

**STANDARD CONTRACT**Contract Number: **RU21043**

This contract entered into this 30th day of June, 2021, by **Lavery's Sod Farm, Inc.**, located at 620 Alleghany Spring Road, Shawsville, Virginia, 24162, hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency or Radford University", located at 801 East Main Street, Radford, VA. 24142."

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide Turfgrass Sod to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From **July 1, 2021** through **June 30, 2022** with the option for **four (4) one-year renewals or as negotiated**, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Radford University's Request for Proposal (RFP) **R21-006** dated March 16, 2021, Addendum No. 1 dated March 30, 2021;

Contractor's Proposal, with Addendum No. 1 acknowledgement, signed and dated April 1, 2021;

Negotiation Summation: Contractor's Negotiation Points signed and dated June 17, 2021.

5. **FINANCIAL COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents.

Lavery's Farm Sod, Inc.'s Pricing Table

	Item	Description	Price
A.	Tall Fescue Blend Sod	Delivered Price Per Square Yard	
	Quantities:	(1,800 sq. ft. to 3,500 sq. ft.) > 200 sq. yds. to 389 sq. yds.	\$4.41
		(3,600 sq. ft. to 4,100 sq. ft.) 400 sq. yds. to 455 sq. yds.	\$3.15
		(4,200 sq. ft. to 5,300 sq. ft.) 467 sq. yds. to 589 sq. yds.	\$3.06
		(5,400 sq. ft. or more) 600 sq. yds. or more	\$2.97
B.	Tall Fescue Blend Sod	Picked-up Price Per Square Yard	\$2.70
C.	Installation	Installation of Tall Fescue Blend Sod Per Square Yard	
	Quantities:	(3,000 – 3,500 sq. ft.) 333.33- 388.89 sq. yds.	\$2.70
		(3,600 sq. ft.) 400 sq. yds.	\$2.25

	(3,700 sq. ft. – 4,100 sq. ft.) 411 sq. yds. to 455 sq. yds.	\$1.98
	(4,200 sq. ft. – 5,300 sq. ft.) 467 sq. yds. to 589 yds.	\$1.80
	(5,400 sq. ft. or more) 600 sq. yds. or more	\$1.62

Pick-up Location Address Below:	
Offeror:	Lavery's Sod Farm, Inc.
Street Address:	620 Alleghany Spring Road
City, State, Zip Code:	Shawsville, VA 24162
Miles from Offeror to Radford University (501 Stockton Street, Radford, VA 24142):	20

6. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal (RFP) **R21-006**, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Katie Lavery Niekamp
Print Name: _____
 President
Title: _____
 DocuSigned by:
Signature: Katie Lavery Niekamp
 5280F39E000146A...
Date: 6/29/2021 | 11:17 AM EDT

RADFORD UNIVERSITY

Debbie Dove CPPB CUPO
Print Name: _____
 Senior Contract Officer
Title: _____
 DocuSigned by:
Signature: Debbie Dove CPPB CUPO
 52F3A28F4047428...
Date: 6/30/2021 | 8:15 AM EDT

Attachment A:

Radford University's Request for Proposal (RFP) R21-006 dated March 16, 2021

Addendum No. 1 dated March 30, 2021

Radford University Mandatory General Terms and Conditions



REQUEST FOR PROPOSAL # R21-006

TITLE: TURFGRASS SOD

DATE: MARCH 16, 2021

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL (RFP)
RFP # R21-006

GENERAL INFORMATION FORM

QUESTIONS/INQUIRIES: All questions/inquiries for information regarding this solicitation should be directed to:

Name: **Debbie Dove, Senior Contract Officer**

Phone: (540) 831-5598

Email: ddove1@radford.edu

Written questions to be submitted via email no later than: **March 26, 2021, 3:00 PM** Eastern Time

DUE DATE: Proposals will be received until **April 13, 2021** up to and including 3:00 PM Eastern Standard Time Eastern Time

LATE PROPOSALS: To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received in the Procurement and Contracts Department after the date and time designated are automatically deemed non-responsive and will **not** be given consideration. The University is **not** responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra university mail system. **It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time.**

ADDRESS: Proposals should be mailed or hand delivered to:

Radford University, Procurement and Contracts Department
P. O. Box 6885 (if via mail)
David E. Armstrong Complex, 501 Stockton St. (if via courier)
Radford, VA 24142-6885

Identify the envelope package as instructed in **Attachment A, Section #6** – Terms and Conditions.

