Request for Proposal

Sports Turf Repair, Replacement and Maintenance Services

April 22, 2009

A VASCUPP Member Institution
Issued by
Procurement Services
Charlottesville, Virginia
Sports Turf Repair, Replacement and Maintenance Services
Request for Proposal #FM042209
April 22, 2009

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Sports Turf Repair, Replacement & Maintenance Services  
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This Request for Proposal (RFP) has been posted on Procurement 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](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 in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: [http://www.procurement.virginia.edu/pagehome](http://www.procurement.virginia.edu/pagehome)

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide Sports Turf Repair, Replacement and Maintenance Services. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the 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 and the University encourage firms to provide for the
participation of small businesses and businesses owned by women and minorities through
partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less
than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in
the Rotunda and Academical Village he designed, and which remain treasures of
American architecture, but in the University’s standing as a leader in education, research,
and community service.

The over 20,390 students attending the University work within a true meritocracy and
live by an Honor Code unique among American universities. Each student is exposed to
the widest spectrum of disciplines – from arts and athletics to humanities and technology.
Our students also enjoy a unique connection to the world beyond college through the
University’s outstanding professional training, exemplified by its nationally ranked
schools of Law, Business, and Medicine. The University as a whole has had a
consistently high ranking not only among public schools, where it often heads the list, but
among all American universities, public and private.

Over 11,960 permanent University faculty and staff are committed to serving both the
local and national community. The University makes a real difference in the world,
through its invaluable research, a hospital ranked among the nation’s finest, and
graduates who have consistently been among the forefront of our nation’s shapers. At the
University, our bright future is the direct result of our great history.

The Department of Athletics (University’s Athletics) is an integral part of the
University’s commitment to educational excellence. Its mission is to enhance and
support the intellectual purpose of the University and its exemplary academic standards and traditions. Critical to the University’s Athletics mission are high academic achievement; nationally competitive and successful teams; comprehensive integration of student-athletes within the University and local communities; a strict adherence to NCAA, ACC, and University rules and regulations; fiscal integrity, which is embodied through the generation and efficient use of resources; and the attraction and retention of the highest quality student athletes and staff which includes equitable opportunities for women and minorities. The University pursues its mission by uniting the varied constituencies of its athletic community through its intercollegiate and intramural programs. These programs are designed to build support for and add value to the academic purposes of the University while developing students with strong values of leadership, sportsmanship, equity, citizenship, physical fitness, teamwork, and a commitment to excellence. The operating principles of the University require that in pursuing its mission, it will consistently provide exemplary service to all of its internal and external constituencies.

Immediately below are links to several web pages that provide more detailed information regarding the University and activities relating to its mission. These documents are:

A. President’s Reports (includes the 2008 annual report and archived reports):
   

B. Commission on the Future of the University (includes the most recent strategic planning effort and past planning efforts):
   

The University is seeking to establish an Agreement for Sports Turf Repair, Replacement and Maintenance Services. The University’s Athletics Department manages multiple natural and synthetic turf playing surfaces. The University competes in the prestigious Atlantic Coast Conference and offers twenty-five sports programs at the NCAA Division I level. The University seeks proposals from full-service firms that can assist the
University with its natural and synthetic sports turf needs. The University guarantees no amount of business resulting from an Agreement.

III. Scope of Services

It is the University's intent to enter into an Agreement with the Selected Firm to include those goods and services (“Services”) necessary to help the University achieve the goals outlined in this RFP. In order to achieve this goal the Selected Firm may be requested to provide services including, but not limited to, those outlined in this section.

A. The Selected Firm will potentially provide the following services to existing fields:

1. Davenport Field Synthetic Turf Installation
   a. Area to be addressed includes the foul territory aprons in the infield between the base paths and warning track at the dugouts and backstop. Area includes turf behind the plate and in front of the dugouts and stops at the back arc of the infield dirt. Area estimated at 9,000 square feet/16,000 square feet including waste.
   b. Remove existing baseball collar and natural turf to a depth of 7” on the foul territory aprons.
   c. Terminate irrigation components in this area and leave existing system in good, working condition.
   d. Install a stone free draining base and treated wooden nailer to perimeter of turf area. Base will have a 4” drain line that connects into field system.
   e. Install green Monofilament synthetic rubber infill turf with orange/white “V” and saber logo measuring 15’ x 15’.

