

MASTER SERVICES

AGREEMENT CONTRACT #:

C0003143

This Master Services Agreement (“MSA”) is made and entered into as of the date the last authorized signature is affixed hereto by The F.A. Bartlett Tree Expert Company, (“Contractor”) and Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, (“VCU”). Contractor and VCU are sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Contractor provides various skilled trade services;

WHEREAS, VCU desires to use skilled trade services on an as-needed and optional-use basis;

WHEREAS, Contractor is willing to offer skilled trade services to VCU in a manner described herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **SERVICES.** Contractor shall provide to VCU skilled trade services as set forth in Appendix II, Conditions of Award, and any statements of work or similar document later agreed upon between the Parties.
2. **ENTIRE AGREEMENT.** This Master Services Agreement (MSA), Appendix II, Appendix III will serve as the complete contract between Contractor and VCU. The contract between Contractor and VCU may include statements of work (SOW), a data protection addendum (DPA), or other similar documents as necessary. In the event of a conflict among the contract documents, the order of precedence will be: this MSA, Appendix II, if applicable, the DPA, SOW, and then the RFP.
3. **TERM and RENEWAL OF CONTRACT.** The term of this MSA commences on the date of the last affixed signature and ends on December 31, 2023. This MSA will renew under the terms and conditions of the original MSA without intervention, for seven (7) additional one (1) year periods until December 31, 2030.
4. **EFFECTIVE DATE.** This MSA is binding on the date of the last affixed signature.
5. **FEE.** VCU shall pay Contractor a fee in accordance with Appendix II and Pricing as agreed upon in Appendix III and as agreed between the Parties. Unless set forth otherwise in Appendix II, all invoices shall be paid net 30 days following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act.
6. **MISCELLANEOUS.** This MSA may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The relationship between VCU and Contractor created by this MSA is that of independent contractors. Nothing contained herein shall be construed as constituting any other relationship between VCU and Contractor. Contractor shall not assign this MSA to another party

without the written consent of VCU. The conditions and covenants herein contained shall ensure to the benefit of and are binding upon the parties hereto, their personal representatives, successors and permitted assigns. As a registered vendor in eVA and/or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

7. DEPOSIT. VCU shall not be required to pay a security deposit.

8. GENERAL TERMS AND CONDITIONS

- A. APPLICABLE LAW AND COURTS: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- B. ARBITRATION: Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. WAIVER OF CLAIMS: Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to Va. Code § 2.2-514, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.
- D. ANTI-DISCRIMINATION: Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

- a. VCU is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national

origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that it does not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. ANTITRUST: By entering into a Contract, Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- G. ASSIGNMENT OF CONTRACT: The Contract shall not be assignable by Contractor in whole or in part without the written consent of the University.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to assure goods and services conform to the specifications/Contract.
- I. TERMINATION OF CONTRACT:
- 1. Either Party may terminate this Contract if the other Party materially breaches this Contract and such breach is not cured within thirty (30) days after written notice to the breaching Party.
 - 2. University reserves the right to terminate this Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor.
 - 3. Either Party may terminate this Contract after the initial twelve (12) months of this Contract upon sixty (60) days written notice to the other Party.

- J. CHANGES TO THE CONTRACT: Changes may be made to the Contract:
1. The parties may agree to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed by the parties as a part of their written Contract to modify the scope of the Contract. Contract pricing shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.
 3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.
- K. TAXES: Contractor acknowledges all sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- L. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.
- M. SHIPPING: Contractor shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped.
- N. INSURANCE: Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal terms. 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*. Contractor further certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. Minimum Insurance Coverages and Limits Required for Most Contracts:
1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.

2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (applicable only if motor vehicle is to be used in performance of this Contract)
 5. Cyber Security Liability - \$5,000,000 (applicable as determined by the University)
- O. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) includes the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor providing services under this Contract. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.
- P. NONDISCRIMINATION: As applicable, federal law requires compliance with the following:
1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
 2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- Q. FERPA: To the extent that University provides to Contractor any identifiable student information, including student address, phone number and email address, the University hereby designates Contractor as a school official with a legitimate educational interest in using such student information, and Contractor agrees to use such information only for the purpose of fulfilling its obligations under this Contract. Contractor further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Contractor acknowledges that this protection of student information is necessary for the University's compliance with the Code of Virginia section 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).

