Landscape Maintenance Services

February 8, 2013

Important Dates
Pre-Proposal Conference:
11:00 a.m. EST – Wednesday, February 27, 2013

Deadline for Receipt of Proposals:
3:00 p.m. EST – Wednesday, March 13, 2013

A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Landscape Maintenance Services

RFP Number: #DM020813

Issue Date: February 8, 2013

Brief Description: The University and its Department of Facilities Management (“University”) seek proposals from qualified experienced firm(s) to provide various landscaping services on a scheduled or/and an “as needed” basis.

Preproposal Conference: An optional Preproposal Conference will be held on Wednesday, February 27, 2013 at 11:00 a.m. (EST) at the Facilities Management Annex Conference Room (next to Leake Building) located at 575 Alderman Road Charlottesville, Virginia (map may be viewed at this website: http://www.virginia.edu/webmap/HStadiumHereford.html). All potential interested parties are strongly encouraged to visit the mowing locations prior to attending the Preproposal Conference, as the University will not be providing a guided tour or site visit of the areas. This will allow for questions concerning specific mowing locations to be addressed during the Preproposal Conference. The purpose of the Preproposal Conference is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. While attendance at this conference will not be a prerequisite to submitting a proposal, interested parties who intend to submit a proposal are strongly encouraged to attend. Bring a copy of the RFP with you as no additional copies will be available at the conference.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims by email (pur-rfp@virginia.edu) no later than 2:00 p.m. (EST) on Friday, February 22, 2013 of the names, titles, and phone numbers of the individuals who will attend. Firms traveling to Charlottesville can go to the following website for travel arrangement assistance: http://www.virginia.edu/placestostay/

Proposal Due Date: 3:00 p.m. (DST) Wednesday, March 13, 2013. Proposals are to be sent via e-mail using the contact information in the box below. Proposals must be formatted in Microsoft Word or Excel where applicable. Any proposals submitted in Adobe PDF format may be rejected. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number and identified by a separate colored page(s) in the proposal and accompanied by a suitable justification requesting non-disclosure.

Negotiations: Negotiations, if needed, will be held on Tuesday, March 26, and Wednesday, March 27, 2013.

Expected Award Date: May 29, 2013

Term of Agreement: The term of a resulting Agreement and/or Purchase Order will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm(s) and the University will mutually agree at least 120 days prior to each renewal period whether to renew the terms of the Agreement.
This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerfp. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

B. SCOPE OF GOODS & SERVICES
The University and its Department of Facilities Management seek qualified firm(s) to provide all labor, supervision, equipment, tools, materials, supplies, and incidentals as necessary, to perform landscape maintenance services for various locations around University Grounds in accordance with the Scope of Services and Specifications provided.

The University’s land use mirrors that of a town or city, as it includes, but is not limited to, housing, dining, offices, classrooms, recreation, parking, and health care facilities. The physical sense of place defined by the University’s Grounds has several immediate effects, including providing an accessible network of buildings and activities, supporting academic functions, and cultivating the University’s relationship with the surrounding community.

The University prioritizes the use of native, adapted, low-maintenance, and non-invasive plant species in landscape design and replacement. Irrigation is not standard practice at the University. Nearly all landscapes are designed using xeriscaping techniques with a specification for drought tolerant plants. All

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Diane Morse
Phone: 434-982-5076
Email: dm5h@virginia.edu

NOTE 1: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.

NOTE 1: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.
pest management, with the exception of Athletics and Intramural Recreation fields, is directed by the University’s Plant Healthcare Specialist. Grounds are maintained in accordance with Integrated Pest Management (IPM) strategies that adhere to the four-tiered approach. The Plant Healthcare specialist is responsible for setting action thresholds and will recommend plant replacement in situations where plant material is likely to attract pests. When controls are used, biological controls, such as the use of nematodes, are prioritized.

The University seeks proposals from experienced and innovative firms that can assist it with its Landscape Maintenance Services while achieving established sustainability goals and objectives http://www.virginia.edu/sustainability/grounds/.

