

University of Mary Washington Contract  
Contract # UCPUMS 22-1403  
Landscape Supplies

This contract, effective October 3, 2022 by SiteOne Landscape Supply, hereinafter called the “Contractor” and the Commonwealth of Virginia, University of Mary Washington called the, “University” or “UMW”.

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

**PERIOD OF CONTRACT:** October 3, 2022 through October 2, 2023 with four, one year renewal options.

**CONTRACT DOCUMENTS:** The contract documents shall consist of in order of precedence:

1. This signed Contract;
2. The Contractor’s proposal dated June 27, 2022 including all attachments;
3. Any addenda and the original solicitation, RFP # UCPUMW 22-1403, dated May 27, 2022 to include:
  - a. The Statement of Needs
  - b. The General Terms and Conditions
  - c. The Special Terms and Conditions;

All of which are incorporated herein by reference and constitute the “contract documents.” Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

**I. SCOPE OF SERVICES:** The Contractor shall provide and deliver, but not be limited to, the following as required by the University:

A. Grass Seed

- i. Perennial Rye Seed – Blue tag certified two/three way blend of persistent perennial rye varieties for over seeding Bermuda turf.
  1. All varieties shall be on the current Virginia/Maryland National Turfgrass Evaluation Program (NTEP) recommendation lists. The University is seeking items within “category one” on the Virginia/Maryland list and items with high rankings on the NTEP recommendation list in these categories of strong color, high wear, cold tolerance and disease resistant rye grass varieties. The seed must have a test date of 2016. The seed must have a minimum of 85% germination, be Poa annua free, 0% weeds and 0% other crop.
  2. Material shall be bagged and labeled in quantities no greater than 50 pounds and no less than 40 pounds. All bags shall be intact and show no signs of water or other damage. Bidder must include a copy of the tag, names and percentages of varieties within the bid information.
  3. Contractor shall be responsible for delivering the bags of Rye Seed specified above. The University will spread the seed.
- ii. Tall Fescue (TTTF) grass seed.
- iii. All varieties of rye grass shall be on the current Virginia/Maryland National Turfgrass Evaluation Program (NTEP) recommendations lists. The 2021-2022 Virginia Turfgrass Variety Recommendations list can be found here: <https://www.sites.ext.vt.edu/newsletter-archive/turfgrass/2021-2022.pdf>

- B. Fertilizer – The University current needs for fertilizer consists of following types: 1) Organic Granular, Biological & Sprayable, and Soil Amendments. The University reserves the right to order other types of fertilizer as needs arise.
- C. Herbicides, insecticides, fungicides, and soil ph (lime and organic soil acidifier).

**PRICING:** Pricing for the various products is found in Attachment A to this agreement.

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

**GENERAL TERMS AND CONDITIONS:** The following General Terms and conditions are applicable to this Agreement:

A. ANTI-DISCRIMINATION: By submitting their bids or proposals, bidders or offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://adminfinance.umw.edu/procurement/>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§6 of the Rules Governing Procurement).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - d. If the contractor employs more than five employees, the contractor shall:
    - i. provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and
    - ii. post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- D. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for at least five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
- E. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. DEBARMENT STATUS: By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ETHICS IN PUBLIC CONTRACTING: By submitting their bids or proposals, bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- H. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. Effective July 1, 2014, the Vendor Transaction Fees are:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. 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 payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- J. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- K. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination

in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- L. PRECEDENCE OF TERMS: These Mandatory General Terms and Conditions and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- M. PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices.

**SPECIAL TERMS AND CONDITIONS:**

- A. ADDITIONAL (FUTURE) GOODS & SERVICES: The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
- B. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- C. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
- D. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period, or as otherwise requested within the solicitation.
- F. CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
- G. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
  - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- b. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
  - c. By mutual agreement between the parties in writing; or
  - d. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - e. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
- H. CONTROLLING VERSION: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.
- I. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- J. E-VERIFY PROGRAM: EFFECTIVE 12/1/2013: Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- K. EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for

example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

- L. FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
- M. INDEPENDENT CONTRACTOR RELATIONSHIP: In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.
- N. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/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 bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- O. NON-ASSIGNMENT: Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.
- P. NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:  
Attn: Procurement Services  
1301 College Avenue  
Fredericksburg, VA 22401

If to the Contractor:  
Attn:  
ADDRESS LINE 1  
ADDRESS LINE 2

- Q. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials. No price increases will be authorized for one year after the effective date of the contract. Price escalation may be permitted only at the end of this period and each renewal period thereafter and only where verified to the satisfaction of the Procurement office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.
  - a. Contractor shall give not less than thirty (30) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:
    - i. Verify that the requested price increase is general in scope and not applicable just to the University

- ii. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
  - iii. Provide additional information deemed necessary by UMW to assess a price increase.
- R. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- T. RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.
- U. RENEWAL OF CONTRACT:

This contract may be renewed by the University for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

  - a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the CPI-U "All Items Less Food and Energy" category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the CPI-U "All Items Less Food and Energy" category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- V. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
  - a. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
  - c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- W. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment.  
[http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.
- X. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment.  
[http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

**METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view [The Bank of America Value of Virtual Payables](#).

3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below address and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices should be sent to [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu).

University of Mary Washington  
Attention: Accounts Payable  
1301 College Avenue  
Fredericksburg, VA 22401

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

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

**CONTRACTOR**

**UNIVERSITY OF MARY WASHINGTON**

Signature: Keith McGinty

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

Printed Name: Keith McGinty

Printed Name: Melva H. Kishpaugh

Title: Director

Title: Director, Procurement Services

Date: 8/15/22

Date: August 31, 2022

FEI/FIN#: 36-4485550

Phone: 216.706.9250

Email: bids@siteone.com

ATTACHMENT A  
PRICING

	Proposed Unit Price	Unit of Measure	Minimum Required Qty./Volume if Applicable	Brand Name
<b>GRASS SEED</b>				
Perennial Rye Grass Seed	No Bid	Per Pound		
Tall Fescue Blend (Fall Application)	\$2.29	Per Pound	50 lb bag	LESCO TALL FESCUE BLEND
Tall Fescue Blend (Spring Application)	\$2.29	Per Pound	50 lb bag	LESCO TALL FESCUE BLEND
<b>FERTILIZER</b>				
*25-2-5	\$0.59	Per Pound	50 lb bag	LESCO 28-0-3
*10-2-5	\$0.42	Per Pound	40 lb bag	LESCO 10-6-4
10-20-10	\$0.63	Per Pound	50 lb bag	LESCO 10-20-10
Biological & Sprayable Fertilizer	No Bid	Per Gallon		
Organic Granular Fertilizer	No Bid	Per Pound		
<b>SOIL AMENDMENTS</b>				
Compost	No Bid	Per Pound		
Aged Manure	No Bid	Per Pound		
Sand	No Bid	Per Pound		
Peat Moss	No Bid	Per Pound		
<b>SOIL PH</b>				
Dolomitic Lime	\$0.12	Per Pound	50 lb bag	AUSTINVILLE LIMESTONE DOLOMITE LIMESTONE
Espoma Organic Soil Acidfier	No Bid	Per Pound		
<b>HERBICIDES</b>				
Snapshot 2.5 TG	\$1.71	Per Pound	50 lb bag	DOW SNAPSHOT 2.5TG
*Round-Up	\$43.60	Per Gallon	2.5 Gallon Container	LESCO PROSECUTOR PRO
Trimec southern	\$85.44	Per Gallon	Gallon	GORDON-TRIMEC SOUTHERN
Ornamec	\$66.97	Per Quart	Quart	GORDON-ORNAMEC
Sedgehammer	\$67.06	Per Container	1.33oz	Gowan Sedgehammer
Speedzone	No Bid			
Ronstar Flo	No Bid			
Hydra-Tonik	No Bid			
Ranger Pro	No Bid			
Specticle Total	No Bid			
Monument	No Bid			
<b>GROWTH REGULATOR</b>				
T-Nex Growth Regulator	No Bid			
<b>INSECTICIDES</b>				
Bonide Systemic Insect Control	No Bid			
Tree & Shrub Insect Control with Safari 2G	\$127.50	Per Pound	3 lb Container	VALENT SAFARI 20 SG
<b>FUNGICIDE</b>				
Agri-Fos	No Bid			
Quali-Pro Tebuconazole	\$75.17	Per Gallon	Gallon	QUALIPRO TEBUCONAZOLE

Daconil Weather Stik <i>Agency</i>	\$73.00	Per Gallon	2.5 Gallon	SYNGENTA-DACONIL WEATHER STIK
Mancozeb	\$24.03	Per Gallon	2.5 Gallon	LESCO MANCOZEB

\*Alternate/Equals – Labels Enclosed

Shipping included in pricing

Delivery 3 – 7 days ARO. Contact local branch for seed delivery, located at 115 Juliad Ct., Ste 107, Fredericksburg, VA 22406.

Phone: 540-752-1408

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** May 27, 2022

**RFP NUMBER & TITLE:** UCPUMW 22-1403, Grass Seed & Fertilizer

**PROPOSAL DUE DATE & TIME:** 2:00 p.m., June 30, 2022  
NOTE: Proposals received after the due date and time cannot be accepted.

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
Procurement Services /Reference RFP #UCPUMW 22-1403  
Eagle Village Executive Offices, Suite 480  
1125 Emancipation Highway., Fredericksburg, VA 22401

**WORK LOCATION:**  All Campuses  Fredericksburg  Stafford  Dahlgren

**COMMODITY CODE(S):** 33500, 67585, 67590, 79002, 79020, 33540, 33504, 67540, 67545

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A **DATE & TIME:**

**PRE-PROPOSAL LOCATION:** N/A

**CONTRACT OFFICER:** Kenneth Manahan **EMAIL:** Kmanaha2@umw.edu

**PERIOD OF CONTRACT:** October 3, 2022 through October 2, 2023 with 4, one year renewal options.

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL**

Name of Offering Firm: SiteOne Landscape Supply

Address of Offering Firm: 1385 East 36th Street  
Cleveland, Ohio 44114

DSBSD Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

eVA ID: VS 0000 169884 Tax ID: 36-4485550

Email: bids@SiteOne.com Telephone: 216.706.9850

Website: WWW.SITEONE.COM Fax: 248.581.1433

Submitted By (Print Name & Title): Keith McGinty DIRECTOR

Signature (In Ink):  Date: 6/27/22

**SEALED REQUEST FOR PROPOSALS (RFP)**

- I. **QUESTIONS/INQUIRIES:** All inquiries for information, including questions, should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after 2:00 p.m. June 2, 2022.
- II. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein may be submitted by Offering firms in one of two ways:
- A. Electronic Online Response via eVA (Preferred):
    - 1. The Offeror may submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO). The proposal must be uploaded prior to the proposal due date and time specified on page 1 of this solicitation.
  - B. Physically delivered to the Procurement Officer:
    - 1. Proposals must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. It is the responsibility of the Offeror to ensure that the proposal is received on time.
    - 2. The Offeror shall contact the Contract Officer listed on Page 1 to schedule a date/time to hand-deliver the proposal if they intend to submit a response to this proposal.
    - 3. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
    - 4. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
- III. **ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.
- IV. **INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: [www.umw.edu](http://www.umw.edu) or (540) 654-2424.
- V. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts.php> will be used to house relevant procurement documents, including winning offeror's proposal.

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

**I. PURPOSE:**

The University of Mary Washington ('UMW' or 'the University') is soliciting bids from qualified Contractors in order to establish a contract with one vendor to provide perennial rye varieties for over seeding Bermuda grass turf on an as-needed basis. All varieties of rye grass shall be on the current Virginia/Maryland National Turfgrass Evaluation Program (NTEP) recommendations lists. The 2021-2022 Virginia Turfgrass Variety Recommendations list can be found here: <https://www.sites.ext.vt.edu/newsletter-archive/turfgrass/2021-2022.pdf> The perennial rye over seeding will be used for the Athletic Fields at the University of Mary Washington Fredericksburg Campus. The University will be responsible for spreading the seed. Also included within the contract is a requirement for Tall Fescue (the types shall also be on the NTEP list), various fertilizers, herbicides, insecticides, fungicides, and soil ph (lime and organic soil acidifier).