- R. **CONFIDENTIAL INFORMATION:** “Confidential Information” means all information of a party (“Disclosing party”) disclosed or made available to the other party (“Receiving party”) that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Contractor shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Contractor uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party’s Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) days of such request.
- S. **VA FOIA:** Nothing contained herein is intended to limit VCU’s compliance with the Virginia Freedom of Information Act (“VFOIA”). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- T. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys’ fees, arising from Contractor’s negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.
- U. **LIMITATION OF LIABILITY:** Contractor shall be liable for the direct damages caused by the negligence of itself, its officers, employees, and agents in connection with this Contract or any goods, services, actions, or omissions relating to this Contract.
- V. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
- W. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that Contractor may utilize, using best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of subcontractors and of persons employed by them as

Contractor is for the acts and omissions of its own employees.

- X. STATUTORY DAMAGES: VCU is not authorized to waive damages granted or otherwise available by statute.
- Y. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this Contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this Contract or in connection with any goods, services, actions or omissions relating to this Contract, shall not under any circumstance exceed payment of the maximum purchase price.
- Z. FORCE MAJEURE: Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided
- AA. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- BB. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.
- CC. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for 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.
- DD. PAYMENT TO SUBCONTRACTORS:
 - 1. Contractor awarded a contract under this solicitation is hereby obligated to pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the

Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

2. To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
3. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

EE. REALSOURCE REGISTRATION: This Contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

FF. eVA REGISTRATION AND FEES: Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Contract. The Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

GG. SWAM REPORTING: Contractor will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Contractor will submit the quarterly SWAM business reports, based upon

the Contractor's proposed commitment to:

VCU SWaM Reporting

E-mail: swamreporting@vcu.edu

The quarterly SWAM business reports will contain the following information:

- a. SWAM firms' name, address and phone number with which Contractor has contracted over the specified quarterly period.
- b. Contact person at the SWAM firm who has knowledge of the specified information.
- c. Type of goods and/or services provided over the specified period of time.
- d. Total amount paid to the SWAM firm as it relates to the University's account.

9. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **TRADEMARKS/LOGOS:** The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. **NOTIFICATION OF WORK:** While working in a University building, the Contractor shall have no more than two (2) minutes to notify the Operations Center at (804) 828-9364, if Contractor or its sub-contractor set off the alarm and/or hear an active alarm. Failure to notify the Operations Center could result in a fine from City of Richmond Fire Department and OEHS issuing a stop work.

All Contractors working in a University building are required to check in and check out daily with the FMD Operations Center at (804) 828-9444 and provide the following information:

- 1) Responsible person name (the responsible person must remain on-site)
 - 2) Responsible person cell number
 - 3) Company Name
 - 4) Number of people working
 - 5) Location (Building, Floor, Room)
 - 6) Nature of the Work
- E. **ASBESTOS:** Whenever and wherever during the course of performing any work under this Contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, Contractor shall stop the work immediately, secure the area, notify the Building Owner and

await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

- F. **RADIATION/CHEMICAL/BIOLOGICAL HAZARD AREAS:** The personnel employed by the Contractor shall be capable employees, trained and qualified to perform specified services. If the Contractor is to perform work in areas posted with radiation warning signs and/or chemical/biological hazard signs, prior to the commencement of the Contract, the Contractor shall contact: (1) the Office of Environmental Health and Safety's (OEHS) Radiation Safety Section (804) 828-9131 for training information as required by the NRC and the Commonwealth of Virginia, and (2) the Chemical/ Biological Safety Section (804) 828-4866 for training information in the handling of hazardous materials as required by OSHA, and other regulatory agencies. Radiation Safety and Chemical/Biological Safety will provide the Contractor with the appropriate training information for radiation work areas and hazardous materials. The Contractor shall be responsible for training its employees with the information provided by VCU. New employees are required to receive training prior to working in posted areas. A copy of the training roster shall be submitted to OEHS at the end of each month in which training has occurred. Refresher training shall be conducted by the Contractor and reported to VCU annually. Any additional training requirements identified by VCU shall be coordinated with VCU's Contract Administrator, OEHS, and the Contractor.
- G. **CONVENIENCE TO GENERAL PUBLIC AND PROPERTY OWNERS:** All work covered under this Contract shall be done in such a manner as to cause as little inconvenience as possible to the general public and property owners. All equipment and resulting material shall be placed along the route of the work so as not to inconvenience vehicular and pedestrian traffic. The Contractor shall provide adequate means to safely direct traffic past the points that are affected by the work at all times. No closures shall be allowed unless specifically coordinated and approved. Access to property shall be maintained, and any time where there is a loss of access, the contractor shall coordinate with VCU Facilities Management.
- H. **AS-BUILT DRAWINGS:** The Contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide the Commonwealth with maintenance manuals, and parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists, and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- I. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other contract 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.
- J. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to VCU 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.