It is the University’s intent to enter into an Agreement(s) with the Selected Firm(s) to assist the University’s designated landscape forces in providing landscape maintenance services on a scheduled and/or “as-needed” basis. The Selected Firm(s) will make assisting the University with its landscape maintenance service needs a high priority. In order to achieve the University’s goals the Selected Firm(s) may be requested to provide the Services including, but not limited to, those outlined in this RFP. The University reserves the right to award to different Selected Firms to respectively provide any part of the Services discussed in this RFP. The University guarantees no amount of business resulting from an Agreement(s). Changes in Services with the Selected Firm(s) may be added to or deleted from any Agreement resulting from this solicitation with thirty days’ notice from the University, according to the terms and conditions agreed upon by the University and the Selected Firm(s).

The Selected Firm(s) must meet the following minimum requirements:

A. Mowing on a set schedule (i.e. cycle) at Birdwood Housing, Copeley Housing, Piedmont Housing, University Gardens, and University Health System locations in Orange and Zion Crossroads with the actual mowing boundary locations and estimated square footage depicted on the maps provided:
   1. Turf will be mowed at a height of 2-1/2” – 3-1/2” as seasonal conditions dictate.
   2. Mowing will be done frequently enough so that no more than one-third of the grass blade is removed at each mowing cycle.
   3. Maps provide estimated square footage of the areas/boundaries and the Selected Firm(s) are responsible to field verify the areas/boundaries to determine the exact square footage.
   4. Mowing equipment and patterns will be employed to permit recycling of clippings and to present a neat, well-groomed appearance. All mowing will be accomplished in a manner to preclude scalping, rutting, bruising, uneven, and rough cutting.
   5. Excess clippings from all turf and the surrounding sites will be removed and disposed of off University grounds.
   6. Trimming will be performed around all physical features (i.e. poles, walls, fire hydrants, signs, etc.) at each mowing cycle to match the height and appearance of surrounding vegetation.
   7. Turf adjacent to all sidewalks, landings, driveways, other paved surfaces, and all parking and non-parking curbs will be edged at every other mowing cycle.
B. Mowing Location Maps:

University Gardens
Mowing Boundaries

Area begins at the intersection of Massie Road and Emmet Street at the hotel entrance, follows the fence line to the east behind Building #83, turns north wrapping above playground (includes the playground) to the top of the hill, turns west toward Emmet Street to the chain link fence, then follows the outside edge of the sidewalk back to the starting point.
Area has approximately 76,500 square feet of turf.
The area bounded by Fontaine Avenue to the south, the fence line between Piedmont Housing and the privately owned Appletree Road properties and the woodland edge to the west and north. Area has approximately 355,000 square feet of turf.
Begin at the intersection of Massie Road and Copeley Road. head north along the sidewalk on the west side of Copeley Road to Building #210. Follow the turf and woodland edge on the north side of Copeley to Arlington Boulevard. Follow the parking lot toward the ball field down the access walk to the circle at the end of Seymour Road. Follow the turf and woodland edge back to Massie road then down Massie to the starting point.

Area has approximately 350,000 square feet of turf.
Property located on 250 west with driveway just east of the Birdwood golf course entrance. Mowing location is around the occupied homes at the rear of the property and eight feet on each side of the driveway from the entrance to where it connects with the other area to be mowed. Area has approximately 181,000 square feet of turf.
This facility is located just off of Interstate 64 on route 15 north of the McDonalds. Area has approximately 42,000 square feet of turf.
This facility is located north west of the town of Orange and fronts on Route 15 next door to the CVS Pharmacy.
Area has approximately 25,000 Square feet of turf.
C. Clean-Up and Protection:
1. Remove from all premises any related trash and debris in order to leave the area clean and ready for use. The Selected Firm(s) will not dump or dispose of any debris generated as a result of performance under any resulting Agreement from this RFP in University dumpsters or on any University property.
2. All hardscapes, sidewalks, landings, patios, steps, driveways, other paved surfaces, and all parking and non-parking curbs will be swept or blown clean of all grass clippings, dust, and debris after every mowing cycle.
3. Responsible for protecting existing landscape from any damage during landscape maintenance operations.
4. Damage to plantings and/or surrounding premises caused by the Selected Firm(s) negligence or nonfeasance will be repaired, replaced, and/or treated at no cost to the University.
5. Perform the landscape services in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any firm and/or University employees.