**II. ORGANIZATION OVERVIEW:**

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: <http://www.umw.edu/about/>.

**III. BACKGROUND:**

The University of Mary Washington uses approximately 6,000 pounds of Rye seed a year. The rye over seeding must be done in two applications; one in early September and the other in early October at the rate of about 3,000 pounds per application. All of the outdoor athletic fields are a variety of Bermuda grass which goes dormant when the weather cools and days shorten in fall and winter months. Rye grass is a cool weather grass that helps protect the root system of the Bermuda grass during its dormancy. Without the Rye grass, the fields would be decimated during the fall to spring time frame. When the weather get hotter, the Bermuda grass re-establishes itself and the Rye grass must be killed to allow the Bermuda grass to thrive. This process continues from year to year. The University's estimated annual needs for the Rye and Tall Fescue grass seed and various other products is provided below. These amounts are not guaranteed and may fluctuate annually:

DESCRIPTION	Estimated Annual Requirements	DESCRIPTION	Estimated Annual Requirements
<b>GRASS SEED</b>		<b>INSECTICIDES</b>	
Perennial Rye Grass Seed		Bonide Systemic Insect Control	2 Gallons
Tall Fescue Blend (Fall Application)	2,300 lbs.	Tree & Shrub Insect Control with Safari 2G	35 lbs.
Tall Fescue Blend (Spring Application)	2,300 lbs.	<b>FUNGICIDE</b>	
<b>FERTILIZER</b>		Agri-Fos	1 Quart
25-2-5	8,300 lbs.	Quali-Pro Tebuconazole	1 Gallon
10-2-5	12,200 lbs.	Daconil Weather Stik	1 Gallon
10-20-10	7,000 lbs.	Mancozeb	1 Gallon
Biological & Sprayable Fertilizer	Not Available	<b>GROWTH REGULATOR</b>	
Soil Amendments	Not Available	T-Nex Growth Regulator	Not Available
Organic Granular Fertilizer	Not Available	<b>SOIL PH</b>	

<b>HERBICIDES</b>		Dolomitic Lime	43,000 lbs.
Snapshot 2.5 TG	1,500 lbs.	Espoma Organic Soil Acidfier	210 lbs.
Round-Up	40 Gallons	<b>SOIL AMENDMENTS</b>	
Trimec Southern	1 Gallon	Compost	Not Available
Ornamec	1 Quart	Aged Manure	Not Available
SedgeHammer	1 Quart	Sand	Not Available
Speedzone	Not Available	Peat Moss	Not Available
Ronstar Flo	Not Available	Organic Granular Fertilizer – List various types and pricing.	Not Available
Hydra-Tonik	Not Available		
Ranger Pro	Not Available		
Specticle Total	Not Available		
Monument	Not Available		

**IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:** (This clause shall be incorporated into the final Contract.)

- A. 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 (copy available at <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.
- C. UMW 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 UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

**V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:**

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

**VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

- A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:
  - 1. Proposal Requirements - The University reserves the right to:

- accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
- waive minor informalities,
- issue a lowered evaluation of the proposal for failure to submit all information requested,
- negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act “FOIA” requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:

- invoke the protection of the Code of Virginia, § 2.2-4342F, in writing, stating the reasons why protection is necessary, and
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

**The designating of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as redacted, the proposal will be rejected.

3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*
4. Number of Proposals Required:
  - a. If submitting an electronic response via eVA: One (1) electronic version of the proposal is required and one (1) electronic version clearly marked “Redacted Copy” must be submitted if required by the vendor.
  - b. If delivering in person: One (1) printed original and one (1) electronic media version (Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password, or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by the vendor. Proposals should be prepared simply and economically with the ability to be recycled, held together strongly and bound in a single volume where practicable by staples, binder clips, or in a three-ringed binder, and dual-sided printed where practical.

5. Limited Contact: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.

B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**: Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items/information within the proposal:

1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
3. Include within the Offeror's proposal the following:
4. Identify Offeror's business locations nearest to the University of Mary Washington's Fredericksburg, VA campus.
5. Include the Offeror's average delivery time for grass seed once the order is received.
6. Include Offeror's average delivery time for all other products.
7. Identify any products listed in the Attachment A Pricing Table that Offeror is unable to provide.
8. Offeror shall include a statement in the proposal if all products can be provided.
9. Complete and include Attachment A, Pricing within Offeror's proposal. Offeror shall complete the pricing table for the items specified. For the "Minimum Required Quantity/Volume" column, identify the minimum weight or volume that must be purchased. For example, if the minimum volume of the item is sold is 1.25 gallons, on which the unit price is based, the 1.25 gallons shall be entered in the column. The brand name on which the unit price is based shall be specified in the last column.
10. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
11. Any other information the Offeror believes will help the University evaluate its proposal.

Please review Attachment D, Proposal Submission Checklist, attached to this RFP prior to submission.

**VII. STATEMENT OF NEEDS**: The Contractor shall provide and deliver, but not be limited to, the following as required by the University:

A. Grass Seed

1. Perennial Rye Seed – Blue tag certified two/three way blend of persistent perennial rye varieties for over seeding Bermuda turf.
  - a. All varieties shall be on the current Virginia/Maryland National Turfgrass Evaluation Program (NTEP) recommendation lists. The University is seeking items within "category one" on the Virginia/Maryland list and items with high rankings on the NTEP recommendation list in these categories of strong color, high wear, cold tolerance and disease resistant rye grass varieties. The seed must have a test date of 2016. The seed must have a minimum of 85% germination, be Poa annua free, 0% weeds and 0% other crop.
  - b. Material shall be bagged and labeled in quantities no greater than 50 pounds and no less than 40 pounds. All bags shall be intact and show no signs of water or other damage. Bidder must include a copy of the tag, names and percentages of varieties within the bid information.
  - c. Contractor shall be responsible for delivering the bags of Rye Seed specified above. The University will spread the seed.
2. Tall Fescue (TTTTF) grass seed.
3. All varieties of rye grass shall be on the current Virginia/Maryland National Turfgrass Evaluation Program (NTEP) recommendations lists. The 2021-2022 Virginia Turfgrass Variety Recommendations list can be found here: <https://www.sites.ext.vt.edu/newsletter-archive/turfgrass/2021-2022.pdf>

- B. Fertilizer – The University current needs for fertilizer consists of following types: 1) Organic Granular, Biological & Sprayable, and Soil Amendments. The University reserves the right to order other types of fertilizer as needs arise.
- C. Herbicides, insecticides, fungicides, and soil ph (lime and organic soil acidifier).

**VIII. CONTRACT ADMINISTRATION:**

- A. The Director of Athletic Facilities or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University’s Procurement Services department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods and shall decide all other questions in connection with the goods. The Contract Administrator shall not have authority to approve changes in the goods which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University’s Procurement Services Department through a written two-party modification to the contract.

**IX. EVALUATION AND AWARD CRITERIA**

- A. Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Capability: Ability to deliver the ordered items.	55
Pricing:	
• Reasonableness of the unit pricing of the Perennial Rye and Tall Fescue grass seed.	30
• Reasonableness of the unit pricing for the herbicides, insecticides, fungicides, and soil ph (lime and organic soil acidifier).	10
Small Business Subcontracting Plan	5
Total	100

**X. GENERAL TERMS AND CONDITIONS:**

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:

[https://adminfinance.umw.edu/procurement/files/2020/10/UMW-Mandatory-General-Terms-and-Conditions-v2\\_newlogo.pdf](https://adminfinance.umw.edu/procurement/files/2020/10/UMW-Mandatory-General-Terms-and-Conditions-v2_newlogo.pdf)

**XI. SPECIAL TERMS AND CONDITIONS:**

A. SOLICITATION:

1. ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
2. ADVERTISING TO THE GENERAL PUBLIC: In the event a contract is awarded for services resulting from this bid, no indication of such services to the University of Mary Washington will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
3. AWARD – RFP: Selection may be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for

Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, 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. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:

- a. a separate award of each item,
  - b. an award of a group of items,
  - c. an award either in whole or in part,
  - d. a single award, or
  - e. a multiple award
4. CONTROLLING VERSION: The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.
5. COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:  
It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

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

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

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

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

7. IDENTIFICATION OF PROPOSAL ENVELOPE:

For hand delivered proposal submissions, the signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the bidder/offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

_____ Name of Offeror	_____ Proposal Due Date & Time
_____ UMW RFP Number	_____ UMW RFP Title
_____ Street #/Name or P.O. Box #	_____ City, State and Zip Code

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation

requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

- b. Employer's Liability - \$100,000.
  - c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
9. SAFETY DATA SHEETS: Safety Data Sheets (SDS) and descriptive literature shall be provided with the proposal, in the standard format as required by law, 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 bid/proposal as nonresponsive. SDS must be provided for all chemicals/compounds presented for the life of the contract.
  10. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
  11. PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>
  12. SOLICITATION COMMUNICATIONS: From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.
  13. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**B. CONTRACT:**

1. ADDITIONAL (FUTURE) GOODS & SERVICES: The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
3. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever

is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.

4. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
5. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period, or as otherwise requested within the solicitation.
6. CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
7. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
  - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - b. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
  - c. By mutual agreement between the parties in writing; or
  - d. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - e. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
8. CONTROLLING VERSION: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or

additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
10. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
11. **EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.
12. **FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP:** In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.
14. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/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 bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
15. **NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.
16. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:  
Attn: Procurement Services  
1301 College Avenue  
Fredericksburg, VA 22401

If to the Contractor:  
Attn:  
ADDRESS LINE 1  
ADDRESS LINE 2

17. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials. No price increases will be authorized for one year after the effective date of the contract. Price escalation may be permitted only at the end of this period and each renewal period thereafter and only where verified to the satisfaction of the Procurement office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.
- a. Contractor shall give not less than thirty (30) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:
- i. Verify that the requested price increase is general in scope and not applicable just to the University
  - ii. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
  - iii. Provide additional information deemed necessary by UMW to assess a price increase.
18. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
19. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
20. RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.
21. RENEWAL OF CONTRACT:  
This contract may be renewed by the University for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the CPI-U "All Items Less Food and Energy" category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the CPI-U "All Items Less Food and Energy" category of the Consumer Price

Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

22. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

23. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

24. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who

either complains about harassment or who participates in any investigation concerning harassment. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

## **XII. METHOD OF PAYMENT:**

The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

- A. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
- B. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
- C. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all invoices must be received at the address provided below and should reference the eVA purchase order and UMW contract numbers. Invoices may also be submitted electronically via email to the University at the following email address: [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu).

University of Mary Washington  
Attention: Accounts Payable  
1301 College Avenue  
Fredericksburg, VA 22401

**ATTACHMENT A – PRICING**

Refer to section VI.B.4 for pricing instructions. Generic versions are acceptable and should be identified in the proposal. Offeror shall specify if prices include or do not include shipping costs. Additional pages to the table may be added if necessary.