2. Lannigan Track Natural Turf Renovations
   a. Treat existing field with herbicide for complete control of all existing turf.
   b. Blecavate/Rotadairon existing field to blend rootzone and turf.
c. Install Hunter irrigation system to cover all turf inside the track while keeping over spray to a minimum on track surfaces.
d. Laser grade to match existing track structures and create positive drainage to existing catch basins.
e. Install additional 12” catch basins where needed for drainage
f. Sprig with Patriot Bermuda grass
g. Sod with Patriot Bermuda grass

3. Scott Stadium Field Repair following the U2 Concert
a. The following project must begin at 8:00 a.m. on Saturday, October 3, 2009 and be completed by Tuesday, October 6, 2009.
   • Remove one inch of material from the field measuring 160' x 360' with Koro Topmaker or Blec Combinator. Remove 6' field border tapering the grade from -1" to -2" for new sod to match up to the existing grade.
   • Sod with 2" thick cut Tifway 419/Tifsport sod overseeded with 25 pounds/1,000 square feet of perennial ryegrass, which has been grown on plastic. Total area to be resodded includes 64,000 square feet.

b. In the spring of 2010, the Selected Firm will return and strip all grass, remove all of the thick-cut sod, blecavate, regrade and resod with Tifsport bermudagrass.

4. The Selected Firm will not dump waste materials (grass debris, sod chunks, synthetic turf debris, sand/topdressing materials, rocks, stones, sticks, or other mined material used during installation or currently part of the University’s athletic field soil profile and deemed unnecessary for field construction) on University Grounds.
IV. Basis of Selection

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 of providing Sports Turf Repair, Replacement and Maintenance Services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;

2. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;

3. The firm's references from institutions of higher education and clients which are comparable to the University;

4. The firm's financial proposal including but not limited to warranty, discounts, service charges and other charges;

5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

6. The contractual terms which would govern the relationship between the University and the Selected Firm;

7. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and

8. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.
A. Firm Information, Personnel, References and Operations

1. Describe how the firm plans to provide Sports Turf Repair, Replacement and Maintenance Services which is the primary goal of this RFP.

2. State the firm’s ability to provide the Services described in Section III, Scope of Services. Provide a brief history of the firm and its experience, qualifications and success in providing these Services.

3. Describe the experience of the individual(s) who would be responsible for providing the Services to the University.

4. Describe in detail the firm's procedures to furnish and install synthetic turf at Davenport Stadium including base, sub-base, irrigation and drainage systems as detailed in Section III, Scope of Services.

5. Describe in detail the firm's procedures to renovate the natural turf at Lannigan Track including base, sub-base, irrigation and drainage systems as detailed in Section III, Scope of Services.

6. Describe in detail the firm's procedures to repair the Scott Stadium Field following the U2 Concert as detailed in Section III, Scope of Services.

7. Specify all equipment and pertinent materials to be used, and tolerances to be achieved, during the installation, renovations and repair of synthetic and natural sports turf surfaces.

8. Provide details regarding all warranties.

9. Specify details regarding all required permitting and inspections procedures for the Davenport Stadium, Lannigan Track and Scott Stadium projects as detailed in Section III, Scope of Services.

10. Provide detailed construction timelines and Gantt charts for the Davenport Stadium, Lannigan Track and Scott Stadium projects as detailed in Section III, Scope of Services. Include any University, City of Charlottesville and or County of Albemarle approvals and inspections process.

11. Provide at least four of the firm’s references, comparable to the University, including the name and telephone number of a contact person the University may call.
12. Provide a list of institutions of higher education with which the firm has a signed term contract.

13. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at [http://www.vcu.edu/procurement/coopcon.htm](http://www.vcu.edu/procurement/coopcon.htm)

14. Provide a copy of the firm’s State of Virginia Contractors License.

B. Financial Proposal

1. Provide pricing for the two options listed below for the Davenport Field Synthetic Turf Installation:
   a. Leaving the existing warning track (+/-9,000 square feet)
   b. Replacing the existing warning track and grass with turf (+/-16,000 square feet)

2. Provide pricing for the two options listed below for the Lannigan Track Natural Turf Renovations:
   a. Sprig with Patriot Bermuda grass
   b. Sod with Patriot Bermuda grass

3. Provide pricing for the two options listed below for the Scott Stadium Field Repair following the U2 Concert:
   a. Pricing per square foot to remove one inch of material from the field measuring 160' x 360' with Koro Topmaker or Blec Combinator, remove 6' field border tapering the grade from -1" to -2" for new sod to match up to the existing grade and sod with 2" thick cut Tifway 419/Tifsport sod overseeded with 25 pounds/1,000 square feet of perennial ryegrass, which has been grown on plastic. Total square footage of the project area is 64,000 square feet.
   b. Pricing per square foot to strip all grass, remove all of the thick-cut sod, blecavate, regrade and resod with Tifsport bermudagrass
in the spring of 2010. Total square footage of the project area is 95,000.

4. Provide unit based pricing for each item identified in Attachment 5, Unit Based Pricing.

5. Describe the firm’s proposed fees for providing the Services, and include all applicable hourly or daily rates, price of turf, equipment fees, removal and disposal fees, price of materials (sand, gravel, etc.), and maintenance fees. The proposed fees must include all travel and related expenses.

6. The Selected Firm may have the opportunity to provide future services. The services may consist of, but are not limited to: sod repair, deep tine aeration, sprigging/row planting, topdress/leveling, laser grading, soil mixing to create a homogenous soil profile, soil amendments and irrigation installation. Include fees per square foot, acre, ton or cubic yard. Provide information regarding any/all warranties.

7. Provide a copy of the firm's most recent audited financial statements.

8. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.

9. Provide the following pricing details:
   a. When will the quoted pricing expire?
   b. When/ how often do price increases occur for materials?
   c. When/ how often do price increases occur to labor rates?
   d. What is your plan for dealing with price increases?

10. State the firm's agreement to accept electronic payments through a University-approved method and provide any additional discounts that may result from paying electronically.

   (Contact the University’s Payment Processor Specialist group in Procurement Services to set up the firm’s preferred method of receiving electronic payments at: (434) 924-4212 (phone), or uva-prs-boa@virginia.edu (email).)
C. Contractual Arrangements
1. State the firm’s acceptance of Attachment 1, Mandatory Contractual Provisions;
2. State the firm’s acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions;
3. Provide the University with any form or contract the University may be requested to sign; and
4. Provide a written statement with the firm’s proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.

D. Small, Women-owned and Minority-owned (SWAM) Business
The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s 2007 SWAM plan spend goal for firms certified by DMBE is:

<table>
<thead>
<tr>
<th>Business Enterprise Type</th>
<th>Goal Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>4.0 %</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>5.0 %</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0 %</td>
</tr>
</tbody>
</table>

This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. To view the University’s current quarterly achievements, click here [Current SWAM Report](#). As this report shows, the University is in need of assistance in the Minority-owned and Women-owned categories. Please tailor your firm’s SWAM plan to assist the University in meeting its goal.
Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by the Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE). All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms in accordance with Attachment 4, Executive VP and COO’s Request for Commitment letter.

E. Other Information
Provide any other information which the University should consider in evaluating the firm's proposal.

