford.edu) . Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. **Email is the preferred method of invoice receipt.**

**RADFORD UNIVERSITY  
ACCOUNTS PAYABLE  
POST OFFICE BOX 6906  
RADFORD, VA 24142-6906**

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Pay Act .

15. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to [www.eva.virginia.gov](http://www.eva.virginia.gov) . Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
16. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Contract Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
17. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.
18. **ATTACHMENTS:**  
INFORMATIONAL:  
Attachment A – Terms and Conditions  
Attachment B – Sample of Standard Contract Form  
Attachment C – Zone Map for Cooperative Contracts
- MUST BE RETURNED WITH PROPOSAL:  
Attachment D – Pricing Schedule  
Attachment E – Vendor Data Sheet (References)  
Attachment F – Commonwealth of Virginia (COVA) Substitute Form W-9

Attachment A

TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS: See: GENERAL TERMS AND CONDITIONS

II. ADDITIONAL TERMS AND CONDITIONS:

- A. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
- B. **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. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- D. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

From <u>TECH TREE EXPERTS INC</u>	<u>9/6/23</u>	<u>3:00 PM</u>
Name of Offeror	Due Date	Time Due
<u>P.O BOX 11016</u>		<u>R24-002</u>
Street or Box Number		Solicitation Number
<u>BLACKSBURG VA 24062-1016</u>		<u>Tree Pruning &amp; Maintenance Services</u>
City, State, Zip Code		Solicitation Title

Name of Procurement Officer:  
Kathryn M. Dicken

The envelope should be addressed to:

RADFORD UNIVERSITY  
Procurement and Contracts Department  
P.O. Box 6885  
501 Stockton Street  
Radford, Virginia 24142

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

G. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

**If to the Contractor:** Address Shown on the RFP Cover Page  
**Attention:** Name of Person Signing RFP

**If to Radford University:**

RADFORD UNIVERSITY  
Procurement and Contracts Department  
Attn: Kathryn M. Dicken  
P.O. Box 6885  
501 Stockton Street  
Radford, Virginia 24142

H. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public

I. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

### III. SPECIAL TERMS AND CONDITIONS:

A. **ACCEPTANCE PERIOD:** Any Proposal received in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the Proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

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

? Contractor Name: TECH TREE EXPERTS INC Subcontractors Name: \_\_\_\_\_  
License #: [REDACTED] Type: \_\_\_\_\_

C. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor's subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

D. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.

E. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

- F. **INSPECTION OF JOB SITE:** My signature on this solicitation 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 Radford University.
- G. **INSURANCE:** Long, amounts can be increased or decreased as warranted. Any revisions should be reviewed with Risk Management.

By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages 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 Offeror further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- Worker's Compensation - Statutory requirements and benefits.
  - Employers Liability - \$100,000.00
  - Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
  - Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the University is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)
- Builders Risk – For all renovation and new construction projects under \$100,000 Radford University will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the Contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the Contract and name Radford University as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the Contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the Contract.

- H. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by the § 10.1-1400 of the Code of Virginia (1950), as amended, or #§ 1261 of Title 15 of the United States Code, then the Offeror, by submitting its Proposal, certifies and warrants that the items or products to be delivered under this Contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of the Virginia Waste Management Act, Title 10.1, Chapter 15 of the Code of Virginia, or Title 15 U.S.C. § 1263.
- I. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Purchase Order in advance delivery of Goods and Services. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
- J. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University upon written agreement of both parties four (4) additional two-year periods, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration. If Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/ decrease of the SERVICES category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or four percent (4%), whichever is less, for all renewal periods under the contract.

- K. **SAFETY:** The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The Contractor shall take steps as necessary to protect the safety and health of University employees, students, and visitors during the performance of their work. In addition, the Contractor must also provide the University with a written safety program that it intends to follow in pursuing work under this contract. No work under this Contract will be permitted until the university is assured that the Contractor has an adequate safety program in effect.
- L. **SAFETY DATA SHEETS (SDS):** Safety Data Sheets and descriptive literature shall be provided with the Proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the Proposal as nonresponsive.
- M. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Radford University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Radford University 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 his subcontractor(s) and shall assure compliance with all requirements of the Contract.
- N. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.
- O. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies 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 supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Radford University by any other term of this solicitation. A copy of this warranty must be furnished with the Proposal.
- P. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**ATTACHMENT D  
PRICING SCHEDULE  
R24-002 Tree Pruning & Maintenance Services**

Attachment D is to be completed and submitted by the Offeror as part of the complete proposal. Offeror shall identify all costs associated with providing the goods and services as specified in this solicitation and should submit pricing as hourly rates in each category below with the exception of stump grinding, which will be priced per inch. Offerors may include quotes, worksheets or other information with their proposal. However, the official pricing must be included on this Attachment D as provided.