DESCRIPTION	PROPOSED UNIT PRICE	UNIT OF MEASURE	MINIMUM REQUIRED QUANTITY/VOLUME IF APPLICABLE	BRAND NAME
<b>GRASS SEED</b>				
Perennial Rye Grass Seed	NO BID	Per Pound		
Tall Fescue Blend (Fall Application)	2.29	Per Pound	50lb bag	LESCO TALLFESCUE BLEND
Tall Fescue Blend (Spring Application)	2.29	Per Pound	50lb bag	LESCO TALLFESCUE BLEND
<b>FERTILIZER</b>				
* 25-2-5	.59	Per Pound	50lb bag	LESCO 28-0-3
* 10-2-5	.42	Per Pound	40lb bag	LESCO 10-6-4
10-20-10	.63	Per Pound	50lb bag	LESCO 10-20-10
Biological & Sprayable Fertilizer - List various types and pricing.	NO BID	Per Gallon		
Organic Granular Fertilizer – List various types and pricing.	NO BID	Per Pound		
<b>SOIL AMENDMENTS</b>				
Compost	NO BID	Per Pound		
Aged Manure	NO BID	Per Pound		
Sand	NO BID	Per Pound		
Peat Moss	NO BID	Per Pound		
<b>SOIL PH</b>				
Dolomitic Lime	.12	Per Pound	50lb bag	AUSTINVILLE LIMESTONE Dolomitic LIMESTONE
Espoma Organic Soil Acidfier	NO BID	Per Pound		
<b>HERBICIDES</b>				
Snapshot 2.5 TG	1.71	Per Pound	50lb	DOW SNAPSHOT 2.5 TG
* Round-Up	43.60	Per Gallon	2.5 gal. cont.	LESCO - PROSECUTOR PRO
Trimec Southern	85.44	Per Gallon	GALLON	GORDON-TRIMEC SOUTHERN
Ornamec	66.97	Per Quart	QT.	GORDON-ORNAMEC
SedgeHammer	1613.46	Per Quart	1.33 oz. cont.	GOWAN-SEDEHAMMER
Speedzone	NO BID	Per Gallon		
Ronstar Flo	NO BID	Per Gallon		
Hydra-Tonik	NO BID	Per Gallon		
Ranger Pro	NO BID	Per Gallon		
Specticle Total	NO BID	Per Gallon		
Monument	NO BID	Per Gallon		
<b>GROWTH REGULATOR</b>				
T-Nex Growth Regulator	NO BID	Per Gallon		
<b>INSECTICIDES</b>				
Bonide Systemic Insect Control	NO BID	Per Pint		
Tree & Shrub Insect Control with Safari 2G	127.50/1lb	Per Gallon Per lb	3 lb cont.	Valent Safari 20SG
<b>FUNGICIDE</b>				
Agri-Fos	NO BID	Per Quart		
Quali-Pro Tebuconazole	75.17	Per Gallon	GALLON	Quali Pro Tebuconazole
Daconil Weather Stik Agency	73.00	Per Gallon	2.5 gal.	SYNGENTA-DACONIL WEATHER STIK
Mancozeb	24.03	Per Gallon	2.5 gal.	LESCO - MANCOZEB

\* Alternate/Equals - Labels enclosed

Shipping included in pricing

Delivery 3-7 days ARO. Contact local Branch for Seed delivery.

**ATTACHMENT B - SMALL BUSINESS SUBCONTRACTING PLAN**

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

**DEFINITIONS:**

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

**"Small business"** means a business 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 the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

**"Woman-owned business"** means 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 U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

**"Minority-owned business"** means 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. *(Code of Virginia, § 2.2-4310)*

Bidder Name: SiteOne Landscape Supply

Preparer Name: Keith McGinty Date: 6/27/22

**INSTRUCTIONS:**

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

**ATTACHMENT B (CONT'D)**

**Section A**

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

**Check All That Apply:**  Micro Business  Small Business  Woman-Owned Business  Minority-Owned Business

DSBSD Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Section B**

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

N/A

*Site One Landscape Supply does not use Sub contractors.*

**Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
<b>Total Planned Subcontracting Spend (\$)</b>					0

ATTACHMENT C - SWAM SUBCONTRACTING SPEND REPORTING

N/A

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE  
<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>



Administration and Finance

## Procurement Services



- Forms
- DSBSD - SWaM
- Contracts
- Contact Us



- Vendor Resources
- Vendor Policies and Guidelines
- Current Bids & Proposals
- SWaM and Non-SWaM Reporting
- Vendor Feedback

### QUICK LINKS

### SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

Site ONE does NOT USE ANY subcontractors.

**Vendor \***

**Contract Number**

Please enter the name of the COMPANY Please enter the CONTRACT NUMBER

**Name \***

First  Last

Please enter the SUBMITTER'S first and last name

**Email \***

Please enter the SUBMITTER'S email address

**Select Reporting Method \***

Upload Spreadsheet/Document ← Upload Document - Excel or Word only

Manual Input ← Manually type information for each sub-contractor

**ATTACHMENT D**

**RFP UCPUMW 22-1403 Proposal Submission Checklist**

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal MUST be submitted and received on time to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

**IMPORTANT DATES & REMINDERS**

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- No Questions Accepted after 2:00 p.m., June 2, 2022. All Questions must be in writing and directed toward the Procurement Officer for this solicitation: Kenneth Manahan, [kmanaha2@umw.edu](mailto:kmanaha2@umw.edu); 540-654-1382.
- Proposal Due Date: 2:00 p.m., June 30, 2022- Proposals submitted after 2:00 p.m. as indicated by the official Procurement clock will NOT be accepted if the proposal is hand delivered or mailed.
- All hand delivered proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum, and delivered to the address located on the RFP Cover Page. Proposals must be received at the address indicated on the first page of this solicitation no later than 2:00 p.m., June 30, 2022.
- Proposals uploaded to eVA VBO must be completed prior to 2:00 p.m., June 30, 2022.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

**REQUIRED DOCUMENT SUBMISSION**

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Acknowledgement:

**The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

Documents/Information to Submit:

- Completed and signed RFP cover page.
- N/A*  Any/All signed addenda.
- Electronic Copy of Proposal (Original and Redacted, if required) – accompanied by hard copy submissions
- Description of the Offering firm's history and expertise.
- Identify Offeror's business locations nearest to the University of Mary Washington's Fredericksburg, VA campus.
- Include the Offeror's average delivery time for grass seed once the order is received.
- Include Offeror's average delivery time for all other products.
- Identify any products listed in the Attachment A Pricing Table that Offeror is unable to provide.
- Offeror shall include a statement in the proposal if all products identified within the RFP can be provided.
- Complete and include Attachment A, Pricing within Offeror's proposal.
- Completed Attachment A, Pricing Sheet.
- Completed Attachment B, Small Business Subcontracting Plan.
- N/A/NONE*  Any exceptions taken to University's Terms and Conditions.
- Current Certificate of Liability Insurance **TO BE PROVIDED**



Bids Department  
1385 East 36<sup>th</sup> St.  
Cleveland, OH 44114  
(P) 800-321-5325  
(F) 248-581-1433  
(E) bids@SiteOne.com

To Whom It May Concern:

SiteOne Landscape Supply is the nation's largest supplier of wholesale irrigation, outdoor lighting, nursery, landscape supplies, fertilizers, turf protection products, grass seed, turf care equipment, and golf course accessories for green industry professionals in the United States and Canada. We also supply Ice Melt, Rock Salt, Seed, Sod, Bulbs, Mulch, Soil Conditioners, Athletic Paint, Erosion Control materials, Nursery Stock/Products, Pavers/Hardscapes, turf marking paint and application equipment, athletic field conditioners, artificial turf sanitizers, drainage supplies, Landscaping tools, LEED & 'Green' landscape products.

Comprised of several companies from its inception, and formerly John Deere Landscapes, SiteOne Landscape Supply currently has over 500 branches throughout North America. In addition to a vast array of product lines, SiteOne Landscape Supply also has a team unsurpassed in knowledge and expertise. We can meet almost any need and strive every day to exceed our customers' expectations. Like you, we face the future with a healthy respect for the past. Our heritage is one of true value-added customer service, and our combined companies' offer over 50 years of success in the industry, based on that same outstanding level of customer service.

For more information about our company, please visit [www.SiteOne.com](http://www.SiteOne.com), or contact us using the information we have supplied above.

Best Regards,

SiteOne Landscape Supply Bid Department

## Fredericksburg VA #724

SiteOne Landscape Supply

2.2 miles

115 Juliad Ct Ste 107  
Fredericksburg, VA 22406-1100  
(540)-752-1408  
Open Now: 7:00 a.m. - 4:00 p.m.

[Directions →](#)

[Make My Branch](#)

## Stone Center - Manassas VA #401

SiteOne Hardscape Center

25 miles

10405 Nokesville Rd  
Manassas, VA 20110-4135  
(703)-393-2828  
Open Now: 7:00 a.m. - 5:00 p.m.

[Directions →](#)

[Make My Branch](#)

## Manassas VA #656

SiteOne Landscape Supply

26.2 miles

8309 Quarry Rd  
Manassas, VA 20110-5313  
(703)-631-8133  
Open Now: 7:00 a.m. - 4:30 p.m.

[Directions →](#)

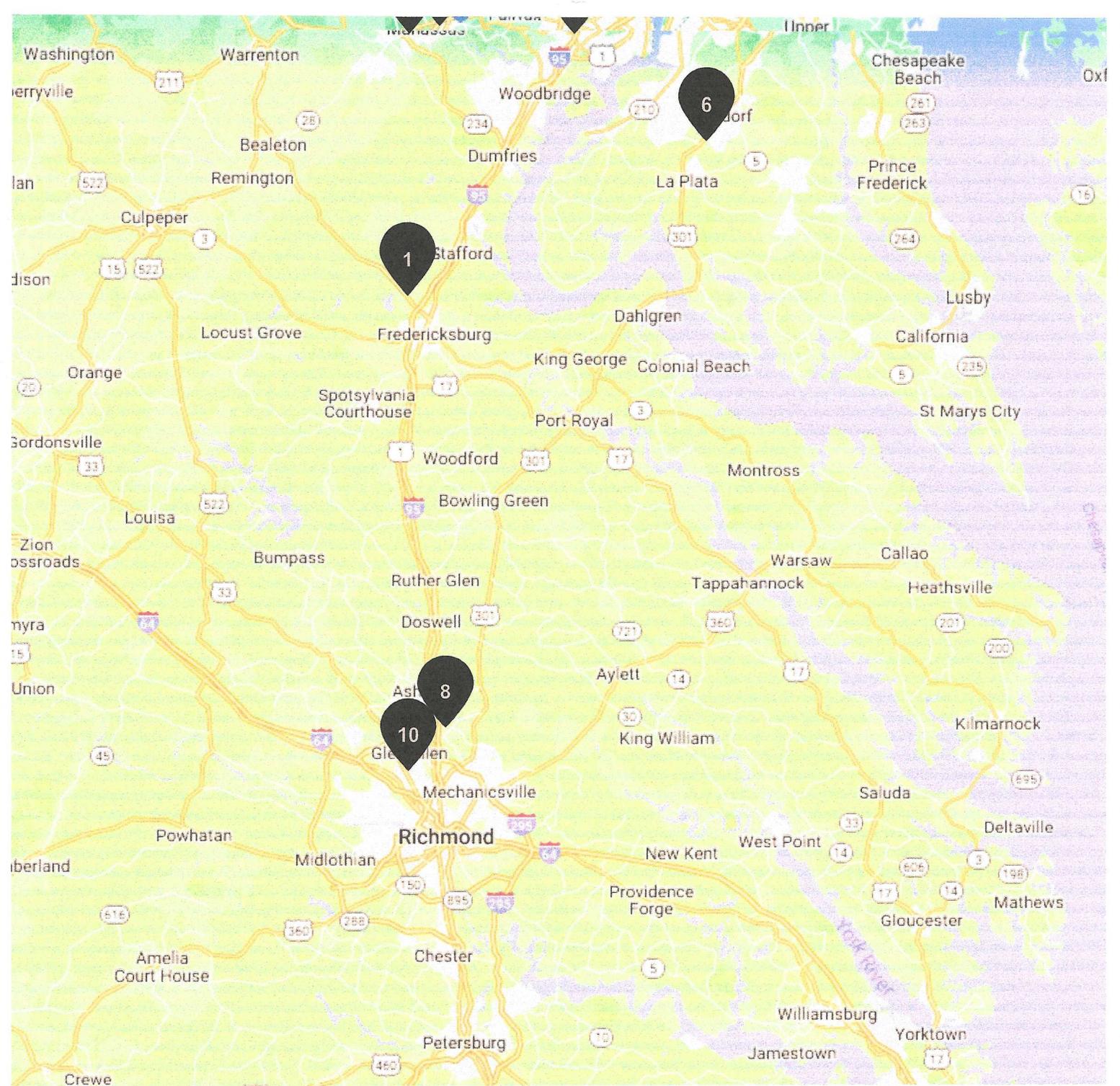
[Make My Branch](#)