PRE-PROPOSAL CONFERENCE: No pre-proposal conference scheduled.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at www.radford.edu for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

TYPE OF BUSINESS: (Please check all applicable classifications). In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD). Provide your assigned SBSD certification number: _____. For assistance with SWaM certification, visit the SBSD website at <https://www.sbsd.virginia.gov/>.

____ **Large**

____ **Small business** – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

_____ **Women-owned business** – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

_____ **Minority-owned business** – A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)
BUSINESS NAME /DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS
CONTACT NAME/TITLE (PRINT)		EMAIL ADDRESS
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER EVA VENDOR ID NUMBER VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER

I acknowledge that I have received the following addenda posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply.)

SIGNATURE: _____ **DATE:** _____

1. **PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to establish a contract(s) through competitive negotiations for **Turfgrass Sod** for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.

2. **SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:**

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University's SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

3. **CONTRACT PERIOD:** The term of this contract is for one (1) year, or as negotiated. There will be an option for four (4), one-year renewals, or as mutually negotiated.

4. **BACKGROUND:** Radford University is a comprehensive public university of 11,870 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 76 bachelor's degree programs in 47 disciplines, three associate degrees, and six certificates at the undergraduate level; 27 master's programs in 22 disciplines and six doctoral programs at the graduate level; and 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Conference, Radford University competes in 16 men's and women's varsity athletics. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for more than 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service.

Specific Background: During the period of 2015-2020, Radford University procured an average of **\$33,430.68** per year for Turfgrass Sod. The yearly spend is totally dependent upon the projects that Radford University Facilities Management and Facilities Planning and Construction departments have been directed to complete.

5. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCURMENT SYSTEM:** The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a self-registered vendor in the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This

process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email eVACustomerCare@DGS.Virginia.gov.

6. **CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

Under the authority of §6 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia* (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Refer to **Attachment C**, Zone Map, if the Offeror wishes to submit a separate pricing structure based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

7. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is the **Facilities Management Landscape Superintendent**.

8. **DEFINITIONS: INTENTIONALLY LEFT BLANK**

9. **STATEMENT OF NEEDS:** The University is seeking a qualified contractor(s) who should furnish all labor, tools, materials, equipment, staff, and supervision to provide turfgrass sod as described in the Statement of Needs:

A. **Materials:**

1. Sod Variety: Contractor should be able to submit evidence of sod varieties specified in proposal. All proposed blends must be proven to be successful in the hardiness zone applicable to Radford University:
 - a. Tall Fescue: Shall consist of a 3-way blend of improved varieties of Turf Type Tall Fescue. Tall Fescue blends may consist of up to 20% Kentucky Bluegrass.
 - b. Bermuda grass: Latitude 36 or approved equivalent.
2. Thickness of Cut: Turfgrass sod shall be machine cut at uniform soil thickness of 0.50" to 1.00", at the time of cutting. Measurement for thickness shall exclude top growth and thatch.
3. Pad Size: Individual pieces of turfgrass sod should be cut to the supplier's standard width and length. Maximum allowable deviation from standard widths and lengths should be plus or minus 0.5 inch (15 mm) on width and plus or minus five percent on length. Broken pads and torn or uneven ends will not be acceptable.
4. Strength of Turf Sod Sections: Standard size sections of turfgrass sod should be strong enough that it can be picked up and handled without damage. Sod should hold its shape and integrity when held vertically from the top 10%.
5. Moisture Content: Turfgrass sod should not be harvested or transplanted when its moisture content (excessively dry or wet) may adversely affect its survival.
6. Mowing Height: The turfgrass should be mowed uniformly on a consistent basis.
7. Time Limitations: Turfgrass sod should be harvested, delivered, and installed/transplanted within a period of 24 hours, unless a suitable preservation method is approved prior to delivery. Contractor should be able to supply sod for pickup or delivery within 24 hours of notification.
8. Thatch: Turfgrass sod should be relatively free of thatch, up to 0.5 inch (15 mm) allowable (uncompressed).
9. Diseases, Nematodes and Insects: Turfgrass sod shall be reasonably free of diseases, nematodes and soil-borne insects. Evidence of such may result in the University rejecting sod deliveries.