- K. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- L. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products included in the Contract or used to perform the requirements of the Contract are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Contractor, by submitting his 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 Contractor does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- M. **MATERIAL SAFETY DATA SHEETS:** Material 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 Contractor to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- N. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- O. **PREVENTIVE MAINTENANCE:** The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- P. **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 the Commonwealth by any other clause of this solicitation.
- Q. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- R. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material Contract, the Contractor shall furnish VCU with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the Contract, and the total material cost. Material costs shall be billed at the Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the Contract. If VCU determines that the estimated price is not fair and reasonable, VCU has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, VCU reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

- S. EXTRA CHARGES NOT ALLOWED: The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- T. ADDITIONAL USERS OF CONTRACT: It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract, Additional Users are not bound to use the contract and any use of the contract is strictly optional.

If the Additional Users choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract will be in full force and effect as between the Additional Users and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from an Additional User accessing the contract. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another Additional User that accessed this contract.

- U. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- V. IDENTIFICATION CARDS: All Contractor employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property. Contact FMContracts@vcu.edu for information on VCU Affiliate ID Cards upon receipt of a

purchase order.

W. REPRESENTATIONS AND WARRANTIES: All representations and warranties made by University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.

X. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. VCU will not assume any responsibility for receiving these shipments. Contractor shall check with VCU and make necessary arrangements for security and storage space in the building during installation.

10. NOTICES.

All notices, requests, demands and other communications which are required or permitted to be given under this MSA shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective Party hereto.

Contractor:

Name of Contractor: The F. A. Bartlett Tree Expert Company
Attention: Matthew Brinckman
Street Address: 8509 Oakview Ave
City, State, Zip: Richmond, VA, 23228
Phone: 804-261-4890
Email: mbrinckman@bartlett.com

VCU:

Virginia Commonwealth University Procurement Services
912 W. Grace Street, 5th Fl
Richmond, VA 23284
procurement_services@vcu.edu

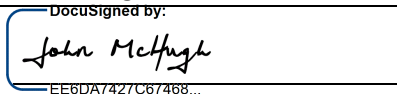
IN WITNESS WHEREOF, the Parties to this MSA by their duly authorized representatives have executed this MSA the day and year below.

Virginia Commonwealth University

The F.A. Bartlett Tree Expert Company

Name: John McHugh

Name: Matthew

Signature:  EE6DA7427C67468...

Farin Signature: 

Title: Director, Procurement
Services

Date: 5/2/2023

Title: Executive Vice President

Date: 12/5/2022

APPENDIX II

1. Firm Information

A. Brief history of the firm. Provide information on your firm or provide current VASCUPP Contract Information. Please select only one of the options in Section A.

- I have a VASCUPP Contract and would like to use the existing VASCUPP Contract. I agree to all "Conditions of Award Below".

VASCUPP Contract Number: _____

Issuing Institution: _____

- I have a VASCUPP Contract, but would like to submit my information for the new solicitation. I have provided the same rates or more competitive rates than other contracts.

VASCUPP Contract Number: VTS-1840-2023

Issuing Institution: Virginia Tech

- I do not have an existing VASCUPP Contract and have provided a brief history of my firm.

Click or tap here to enter text.

B. Choose the discipline(s) you are applying for below. You may choose more than one discipline if your firm is properly licensed in providing multiple services. Copies of licensing must accompany proposal.

- Pump and Motor Rebuild/Repair
- Door Installation, Maintenance and Repair to include a wide variety such as overhead doors, automatic doors, etc.
- Window Installation Maintenance and Repair
- Custom Millwork and Cabinetry
- Roofing Maintenance and Repair
- Parking & Drain Installation, Maintenance and Repair
- Generator Maintenance and Repair
- Fume Hood Installation, Maintenance and Repair

- Utility Location Services
- Fire System Installation, Maintenance and Repair to include sprinklers, fire pumps and associated components
- Building Automation and Fire Alarm System Installation, Maintenance and Repair
- Electrical Installation, Maintenance and Repair
- Thermal Insulation Services to include but not limited to piping insulation
- Masonry Maintenance and Repair
- Landscaping and Arborist Services
- Waterproofing
- Graffiti Removal and Pressure Washing Services
- Auditorium Seating Maintenance
- Fence Installation and Repair to include a wide variety of fencing
- Fall Protection Installation, Repair and Certifications
- Flooring Installation and Repair
- Plumbing Installation, Maintenance and Repair
- Duct Cleaning
- Carpentry

C. Experience

Provide a capabilities statement for all disciplines you are applying for. You may attach additional pages.