## Springfield VA #121

SiteOne Landscape Supply

31.2 miles

7200 Fullerton Rd Ste G  
Springfield, VA 22150-2200





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA, INC. TWO ALLIANCE CENTER 3550 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Michelle.W.Roblas@marsh.com CN117936603-GAW-21-22		<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): E-MAIL: ADDRESS:		<b>FAX (A/C, No):</b>	
<b>INSURED</b> SiteOne Landscape Supply, inc. & its subsidiaries 300 Colonial Center Parkway, Suite 600 Roswell, GA 30076		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
Bid		INSURER A : Liberty Mutual Fire Insurance Company		23035	
		INSURER B : Liberty Insurance Corporation		42404	
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-004951065-19      **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD : WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$350,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		FB2-651-292547-021	12/23/2021	12/23/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> SIR: \$750,000  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED RETENTIONS		AS2-651-292547-031	12/23/2021	12/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WA7-65D-292547-011 (AOS) WC7-651-292547-051 (WI)	12/23/2021	12/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 F.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  SiteOne Landscape Supply 1365 East 36th Street Cleveland, OH 44114	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA Inc.</i>
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Product: **LESCO TALL FESCUE SELECT BLEND**

**LOT NUMBER:**

**Item #: 20-24-250**

% PURE SEED	COMPONENTS:	% GERMINATION	ORIGIN
33.95	PADRE 2 TALL FESCUE	90	OR
32.90	TECHNIQUE TALL FESCUE	90	OR
31.82	STARFIRE II TALL FESCUE	90	OR

OTHER INGREDIENTS:

0.00 OTHER CROP SEEDS  
1.33 INERT MATTER  
0.00 WEED SEED

NOXIOUS WEED SEEDS PER LB:  
NONE FOUND

NET WEIGHT: 50 LBS AMS XXX

DATE TESTED: 1/2021

SELL BY: 10/21 in AL,AR,FL, GA,HI,IA,KS,KY,LA,MA,MS,NM,OK,RI,  
SD, TN,TX,WV

SELL BY: 11/21 in MO

SELL BY: 1/22 in IL,WI

SELL BY: 04/22 in AZ,CA,CO,CT,DE,ID,IN,MD,ME,MI,MN,MT, NE,NH,NJ,NY,  
NC,ND,OH,PA,SC,VA,VT, WA,WY

SELL BY: 07/22 in AK,NV,OR,UT

LESCO INC., 1385 EAST 36th STREET, CLEVELAND, OH 44114



# 28-0-3



## LESCO PROFESSIONAL TURF FERTILIZER

For use in Rotary Spreaders Only

SGN 240

Contains LESCO® Poly Plus® OPTI™ Polymer Coated Urea to provide a uniform growth with extended nitrogen feeding. 50 lb COVERS 14,000 sq ft

**DIRECTIONS FOR USE:** This LESCO product is a professional quality turf fertilizer for use on all lawn areas. The best results with this product are obtained when it is applied to actively growing grass, and watered into the turf soon after application. Avoid mowing immediately following application to prevent pick-up.

For best results, sweep or blow the fertilizer offwalks and painted surfaces following application to avoid discoloration.

Do not apply near water, storm drains or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden, and sweep any product that lands on the driveway, sidewalk, or street back onto your lawn/garden.

Recommended applications are at the rate of one pound of nitrogen per 1,000 sq ft. Actual rates and timing of applications will vary with weather, soil and turf conditions.

For additional LESCO, Inc. product assistance call 1-800 347-4272.

According to state law in Maryland, this product may not be applied at an application rate of more than 0.9 lbs. Nitrogen per 1,000 sq. ft.

**COVERAGE:** 50 pounds of LESCO 28-0-3 Fertilizer covers approximately 14,000 sq ft at the application rate of one pound of nitrogen (3.57 pounds of fertilizer) per 1,000 sq ft.

### GUARANTEED ANALYSIS

TOTAL NITROGEN (N).....	28.00%
26.70.% Urea Nitrogen*	
1.30% Water Insoluble Nitrogen	
SOLUBLE POTASH (K <sub>2</sub> O).....	3.00%
IRON (Fe).....	0.70%
0.70% Water Soluble Iron (Fe)	

**DERIVED FROM:** Polymer Coated Urea, Urea, Muriate of Potash, Biosolids.

**CHLORINE (Cl) Max.**.....2.33%  
\*5.60% Slowly Available Urea Nitrogen from Polymer Coated Urea.

**ROTARY SPREADER SETTINGS:** Apply LESCO Fertilizers and Combination Products only with a rotary spreader. The following rotary spreader settings are approximate for the application rates of one pound of nitrogen per 1,000 square feet. You may need to adjust the setting depending on walking speed, spreader condition and product. An extended Spreader Setting listing can be found at [www.lesco.com](http://www.lesco.com).

ROTARY SPREADER	SETTINGS
LESCO – All Rotary Models	#14
PermaGreen	14
Cyclone®/ Spyker®/Z-Spray	4 1/4
Vicon (LESCO Pendulum)	22
Lely®	4 II



### WARNING

Harmful if inhaled. Eye and skin irritant. Avoid breathing dust. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

**CONDITION OF SALE AND LIMITATION OF WARRANTY AND LIABILITY**  
NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully and completely. It is impossible to eliminate all risks inherently associated with the use of this product. Buyer and/or User assume all risks of ineffectiveness or other unintended consequences or damages that may result from conditions outside or beyond the control of LESCO, Inc. including but not limited to such factors as manner of use or application, weather or weather conditions outside the range considered normal at the application site or for the time period in which the product is applied, the presence of other materials, incompatible products, or other influencing factors which are beyond the control of LESCO, Inc.. All such risks shall be assumed by Buyer and/or User, and Buyer and/or User agrees to hold LESCO, Inc. harmless for any claims relating to such factors. LESCO, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with the Directions for Use under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of LESCO, Inc. and Buyer and/or User assume the risk of any such use.

**LESCO, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.**  
**THE EXCLUSIVE REMEDY OF THE BUYER AND/OR USER AND THE EXCLUSIVE LIABILITY OF LESCO, INC. FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF LESCO, INC. REPLACEMENT OF THE PRODUCT, OR IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY, IN NO EVENT SHALL LESCO, INC., BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.** LESCO, Inc. offers this product, and Buyer and/or User accepts it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of LESCO, Inc. Information concerning the raw materials composing this product can be obtained by writing to: LESCO, Inc., Attn: RA Dept, 1385 East 36th Street, Cleveland, Ohio 44114-4114, referring to the item number found on this bag.

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.aapico.org/metals.htm>.

Poly Plus® OPTI™ is comprised of Polymer Coated Urea. LESCO and Poly Plus are registered trademarks and the sweeping design is a trademark of LESCO Technologies, LLC. SCOTTS is a registered trademark of The SCOTT Company. Cydone and Spyker are registered trademarks of Spyker Spreaders, LLC. Lely is a registered trademark of C Van Der Lely N.V. OPTI™ is a registered trademark of Turf Care Supply Corp. G:\REGUL\WPI\Regul Private\Lbl\EN\view Addr\Landscape Mstr Lbl\Fertilizer Lbls\088707.doc

Rev. 8/27/20 VT

**F1560**

**Net Weight 50 lb (22.7 kg)**

**098638**

**PPO**

Manufactured for: LESCO, Inc.  
1385 East 36th Street  
Cleveland, OH 44114-4114

# LESCO® 10-6-4

## LESCO PROFESSIONAL STARTER FERTILIZER

For use in Rotary Spreaders Only

40 lb COVERS 4,000 sq ft SGN 240

**DIRECTIONS FOR USE:** This LESCO product is a professional quality turf fertilizer for use on all lawn areas. The best results with this product are obtained when it is applied to actively growing grass, and watered into the turf soon after application. Avoid mowing immediately following application to prevent pick-up.

For best results, sweep or blow the fertilizer off walks and painted surfaces following application to avoid discoloration.

Do not apply near water, storm drains or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden, and sweep any product that lands on the driveway, sidewalk, or street back onto your lawn/garden.

For use as a phosphorus supplement on existing lawns to correct a soil deficiency or as a starter fertilizer in lawn establishment. **In Maryland, this product is to be used as a Starter fertilizer only.**

According to state law in Maryland, this product may not be applied at an application rate of more than 0.9 lbs. Nitrogen per 1,000 sq. ft.

For additional LESCO, Inc. product assistance call 1-800 347-4272.

**COVERAGE:** 40 pounds of LESCO 10-6-4 Fertilizer covers approximately 4,000 sq ft at the application rate of one pound of nitrogen (10 pounds of fertilizer) per 1,000 sq ft.

### GUARANTEED ANALYSIS

TOTAL NITROGEN (N).....	10.00%
1.80% Ammoniacal Nitrogen	
6.40% Urea Nitrogen*	
1.80% Water Insoluble Nitrogen	
AVAILABLE PHOSPHATE (P <sub>2</sub> O <sub>5</sub> ).....	6.00%
SOLUBLE POTASH (K <sub>2</sub> O).....	4.00%
IRON (Fe) Total.....	4.00%
2.40% Water Soluble Iron (Fe)	

**DERIVED FROM:** Urea, Ammonium Phosphate, Muriate of Potash, Biosolids.

**CHLORINE (Cl) Max.**.....3.00%

**ROTARY SPREADER SETTINGS:** Apply LESCO Fertilizers and Combination Products only with a rotary spreader. The following rotary spreader settings are approximate for the application rates of one pound of nitrogen per 1,000 square feet. You may need to adjust the setting depending on walking speed, spreader condition and product. An extended Spreader Setting listing can be found at [www.lesco.com](http://www.lesco.com).

<b>ROTARY SPREADER</b>	<b>SETTINGS</b>
LESCO – All Rotary Models	#27
PermaGreen	27
Cyclone®/ Spyker®/Z-Spray	6
Vicon (LESCO Pendulum)	52
Lely®	6 1/4" II

This fertilizer contains phosphorus and may not be used on turf in the state of Maryland or Virginia except when 1) Providing nutrients to specific soils and target vegetation as determined to be necessary in accordance with a soil test that was conducted by a laboratory identified under § 8-803.7 of the Agriculture Article, Annotated Code of Maryland, performed no more than 3 years before the application; 2) Establishing vegetation for the first time, such as after land disturbance, provided the application is conducted in accordance with the recommended application rates established by the State; or 3) Reestablishing or repairing a turf area.



**WARNING**

Harmful if inhaled. Eye and skin irritant. Avoid breathing dust. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

**CONDITION OF SALE AND LIMITATION OF WARRANTY AND LIABILITY**  
 NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.  
 The Directions for Use of this product must be followed carefully and completely. It is impossible to eliminate all risks inherently associated with the use of this product. Buyer and/or User assume all risks of ineffectiveness or other unintended consequences or damages that may result from conditions outside or beyond the control of LESCO, Inc. including but not limited to such factors as manner of use or application, weather or weather conditions outside the range considered normal at the application site or for the time period in which the product is applied, the presence of other materials, incompatible products, or other influencing factors which are beyond the control of LESCO, Inc. All such risks shall be assumed by Buyer and/or User, and Buyer and/or User agrees to hold LESCO, Inc. harmless for any claims relating to such factors.  
 LESCO, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with the Directions for Use under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of LESCO, Inc. and Buyer and/or User assume the risk of any such use.  
 LESCO, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.  
 THE EXCLUSIVE REMEDY OF THE BUYER AND/OR USER AND THE EXCLUSIVE LIABILITY OF LESCO, INC. FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF LESCO, INC. REPLACEMENT OF THE PRODUCT, OR IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY. IN NO EVENT SHALL LESCO, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.  
 LESCO, Inc. offers this product, and Buyer and/or User accepts it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of LESCO, Inc.  
 Information concerning the raw materials composing this product can be obtained by writing to: LESCO, Inc., Attn: RA Dept., 1385 East 36th Street, Cleveland, Ohio 44114-4114, referring to the item number found on this bag.  
 Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.aspicco.org/metals.htm>.  
 LESCO is a registered trademark and the sweeping design is a trademark of LESCO, Inc. Cyclone and Spyker are registered trademarks of Spyker Spreaders, LLC. Lely is a registered trademark of C Van Der Lely N.V.  
 N:\Regulatory\WP\Regul Private\MSairLb\I\_EREVIEW ADDRESS\Landscape Style Master Lb\is\Fertilizer Labels  
 Rev. 1/30/2020 KT

**089852**

**PP**

**F1560**

**Net Weight 40 lb (18.1 kg)**

Manufactured for: **LESCO, Inc.**  
 1385 East 36th Street  
 Cleveland, OH 44114-4114



# 10-20-10

# OPTI

## LESCO PROFESSIONAL STARTER FERTILIZER

For use in Rotary Spreaders Only

Contains LESCO® Poly Plus® OPTI™ Polymer Coated Urea to provide a uniform growth with extended nitrogen feeding. 50 lb COVERS 10,000 sq ft SGN 240

**DIRECTIONS FOR USE:** This LESCO product is a professional quality turf fertilizer for use on all lawn areas. The best results with this product are obtained when it is applied to actively growing grass, and watered into the turf soon after application. Avoid mowing immediately following application to prevent pick-up.