D. Additional Services based on an Hourly Rate for Equipment with Operators/Products/Materials/Services on an “as-needed” Basis:
1. Mowing per piece of equipment with operator to support mowing needs on the Grounds of the University.
2. Mulching support for the Grounds of the University. The mulch must be aged double shredded hardwood mulch matching the consistency of any/all mulch used by the University’s Facilities Management Landscape Department. A sample of the mulch will be provided and approved prior to any application on Grounds.
3. Labor support for the installation of plant and landscape related materials to be provided by the University. All species of plants will be planted in accordance with the guidelines for species described by the American Nursery and Landscape Association (ANLA).
4. Perform general labor for Grounds keeping tasks (i.e. weeding, pruning, trimming, etc.).
5. A firm fixed price quotation will be negotiated between the Selected Firm(s) and the University based on the hourly rates provided prior to any work being performed.

E. Special Requirements
1. Ensure Selected Firm(s) capacity to perform work under this Agreement(s), regardless of other contractual responsibilities to public/private bodies.
2. Provide sufficient personnel and equipment to perform work within the timeframe required as defined in the scope of work and specifications.
3. The Selected Firm(s) will provide experienced, qualified, properly licensed/certified, and properly trained personnel to perform the requested work.
4. Provide a cell phone for communications between the Selected Firm(s) operators/drivers and the University’s Contract Administrator (CA) or designee during the duration of all landscape projects.

F. Maintenance Locations
1. The Selected Firm(s) may be requested to provide Services in accordance with Attachment 3, Landscape Maintenance Services Pricing Schedule.
2. The University reserves the right to award to different Selected Firms to respectively provide any part of the Services in this RFP and guarantees no amount of business resulting from an Agreement(s). Changes in Services with the Selected Firm(s) may be added to or deleted from any Agreement resulting from this solicitation with thirty days’
notice from the University, according to the terms and conditions agreed upon by the University and the Selected Firm(s).

G. Equipment Requirements
1. All equipment must be operational prior to April 1 of each landscape season and maintain its availability through November 30 for any landscape maintenance services.
2. Mower blades must be sharp, in order to prevent tearing of any grass blades.
3. Mowers will be operated at a speed which will achieve a maximum quality cut.
4. The University will not be responsible for loss or damage of the Selected Firm’s equipment, materials, supplies and/ or tools.
5. Provide, maintain, and operate safety/equipment and accessories designated for the operations required and ensure the equipment is in good repair and operating condition.
6. Any equipment used to provide landscape maintenance services must be approved in advance by the University’s CA or designated representative.
7. Equipment must be fueled and ready to begin operations prior to reporting to the work site.
8. Provide a method of fueling all equipment on-site or submit its method for refueling to the University for Approval.

H. Describe the firm’s plan for Customer service to include:
1. Capability of analyzing the University's current methodology in scheduling landscape maintenance services.
2. Effective procedures for complaint resolution.
3. Flexible procedures for the placement of purchase orders for scheduled and “as-needed” services.
4. Emergency service to include weekends and holidays.

I. Work Procedures and Hours
1. All work will be performed following the direction of the University’s CA or designee. The Selected Firm(s) equipment will meet OSHA/VOSH standards. Additionally, the Selected Firm(s) will remain in compliance with all OSHA/VOSH personnel, equipment, and safety regulations.
2. Hours of operation are to be between 8:00am and 5:00pm Monday through Friday. Requests to work outside of these hours will be handled on a case-by-case basis. No work is to be performed outside of these hours prior to receiving approval from the University’s CA or designee.
3. Selected Firm(s) will perform as many mowing, trimming, and edging operations as may be required by the Scope of Goods and Services and Specifications provided throughout the grass growing season (April – November) to all turf areas. At no time, will the cycle frequency be greater than seven days without prior approval from the University’s CA or designee.
4. Due to seasonal demands and/or scheduling requirements, it may be necessary on occasion for the Selected Firm(s) to perform weekend and/or holiday work. All work performed outside of normal working hours will be coordinated with the University’s CA or designee and will be at no additional cost to the University.