All hourly rates should be fully burdened to include any ancillary expenses associated with project performance. Transportation, travel time, trip costs, equipment rentals, overhead and profit, as well as any other soft cost or expense, will not be paid for separately. This must be an inclusive hourly labor rate.

Hourly rates include regular pruning, trim work and wood removal. Please provide separate pricing for storm damage and/or emergency work (provided below).

	Description of Work	Hourly Rate	Overtime Rate
A.	Tree Pruning – Arborist/Climber (Routine Work)	\$ 60 <sup>00</sup> HR	\$ 0
B.	Tree Pruning – Arborist/Climber (Emergency Work)	\$ 10 <sup>00</sup> HR	\$ 0
C.	Tree Pruning – Ground Man (Routine Work)	\$ 43 <sup>00</sup> HR	\$ 0
D.	Tree Pruning – Ground Man (Emergency Work)	\$ 10 <sup>00</sup> HR	\$ 0
E.	Bucket Truck with Operator (Routine Work)	\$ 62 <sup>00</sup> HR	\$ 0
F.	Bucket Truck with Operator (Emergency Work)	\$ 10 <sup>00</sup> HR	\$ 0
G.	Log Truck with Operator (Routine Work)	\$ N/A	\$ N/A
H.	Log Truck with Operator (Emergency Work)	\$ N/A	\$ N/A

I. Stump grinding (Measured at ground level) \$ 3.00 per inch of diameter

EVALUATION PROCEDURE: Proposals will be evaluated on the criteria listed in Section I I.A. above. However, in order to provide equal evaluation for pricing, please quote the following scenario:

	Description of Work	Estimated Hours	Rate per hour	Estimated cost (Est. hours x listed hourly rate)
A.	Tree Pruning – Arborist/Climber (Routine Work)	150	\$ 60 <sup>00</sup>	\$ 9,000 <sup>00</sup>
B.	Tree Pruning – Arborist/Climber (Emergency Work)	20	\$ 10 <sup>00</sup>	\$ 200 <sup>00</sup>
C.	Tree Pruning – Ground Man (Routine Work)	150	\$ 43 <sup>00</sup>	\$ 6,450 <sup>00</sup>
D.	Tree Pruning – Ground Man (Emergency Work)	20	\$ 10 <sup>00</sup>	\$ 200 <sup>00</sup>
E.	Bucket Truck with Operator (Routine Work)	40	\$ 62 <sup>00</sup>	\$ 2,480 <sup>00</sup>
F.	Bucket Truck with Operator (Emergency Work)	10	\$ 10 <sup>00</sup>	\$ 100 <sup>00</sup>
G.	Log Truck with Operator (Routine Work)	40	\$ N/A	\$ N/A
H.	Log Truck with Operator (Emergency Work)	10	\$ N/A	\$ N/A
I.	Stump grinding per inch of diameter, which will be measured at ground level.	300	\$ 3 <sup>00</sup> "	\$ 900 <sup>00</sup>
<b>Total of Line Items A through I</b>				<b>\$ 19,330<sup>00</sup></b>

**ATTACHMENT E  
VENDOR DATA SHEET**

\*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your proposal nonresponsive.

**Qualifications:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

**Vendor's Primary Contact:**

**NAME:** JOHN R. LLOYD                      **PHONE:** 540-357-1560

**Year's in Business:** Indicate the length of time you have been in business providing this type of good or service:  
**YEARS:** 34 YEARS                      **MONTHS:** 0