For best results, sweep or blow the fertilizer off walks and painted surfaces following application to avoid discoloration.

Do not apply near water, storm drains or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden, and sweep any product that lands on the driveway, sidewalk, or street back onto your lawn/garden.

For use as a phosphorus supplement on existing lawns to correct a soil deficiency or as a starter fertilizer in lawn establishment.

Recommended applications are at the rate of one pound of phosphate per 1,000 sq ft. Actual rates and timing of applications will vary with weather, soil and turf conditions.

For additional LESCO, Inc. product assistance call 1-800-347-4272.

**COVERAGE:** 50 pounds of LESCO 10-20-10 Fertilizer covers approximately 10,000 sq ft at the application rate of one pound of phosphate (5.00 pounds of fertilizer) per 1,000 sq ft.

### GUARANTEED ANALYSIS

TOTAL NITROGEN (N).....	10.00%
7.83% Ammoniacal Nitrogen	
2.17% Urea Nitrogen*	
AVAILABLE PHOSPHATE (P <sub>2</sub> O <sub>5</sub> ).....	20.00%
SOLUBLE POTASH (K <sub>2</sub> O).....	10.00%

DERIVED FROM: Polymer Coated Urea, Ammonium Phosphate, Muriate of Potash.

CHLORINE (Cl) Max.....7.50%

\*2.10% Slowly Available Urea Nitrogen from Polymer Coated Urea.

**ROTARY SPREADER SETTINGS:** Apply LESCO Fertilizers and Combination Products only with a rotary spreader. The following rotary spreader settings are approximate for the application rates of one pound of phosphate per 1,000 square feet. You may need to adjust the setting depending on walking speed, spreader condition and product. An extended Spreader Setting listing can be found at [www.lesco.com](http://www.lesco.com).

ROTARY SPREADER	SETTINGS
LESCO – All Rotary Models	#16
PermaGreen	16
Cyclone®/ Spyker® /Z-Spray	4½
Vicon (LESCO Pendulum)	30
Lely®	4½ II

In Virginia this lawn/turf fertilizer contains phosphorus and is only for nonagricultural use on (i) turf during its first growing season, (ii) on turf areas being repaired or renovated, and (iii) on turf where a soil test performed within the last 3 years indicates a phosphorus deficiency. This fertilizer is not for the routine maintenance of turf.



### WARNING

Harmful if inhaled. Eye and skin irritant. Avoid breathing dust. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

**CONDITION OF SALE AND LIMITATION OF WARRANTY AND LIABILITY**  
NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully, and completely. It is impossible to eliminate all risks inherently associated with the use of this product. Buyer and/or User assumes all risks of ineffectiveness or other unintended consequences or damages that may result from conditions outside or beyond the control of LESCO, Inc., including but not limited to such factors as manner of use or application, weather or weather conditions outside the range considered normal at the application site or for the time period in which the product is applied, the presence of other materials, incompatible products, or other influencing factors which are beyond the control of LESCO, Inc.. All such risks shall be assumed by Buyer and/or User, and Buyer and/or User agrees to hold LESCO, Inc. harmless for any claims relating to such factors.

LESCO, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with the Directions for Use under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of LESCO, Inc. and Buyer and/or User assumes the risk of any such use.

LESCO, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

THE EXCLUSIVE REMEDY OF THE BUYER AND/OR USER AND THE EXCLUSIVE LIABILITY OF LESCO, INC. FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF LESCO, INC. REPLACEMENT OF THE PRODUCT, OR IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY. IN NO EVENT SHALL LESCO, INC., BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. LESCO, Inc. offers this product, and Buyer and/or User accepts it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of LESCO, Inc.

Information concerning the raw materials composing this product can be obtained by writing to: LESCO, Inc., Attn: RA Dept, 1385 East 36th Street, Cleveland, Ohio 44114-4114, referring to the item number found on this bag.

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.aapico.org/metals.htm>.

Poly Plus® OPTI™ is comprised of Polymer Coated Urea. LESCO is a registered trademark and the sweeping design is a trademark of LESCO Technologies, LLC. SCOTTS is a registered trademark of The SCOTT Company. Cyclone and Spyker are registered trademarks of Spyker Spreaders, LLC. Lely is a registered trademark of C Van Der Lely N.V.

Der Lely N.V. OPTI™ is a registered trademark of Turf Care Supply Corp. N:\Regulatory\WP\Regul Private\Mstr\LBL\_ERIEVIEW\ADDRESS\Landscape Style Master Lbls\Fertilizer Labels

Rev. 8/11/20 VT

510154

PPO

F1560

Net Weight 50 lb (22.7 kg)

Manufactured for: LESCO, Inc.  
1385 East 36th Street  
Cleveland, OH 44114-4114



**AUSTINVILLE LIMESTONE CO. INC.**

223 Newtown Church Road Austinville Va 24312

800-289-5963

*Product Analysis*

**Pelletized Dolomitic Limestone**

Also sold as: Pelletized LawnLime and Pro Pellets

	<b>Minimum Guaranteed</b>
<b>SCREEN ANALYSIS</b> (before pelletizing)	<b>% Passing</b>
10 mesh	100%
20 mesh	95%
40 mesh	90%
50 mesh	85%
60 mesh	80%
100 mesh	70%
200 Mesh	60%
<b>CHEMICAL ANALYSIS</b>	<b>Content by Weight</b>
Calcium (Ca)	21.5%
Magnesium (Mg)	11.0%
Calcium Oxide (CaO)	30.0%
Magnesium Oxide (MgO)	18.0%
Calcium Carbonate (CaCO <sub>3</sub> )	54.0%
Magnesium Carbonate (MgCO <sub>3</sub> )	38.0%
Calcium Carbonate Equivalent (CCE)	99.0%
Effective Neutralizing Power (ENP)	1768 lbs. per ton
Effective Neutralizing Value (ENV)	83.0%
Total Neutralizing Power (TNP)	99.0%
Relative Neutralizing Value (RNV)	92.0%
This product requires 1814 lbs. to equal one ton of standard liming material (with CCE of 90%).	
Agricultural Liming Materials Classification	Fine Pulverized
CAS# 16389-88-1	
Moisture Content	<1%

This product is duly registered for sale with the Virginia Department of Agriculture and Consumer Services, meeting all minimum standards as set forth and prescribed by that department and the Code of Virginia.

# Specimen Label



# Snapshot\* 2.5 TG

## Specialty Herbicide

\*Trademark of Dow AgroSciences LLC

A selective preemergence herbicide for control of certain broadleaf weeds and annual grasses in:

- Landscape Ornamentals
- Christmas Tree Plantations
- Container Grown Ornamentals
- Field Grown Ornamentals
- Ground Covers / Perennials
- Non-bearing Fruit and Nut Trees
- Non-bearing Vineyards
- Non-cropland

### Active Ingredients:

trifluralin: $\alpha, \alpha, \alpha$ -trifluoro-2,6-dinitro- <i>N</i> , <i>N</i> -dipropyl- <i>p</i> -toluidine .....	2.0%
isoxaben: <i>N</i> -[3-(1-ethyl-1-methylpropyl)-5- isoxazolyl]-2,6-dimethoxybenzamide and isomers.....	0.5%
Inert Ingredients .....	97.5%
Total .....	100.0%

Contains 1.25 pounds active ingredient per 50 pound bag.

U.S. Patents 4,636,243 and 5,086,184.

EPA Reg. No. 62719-175

Keep Out of Reach of Children

## CAUTION PRECAUTION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

### Precautionary Statements

Hazards to Humans and Domestic Animals

Causes Moderate Eye Irritation • Harmful If Swallowed Or Inhaled • Prolonged Or Frequently Repeated Skin Contact May Cause Allergic Reaction In Some Individuals

Avoid breathing dust or spray mist and contact with eyes or clothing. Wash thoroughly with soap and water after handling.

### Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

### Engineering Controls

When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

### User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Users should remove PPE immediately after handling this product. As soon as possible, wash thoroughly and change into clean clothing.

### First Aid

**If in eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a Poison Control Center or doctor for treatment advice.

**If swallowed:** Call a Poison Control Center or doctor immediately for treatment advice. Have a person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a Poison Control Center or doctor. Do not give anything by mouth to an unconscious person.

**If inhaled:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a Poison Control Center or doctor for further treatment advice.

Have the product container or label with you when calling a Poison Control Center or doctor or going for treatment. You may also contact 1-800-992-5994 for emergency medical treatment information.

### Environmental Hazards

This pesticide is extremely toxic to freshwater marine, and estuarine fish and aquatic invertebrates including shrimp and oyster. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not apply in a manner which will directly expose canals, lakes, streams, ponds, marshes or estuaries to aerial drift. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

**Notice:** Read the entire label. Use only according to label directions.

**Before using this product, read Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies elsewhere on this label. If terms are unacceptable, return at once unopened.**



CLICK HERE TO JUMP TO USE DIRECTIONS



# TRIMEC® SOUTHERN

BROADLEAF HERBICIDE FOR SENSITIVE SOUTHERN GRASSES

*Bermudagrass, Bentgrass, Bluegrass,  
Fescue, Zoysiagrass, Centipedegrass  
& St. Augustinegrass*



### ACTIVE INGREDIENTS:

Dimethylamine salt of (+)-(R)-2-(2-methyl-4-chlorophenoxy) propionic acid	17.37%
Dimethylamine salt of 2,4-dichlorophenoxyacetic acid	18.74%
Dimethylamine salt of dicamba (3,6-dichloro-o-anisic acid)	3.85%
<b>INERT INGREDIENTS:</b>	<b>60.04%</b>
<b>TOTAL 100.00%</b>	

### THIS PRODUCT CONTAINS:

1.32 lbs. (+)-(R)-2-(2-methyl-4-chlorophenoxy) propionic acid equivalent per gallon or 14.35%.

1.44 lbs. 2,4-dichlorophenoxyacetic acid equivalent per gallon or 15.57%.

0.30 lb. 3,6-dichloro-o-anisic acid equivalent per gallon or 3.20%.

Isomer Specific by AOAC Methods.

Contains the single isomer form of Mecoprop-p.

TRIMEC® is a registered trademark of PBI/Gordon Corporation.

**KEEP OUT OF REACH OF CHILDREN**  
**DANGER**

See below for additional Precautionary Statements and First Aid.

**KEEP FROM FREEZING**



**READ THE ENTIRE LABEL FIRST.  
OBSERVE ALL PRECAUTIONS AND  
FOLLOW DIRECTIONS CAREFULLY.**

## PRECAUTIONARY STATEMENTS

### Hazards to Humans & Domestic Animals

**DANGER:** Corrosive. Causes damage to eyes. Do not get into eyes, on skin or clothing. Harmful if swallowed or inhaled. Avoid exposure to spray mist. Wear face shield or goggles when mixing, loading or applying this product. When mixing, loading or applying this product, wear long-sleeved shirt, long pants, socks, shoes, chemical-resistant gloves and eye protection. It is recommended that safety glasses include front, brow and temple protection.

After using this product, rinse gloves before removing, remove clothing and launder separately before reuse, and promptly and thoroughly wash hands and exposed skin with soap and water. Remove saturated clothing as soon as possible and shower.

### Engineering Control Statements:

**Containers over 1 gallon and less than 5 gallons:** Persons engaged in open pouring of this product must also wear coveralls or a chemical-resistant apron.

**Containers over 5 gallons or more:** Do not open-pour product from this container. A mechanical system (such as a probe and pump or spigot) must be used for transferring the contents of this container. If the contents of a non-refillable pesticide container are emptied, the probe must be rinsed before removal.