J. Performance Expectations
1. The Selected Firm(s) is responsible for supervising and directing the work of its employees, as well as all subcontractors that may be utilized, by providing the firms best skills and sound judgment.
2. The Selected Firm(s) job foreman, lead worker, and/or supervisor must be fluent in English and on the job site at all times.
3. At the conclusion of the work for any landscape maintenance services project, the Selected Firm(s) will demonstrate to the University CA or designee that the work is in compliance with the Agreement. Any deficiencies will be promptly corrected by the Selected Firm(s) at its expense prior to final acceptance of the work. The University’s CA or designee will be on-site to monitor progress and give directions as required. Prior to the Selected Firm(s) leaving University Grounds all work performed must be verified and accepted by the University’s CA or designee.

4. Failure of the firm to correct unsatisfactory or incomplete work performance in the allotted timeframe will result in a deduction from the fee for services at an amount equal to the University’s hourly rate for similar services. The University’s fees for services are subject to change and any deduction will reflect the hourly rates in effect at the time of a reported incident.

5. The Selected Firm(s) will be responsible for any and all damages which are a direct result of the firms’ performance for any Agreement(s) resulting from this RFP. Damages will include, but is not limited to, the repair of curbing; parking bumpers; asphalt; paving; damaged grass/lawn/landscaping; and parked personal or University vehicles, if it is found that damage to such areas was caused by negligence on the part of the Selected Firm(s) while performing landscape maintenance services.

6. Selected Firm(s) will submit one copy of each invoice, itemized by locations and work order numbers. Each invoice will contain, at a minimum, the following information:
   a. Purchase Order number;
   b. Date(s) and description of service(s);
   c. Location(s) of Service;
   d. Hourly rate and number of hours for all “as-needed” services;
   e. Mowing on a Set Schedule for a Fixed Fee per Cycle will be billed monthly, and must include the number of cycles and the fixed fee for each location; and
   f. Invoice Number

C. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to assist the University to meet its goals for Landscape Maintenance Services as discussed in Section B, Scope of Goods and Services;
2. The firm’s relevant experience, qualifications, and success in providing Goods and Services described in this RFP, to include the firm’s references from clients, which are comparable to the University;
3. The firm’s financial proposal including, but not limited to discounts, service charges, and other charges;
4. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
5. Any other factors relevant to the firm's capacity and willingness to satisfy the University; and;
6. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter in Attachment 1 and refer to the following site: [www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf]
Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.
Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information in their proposal:

A. Services
   1. A detailed description and the full specifications of the equipment proposed to include manufacturer, year, model, and capabilities. Each firm will indicate in its proposal the firm’s ability to achieve/comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail the proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
   2. Describe the firm’s plan of operation to provide Landscape Maintenance Services support as described in Section B., Scope of Goods and Services, to meet the needs of the University with a minimum disruption to the educational, health care, and research missions of the University. The plan of operation should address at a minimum the following topics;
      a. Describe how the firm will work with the University to provide the requested services.
      b. Provide an overview of training programs including, but not limited to, content and schedule for employee training. Include a detailed description of the firm’s supervisory training program.
      c. Provide names and resumes for the individual(s) the firm proposes to fill on-site supervisory positions. The University reserves the right to approve the individuals assigned to these positions by the Selected Firm(s) and may request interviews with these individuals.
      d. Describe the firms Quality Assurance Program, detailing how it will meet the needs of the University.

