

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

This contract, effective October 3, 2022 by W.S. Connelly & Company, Inc. D/B/A 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 UMW 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.*

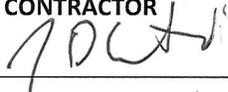
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view [The Bank of America Value of Virtual Payables](#).
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.

<b>CONTRACTOR</b>	<b>UNIVERSITY OF MARY WASHINGTON</b>
Signature: <u></u>	Signature: _____
Printed Name: <u>Joseph Derik Cataldi</u>	Printed Name: <u>Melva H. Kishpaugh</u>
Title: <u>District Sales Representative</u>	Title: <u>Director, Procurement Services</u>
Date: <u>8-15-22</u>	Date: <u>August 31, 2022</u>
FEI/FIN#: <u>540928332</u>	
Phone: <u>540-589-0332</u>	
Email: <u>d.cataldi@landscapesupplyva.com</u>	

ATTACHMENT A  
PRICING

Description	Proposed Unit Price	Unit of Measure	Minimum Required Quantity/Volume If Applicable	Brand Name
<b>GRASS SEED</b>				
Perennial Rye Grass Seed	\$ 3.30	per pound	50 lb	Field General
Tall Fescue Blend (Fall Application)	\$ 2.99	per pound	50 lb	Southern Lawn
Tall Fescue Blend (Spring Application)	\$ 2.99	per pound	50 lb	Southern Lawn
<b>FERTILIZER</b>				
25-2-5	\$ 0.63	per pound	50 lb	Nutriscap
10-2-5	\$ 0.76	per pound	50 lb	Earthworks
10-20-10	\$ 0.62	per pound	50 lb	Nutriscap
Biological & Sprayable Fertilizer-List				
Sea 3	\$ 42.00	per gallon	2.5 gallon	Earthworks
Hydra-Kelp	\$ 41.20	per gallon	2.5 gallon	Hydra-Smart
Hydra-Green 25-0-0	\$ 28.90	per gallon	2.5 gallon	Hydra-Smart
Hydra-Gro 30-0-0	\$ 24.54	per gallon	2.5 gallon	Hydra-Smart
Hydra-Balance 14-2-14	\$ 32.00	per gallon	2.5 gallon	Hydra-Smart
Hydra-Phite Plus 0-0-28	\$ 65.88	per gallon	2.5 gallon	Hydra-Smart
Hydra-Fe 12-0-0	\$ 21.06	per gallon	2.5 gallon	Hydra-Smart
Hydra-Mineral Miner 21-0-0	\$ 27.20	per gallon	2.5 gallon	Hydra-Smart
Organic Granular Fertilizer - List				
Earthworks 3-4-3	\$ 0.38	per pound	50 lb	Earthworks
Earthworks 5-4-5	\$ 0.68	per pound	50 lb	Earthworks
Earthworks 8-2-2	\$ 0.55	per pound	50 lb	Earthworks
Organics Plus 16-3-8	\$ 0.62	per pound	50 lb	Nutriscap
<b>Soil Amendments</b>				
Compost	\$ 0.19	per pound	40 lb	Black Kow
Aged Manure	\$ 0.12	per pound	50 lb	Black Kow
Sand	\$ 0.154	per pound	50 lb	Sterling Sand
Peat Moss	\$ 0.403	per pound	62 lb	Premier
<b>Soil pH</b>				
Dolomitic Lime	\$ 0.115	per pound	50 lb	Austinville
Espoma Organic Soil Acidifier	\$ 0.60	per pound	50 lb	Tiger Organic
<b>HERBICIDES</b>				
Snapshot 2.5 TG	\$ 1.86	per pound	50 lb	SnapShot
Round-up	\$ 44.00	per gallon	2.5 gallon	Ranger Pro
Trimec Southern	\$ 105.00	per gallon	gallon	Trimec Southern
Ornamec	\$ 31.00	per quart	quart	Ornamec 170
Fusilade* (sub for Ornamec)	\$ 85.00	per quart	quart	Fusilade
SedgeHammer	\$ 60.00	per dry oz*	1.33 oz	Sedgemaster
Speedzone	\$ 102.00	per gallon	2.5 gallon	Speedzone
Ronstar Flo	\$ 188.00	per gallon	2.5 gallon	Ronstar Flo
Hydra-Tonik	\$ 50.00	per gallon	gallon	Hydra-Tonik
Ranger Pro	\$ 44.00	per gallon	2.5 gallon	Ranger Pro