Company History

Mission Statement – Scientific Tree Care since 1907

Francis A. Bartlett's fundamental purpose for establishing the company that bears his name was to provide quality care and good value to owners and managers of landscape trees and shrubs by means of a basic, four-step plan:

1. Evaluate plant health, safety and appearance by means of a systematic and thorough inspection, or series of inspection
2. Make an accurate, scientific diagnosis of plant problems and assess current and future plant requirements
3. Provide a full range of necessary remedial treatments
4. Design, create, and implement innovative, effective, long-term preventive care and maintenance programs

Bartlett employees shall carry out their responsibilities with full honesty, integrity, and fairness, will strive for complete dependability, and will communicate openly with clients, prospects, employees, and the general public on matters involving our actions or intentions.

We are committed to providing scientifically based landscape management recommendations, delivering quality service, safely and at a level that meets or exceeds industry standards. We strive to achieve total client satisfaction.

Although our founder laid out his mission many years ago, we have found no reason to modify it over the decades that it has been in use. We enthusiastically support our founder's original purpose today, under the third generation of Bartlett family management.

Research Laboratory – Charlotte, NC

Directory of Research Laboratory – Dr Kelby Fite, Ph.D.

In 1913, our founder, F.A. Bartlett, began to experiment with the trees on a farm he bought for this purpose. Research was a separate department for many years until 1926, when Dr. Bartlett formally established The Bartlett Tree Research Laboratories and Experimental Grounds and staffed the laboratory with some of the leading researchers of the day. First located in North Stamford, Connecticut, the labs were relocated in 1965 to their current site on a large property in Charlotte, North Carolina. Continuing to build on Dr. Bartlett's legacy, the research conducted at the labs today is absolutely essential in ensuring that future generations will have beautiful and useful trees to enjoy.

We have at our disposal a fully equipped diagnostic laboratory with molecular testing capabilities, an extensive reference library, an education center, an arboretum containing over 15,000 accessioned plants, numerous working test plots, and even a bird sanctuary. The Bartlett Tree Research Laboratories is capable of evaluating plant samples, culturing and identifying disease-causing organisms, identifying insects, and performing complete soil analysis services. Staffed with scientists in fields such as plant pathology, entomology, and horticulture, the laboratories advise our arborists on the latest advances in arboriculture for the benefit of our clients. While many of these scientists are based out of the location in Charlotte, we also have dedicated researchers in the Midwest, Northeast, and Pacific Coast in the

U.S., as well as a research facility in Reading, United Kingdom. The facility in Charlotte alone receives more than 7,000 plant samples for analysis for insect pests, diseases, and cultural and environmental problems. Over 12,000 soil samples are processed from our clients' properties annually.

Arborist Training Programs

A primary function of the Bartlett Tree Research Laboratories is to provide intense technical and career training to the Bartlett Arborist Representatives, Plant Health Care Specialists, and employees who care for the trees and shrubs on your property. One-week schools for new Arborist Representatives, Plant Healthcare Specialists, and Arborist Crew Leaders are offered. One-day technical update meetings are provided twice each year to Bartlett Arborist Representatives and Plant Healthcare Specialists to keep employees current with new techniques and products. All pesticide applicators and veteran Plant Healthcare Specialists receive annual training on new products, techniques and equipment available for insect and disease management. As a result of the many training opportunities available, Bartlett's technical expertise is unsurpassed in arboriculture.

Lab Staff

The Bartlett lab staff provides vital technical support to Bartlett Arborists, production crews, and to our clients. The Bartlett Lab develops the recommendations and guidelines for performing all of the services we provide. Publications produced by the Lab include Plant Health Care Bulletins, Pest Management Recommendations, Technical Reports, and Standard Practice manuals for all aspects of arboriculture such as pruning, soil management, and lightning protection installation. Our diagnostic clinic is a unique element of our technical support resources.

Training Opportunities

Bartlett Tree Experts looks for opportunities to uplift the arboricultural industry. This includes educating and training other arborists in commercial, residential, academic, and municipal capacities. We provide speakers to national, regional, and local industry events. We have arborists who consult on local and national regulatory committees concerning the arboriculture industry.

“Safety above all else” is a motto that we feel reflects our desire to work safe and help other work safe each day. We would like to partner with the Campus Arborist to include their team into our training programs. This includes but is not limited to:

- Electrical Hazard and Awareness Program
- Aerial Rescue training
- Chainsaw Training
- First Aid and CPR certification

These training modules are supported locally and regionally. We have a Local Office Safety Coordinator that is a member of our production staff and head of our local safety program. Regionally, we have Regional trainers and Regional Safety Managers that support us in our training efforts.

Diagnostics

Arborist Representatives at Bartlett Tree Experts have been practicing scientific tree care since the inception of the company in 1907. Science drives all of our recommendations and practices on the

landscape. It is important to us to share that information with the industry. If awarded this contract we plan to provide complimentary soil sampling and diagnostics.