- B. **Delivery and Off-Loading:** Turfgrass sod should be delivered to various locations in and around Radford University. It should be off-loaded using equipment furnished by the turfgrass sod supplier. Sod rolls should be palletized for delivery. The typical delivery size is approximately 2,000 square feet but may be as low 1,000 square feet. The contractor should have access to large road tractor sized equipment for large deliveries. **The offeror should be within a 50-mile radius of Radford University so that pickup of small orders is possible.**

C. **Transplanting/Installation:**

1. Strip: The first row of turfgrass sod should be laid in a straight line, with subsequent rows placed parallel to and tightly against each other. Lateral joints should be staggered to promote more uniform growth and strength. Care should be exercised to ensure that the pieces are not stretched or overlapped and that all joints are butted tightly to prevent voids that would cause air drying of the roots. Cuts and debris should be removed by the contractor.

2. Sloping Surfaces: On 3:1 greater slopes, traditional size (1 sq. yd./1sq m) turfgrass sod should be laid across the angle of the slope (perpendicular), with staggered joints and secured by tamping, pegging, stapling or other approved methods of temporarily securing each piece.
 3. As sodding is completed in any one section, the entire area should be lightly rolled.
 4. University Responsibilities: to support the installation of sod the University will provide:
 - a. All soil prepared and ready to lay sod on.
 - b. All watering needed on site before, during, and after sod is installed.
10. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:
- A. Qualifications/Experience of Offeror: Offeror should describe experience and capability in providing the services outlined in this RFP. Provide an overview of your firm, including company history and years of experience providing services for commercial customers.
 - B. Plans/Methodology of Offeror: Outline your company's organizational structure. Describe how you will provide services outlined in Section 9, Statement of Needs.
 - C. Quality of Products/Services Offered:
 1. Identify any limits or time constraints to providing services.
 2. Outline how much notice is needed to provide services. Define response times.
 3. Describe the best warranties available for the University.
 4. Describe the process for replacement of defective, damaged materials.
 5. Describe your company's order return policy.
 - D. Cost:
 1. Complete Pricing Table in Attachment D.
 2. Identify any additional charges that may be incurred.
 - E. References: Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client's name, address, and the name and phone number of the individual Radford University has your permission to contact.
 - F. Participation of Small, Women-owned and Minority-owned business (SWaM) Business: If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSd website at <http://www.sbsd.virginia.gov>.
11. **SELECTION CRITERIA AND AWARD:**
- A. **Selection Criteria:** Proposals will be evaluated by Radford University using the following weighted evaluation criteria:

	Evaluation Criteria	Percentage of Points
1	Qualifications and experience of Offeror in providing the goods/services.	20%

2	Quality of products/services offered and suitability for the intended purposes.	20%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial Proposal	30%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

- B. **Award to Multiple Offerors:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected Radford University shall select the Offerors which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University reserves the right to make multiple awards as a result of this solicitation. Radford University may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Radford University determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. See **Attachment B** for sample contract form.

12. PROPOSAL PREPARATION AND SUBMISSION:

- A. **GENERAL INSTRUCTIONS: RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include:

1. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.3 below.
2. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.3 below.
3. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This USB/Flash Drive should be marked "**Redacted Copy**".
4. Response shall be submitted to:

Radford University
Procurement and Contracts Department
Attn: Debbie Dove
P.O. Box 6885
David E. Armstrong Complex
501 Stockton Street
Radford, VA 24142-6885

Identify the envelope/package as instructed in Attachment A, Section #6 – Terms and Conditions

No other distribution of the proposal shall be made by the Offeror.

B. PROPOSAL PREPARATION:

1. **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
4. **Word Usage:** As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
5. **Binding:** The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. **Ownership:** Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia of Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal.
7. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a

part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.

- C. **ORAL PRESENTATIONS:** Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and location of these presentations. Oral presentations may be conducted at the option of Radford University; therefore, proposals should be complete.
13. **PRE-PROPOSAL CONFERENCE:** No preproposal conference scheduled.
14. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email. Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities, unit prices and Purchase Order number. Invoicing and payment will be in accordance with the Contract Documents. Mail or Email (preferred) Invoice(s) to:
- RADFORD UNIVERSITY**
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906
Email: acctspayable@radford.edu
- Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods/services, whichever is later, in accordance with the [Commonwealth of Virginia Prompt Payment Act](#).
15. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to www.eva.virginia.gov. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
16. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Contract Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
17. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.
18. **ATTACHMENTS:**
- Attachment A – Terms and Conditions
Attachment B – Sample of Standard Contract Form
Attachment C – Zone Map for Cooperative Contracts
Attachment D – Pricing Table