Specticle Total	\$ 97.77	per gallon	144 oz	Specticle Total
Monument	\$ 11.00	per gram*	25 gram	Monument
<b>GROWTH REGULATOR</b>				
T-Nex Growth Regulator	\$ 153.66	per gallon	2.5 gallon	T-Nex
<b>INSECTICIDES</b>				
Bonide Systemic Insect Control	\$ 25.00	per pint	pint	Bonide
Orthene 97* (sub for Bonide Systemic)	\$ 22.00	per lb	7.73 lbs	Orthene
Tree & Shrub Insect Control w/Safari 2G		per gallon		*See note Below
Zylam* (sub for Safari 2G)	\$ 165.00	per quart	quart	Zylam
Safari 20 SG* (sub for Safari 2G)	\$ 166.00	per lb	3 lbs	Safari
<b>FUNGICIDE</b>				
Agri-Fos	\$ 60.00	per quart	quart	Monterey
Quali-Pro Tebuconazole	\$ 103.00	per gallon	gallon	Quali-Pro
Daconil Weatherstik	\$ 73.00	per gallon	2.5 gallon	Daconil Wthrstik
Mancozeb	\$ 11.60	per lb*	12 lb	Fore WSP
* indicates this is a substitute for the product listed above.				
* indicates a change in unit of measure from what was originally issued				
*Tree & Shrub Insect Control with Safari 2G is no longer commercially available				

- Average delivery time for grass seed from receipt of order to delivery is two days.
- For all other items listed, the average delivery is two days for stock items.
- Some soil amendments listed are non-stock items and are ordered as needed, average delivery time is 5 days.

**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: W.S. Connelly & Company, Inc DBA: Landscape Supply

Address of Offering Firm: PO Box 12706 Roanoke, VA 24027

**DSBSD** Certification No.: 723904 Expiration Date: 1/29/2026

eVA ID: V5 0000199334 Tax ID: 540 928 332

Email: DCataldi@landscapesupplyva.com Telephone: 540 589 0332

Website: landscapesupplyva.com Fax: 434-296-9005

Submitted By (Print Name & Title): Joseph Derik Cataldi

Signature (In Ink): J. D Cataldi Date: 6/27/2022

**SEALED REQUEST FOR PROPOSALS (RFP)**

### Supplemental Information for RFP #UCPUMW 22-1403

#### History, Qualifications and Experience

Landscape Supply, Inc. is committed to providing our customers, with excellent education and expertise as you make economic and agronomic decisions for your business. We provide world-class customer service paired with competitive prices. We are passionate about stewardship, striving always to provide you with solutions that are friendly to the environment. We are deeply involved in the green industry and believe it's vital that we give back by volunteering on boards and actively participating in forums that benefit this industry. Landscape Supply, Inc. believes that our people are our biggest differentiator in the market. Our goal is that you see that difference in every interaction you have with any of our employees. We endeavor to serve our customers with the utmost integrity and excellence while providing a consultative experience. We work continually to challenge ourselves, both individually and collectively, as we aspire to be the very best we can at what we do, each and every day. As a result, we believe Landscape Supply, Inc. brings you the very best in the industry in stewardship, science, and cost-effectiveness.

For over 60 years, the mid-Atlantic region has depended on Landscape Supply, Inc., as a trusted partner in the green industry. While the family business model is increasingly rare in today's business world, we are a third generation, family-owned and operated business. Our grandfather, W.S. Connelly, started a simple "feed 'n seed" business in the 1950s. Through his leadership, followed by that of his son and eventually his grandsons, we've had the privilege of seeing that humble business grow into one of the most well-respected turf and ornamental distribution businesses in the country. We're proud of what we believe makes us different. We're a small, regional business that is concentrated in the mid-Atlantic with a family-driven approach that is owner engaged. Yet, you also get a large enough company that our product is extremely cost competitive. In many small, family-owned shops you have to forfeit the best price, but not with Landscape Supply, Inc.

We work closely with several higher education entities in the state and have been doing so for decades. The list below outlines entities we have worked with in the past 6 months to fulfill similar solutions for their respective campuses.

W&L University	Liberty University	James Madison University
University of Lynchburg	Old Dominion University	University of Virginia
King University	University of Mary Washington	Roanoke College
Radford University	Longwood University	Richard Bland College
Sweet Briar College	Randolph-Macon College	College of William and Mary
Hampden-Sydney College	Ferrum College	

We work with grounds managers, athletic departments, coaches and intramural sports coordinators to provide them with fertilizer, pesticides, seed, soil amendments, field accessories and consultative advice so they can produce the very best playing surfaces and common areas within budget.

### Average Delivery Time and Availability of Products

Landscape Supply's nearest location to campus is our Midlothian, VA location (71 miles south of Campus). This would be the main warehouse we would use to fulfill orders. The average delivery time from receipt or grass seed order to delivery of product is two days. Field General and Southern Lawn are stock blends. For the other items listed in this RFP the average time of delivery would also be 2 days for stock items. Some of the soil amendments listed are non-stock items and are order as needed and average delivery time is 5 days.

Landscape Supply can provide all the material identified in this RFP.