Safety Program

All Bartlett Tree Experts staff participates in a corporate-directed safety program that includes the following components:

Local Office Safety Coordinator

Every Bartlett office has a designated Local Office Safety Coordinator (LOSC). The LOSC partners with the Arborist Representatives to implement a proactive safety program and chairs the Local Office Safety Committee.

Local Office Safety Committee

Every Bartlett office has a safety committee consisting of the local manager, LOSC, Administrative Assistant, and Arborist Representatives. The committee is responsible for developing the local office safety plan, developing mentorship for new team members, and inspections of the facility and equipment.

Daily Safety Meetings

Safety meetings are conducted at the beginning of each day. During these meeting a wide range of safety and training topics are covered, such as tree inspection, gear inspection, safe driving, rigging techniques, and chainsaw use.

Bartlett Tree Experts Safe Practices Manual

Bartlett Tree Experts has developed a safety manual that guides our production arborists in safe work practice. This manual meets or exceeds ANSI Z133 industry safety guidelines.

Bartlett Tree Experts Safety and Health Plan

Bartlett Tree Experts has developed a comprehensive safety and health plan to support our accident-free work place goals. This program contains specific safety training programs and policies that are made available to all staff members.

Personal Protective Equipment

Standard safety equipment for all employees engaged on general tree care job sites includes a hardhat, safety glasses, hearing protection, high visibility outerwear, and appropriate work boots. All chainsaw operators wear chainsaw protective chaps when operating a chainsaw at ground level. All bucket truck operators will use a rated fall protection harness when aloft.

Additional personal protective equipment will be provided as required by the equipment or task.

Operational Safety

Bartlett Tree Experts team leaders will conduct daily Job Site Safety Briefings with team members before beginning work. Additional Job Site Safety Briefings will occur during the day should the work location or conditions on the job change.

Personnel Qualifications

Skills training, continued education, and personal development is a fundamental part of Bartlett Tree Experts. This is how we are able to stay on the front edge of the developing arboriculture industry.

Matthew Brinckman, the Arborist Representative assigned to this territory, is focused on engaging the arboriculture industry through credentialing to remain current with arboriculture practices. He is an ISA Certified Arborist #MA-5786A and Virginia Commercial Pesticide Applicator #139255-C.

The table below details training programs according to job title. All certifications, qualifications, and trainings are documented and available upon request.

Qualification/Certification/Training	Crew Leader	Climber	Groundsperson	Plant Health Care Specialist
Crew Leader competency	x			
Crane qualification	X			
Climber competency	X	X		
Aerial lift qualification	X	X	X	
Groundsperson competency	X	X	X	X
Chipper/winch qualification	X	X	X	X
First Aid and CPR certification (biannual)	X	X	X	X
Aerial Rescue qualification (annual)	X	X	X	X
Electrical Hazard Awareness (annual)	X	X	X	X
Back injury prevention (annual)	X	X	X	X
Heat-related illness training (annual)	X	X	X	X
Bloodborne pathogen training (annual)	X	X	X	X
Work zone training (annual)	X	X	X	X
Drop zone training (annual)	X	X	X	X
First Aid and CPR certification (biannual)	X	X	X	X
Aerial Rescue qualification (annual)	X	X	X	X
VA Pesticide applicator license				X

Primary Response Team:

Division 4 Headquarters: Charlottesville, VA

Alan Jones, Vice President/Division Manager

- B.S. Forestry, Syracuse University
- M.S. Forestry, Clemson University
- ISA Certified Arborist MA-0053
- ISA Tree Risk Assessment Qualified (TRAQ) MA-0053

Rob Allen, Assistant Division Manager

- B.S. Natural Resources, Virginia Tech
- ISA Board Certified Master Arborist BCMA-1811B
- American Society of Consulting Arborists RCA-512

Richmond Office: Richmond, VA

Ethan Crockett, Local Manager

- B.S. Urban Forestry, Virginia Tech
- ISA Certified Arborist WE-8523A
- ISA Tree Risk Assessment Qualified WE-8523A
- Tree Care Industry Association (TCIA)- Certified Tree Safety Professional (CTSP) 310
- VDACS Commercial Pesticide Applicator Certificate 121980-C (3A, 6)

Matt Brinckman, Arborist Representative

- B.S. Environmental Resource Management, Virginia Tech
- M.S. Forest Management, Policy, and Economics, Virginia Tech
- ISA Certified Arborist MA-5786A
- VDACS Commercial Pesticide Applicator Certificate 139255-C (3A)