## FIRST AID

<b>If in eyes:</b>	<ul style="list-style-type: none"> <li>Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If swallowed:</b>	<ul style="list-style-type: none"> <li>Call a poison control center or doctor immediately for treatment advice.</li> <li>Have person sip a glass of water if able to swallow.</li> <li>Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>Do not give anything by mouth to an unconscious person.</li> </ul>
<b>If inhaled:</b>	<ul style="list-style-type: none"> <li>Move person to fresh air.</li> <li>If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth if possible.</li> <li>Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"> <li>Take off contaminated clothing.</li> <li>Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>Call a poison control center or doctor for treatment advice.</li> </ul>
<p>Have the product container or label with you when calling a poison control center or doctor or going for treatment. For additional information in case of emergency, call toll free 1-877-800-5556.</p>	

**ENVIRONMENTAL HAZARDS:** This product is toxic to aquatic invertebrates. Drift or runoff may adversely affect aquatic invertebrates and nontarget plants. For terrestrial uses, do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater. When cleaning equipment, do not pour the washwater on the ground; spray or drain over a large area away from wells and other water sources. Do not apply when weather conditions favor drift from target area.

Most cases of groundwater contamination involving phenoxy herbicides such as 2,4-D and MCP-p have been associated with mixing/loading and disposal sites. Caution should be exercised when handling 2,4-D and MCP-p pesticides at such sites to prevent contamination of groundwater supplies. Use of closed systems for mixing or transferring this pesticide will reduce the probability of spills. Placement of the mixing/loading equipment on an impervious pad to contain spills will help prevent groundwater contamination.

## DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not allow people (other than applicator) or pets on treatment area during application. Do not enter treatment area until spray has dried or dust has settled.

For use on residential and other turf sites excluding sod farms.

## STORAGE & DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

**STORAGE:** Store in original container in a locked storage area inaccessible to children and domestic animals. Keep from freezing.

**PESTICIDE DISPOSAL:** Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law and may contaminate groundwater. If these wastes cannot be disposed of by use according to label instructions, contact your state Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

**CONTAINER DISPOSAL: Plastic containers:** Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. **Metal containers:** Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Not all products listed are available for purchase or authorized for use in every state. In addition, some states, counties and cities may require special licensing and training to sell, purchase or apply some of the products presented in this product literature. It is the responsibility of the distributor, retailer or professional applicator to verify, before product sale/purchase, that the product is approved for the use intended in their state, county and city.



# ORNAMEC<sup>®</sup>

## OVER-THE-TOP<sup>\*</sup> GRASS HERBICIDE

**Controls Grass in Ornamentals, Nurseries & Landscaping.**

*\*See label directions for species not to be sprayed over-the-top.*

**ACTIVE INGREDIENT:**

Fluazifop-P-butyl: Butyl(R)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate ..... 6.75%

**INERT INGREDIENTS:** ..... 93.25%

TOTAL 100.00%

\*Contains 0.50 pound (+) isomer (fluazifop-P-butyl) per gallon.  
Contains petroleum distillates, xylene or xylene range aromatic solvent.

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**



**READ THE ENTIRE LABEL FIRST.  
OBSERVE ALL PRECAUTIONS AND  
FOLLOW DIRECTIONS CAREFULLY.**

**PRECAUTIONARY STATEMENTS**

**Hazards to Humans & Domestic Animals**

**CAUTION:** Harmful if swallowed or absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or on clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

**FIRST AID**

<b>If in eyes:</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If swallowed:</b>	<ul style="list-style-type: none"> <li>• Immediately call a poison control center or doctor.</li> <li>• Do not induce vomiting unless told to do so by the poison control center or doctor.</li> <li>• Do not give any liquid to the person.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>

(cont. on next column)

**FIRST AID (continued)**

<b>If inhaled:</b>	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
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Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-877-800-5556 for emergency medical treatment advice.

**Note to Physician:** Contains petroleum distillate – vomiting may cause aspiration pneumonia.

**Personal Protective Equipment (PPE):**

Some materials that are chemical-resistant to this product are made of barrier laminate or viton. If you want more options, follow the instructions for category G on an EPA chemical resistance category selection chart.

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants,
- shoes and socks, and
- chemical-resistant gloves

**User Safety Requirements**

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

**User Safety Recommendations**

- Users should wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Users should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

**Environmental Hazards**

This product is toxic to fish. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater. Do not apply when weather conditions favor drift from target area.

**Physical and Chemical Hazards**

Do not use or store near heat or open flame.

**DIRECTIONS FOR USE**

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

This labeling must be in the possession of the user at the time of application.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

**AGRICULTURAL USE REQUIREMENTS**

Use this product only in accordance with its labeling and with the Worker Protection Standard 40 CFR part 170.

This standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 4 hours.

For early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, wear: coveralls, chemical resistant gloves such as barrier laminate, nitrile rubber, neoprene rubber, or Viton, and shoes plus socks.

# SEDGEHAMMER™

## TURF HERBICIDE

**SEDGEHAMMER is a selective herbicide for the control of nutsedge and other weeds in turfgrass and landscaped areas**

<b>ACTIVE INGREDIENT:</b> * Halosulfuron-methyl .....	% by Wt. 75.0%
<b>OTHER INGREDIENTS:</b> .....	25.0%
	<b>Total:</b> 100.0%

Read the entire label before using this product. Use only according to label instructions. Read "NOTICE OF CONDITIONS OF SALE AND WARRANTY AND LIABILITY LIMITATIONS" before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. GOWAN DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION. SEE INDIVIDUAL CONTAINER LABEL FOR REPACKAGING LIMITATIONS.

### KEEP OUT OF REACH OF CHILDREN

## CAUTION

FIRST AID	
<b>IF IN EYES</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after 5 minutes, then continue rinsing eye.</li> <li>• Call poison control center or physician for treatment advice.</li> </ul>
<b>IF SWALLOWED</b>	<ul style="list-style-type: none"> <li>• Call poison control center or physician immediately for treatment advice.</li> <li>• Remove visible particles from mouth.</li> <li>• Have person rinse mouth thoroughly with water, spit out rinse water.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by the poison control center or doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
<ul style="list-style-type: none"> <li>• Have the product container or label with you when calling a poison control center or physician, or going for treatment.</li> <li>• <b>FOR MEDICAL EMERGENCIES INVOLVING THIS PRODUCT, CALL TOLL FREE 1-888-478-0798.</b></li> <li>• This product is identified as SEDGEHAMMER Turf Herbicide, EPA Reg. No. 81880-1-10163.</li> </ul>	

#### PRECAUTIONARY STATEMENTS

#### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

#### CAUTION

CAUSES MODERATE EYE IRRITATION. HARMFUL IF SWALLOWED. Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling.

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

**Applicators and other handlers must wear:**

- long-sleeved shirt and long pants
- shoes plus socks.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

When handlers use closed systems, or enclosed cabs, or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

#### USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

**NET CONTENTS \_\_\_ OUNCES**

EPA Reg. No. 81880-1-10163  
EPA Est. No. 065387-AR-003



Distributed by:  
Gowan Company  
P.O. Box 5569  
Yuma, AZ 85366-5569



# Safari®

## 20 SG INSECTICIDE



**FOR FOLIAR AND SYSTEMIC INSECT CONTROL IN ORNAMENTAL PLANTS, VEGETABLE TRANSPLANTS IN ENCLOSED STRUCTURES.**

**For Greenhouse, Nursery, Interior Plantscape and Outdoor Landscape Use Only**

Active Ingredient:

Dinotefuran, [N-methyl-N'-nitro-N''-(tetrahydro-3-furanyl)methyl] guanidine] . . . .	20%
Other Ingredients . . . . .	80%
Total . . . . .	100%

EPA Reg. No. 86203-11-59639 EPA Est. 67545-AZ-01

### KEEP OUT OF REACH OF CHILDREN CAUTION

SEE BELOW FOR ADDITIONAL  
PRECAUTIONARY STATEMENTS.

#### FIRST AID

**If on skin or clothing:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for further treatment advice.

**If swallowed:** Call poison control center or doctor immediately for treatment advice. Do not induce vomiting unless told to do so by the poison control center or doctor.

Have person sip a glass of water if able to swallow.

Do not give anything by mouth to an unconscious person.

**If in eyes:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for further treatment advice.

(continued)

#### FIRST AID (continued)

**If inhaled:**

Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible.

Call a poison control center or doctor for further treatment advice.

#### HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact **1-800-892-0099** for emergency medical treatment information.

### PRECAUTIONARY STATEMENTS:

#### HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION

Harmful if swallowed or absorbed through skin. Causes moderate eye irritation. Do not allow contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse.

### PERSONAL PROTECTIVE EQUIPMENT

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of any waterproof material such as polyethylene or polyvinyl chloride
- Shoes plus socks

#### USER SAFETY REQUIREMENTS

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions exist for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

#### USER SAFETY RECOMMENDATIONS

**Users should:**

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

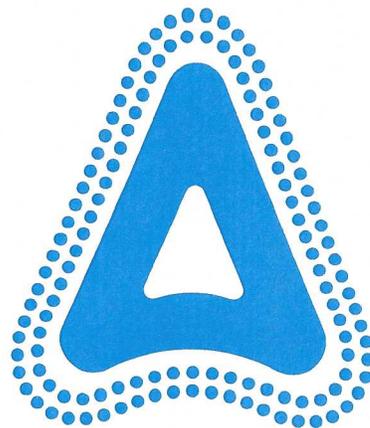
### ENVIRONMENTAL HAZARDS

This pesticide is toxic to shrimp. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not apply when weather conditions favor drift from treated areas. Drift and runoff from treated areas may be hazardous to aquatic organisms in water adjacent to treated areas. Do not dispose equipment washwaters or rinsate into a natural drain or water body.

**QUALI-PRO**<sup>®</sup>

GROUP 3 FUNGICIDE

# TEBUCONAZOLE 3.6



Foliar Fungicide

**ACTIVE INGREDIENT:**

Tebuconazole:

alpha-[2-(4-chlorophenyl)ethyl]-

alpha-(1,1-dimethylethyl)

-1*H*-1,2,4-triazole-1-ethanol ..... 38.7%

**OTHER INGREDIENTS:** ..... 61.3%

**TOTAL:** ..... 100.0%

Contains 3.6 pounds Tebuconazole per gallon

**KEEP OUT OF REACH OF CHILDREN  
CAUTION/  
PRECAUCION**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted detalle.  
(If you do not understand the label, find someone to explain it to you in detail.)

See Inside Booklet for Additional Precautionary Statements.

EPA Reg. No. 66222-117

EPA Est. No. 37429-GA-001<sup>BT</sup>;37429-GA-002<sup>BO</sup>

Letter(s) in lot number correspond(s) to superscript in EPA Est. No

**NET CONTENTS:  
1 GALLON**



Manufactured for:

Makhteshim Agan of North America, Inc. (d/b/a ADAMA)

3120 Highwoods Blvd., Suite 100

Raleigh, NC 27604

GROUP M5 FUNGICIDE



## Flowable Fungicide

For control of turf and ornamental diseases

For control of diseases of apricot, cherry (sweet and tart), nectarine, peach, plum and prune trees

**Active Ingredient:**

Chlorothalonil (tetrachloroisophthalonitrile) . . . . . 54.0%

**Other Ingredients:** 46.0%

**Total:** 100.0%

Daconil Weatherstik® Flowable Fungicide is formulated as a suspension concentrate (SC) and contains 6.0 pounds chlorothalonil per gallon.

**KEEP OUT OF REACH OF CHILDREN.**

## CAUTION

See additional precautionary statements and directions for use inside booklet.