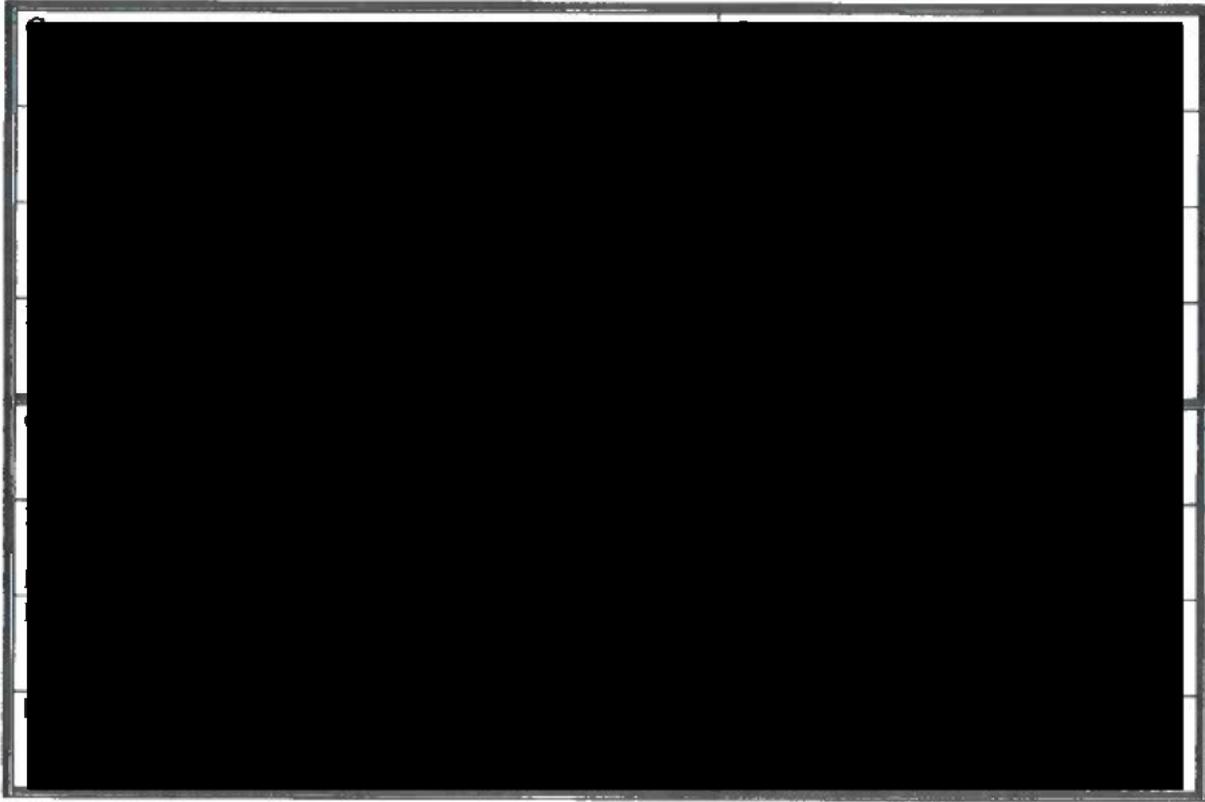
**References:** Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

**Company:**

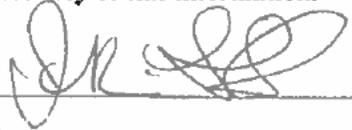
**Contact:**



**ATTACHMENT E  
VENDOR DATA SHEET**



**I certify the accuracy of this information.**

Signed:  JOHN R. LLOYA

Title: PRESIDENT

Date: 9/6/23

# Entity Information

## State Corporation Commission

### Clerk's Information System

#### Entity Information

Entity Name: **TECH TREE EXPERTS, INC.**

Hi, John Spicer

Entity ID: XXXXXXXXXX



Entity Type: **Stock Corporation**

Entity Status: **Active**

Series LLC: **N/A**

Reason for Status: **Active and In Good Standing**

Formation Date: **01/04/1996**

Status Date: **05/12/2015**

VA Qualification Date: **01/04/1996**

Period of Duration: **Perpetual**

Industry Code: **0 - General**

Annual Report Due Date: **N/A**

Jurisdiction: **VA**

Charter Fee: **\$50.00**

Registration Fee Due Date: **Not Required**

#### Registered Agent Information

RA Type: **Entity**

Locality: **MONTGOMERY COUNTY**

RA Qualification: **BUSINESS ENTITY THAT IS AUTHORIZED TO TRANSACT BUSINESS IN VIRGINIA**

Name: **Spicer, Olin & Associates, P.C.**

Registered Office Address: **504 SOUTH MAIN ST, BLACKSBURG, VA, 24060 - 0000, USA**

#### Principal Office Address

Address: **SPICER LAW FIRM P.C., 504 SOUTH MAIN STREET, BLACKSBURG, VA, 24060 - 0000, USA**

#### Principal Information

[Privacy Policy \(https://www.scc.virginia.gov/privacy.aspx\)](https://www.scc.virginia.gov/privacy.aspx)

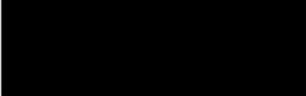
[Contact Us](#)

[https://www.scc.virginia.gov/clk/clk\\_contact.aspx](https://www.scc.virginia.gov/clk/clk_contact.aspx)



**Hi John R. Lloyd, here is a list of your certificates.**

You have received this because you requested a retrieval of all the certificates owned by this email..

Course Name	Certificate
ISA Certified Arborist ® 	<a href="https://certificates.isa-arbor.com/9823c03d-7b59-4b61-a0cf-0233881b5e0f">https://certificates.isa-arbor.com/9823c03d-7b59-4b61-a0cf-0233881b5e0f</a>

If you didn't request this email, please ignore it. Without access to this email address, your certificate is still secure from changes.



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