Attachment A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

See Link Below:

[GENERAL TERMS AND CONDITIONS.pdf](#)

ADDITIONAL TERMS AND CONDITIONS:

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

From:	Name of Offeror	Due Date	Time Due
Street or Box Number		Solicitation Number	
City, State, Zip Code		Solicitation Title	
Name of Procurement Officer:			

The envelope should be addressed to:
RADFORD UNIVERSITY

Procurement and Contracts Department
P.O. Box 6885 (if via mail)
501 Stockton Street (if via courier)
Radford, Virginia 24142

The Offeror takes the risk that if the envelope is **not marked** as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on the RFP Cover Page

Attention: Name of Person Signing RFP

If to Radford University:

RADFORD UNIVERSITY

Procurement and Contracts Department

Attn: Debbie Dove

P.O. Box 6885

501 Stockton Street

Radford, Virginia 24142

8. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.
9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any Proposal received in response to this solicitation shall be valid for (180) days. At the end of the (180) days the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.
3. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified:
- Contractor Name: _____ Subcontractors Name: _____
License: _____ Type: _____
4. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

5. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Blanket Purchase Order in advance for delivery of Goods and Services. For initiated turfgrass sod projects, separate purchase orders will be issued. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
6. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of four (4) one (1) year periods under the terms and conditions of the original Contract except as stated in A, B, C, & D below. Price increases may be negotiated only at the time of renewal. Written notice of Radford University's intention to renew shall be given (approximately 90 days) prior to the expiration date of each Contract period.
- A. If, after the initial year of the contract, Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/decrease of the **Services** category of the **CPI** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B. If during the first one-year renewal Radford University elects to exercise the option to renew the Contract for the second additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the **Services** category of the **CPI** section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- C. If during the second one-year renewal Radford University elects to exercise the option to renew the Contract for the third additional one-year period, the Contract price(s) for the third additional one-year period shall not exceed the contract price(s) of the second one-year renewal period increased/decreased by no more than the percentage increase/decrease of the **Services** category of the **CPI** section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- D. If during the third one-year renewal Radford University elects to exercise the option to renew the Contract for the fourth additional one-year period, the Contract price(s) for the fourth additional one-year period shall not exceed the contract price(s) of the third one-year renewal period increased/decreased by no more than the percentage increase/decrease of the **Services** category of the **CPI** section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
7. **SAMPLES:** After proposals are received, and at its option, Radford University may require Contractor to provide a sample for each designated item so offered. Samples should be an exact and true representative sample of the actual material offered and may be considered by Radford University in making a contract award decision. Each sample should be properly tagged or labeled with the name of the Contractor and manufacturer. Proposal samples shall be provided at no cost to Radford University. Furthermore, Radford University reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform to the Contract requirements, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the Contract requirements with no additional costs to Radford University. Upon request, submit samples to:

Radford University
Procurement and Contracts Department
501 Stockton Street
P.O. Box 6885
Radford, VA 24142
Solicitation #R21-006
ATTN: DEBBIE DOVE

8. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

Attachment B
SAMPLE CONTRACT FORM
Standard Contract form for reference only
Offerors do not need to fill in this form.



STANDARD CONTRACT

Contract Number: **Rxxxxx**

This contract entered into this ____ day of _____, 20__, by _____, located at **(insert complete physical address)**, hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency or Radford University", located at 801 East Main Street, Radford, VA. 24142."

7. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
8. **SCOPE OF CONTRACT:** The Contractor shall provide _____ to Radford University as set forth in the Contract Documents.
9. **TERM OF CONTRACT:** From _____ through _____ with _____ **(number of years)** year renewal options or as negotiated, to include all contractual provisions contained herein.
10. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Radford University's Request for Proposal (RFP) **R21-006** dated _____, Addendum **xxx** dated _____ **(list all addendums in this format).**

Contractor's Proposal signed and dated _____

Negotiation Summation: **(List each document by title and execution date)**

11. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents. **(*Note: If advantageous you can list compensation here.)**