EPA Reg. No. 100-1695

EPA Est. No. 086555-MO-001

SCP 1695A-L1 0321

# 2.5 gallons

Net Contents



FIRST AID	
<b>If on skin or clothing</b>	<ul style="list-style-type: none"> <li>Take off contaminated clothing.</li> <li>Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If inhaled</b>	<ul style="list-style-type: none"> <li>Move person to fresh air.</li> <li>If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth to mouth if possible.</li> <li>Call a poison control center or doctor for further treatment advice.</li> </ul>
<b>If swallowed</b>	<ul style="list-style-type: none"> <li>Call a poison control center or doctor immediately for treatment advice.</li> <li>Have person sip a glass of water if able to swallow.</li> <li>Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>Do not give anything by mouth to an unconscious person.</li> </ul>
<b>If in eyes</b>	<ul style="list-style-type: none"> <li>Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>Call a poison control center or doctor for treatment advice.</li> </ul>
<b>NOTE TO PHYSICIAN</b>	
Persons suffering with temporary allergic skin reactions may respond to treatment with oral antihistamines and topical or oral steroids.	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	
<b>HOTLINE NUMBER</b>	
For 24-Hour Medical Emergency Assistance (Human or Animal) or Chemical Emergency Assistance (Spill, Leak, Fire, or Accident), Call <b>1-800-888-8372</b>	

## PRECAUTIONARY STATEMENTS

**Hazards to Humans and Domestic Animals**  
**CAUTION**

Harmful if absorbed through skin. Harmful if inhaled. Harmful if swallowed. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Wear long-sleeved shirt and long pants, socks, shoes and chemical-resistant gloves. Remove and wash contaminated clothing before reuse. Avoid breathing spray mist. Avoid contact with eyes or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

**Personal Protective Equipment (PPE)**

**Mixers, Loaders, Applicators and all other handlers must wear:**

- long-sleeved shirt and long pants
- waterproof gloves
- shoes plus socks

In addition, Applicators and Handlers in enclosed areas such as a greenhouse must wear:

NIOSH approved dust/mist filtering respirator (MSHA/NIOSH approval prefix TC-21C) or a NIOSH approved respirator with any N, R, P or HE filter.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

**Engineering Control Statements**

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

<p><b>User Safety Recommendations</b></p> <p><b>Users should:</b></p> <ul style="list-style-type: none"> <li>• Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.</li> <li>• Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.</li> <li>• Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.</li> </ul>
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continued...



# 4 Flowable Mancozeb

## BROAD SPECTRUM FUNGICIDE

Group	M3	FUNGICIDE
Active Ingredients		
mancozeb †: A coordination product of zinc ion and manganese ethylene bisdithiocarbamate:	37.0%	<b>SHAKE WELL BEFORE USE:</b> Grasp container by handle and mix contents with a twisting motion followed by inverting. Repeat this action 5 to 10 times to ensure product is completely resuspended.
In which the ingredients are:		
Manganese**	7.4%	
Zinc**	0.9%	
Ethylene bisdithiocarbamate ion (C <sub>2</sub> H <sub>4</sub> N <sub>2</sub> S <sub>2</sub> )	28.7%	
Other Ingredients	63.0%	
Total	100.0%	
† Equivalent to 4 lb active ingredient per gallon		

### Keep Out of Reach of Children

**Agricultural Use Requirements**  
 Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. Refer to the label booklet under "Agricultural Use Requirements" in the Directions for Use section for information about this standard.

**Refer to page 1 of this label booklet for Directions for Use.**  
**Notice:** Read the entire label. Use only according to label directions. **Before using this product, read Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies at end of label booklet. If terms are unacceptable, return at once unopened.**  
 In case of emergency endangering health or the environment involving this product, call 1-800-992-5994.  
 Agricultural Chemical: Do not ship or store with food, feeds, drugs or clothing.



#00260217

NET CONTENTS: 2.5 GAL (9.46 L)

EPA Reg. No. 62719-396-10404

MADE IN COLOMBIA

EPA Est. 66728-GA-001  
20029049 1910

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TM

**From:** [Brownlee, Grace](#)  
**To:** [Kenneth Manahan \(kmanaha2\)](#)  
**Subject:** RE: University of Mary Washington RFP #UCPUMW 22-1403 - Proposal Question #1 - SiteOne  
**Date:** Thursday, July 7, 2022 6:09:32 PM  
**Attachments:** [image002.png](#)

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Good afternoon,

The Gowan – Sedgehammer is sold in a 1.33 oz container priced at \$67.06 each since your request was for 1 Qt. the price of 67.06 was multiplied by 24.06 (32 oz. /1.33 oz.), then  $24.06 * \$67.06 = \$1613.46$  per quart.

We do not carry a larger size of this product.  
Let me know if I may be of any further assistance.

Thank you,

*Grace Brownlee*

Bids Representative  
SiteOne Landscape Supply  
1385 East 36<sup>th</sup> St.  
Cleveland, Ohio 44114



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**From:** Kenneth Manahan (kmanaha2) <[kmanaha2@umw.edu](mailto:kmanaha2@umw.edu)>  
**Sent:** Wednesday, July 6, 2022 1:36 PM  
**To:** bids <[bids@siteone.com](mailto:bids@siteone.com)>  
**Subject:** [EXTERNAL] University of Mary Washington RFP #UCPUMW 22-1403 - Proposal Question #1 - SiteOne  
**Importance:** High

Good afternoon,  
***requested***

***Confirmation of receipt is***

The University of Mary Washington thanks you for your proposal submitted in response to solicitation #UCPUMW 22-1403 for Landscape Supplies. In the pricing section of your proposal, under Herbicides, the proposed unit price for the Gowan - SedgeHammer is \$1,613.46 per Quart, with a minimum purchase of 1.33 oz Container. Please confirm the unit price of \$1,613.46 per quart is correct.

Your response is requested no later than 2:00 p.m., Thursday, July 8 .

Regards,

Ken

Ken Manahan, CPCM  
Contract Officer  
University of Mary Washington  
[kmanaha2@umw.edu](mailto:kmanaha2@umw.edu)  
(540) 654-1382

*University of*  
**Mary Washington**  
Procurement Services

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** May 27, 2022

**RFP NUMBER & TITLE:** UCPUMW 22-1403, Grass Seed & Fertilizer

**PROPOSAL DUE DATE & TIME:** 2:00 p.m., June 30, 2022  
**NOTE: Proposals received after the due date and time cannot be accepted.**

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
Procurement Services /Reference RFP #UCPUMW 22-1403  
Eagle Village Executive Offices, Suite 480  
1125 Emancipation Highway., Fredericksburg, VA 22401

**WORK LOCATION:**  All Campuses  Fredericksburg  Stafford  Dahlgren

**COMMODITY CODE(S):** 33500, 67585, 67590, 79002, 79020, 33540, 33504, 67540, 67545

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A **DATE & TIME:**

**PRE-PROPOSAL LOCATION:** N/A

**CONTRACT OFFICER:** Kenneth Manahan **EMAIL:** kmanaha2@umw.edu

**PERIOD OF CONTRACT:** October 3, 2022 through October 2, 2023 with 4, one year renewal options.

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In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

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**THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL**

Name of Offering Firm: \_\_\_\_\_

Address of Offering Firm: \_\_\_\_\_

[DSBSD](#) Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

eVA ID: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Website: \_\_\_\_\_ Fax: \_\_\_\_\_

Submitted By (Print Name & Title): \_\_\_\_\_

Signature (In Ink): \_\_\_\_\_ Date: \_\_\_\_\_

**SEALED REQUEST FOR PROPOSALS (RFP)**

- I. **QUESTIONS/INQUIRIES:** All inquiries for information, including questions, should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after 2:00 p.m. June 2, 2022.
- II. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein may be submitted by Offering firms in one of two ways:
- A. **Electronic Online Response via eVA (Preferred):**
    - 1. The Offeror may submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO). The proposal must be uploaded prior to the proposal due date and time specified on page 1 of this solicitation.
  - B. **Physically delivered to the Procurement Officer:**
    - 1. Proposals must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. It is the responsibility of the Offeror to ensure that the proposal is received on time.
    - 2. The Offeror shall contact the Contract Officer listed on Page 1 to schedule a date/time to hand-deliver the proposal if they intend to submit a response to this proposal.
    - 3. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
    - 4. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
- III. **ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.
- IV. **INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: [www.umw.edu](http://www.umw.edu) or (540) 654-2424.
- V. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts.php> will be used to house relevant procurement documents, including winning offeror's proposal.

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

**I. PURPOSE:**

The University of Mary Washington ('UMW' or 'the University') is soliciting bids from qualified Contractors in order to establish a contract with one vendor to provide perennial rye varieties for over seeding Bermuda grass turf on an as-needed basis. All varieties of rye grass shall be on the current Virginia/Maryland National Turfgrass Evaluation Program (NTEP) recommendations lists. The 2021-2022 Virginia Turfgrass Variety Recommendations list can be found here: <https://www.sites.ext.vt.edu/newsletter-archive/turfgrass/2021-2022.pdf> The perennial rye over seeding will be used for the Athletic Fields at the University of Mary Washington Fredericksburg Campus. The University will be responsible for spreading the seed. Also included within the contract is a requirement for Tall Fescue (the types shall also be on the NTEP list), various fertilizers, herbicides, insecticides, fungicides, and soil ph (lime and organic soil acidifier).

**II. ORGANIZATION OVERVIEW:**

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: <http://www.umw.edu/about/>.

**III. BACKGROUND:**

The University of Mary Washington uses approximately 6,000 pounds of Rye seed a year. The rye over seeding must be done in two applications; one in early September and the other in early October at the rate of about 3,000 pounds per application. All of the outdoor athletic fields are a variety of Bermuda grass which goes dormant when the weather cools and days shorten in fall and winter months. Rye grass is a cool weather grass that helps protect the root system of the Bermuda grass during its dormancy. Without the Rye grass, the fields would be decimated during the fall to spring time frame. When the weather get hotter, the Bermuda grass re-establishes itself and the Rye grass must be killed to allow the Bermuda grass to thrive. This process continues from year to year. The University's estimated annual needs for the Rye and Tall Fescue grass seed and various other products is provided below. These amounts are not guaranteed and may fluctuate annually:

DESCRIPTION	Estimated Annual Requirements	DESCRIPTION	Estimated Annual Requirements
<b>GRASS SEED</b>		<b>INSECTICIDES</b>	
Perennial Rye Grass Seed		Bonide Systemic Insect Control	2 Gallons
Tall Fescue Blend (Fall Application)	2,300 lbs.	Tree & Shrub Insect Control with Safari 2G	35 lbs.
Tall Fescue Blend (Spring Application)	2,300 lbs.	<b>FUNGICIDE</b>	
<b>FERTILIZER</b>		Agri-Fos	1 Quart
25-2-5	8,300 lbs.	Quali-Pro Tebuconazole	1 Gallon
10-2-5	12,200 lbs.	Daconil Weather Stik	1 Gallon
10-20-10	7,000 lbs.	Mancozeb	1 Gallon
Biological & Sprayable Fertilizer	Not Available	<b>GROWTH REGULATOR</b>	
Soil Amendments	Not Available	T-Nex Growth Regulator	Not Available
Organic Granular Fertilizer	Not Available	<b>SOIL PH</b>	

<b>HERBICIDES</b>		Dolomitic Lime	43,000 lbs.
Snapshot 2.5 TG	1,500 lbs.	Espoma Organic Soil Acidfier	210 lbs.
Round-Up	40 Gallons	<b>SOIL AMENDMENTS</b>	
Trimec Southern	1 Gallon	Compost	Not Available
Ornamec	1 Quart	Aged Manure	Not Available
SedgeHammer	1 Quart	Sand	Not Available
Speedzone	Not Available	Peat Moss	Not Available
Ronstar Flo	Not Available	Organic Granular Fertilizer – List various types and pricing.	Not Available
Hydra-Tonik	Not Available		
Ranger Pro	Not Available		
Specticle Total	Not Available		
Monument	Not Available		

**IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES: (This clause shall be incorporated into the final Contract.)**

- A. 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 (copy available at <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.
- C. UMW 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 UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

**V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:**

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

**VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

- A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:
  - 1. Proposal Requirements - The University reserves the right to:

- accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
- waive minor informalities,
- issue a lowered evaluation of the proposal for failure to submit all information requested,
- negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act “FOIA” requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

**The designating of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as redacted, the proposal will be rejected.

3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*

4. Number of Proposals Required:
  - a. If submitting an electronic response via eVA: One (1) electronic version of the proposal is required and one (1) electronic version clearly marked “Redacted Copy” must be submitted if required by the vendor.
  - b. If delivering in person: One (1) printed original and one (1) electronic media version (Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password, or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by the vendor. Proposals should be prepared simply and economically with the ability to be recycled, held together strongly and bound in a single volume where practicable by staples, binder clips, or in a three-ringed binder, and dual-sided printed where practical.

5. **Limited Contact:** To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.