Mitch Billeter, Arborist Representative

- B.S. Environmental Science, Virginia Tech
- ISA Certified Arborist MA-6059A
- VDACS Commercial Pesticide Applicator Certificate 138045-C (3A)

Richmond Staff (Arborist Representatives, Crew Leaders, and Plant Healthcare Specialists)

- 3 ISA Certified Arborists (MA-0675AT, MA-5690A, MA-5309A)
- 1 Tree Care Industry Association- Certified Tree Safety Professional (2283)
- 2 VDACS Commercial Pesticide Applicator Certificate (125496-C, 151309-C)
- 2 VDACS Registered Technician Pesticide Applicator Certificate (155011-T, 142535-T)

Secondary Response Team (direct supporting satellite offices)

White Stone Office: White Stone, VA

Brandon Frazier, Local Manager

- ISA Certified Arborist MA-5565A, ISA Tree Risk Assessment Qualified MA-5565A, VDACS Commercial Pesticide Applicator Certificate 127325-C (3A)

White Stone Staff (Arborist Representatives, Crew Leaders, and Plant Healthcare Specialists)

- 2 VDACS Registered Technician Pesticide Applicator Certificate (155011-T, 142535-T)

Williamsburg Office: Williamsburg, VA

Andrew Koenig, Local Manager

ISA Board Certified Master Arborist MA-0441B, ISA TRAQ MA-0441B, TCIA CTSP 665, VDACS Commercial Pesticide Applicator Certificate 68054-C (3A)

Williamsburg Staff (Arborist Representatives, Crew Leaders, and Plant Healthcare Specialists)

- 2 ISA Certified Arborists (MA-5688A, MA-5716A)
- 1 VDACS Commercial Pesticide Applicator Certificate (106745C)
- 2 VDACS Registered Technician Pesticide Applicator Certificate (155459T)

Fredericksburg Office: Fredericksburg, VA

Jason Coiner, Local Manager

- ISA Certified Arborist MA-5211A, ISA Tree Risk Assessment Qualified MA-5211A, VDACS Commercial Pesticide Applicator Certificate 114014-C (3A)

Fredericksburg Staff (Arborist Representatives, Crew Leaders, and Plant Healthcare Specialists)

- 1 ISA Certified Arborist (MA-5894A)
- 1 ISA TRAQ (MA-5894A)
- 2 VDACS Commercial Pesticide Applicator Certificate (130209-C, 115367-C)
- 3 VDACS Registered Technician Pesticide Applicator Certificate (153625-T, 146140-T, 146142-T)

Charlottesville Office: Charlottesville, VA

Michael Abbott, Local Manager

- ISA Board Certified Master Arborist MA-4192B, VDACS Commercial Pesticide Applicator Certificate 86245-C (3A)

Charlottesville Staff: (Arborist Representatives, Crew Leaders, and Plant Healthcare Specialists)

- 2 ISA Board Certified Master Arborist (MA-4867B, MA-5409B)
- 4 ISA Certified Arborist (MA-6277A, SO-10447A, MA-4643A, MA-5803A)
- 1 ISA TRAQ (MA-4643A)
- 3 VDACS Commercial Pesticide Applicator Certificate (108461-C, 101649-C, 120295-C)
- 3 VDACS Registered Technician Pesticide Applicator Certificate (153688-T, 137418-T, 12215-T, 151075-T)



Meet Your Bartlett Arborist Representative

Matt Brinckman

Matt has been in the tree care industry since he started with Bartlett Tree Experts in 2016. With a background in orchard management, tree planting, and tree breeding for disease resistance, Matt was attracted to Bartlett's scientific and holistic approach to arboriculture.



Matt is an ISA Certified Arborist and Virginia Tech graduate. He holds B.S. and M.S. degrees in Forestry. Matt's experience working with diverse stakeholders during his time with Virginia Cooperative Extension created a passion for connecting with people and communities through their landscapes and trees.

Matt, his wife Kristen, and their young daughter Willa love camping, biking, and hiking on public land across the state and country. Matt previously served on the Charlottesville City Tree Commission and is a standing member of the Central Virginia Nursery and Landscape Association.

Matt services the City of Richmond (Downtown, Fan, Near/Far West End) and Western Henrico County.

mbrinckman@Bartlett.com | <http://btexp.co/staff/matt-brinckman> | 804-305-0781

About Bartlett Tree Experts

Founded in 1907, Bartlett specializes in preventive health care for your trees and shrubs including pruning, insect and disease management, fertilization and soil care, cabling and bracing, tree lightning protection systems and removal. A family-owned company with over 125 offices worldwide, Bartlett brings world-class research right to your property via its Certified Arborists and Arborist Representatives.