B. Firm Information
   1. Provide a brief history of the firm and its experience, qualifications and success in providing the desired Services.
   2. Provide at least three references of the firm’s clients that are comparable to the University indicating the length of service for each account. Include the name of the firm/organization, the complete mailing address, and the name of the contact person and telephone number. The University may contact and/or visit any of these accounts.
3. Provide a list of institutions of higher education with which the firm has signed a term contract.
4. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.
5. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at [https://vascupp.org](https://vascupp.org).
6. Complete and return the information requested in Attachment 2, Firm Information.

C. **Financial Proposal**

1. Describe how the University will be charged for goods and services requested in this RFP. Provide discount schedules where applicable. Include any additional discounts available for early payment of invoices. Ensure fees are provided for all Goods and Services’ categories proposed by the firm.
2. Provide pricing as requested in Attachment 3 Landscape Maintenance Services
3. Pricing Schedule. Pricing is to include all available products and/or services for the Selected Firm(s). **Firms have the option of not providing fees for all mowing areas.** (Note: Firms should provide fees to include all “Additional Services”). Provide pricing for each mowing location and provide a total price if one firm is awarded all mowing locations.
4. The fees quoted will represent a combined total for all necessary supervision, equipment, transportation, tools, parts, materials, fuel, water, and incidentals necessary to perform the requested services, including profit, all direct and indirect costs such as general and administrative costs, all supplies and safety equipment, transportation of equipment and personnel, and including the repair and/or replacement and removal of equipment. Fees will also include the use of cellular phones used by the Selected Firm(s) to conduct business. **The University cannot accept any pricing based on a “Cost-Plus a Percentage of Cost basis”.**
5. Information on the warranty associated with the product(s)/services the firm is proposing and any extended warranty (include the price) that may be available.
6. Emergency service to include weekends and holidays.
7. Provide ad-hoc services upon request on a time and material or fixed price basis.
8. Describe the firm’s plan for Customer service to include:
   a. Capability of analyzing the University's current methodology in scheduling landscape maintenance services.
   b. Effective procedures for complaint resolution.
   c. Flexible procedures for the placement of purchase orders for scheduled and “as-needed” services.
9. Describe how the University will benefit from cost savings by accepting the firm's proposal.
10. Provide the following fee details:
    a. When or how often do fee increases and/or escalation rates occur?
    b. What is the firm’s plan for dealing with fee increases and/or escalation rates?
11. Provide a written statement confirming that fees charged for additional mowing areas/sites or any future services, will be determined at the time of purchase and be provided under Most Favored Nations Pricing, identified in Attachment 2, Preferred Contractual Provisions, Section K., Favored Nations.
12. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. Prior to contract award, the Selected Firm(s) will be required to
contact University Procurement Services’ Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

11. State law requires that certain projects within the scope of this RFP be performed by a contractor licensed by the Commonwealth of Virginia. Other projects within the scope of this RFP need not be performed by a licensed contractor. If a firm desires to be considered for all projects within the scope of this RFP, the firm will provide with its proposal a copy of the firm’s Commonwealth of Virginia Contractor’s License. If a firm does not provide with its proposal a copy of the firm’s Commonwealth of Virginia Contractor’s License, the firm will be considered by the University, if at all, only in connection with the award of a contract or contracts for projects which, in the sole and absolute discretion of the University, need not be performed by a licensed contractor. A copy of the license must be furnished upon request to the University or VASCUPP member institution.

12. Complete and return the information requested in Attachment 2, Firm Information.

D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of the University’s Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of the University’s Preferred Contractual Provisions.
4. Provide a written statement with the firm’s proposal that its principals or legal counsel have reviewed the Mandatory Contractual Provisions, and Preferred Contractual Provisions, and agree that these provisions will become a part of any final agreement.
5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

NOTE: Virginia Freedom of Information Act

Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade
E. TERMS AND CONDITIONS

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia. [https://www.procurement.virginia.edu/pagevendorregistrationform](https://www.procurement.virginia.edu/pagevendorregistrationform)
- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

**Note:** Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.


F. OTHER INFORMATION

1. Insurance
   
   Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

   **Comprehensive Commercial General Liability:**
   
   The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and an aggregate limit of not less than $2,000,000 with coverage for the following coverage:
   
   {X} Premises/Operations  {X} Products/Completed Operations
   
   {X} Contractual  {X} Independent Contractors
Personal Injury

Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverage for vehicles operated by their employees.