Fertilizer prices have been extremely volatile since the beginning of 2022, with price increases happening monthly and manufacturers unable to hold pricing. The pricing reflected in this RFP reflects the most current pricing available. If the contract is awarded Landscape Supply will be sure to pass any reductions in fertilizer costs directly to the University as they occur.

If there are any questions please direct them to Derik Cataldi, [dcataldi@landscapesupplyva.com](mailto:dcataldi@landscapesupplyva.com), 540-589-0332.

Description	Proposed Unit Price	Unit of Measure	Minimum Required Quantity/Volume If Applicable	Brand Name
<b>GRASS SEED</b>				
Perennial Rye Grass Seed	\$ 3.30	per pound	50 lb	Field General
Tall Fescue Blend (Fall Application)	\$ 2.99	per pound	50 lb	Southern Lawn
Tall Fescue Blend (Spring Application)	\$ 2.99	per pound	50 lb	Southern Lawn
<b>FERTILIZER</b>				
25-2-5	\$ 0.63	per pound	50 lb	Nutriscap
10-2-5	\$ 0.76	per pound	50 lb	Earthworks
10-20-10	\$ 0.62	per pound	50 lb	Nutriscap
Biological & Sprayable Fertilizer-List				
Sea 3	\$ 42.00	per gallon	2.5 gallon	Earthworks
Hydra-Kelp	\$ 41.20	per gallon	2.5 gallon	Hydra-Smart
Hydra-Green 25-0-0	\$ 28.90	per gallon	2.5 gallon	Hydra-Smart
Hydra-Gro 30-0-0	\$ 24.54	per gallon	2.5 gallon	Hydra-Smart
Hydra-Balance 14-2-14	\$ 32.00	per gallon	2.5 gallon	Hydra-Smart
Hydra-Phite Plus 0-0-28	\$ 65.88	per gallon	2.5 gallon	Hydra-Smart
Hydra-Fe 12-0-0	\$ 21.06	per gallon	2.5 gallon	Hydra-Smart
Hydra-Mineral Miner 21-0-0	\$ 27.20	per gallon	2.5 gallon	Hydra-Smart
Organic Granular Fertilizer - List				
Earthworks 3-4-3	\$ 0.38	per pound	50 lb	Earthworks
Earthworks 5-4-5	\$ 0.68	per pound	50 lb	Earthworks
Earthworks 8-2-2	\$ 0.55	per pound	50 lb	Earthworks
Organics Plus 16-3-8	\$ 0.62	per pound	50 lb	Nutriscap
<b>Soil Amendments</b>				
Compost	\$ 0.19	per pound	40 lb	Black Kow
Aged Manure	\$ 0.12	per pound	50 lb	Black Kow
Sand	\$ 0.154	per pound	50 lb	Sterling Sand
Peat Moss	\$ 0.403	per pound	62 lb	Premier
<b>Soil pH</b>				
Dolomitic Lime	\$ 0.115	per pound	50 lb	Austinville
Espoma Organic Soil Acidifier	\$ 0.60	per pound	50 lb	Tiger Organic
<b>HERBICIDES</b>				
SnapShot 2.5 TG	\$ 1.86	per pound	50 lb	SnapShot
Round-up	\$ 44.00	per gallon	2.5 gallon	Ranger Pro
Trimec Southern	\$ 105.00	per gallon	gallon	Trimec Southern
Ornamec	\$ 31.00	per quart	quart	Ornamec 170
Fusilade* (sub for Ornamec)	\$ 85.00	per quart	quart	Fusilade
SedgeHammer	\$ 60.00	per dry oz*	1.33 oz	Sedgemaster
Speedzone	\$ 102.00	per gallon	2.5 gallon	Speedzone
Ronstar Flo	\$ 188.00	per gallon	2.5 gallon	Ronstar Flo
Hydra-Tonik	\$ 50.00	per gallon	gallon	Hydra-Tonik
Ranger Pro	\$ 44.00	per gallon	2.5 gallon	Ranger Pro

Specticle Total	\$ 97.77	per gallon	144 oz	Specticle Total
Monument	\$ 11.00	per gram*	25 gram	Monument
<b>GROWTH REGULATOR</b>				
T-Nex Growth Regulator	\$ 153.66	per gallon	2.5 gallon	T-Nex
<b>INSECTICIDES</b>				
Bonide Systemic Insect Control	\$ 25.00	per pint	pint	Bonide
Orthene 97* (sub for Bonide Systemic)	\$ 22.00	per lb	7.73 lbs	Orthene
Tree & Shrub Insect Control w/Safari 2G		per gallon		*See note Below
Zylam* (sub for Safari 2G)	\$ 165.00	per quart	quart	Zylam
Safari 20 SG* (sub for Safari 2G)	\$ 166.00	per lb	3 lbs	Safari
<b>FUNGICIDE</b>				
Agri-Fos	\$ 60.00	per quart	quart	Monterey
Quali-Pro Tebuconazole	\$ 103.00	per gallon	gallon	Quali-Pro
Daconil Weatherstik	\$ 73.00	per gallon	2.5 gallon	Daconil Wthrstik
Mancozeb	\$ 11.60	per lb*	12 lb	Fore WSP
* indicates this is a substitute for the product listed above.				
* indicates a change in unit of measure from what was originally issued				
*Tree & Shrub Insect Control with Safari 2G is no longer commercially available				