Equipment

At Bartlett Tree Experts our goal is to maintain a safe, efficient, and an effective fleet of equipment. All of our equipment is serviced and inspected at the appropriate interval. Below is a list of equipment in our Richmond VA fleet. All service records are documented and available upon request.

Trucks	Chippers	Miscellaneous
'14 Freightliner M2106	'12 Bandit 1590 Chipper	'00 Wolland Swinger-LOADER
'15 Freightliner M2103	'14 Bandit 1390 Chipper	'05 Hardeebilt 2X Trailer
'16 Freightliner M2106	'16 Bandit 990 Chipper	'14 Utility Trailer
'16 Freightliner M2106- Hooklift	'18 Bandit 15XP Chipper	'14 Sullivan Air Compressor
'18 18 Freightliner	'16 Bandit 1390 Chipper	'19 B-Wise Trailer
'22 Ford F7DM	'19 Vermeer Chipper	'19 Vermeer CTX100 Loader- LOADER
'21 Ford F5H9		'22 Low Pro Dump Trailer
'22 Freightliner M2106		'17 Hooklift Yard Container
		'20 Hooklift Box

Small, Woman-owned and Minority-owned (SWaM) Business Participation

As a larger company we recognize we have a duty to our local community to support the SWaM business at every opportunity. We partner with many vendors to keep our business operating at the highest level. We utilize mechanics, office cleaners, lock smiths, stump grinders, landscapers, cranes, dumpsters, wood and wood chip disposal, etc. Below is a list of SWaM registered vendors that have received payment from Bartlett Tree Experts in Quarter 1 of Fiscal Year 2022.

Vendor	Tax ID	Classification	Amount
Alban Tire (11513)	54-0944491	Small	293.84
Arthur's Electric Service, Inc.	54-0461303	Small	865.49
C.S. Flournoy, Inc.	54-1437683	Small	300.00
Coleman Motor Co, Inc.	54-1772573	Women/Small	375.00
Colesville Nursery	54-1063799	Small	3,050.73
Detailing Dynamics (59023)	52-2081748	Small	1,858.00
Equipment Works, Inc. (36698)	54-1865748	Small	18,988.62
Jan Pro of Richmond	54-2011253	Small	960.00
Land & Coates	54-0476582	Small	543.81
Merrifield Garden Center (5770)	54-0936775	Small	0.00
Mulch Unlimited	20-3731197	Small	275.00
Northwest Hardware Co. Inc.	54-0554374	Small	1,208.60
OCC Group	45-3261663	Small	12,235.00
Petroleum Fleet	56-2430731	Women/Small	5,016.04
Remington Mulch ((34083)	54-1528869	Small	11,220.00
Road Runner Wrecker Service	54-1687616	Small	400.00
Tire Tread Service, Inc.	54-0885994	Small	831.05
Twin Oak Tree Care	20-8992466	Small	35.00
West End Machine & Welding, Inc.	54-0794184	Small	1,634.52
		Total	\$60,090.70

Community Service

Giving back to our community is a foundational pillar that has been ingrained in all Bartlett Arborists since the beginning of the company. Below is a list of community service Matt Brinckman has been involved with annually.

Lewis Ginter Botanical Garden green industry volunteer day

Richmond City Parks Annual Arborist work day

James River Invasive Species Task Force invasive species removal

Touch a Truck

Virginia Garden Club Conference and Legacy Garden Project

Central Virginia Nursery and Landscape Association (Board of Directors and Meetings)

Virginia Nursery and Landscape Association (Annual conference sponsorship)

Business References

Anthony Griffin

(804) 786-3134

Department of General Services (Capital Grounds)

Bartlett has held the tree maintenance contract for the Capital Grounds and other state properties in Richmond for over 8 consecutive years.

Jane Harris

(804) 524-6239

Virginia State University

State University in Richmond, VA.

Jay Johnson

(804) 513-8130

Randolph Macon University

This is a private University in Ashland, VA.

D. Business License, Trades License, or other applicable licensing. Please attach additional pages if necessary.

Vendor Agrees to maintain required licensing for the discipline applied for.

License Type: Pesticide Business License Number: 91000069

License Type: Fertilizer/Lime Applicator License Number: 57-05356

License Type: Contractor's License License Number: 2705013908

License Type: Business License License Number: B02250000

License Type: Commercial Pesticide License Number: 139255-C

License Type: Pesticide Applicator License Number: 163243-T

E. Warranty

Provide warranty information.

Not Applicable.

2. Conditions of Award

Please check each box below confirming agreement with the conditions of award. Terms that contain a check box must be checked to confirm acceptance.

A. RealSource/eVA Registration

- The Contractor agrees to maintain or become registered as a vendor within the VCU RealSource Vendor Registration network upon being invited to register **and** Contractor agrees to maintain or become self-registered as a vendor with eVA.