VI. Information about this RFP
A. Procurement Schedule
Here is a brief schedule for this procurement, specifying the important dates and milestones:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>04/22/09</td>
</tr>
<tr>
<td>Preproposal Conference</td>
<td>05/06/09</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals</td>
<td>05/20/09</td>
</tr>
<tr>
<td>Oral Presentations/ Negotiations</td>
<td>06/08/09</td>
</tr>
<tr>
<td>Contract Award</td>
<td>08/24/09</td>
</tr>
</tbody>
</table>

B. Issuance of RFP and Questions
The Issuing Office for this RFP is:
Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia 22904-4202
**NOTE: If RFP proposal is sent U. S. Postal Service use the P. O. Box. The University does not take responsibility for lost or misdirected mail.**

Attention: Frank J. Messina, Buyer Specialist  
Telephone: (434) 982-5879  
Fax: (434) 982-2690  
TDD: (434) 982-HEAR  
Email: fjm9g@virginia.edu

Any questions concerning this RFP will be directed to Frank J. Messina as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or wsc6ja@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference  
A conference for firms receiving this RFP will be held on Wednesday, May 6, 2009 at 10:00 a.m. EST in the McCue Center, Third Floor Conference Room, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map/). Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims by email pur-rfp@virginia.edu no later than 12:00 p.m. EST on Friday, May 1, 2009 of the names, titles, and phone numbers of the individuals who will attend.
D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m., EST on Wednesday, May 20, 2009. Seven copies of each proposal must be provided in individual, bound volumes. Firms must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

E. 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 Monday, June 8, 2009.

F. 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:

1. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.;
2. 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:

1. Preproposal Conference
2. Oral presentations
3. 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.

G. 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 an 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.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions

Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is
needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.
b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.


Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists, or when the University rejects all proposals.
J. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.
Attachment 1

Mandatory Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.
E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

If to the University:
Eric N. Denby
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor

Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments
which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale,
distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. Information Technology Access Act
In accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:
• Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
• Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
• Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of
information will permit the installation and effective use of non-visual access software and peripheral devices.
If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration
The eVA Internet electronic procurement solution, web site port[alt=www.eva.virginia.gov, target=_blank]al[www.eva.virginia.gov], is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at[www.eva.virginia.gov].

L. Contractor License Requirements
State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.
A copy of the license must be furnished upon request to the University or VASCUPP member institution.

M. Unauthorized Alien Use.

The Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.
A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The term of this Agreement will be for five years, with the ability to renew on the same terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations but cannot approve amendments to the Agreement or price changes.

D. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses
(including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.
I. Right of Audit

The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period.

J. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. 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 their 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 of at least $2,000,000 with coverage for the following:

{X} Premises/Operations  {X} Products/Completed Operations
{X} Contractual  {X} Independent Contractors
{X} Personal Injury  {X} Underground Explosion & Collapse
{X} Additional Insured*
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 coverages for vehicles operated by their employees.

\{X\} Any Automobile \{X\} Owned and Non-Owned Automobiles

*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."

L. Use of Agreement by Third Parties
It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. 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 Agreement no matter the circumstances.
Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

M. 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.

N. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement Services.

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site:


P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

Nancy Noblette
Administrative Assistant to the Director of Procurement Services
E-mail [nn9gi@virginia.edu](mailto:nn9gi@virginia.edu)
The quarterly SWAM business reports will contain this information:

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

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

Q. Payment Terms

The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: “5% 15/Net 30” would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.
Attachment 3

Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia 22904-4202

B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.
D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:

   Director of Procurement Services  
   University of Virginia  
   Carruthers Hall  
   1001 North Emmet Street  
   P.O. Box 400202  
   Charlottesville, Virginia 22904-4202

by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement Services and the Selected Firm mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.
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 been less effective in securing long-term business relationships with minority- and women-owned businesses. We are determined to improve our record.

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. 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,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer
LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228
### Attachment 5