**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.: 723904 Expiration Date: 1/29/2026

**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 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: W. S. Connelly and Company DBA: Landscape Supply

Preparer Name: J. Derik Cataldi 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.



## Replenish 10-2-5

**Brand:** EarthWorks

Replenish 10-2-5 is an ammonium sulfate Formulated Natural Organic Fertilizer. This product is a combination of soluble ammonium sulfate nitrogen and rich biologically active Replenish fertilizer. Ammonium sulfate is ideal for spring and fall applications to help warm up cool soils and release tied up calcium while providing a soluble form of nitrogen. When blended with the EarthWorks Replenish com...

[Read More](#)

Contact us today for pricing & size information.

[CONTACT US](#)

<b>Nitrogen</b>	1.3% Ammoniacal Nitrogen; 1.0% Other Water Soluble Nitrogen; 2.7% Water Insoluble Nitrogen
<b>Phosphorous</b>	4% Available Phosphate (P2O5)
<b>Potassium</b>	5% Soluble Potash (K2O)
<b>Other Nutrients</b>	6% Calcium; 3% Sulfur
<b>Derived from:</b>	Composted poultry manure, ammonium sulfate, methylene urea, and sulfate of potash
<b>Guaranteed Analysis</b>	70% Organic matter (delivered from composted poultry manure, contains carbon)



## organicsPlus 10-20-10

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**Brand:** Landscape Supply

**Downloads:** [Label](#) , [SDS](#)

organicsPlus 10-20-10 is a great starter fertilizer that offers turf managers a more environmental approach to their program. Blended with OceanGro organics, organicsPLUS contains a minimum of 50% organics, micronutrients and XCU slow release technology. Meaning, less applications with great turf response. organicsPlus can feed up to 12 weeks. Provides a stress relief formula for better disease tolerance during challenging summer months.

### What is OceanGro Organic Nitrogen

- A 5-5-0 "Exceptional Quality" Class A granular biosolid fertilizer
- pH is neutral with a consistent reading of 7
- 65% organic matter per lb of OceanGro
- 2.5% Calcium
- 2.5% Iron
- SGN: 150



## organicsPlus 10-20-10

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**Brand:** Landscape Supply

**Downloads:** [Label](#) , [SDS](#)

organicsPlus 10-20-10 is a great starter fertilizer that offers turf managers a more environmental approach to their program. Blended with OceanGro organics, organicsPLUS contains a minimum of 50% organics, micronutrients and XCU slow release technology. Meaning, less applications with great turf response. organicsPlus can feed up to 12 weeks. Provides a stress relief formula for better disease tolerance during challenging summer months.

### What is OceanGro Organic Nitrogen

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- pH is neutral with a consistent reading of 7
- 65% organic matter per lb of OceanGro
- 2.5% Calcium
- 2.5% Iron
- SGN: 150



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2022

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 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> Dominion Risk Advisors PO Box 833  Roanoke VA 24004	<b>CONTACT NAME:</b> Jennifer Schang <b>PHONE (A/C No. Ext):</b> (540) 366-7475 <b>E-MAIL ADDRESS:</b> jschang@domrisk.com	<b>FAX (A/C No):</b> (855) 366-7475
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> W. S. Connelly & Co, Chesapeake Valley Seed, Landscape Supply, Inc., LSI dba Tenbarge Seed Co. and Prescription Turf Services, Inc. PO Box 12706 Roanoke VA 24027-2706	<b>INSURER A:</b> Selective Insurance Company of South Carolina	<b>NAIC #</b> 19259
	<b>INSURER B:</b> Selective Insurance Company of the South	<b>NAIC #</b> 39926
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2022 COI

REVISION NUMBER: REWRITE 1/1/2022

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 INSD	SUBR 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			s2489457	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			s2489457	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			s2489457	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	wc9073673	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Contract: UCPUMW 17-609, Perennial Rye Grass Seeds

**CERTIFICATE HOLDER**

(540) 654-1168 procure@umw.edu

 University of Mary Washington  
 1301 College Avenue  
 Fredericksburg, VA 22401-5300
**CANCELLATION**

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

Jennifer Schang/JEN

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ACORD 25 (2014/01)

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INS025 (201401)

## 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

**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