B. Small, Minority & Woman Owned Business (SWaM) Certification / SWaM Plan

- The Contractor is either currently certified with the [Department of Small Business and Supplier Diversity \(DSBSD\)](#) as a Small, Women, and Minority Owned (SWaM) and/or Service Disabled Veteran-Owned Business and/or agrees to commit to the percentage listed below for SWaM Participation.

____ 5 ____ % SWaM Participation will be maintained during contract

If you are a SWaM Certified vendor fill out the information below:

_____ Certification Number

_____ Certification Type (Small, Women, Minority, Veteran)

C. Detailed Scope of Work, Response Time and Reporting

- The Contractor will provide a detailed quote at the request of VCU, summarizing specific services, deliverables, delivery dates and cost in accordance with the contract – without additional terms or conditions requiring VCU signature. The contract terms and conditions will govern all quotes.
- The Contractor will respond to emergency requests no later than 4 hours and non-emergency requests no later than 24 hours.
- The Contractor will check in with the VCU Operations Center 804-828-9444 upon arrival at Campus and check out when leaving VCU.

D. Purchase Orders

- The Contractor will accept a VCU issued Purchase Order as the commitment to start a project and will not start work on a project until a Purchase Order is received. If a blanket Purchase Order is established, Contractor will not start work without a notice to proceed notification or a work order number.

E. Invoicing

- The Contractor agrees to invoice in accordance with the procedures outlined in the VCU Purchase Order and instruction provided by VCU.

F. Payment Method

Virtual Card (Net 20)

ACH - Paymode-X Premium (Net 20)

ACH - Paymode-X Basic (Net 30) **and** Early Payment Discount (EPD)

Paper Check (Net 30). We encourage you to offer an EPD

Other

<https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>

G. Early Payment Discounts (EPD)

VCU encourages the Contractor to consider expedited payment terms for a discount. Multiple EPD terms are available. If applicable, please select an EPD term below.

2.0% Net 15 / Net 30

1.5% Net 20 / Net 30

0.5% Net 25 / Net 30

Other (e.g., 3.0% Net 15 / Net 30)

H. Fees

Pricing must be submitted by completing Appendix III. The fee structure includes rates charged for all personnel classifications or service that may be provided to VCU. Pricing will mainly be time and material or unit pricing, however, lump sum pricing may be requested at VCU's discretion.

Labor rates must be fully burdened and inclusive of travel, overhead, profit and incidentals.

VCU reserves the right to engage in further negotiations.


I. Insurance Requirements

Contractor agrees to maintain minimum insurance requirements as stated in the MSA.

3. Acceptance

Contractor Name: The F. A. Bartlett Tree Expert Company

This document will be incorporated into the Master Services Agreement (MSA) between your Firm and the VCU. The contract between your Firm and VCU may include statements of work, a data protection addendum, or other similar documents as necessary. The MSA will have precedence over all other contract documents.

Representative Name:	Matt Farin	
Title:	Executive Vice President	
Date:	12/05/2022	
<input checked="" type="checkbox"/> Electronic Signature: By typing the name of the firm's authorized representative/signatory into the field above, the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. No award will be made without a fully executed MSA.		

SKILLED TRADES APPENDIX III - PRICE SCHEDULE

Time and Materials

<i>Job Classification</i>		Regular Hourly Rate (7:30am to 4:00pm)	Overtime Hourly Rate (After 4:00pm / Weekends / Holidays)
1	General Tree Care (pruning/removal)	\$ 105.00	\$ 105.00
2	Pest management treatment	\$ 220.00	\$ 240.00
3	Soil Care Treatment	\$ 285.00	\$ 290.00
4	Tree Support System Installation (cabling/bracing)	\$ 130.00	\$ 135.00
5	Root Collar Excavation	\$ 135.00	\$ 135.00
6	Root Pruning	\$ 135.00	\$ 135.00
7	Root invigoration treatment (includes biochar and compost)	\$ 150.00	\$ 150.00
8	Emergency Tree service	\$ 145.00	\$ 145.00
9	Arborist Consulting (site management, assessment, sampling)	\$ 185.00	\$ 185.00
10	Lightning Protection	\$ 155.00	\$ 155.00
11			
12			

This price schedule **shall** include fully burdened Labor Rates including, but not be limited to the following: wages, overhead, administrative costs, travel, incidentals, and profit. **Materials are to be provided at cost.**

Unit Pricing

<i>Item or Service</i>		Unit of Measure Included	Cost
1	Stump Removal (8" below grade, all mulch removed)	per inch of diameter	\$ 18.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			