Any Automobile Owned and Non-Owned Automobiles

Workers’ Compensation:
The Selected Firm and any Subcontractor will maintain workers’ compensation insurance on all employees that complies with the Workers’ Compensation Act of Virginia and such policy of insurance will also provide for employers liability coverage with limits of not less than $500,000.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

2. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations with two or more firms will be conducted by the University on the firms’ financial proposals and proposed terms and conditions. Oral presentations and negotiations are tentatively scheduled for Tuesday, March 26, and Wednesday, March 27, 2013, as needed.

3. Communications between the University and the firms regarding This RFP:
   Informal Communications
   From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:
   a. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.; and
   b. Requests from any department at the University, or any employee of the University, with the exception of Procurement Services for information, comments, speculation, etc.

   Formal Communications
   From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement Services. Formal communications will include but not be limited to:
   a. Preproposal Conference
   b. Oral presentations
   c. Site visits, Interviews, etc.
Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

4. Formation of the Agreement with the Selected Firm

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.

5. Sustainable Purchasing Requirements/Questionnaire

- What policies are in place to monitor and manage your firm’s supply chain regarding environmental/sustainability issues?

- Does your firm have an environmental/sustainability policy statement? If so, please provide it:

- Has your firm ever been cited for non-compliance of an environmental or safety issue? If so, state the reason, date and outcome of the citation.

- What programs does your firm have in place, or planned, for promoting resource efficiency? (i.e. an environmental/sustainable or waste audit)?

- Does your firm have web-based materials available documenting the environmental/sustainability initiatives? If so please provide it:
6. **Favored Nations**
The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

7. **Future Goods and Services**
The University reserves the right to have the Selected Firm(s) provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
## Firm Information

| **Full Legal Name** (Company name as it appears with its Federal Taxpayer Number): |
| Address: |
| Telephone Number: | FAX Number: |
| Web Address: |
| Email Address: |
| DUNS Number: |

### SWAM Information:

| Is the firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE): | Yes | No |
| Minority-Owned Business: | Yes | No |
| Women-Owned Business: | Yes | No |
| Small-Owned Business: | Yes | No |

| Is the firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)? | Yes | No |

### Point of Contact for this Proposal:

| Name: |
| Address: |
| Office No. | Mobile No. | FAX No. |
| Email Address: |
Attachment 3

Landscape Maintenance Services

Pricing Schedule

A. Mowing on a Set Schedule **Fixed Fee per Cycle** to include all equipment, labor, and materials:

<table>
<thead>
<tr>
<th>Location</th>
<th>Fixed Fee per Cycle</th>
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<tbody>
<tr>
<td>Birdwood Housing</td>
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<tr>
<td>Copeley Housing</td>
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<tr>
<td>Piedmont Housing</td>
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<td>University Gardens</td>
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<td>Zion Crossroads</td>
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<td>Orange VA</td>
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B. Mowing “as-needed” – Hourly Rate per Type of Equipment with Operator (i.e. string trimmer per hour rate, 48” walk behind mower per hour rate):

<table>
<thead>
<tr>
<th>Equipment Type with Operator</th>
<th>Regular Hourly Rate</th>
<th>Overtime/Holiday Hourly Rate</th>
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C. Mulching “as-needed”:
1. Per person hourly labor rate $___________
2. Mulch per cubic yard delivered $___________

D. Landscape Installation Support “as-needed”:
1. Per person hourly labor rate $___________

E. General Labor Support “as-needed”:

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23
1. Per person hourly labor rate $___________

F. Other Available Services as-needed” (i.e. paver installation, goose control, pesticide application):

<table>
<thead>
<tr>
<th>Service Type with Operator if Required</th>
<th>Regular Hourly Rate</th>
<th>Overtime/Holiday Hourly Rate</th>
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