B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items/information within the proposal:

1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
3. Include within the Offeror's proposal the following:
4. Identify Offeror's business locations nearest to the University of Mary Washington's Fredericksburg, VA campus.
5. Include the Offeror's average delivery time for grass seed once the order is received.
6. Include Offeror's average delivery time for all other products.
7. Identify any products listed in the Attachment A Pricing Table that Offeror is unable to provide.
8. Offeror shall include a statement in the proposal if all products can be provided.
9. Complete and include Attachment A, Pricing within Offeror's proposal. Offeror shall complete the pricing table for the items specified. For the "Minimum Required Quantity/Volume" column, identify the minimum weight or volume that must be purchased. For example, if the minimum volume of the item is sold is 1.25 gallons, on which the unit price is based, the 1.25 gallons shall be entered in the column. The brand name on which the unit price is based shall be specified in the last column.
10. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
11. Any other information the Offeror believes will help the University evaluate its proposal.

Please review Attachment D, Proposal Submission Checklist, attached to this RFP prior to submission.

**VII. STATEMENT OF NEEDS:** The Contractor shall provide and deliver, but not be limited to, the following as required by the University:

A. Grass Seed

1. Perennial Rye Seed – Blue tag certified two/three way blend of persistent perennial rye varieties for over seeding Bermuda turf.
  - a. All varieties shall be on the current Virginia/Maryland National Turfgrass Evaluation Program (NTEP) recommendation lists. The University is seeking items within "category one" on the Virginia/Maryland list and items with high rankings on the NTEP recommendation list in these categories of strong color, high wear, cold tolerance and disease resistant rye grass varieties. The seed must have a test date of 2016. The seed must have a minimum of 85% germination, be Poa annua free, 0% weeds and 0% other crop.
  - b. Material shall be bagged and labeled in quantities no greater than 50 pounds and no less than 40 pounds. All bags shall be intact and show no signs of water or other damage. Bidder must include a copy of the tag, names and percentages of varieties within the bid information.
  - c. Contractor shall be responsible for delivering the bags of Rye Seed specified above. The University will spread the seed.
2. Tall Fescue (TTTF) grass seed.
3. All varieties of rye grass shall be on the current Virginia/Maryland National Turfgrass Evaluation Program (NTEP) recommendations lists. The 2021-2022 Virginia Turfgrass Variety Recommendations list can be found here: <https://www.sites.ext.vt.edu/newsletter-archive/turfgrass/2021-2022.pdf>

- B. Fertilizer – The University current needs for fertilizer consists of following types: 1) Organic Granular, Biological & Sprayable, and Soil Amendments. The University reserves the right to order other types of fertilizer as needs arise.
- C. Herbicides, insecticides, fungicides, and soil ph (lime and organic soil acidifier).

**VIII. CONTRACT ADMINISTRATION:**

- A. The Director of Athletic Facilities or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University’s Procurement Services department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods and shall decide all other questions in connection with the goods. The Contract Administrator shall not have authority to approve changes in the goods which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University’s Procurement Services Department through a written two-party modification to the contract.

**IX. EVALUATION AND AWARD CRITERIA**

- A. Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Capability: Ability to deliver the ordered items.	55
Pricing:	
• Reasonableness of the unit pricing of the Perennial Rye and Tall Fescue grass seed.	30
• Reasonableness of the unit pricing for the herbicides, insecticides, fungicides, and soil ph (lime and organic soil acidifier).	10
Small Business Subcontracting Plan	5
Total	100

**X. GENERAL TERMS AND CONDITIONS:**

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:

[https://adminfinance.umw.edu/procurement/files/2020/10/UMW-Mandatory-General-Terms-and-Conditions-v2\\_newlogo.pdf](https://adminfinance.umw.edu/procurement/files/2020/10/UMW-Mandatory-General-Terms-and-Conditions-v2_newlogo.pdf)

**XI. SPECIAL TERMS AND CONDITIONS:**

A. SOLICITATION:

1. ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
2. ADVERTISING TO THE GENERAL PUBLIC: In the event a contract is awarded for services resulting from this bid, no indication of such services to the University of Mary Washington will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
3. AWARD – RFP: Selection may be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for

Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, 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. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:

- a. a separate award of each item,
  - b. an award of a group of items,
  - c. an award either in whole or in part,
  - d. a single award, or
  - e. a multiple award
4. **CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.
5. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:**  
It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

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

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

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

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

7. IDENTIFICATION OF PROPOSAL ENVELOPE:  
For hand delivered proposal submissions, the signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the bidder/offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

Name of Offeror	Proposal Due Date & Time
UMW RFP Number	UMW RFP Title
Street #/Name or P.O. Box #	City, State and Zip Code

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation

requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

- b. Employer's Liability - \$100,000.
  - c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
9. SAFETY DATA SHEETS: Safety Data Sheets (SDS) and descriptive literature shall be provided with the proposal, in the standard format as required by law, 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 bid/proposal as nonresponsive. SDS must be provided for all chemicals/compounds presented for the life of the contract.
  10. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
  11. PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>
  12. SOLICITATION COMMUNICATIONS: From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.
  13. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**B. CONTRACT:**

1. ADDITIONAL (FUTURE) GOODS & SERVICES: The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
3. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever

is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.

4. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
5. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period, or as otherwise requested within the solicitation.
6. CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
7. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
  - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - b. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
    - c. By mutual agreement between the parties in writing; or
    - d. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - e. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
8. CONTROLLING VERSION: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or

additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
10. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
11. **EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.
12. **FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP:** In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.
14. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/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 bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
15. **NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.
16. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:  
Attn: Procurement Services  
1301 College Avenue  
Fredericksburg, VA 22401

If to the Contractor:  
Attn:  
ADDRESS LINE 1  
ADDRESS LINE 2

17. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials. No price increases will be authorized for one year after the effective date of the contract. Price escalation may be permitted only at the end of this period and each renewal period thereafter and only where verified to the satisfaction of the Procurement office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.
- a. Contractor shall give not less than thirty (30) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:
    - i. Verify that the requested price increase is general in scope and not applicable just to the University
    - ii. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
    - iii. Provide additional information deemed necessary by UMW to assess a price increase.
18. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
19. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
20. RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.
21. RENEWAL OF CONTRACT:  
This contract may be renewed by the University for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the CPI-U "All Items Less Food and Energy" category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the CPI-U "All Items Less Food and Energy" category of the Consumer Price

Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

22. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

23. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

24. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who

either complains about harassment or who participates in any investigation concerning harassment. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

## **XII. METHOD OF PAYMENT:**

The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

- A. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
- B. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
- C. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all invoices must be received at the address provided below and should reference the eVA purchase order and UMW contract numbers. Invoices may also be submitted electronically via email to the University at the following email address: [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu).

University of Mary Washington  
Attention: Accounts Payable  
1301 College Avenue  
Fredericksburg, VA 22401

**ATTACHMENT A – PRICING**

Refer to section VI.B.4 for pricing instructions. Generic versions are acceptable and should be identified in the proposal. Offeror shall specify if prices include or do not include shipping costs. Additional pages to the table may be added if necessary.

DESCRIPTION	PROPOSED UNIT PRICE	UNIT OF MEASURE	MINIMUM REQUIRED QUANTITY/VOLUME IF APPLICABLE	BRAND NAME
<b>GRASS SEED</b>				
Perennial Rye Grass Seed		Per Pound		
Tall Fescue Blend (Fall Application)		Per Pound		
Tall Fescue Blend (Spring Application)		Per Pound		
<b>FERTILIZER</b>				
25-2-5		Per Pound		
10-2-5		Per Pound		
10-20-10		Per Pound		
Biological & Sprayable Fertilizer - List various types and pricing.		Per Gallon		
Organic Granular Fertilizer – List various types and pricing.		Per Pound		
<b>SOIL AMENDMENTS</b>		Per Pound		
Compost		Per Pound		
Aged Manure		Per Pound		
Sand		Per Pound		
Peat Moss		Per Pound		
<b>SOIL PH</b>				
Dolomitic Lime		Per Pound		
Espoma Organic Soil Acidfier		Per Pound		
<b>HERBICIDES</b>				
Snapshot 2.5 TG		Per Pound		
Round-Up		Per Gallon		
Trimec Southern		Per Gallon		
Ornamec		Per Quart		
SedgeHammer		Per Quart		
Speedzone		Per Gallon		
Ronstar Flo		Per Gallon		
Hydra-Tonik		Per Gallon		
Ranger Pro		Per Gallon		
Specticle Total		Per Gallon		
Monument		Per Gallon		
<b>GROWTH REGULATOR</b>				
T-Nex Growth Regulator		Per Gallon		
<b>INSECTICIDES</b>				
Bonide Systemic Insect Control		Per Pint		
Tree & Shrub Insect Control with Safari 2G		Per Gallon		
<b>FUNGICIDE</b>				
Agri-Fos		Per Quart		
Quali-Pro Tebuconazole		Per Gallon		
Daconil Weather Stik		Per Gallon		
Mancozeb		Per Gallon		

**ATTACHMENT B - SMALL BUSINESS SUBCONTRACTING PLAN**

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE**

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

**DEFINITIONS:**

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

**"Small business"** means a business 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 the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

**“Woman-owned business”** means 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 U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

**“Minority-owned business”** means 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. *(Code of Virginia, § 2.2-4310)*

**Bidder Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INSTRUCTIONS:**

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

**ATTACHMENT B (CONT'D)**

**Section A**

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

**Check All That Apply:**  Micro Business  Small Business  Woman-Owned Business  Minority-Owned Business

DSBSD Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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**Section B**

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

**Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
<b>Total Planned Subcontracting Spend (\$)</b>					

ATTACHMENT C - SWAM SUBCONTRACTING SPEND REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE  
<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

UNIVERSITY OF MARY WASHINGTON

Students | Faculty & Staff | Alumni | Give

Administration and Finance

# Procurement Services

Laws, Policies and Procedures | Buyer Resources | SPCC | Technology Purchases | **Vendors** | UMW Supplier Expo

Forms  
DSBSD - SWaM  
Contracts  
Contact Us

QUICK LINKS

Vendor Resources  
Vendor Policies and Guidelines  
Current Bids & Proposals  
**SWaM and Non-SWaM Reporting**  
Vendor Feedback

## SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

**Vendor \***

Please enter the name of the COMPANY

**Contract Number**

Please enter the CONTRACT NUMBER

**Name \***

First

Last

Please enter the SUBMITTER'S first and last name

**Email \***

Please enter the SUBMITTER'S email address

**Select Reporting Method \***

Upload Spreadsheet/Document

Manual Input

Upload Document - Excel or Word only

Manually type information for each sub-contractor

## ATTACHMENT D

### RFP UCPUMW 22-1403 Proposal Submission Checklist

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal MUST be submitted and received on time to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

#### IMPORTANT DATES & REMINDERS

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- No Questions Accepted after 2:00 p.m., June 2, 2022. All Questions must be in writing and directed toward the Procurement Officer for this solicitation: Kenneth Manahan, [kmanaha2@umw.edu](mailto:kmanaha2@umw.edu); 540-654-1382.
- Proposal Due Date: 2:00 p.m., June 30, 2022- Proposals submitted after 2:00 p.m. as indicated by the official Procurement clock will NOT be accepted if the proposal is hand delivered or mailed.
- All hand delivered proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum, and delivered to the address located on the RFP Cover Page. Proposals must be received at the address indicated on the first page of this solicitation no later than 2:00 p.m., June 30, 2022.
- Proposals uploaded to eVA VBO must be completed prior to 2:00 p.m., June 30, 2022.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

#### REQUIRED DOCUMENT SUBMISSION

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Acknowledgement:

**The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

Documents/Information to Submit:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- Electronic Copy of Proposal (Original and Redacted, if required) – accompanied by hard copy submissions
- Description of the Offering firm's history and expertise.
- Identify Offeror's business locations nearest to the University of Mary Washington's Fredericksburg, VA campus.
- Include the Offeror's average delivery time for grass seed once the order is received.
- Include Offeror's average delivery time for all other products.
- Identify any products listed in the Attachment A Pricing Table that Offeror is unable to provide.
- Offeror shall include a statement in the proposal if all products identified within the RFP can be provided.
- Complete and include Attachment A, Pricing within Offeror's proposal.
- Completed Attachment A, Pricing Sheet.
- Completed Attachment B, Small Business Subcontracting Plan.
- Any exceptions taken to University's Terms and Conditions.
- Current Certificate of Liability Insurance