**Unit Based Pricing**

<table>
<thead>
<tr>
<th>Sprigging/Row Planting Bermuda</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum for two acres of Patriot, TifSport, Tifway 419, Celebration (1,200 bushels)</td>
<td>$</td>
</tr>
<tr>
<td>Price per additional acre over two</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sod Repair: Thin Cut</th>
<th>Price per additional acre over two</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cut our sod, level grade and install</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surface Area</th>
<th>Price per square foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;2,000 square feet</td>
<td>$/square feet</td>
</tr>
<tr>
<td>2,000 square feet – 5,000 square feet</td>
<td>$/square feet</td>
</tr>
<tr>
<td>5,000 square feet – 10,000 square feet</td>
<td>$/square feet</td>
</tr>
<tr>
<td>10,000 square feet – 30,000 square feet</td>
<td>$/square feet</td>
</tr>
<tr>
<td>&gt;30,000 square feet</td>
<td>$/square feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sod Repair: Thick Cut</th>
<th>Price per additional acre over two</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency sod repair to competition field needing to be ready for play immediately</td>
<td>$/square feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surface Area</th>
<th>Price per square foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big roll, thick cut &lt; 9,000 square feet</td>
<td>$/square feet</td>
</tr>
<tr>
<td>Big roll, thick cut 9,000 square feet – 25,000 square feet</td>
<td>$/square feet</td>
</tr>
<tr>
<td>Big roll, thick cut 25,000 square feet – 50,000 square feet</td>
<td>$/square feet</td>
</tr>
<tr>
<td>Big roll, thick cut &gt; 50,000 SF</td>
<td>$/square feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certified Sports Field Manager Concert Management:</th>
<th>Price per additional acre over two</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct field protection up to 24 hrs per day monitoring and managing all access and construction/teardown of stage and on-field structures</td>
<td>$/Day with Minimum # of days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Aerification</th>
<th>Price per additional acre over two</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deeptine – solid tine 5” X 7”</td>
<td>$/square feet</td>
</tr>
<tr>
<td>Deeptine - Core 5” X 7”</td>
<td>$/square feet</td>
</tr>
<tr>
<td>Aerify 4” deep 2” X 2”</td>
<td>$/square feet</td>
</tr>
<tr>
<td>Topdress</td>
<td>$/ton</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Topdressing United States Golf Association topdressing sand labor, equipment and material</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Laser Grading</th>
<th>$/ field</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseball Infield: Tilled/dirt already added</td>
<td></td>
</tr>
<tr>
<td>Softball Infield: Tilled/dirt already added</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Drainage</th>
<th>$/field</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install new Cambridge drainage or equivalent system on new laser graded surface, with new irrigation and new sod</td>
<td>Specify pipe diameter, trench diameter and trench spacing $/square feet</td>
</tr>
<tr>
<td>Install Cambridge drainage or equivalent systems in an existing field with no laser grading, irrigation modification, or field prep</td>
<td>Specify pipe diameter, trench diameter and trench spacing $/square feet</td>
</tr>
<tr>
<td>Sand Cap – new installation of 6” United States Golf Association sand on matching sub-grade with perimeter drain line, new irrigation, and sod</td>
<td>$/square feet</td>
</tr>
<tr>
<td>Engineering services for Department of Conservation &amp; Recreation (DCR) approval for erosion and sedimentation control, storm water, surveying and grading plan for typical field</td>
<td>Typical Cost</td>
</tr>
<tr>
<td>Erosion control silt fencing and inlet protection</td>
<td>$/linear foot</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Synthetic Surfaces</th>
<th>$/square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Quality Monofilament Fiber</td>
<td>$/square feet &lt;30,000 square feet</td>
</tr>
<tr>
<td>High Quality Defibrillated Fiber</td>
<td>$/square feet &gt;30,000 square feet</td>
</tr>
<tr>
<td>Inlaid Football Markings (Numbers, Arrows, Hash Marks)</td>
<td>$</td>
</tr>
<tr>
<td>Inlaid Soccer Markings</td>
<td>$</td>
</tr>
<tr>
<td>Inlaid Lacrosse Markings</td>
<td>$</td>
</tr>
<tr>
<td>8” Typical Stone Base with Drainage and Concrete Curbing (back filled with soil) includes up to 10” of cut to fill over the site</td>
<td>$/square feet &lt;30,000 square feet $/square feet &gt;30,000 square feet</td>
</tr>
<tr>
<td>Additional storm pipe to outlet (100’ included in stone base)</td>
<td>$/square feet</td>
</tr>
</tbody>
</table>