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Print Name: _____

Title: _____

Signature: _____

Date: _____

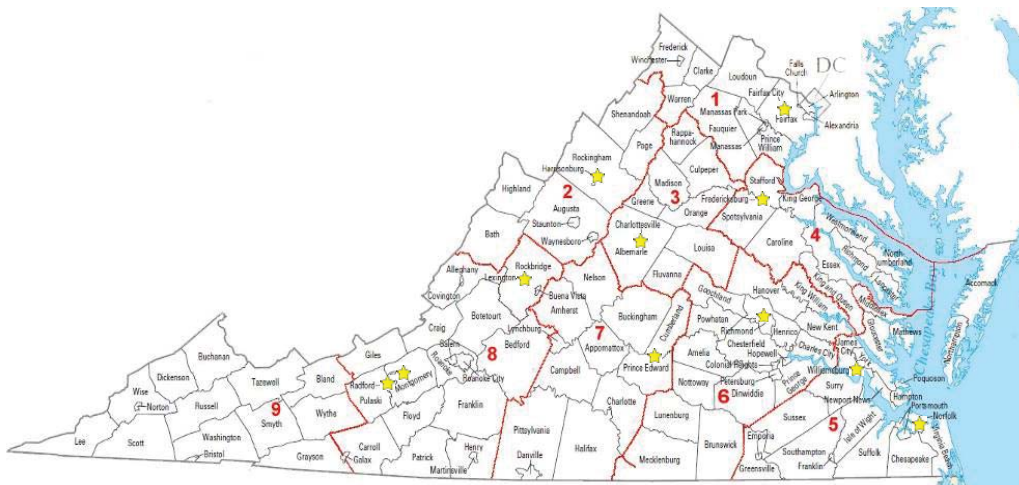
RADFORD UNIVERSITY

Print Name: _____

Title: _____

Signature: _____

Date: _____

Attachment C**ZONE MAP**

**Virginia Association of State College & University Purchasing Professionals
(VASCUPP)**

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u>

The zone map is provided for the Offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Attachment D**PRICING TABLE**

Attachment D should be completed and submitted by the Offeror as part of a complete Proposal. Offerors shall identify **all** costs associated with providing the goods/services as specified in this document.

Insert pricing for each line item you can provide. As this is a multi-award solicitation, it is not a disqualifier if you cannot provide pricing to all line items.

*Note: Offeror's own templates may be utilized but the pricing table below is the minimum pricing information that the University requires in your response to this solicitation.

Offerors should indicate any allowed discounts or rebate incentives, including any discounts for payment terms less than Net 30 days.

PRICING TABLE				
	ITEM	DESCRIPTION	MILES	PRICE
A.	Tall Fescue Blend Sod	Delivered Price Per Square Yard		\$
B.	Tall Fescue Blend Sod	Picked-Up Price Per Square Yard		\$
C.	Bermuda Grass Sod	Delivered Price Per Square Yard		\$
D.	Bermuda Grass Sod	Picked-Up Price Per Square Yard		\$
E.	Installation	Installation of Tall Fescue Blend Sod Per Square Yard	N/A	\$
F.	Installation	Installation of Bermuda Grass Sod Per Square Yard	N/A	\$

Pick-up Location Address Below	
Offeror:	
Street Address:	
City, State, Zip Code:	
Miles from Offeror to Radford University (501 Stockton Street, Radford, VA 24142):	



Addendum Number 1

Date: March 30, 2021

Reference Request For Proposal Number:	R21-006
Commodity:	Turfgrass Sod
RFP Dated:	March 16, 2021
For Delivery To:	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	April 13, 2021, up to 3:00 PM Eastern Time

Below are questions and information related to RFP # R21-006 Turfgrass Sod:

1Q: Paragraph 9.B. states that the offeror should be within a 50-mile radius of Radford University so that pickup of small orders is possible. If an offeror is over the 50 miles, is this going to be a problem?

1A: The RFP lists the mileage as a “should” vs “shall” or “must”. It is preferable but not required. See Page 8, Section B, #4 – Word Usage. It explains the “should” term in more detail:

Word Usage: As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. **Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary.** Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal

2Q: Is the time period for the contracts with RU for 3 years or 4?

2A: The RFP states on page 4, Section #3, the term is for 1 year, or as negotiated. There will be an option for four (4), one-year renewals, or as mutually negotiated.

3Q: Confirm Radford would need as small a quantity delivery rate such as 2,000 down to 1,000 sq ft delivered. Offeror desires a plan for 3,000 (5 pallets) or more per delivery when determining pricing info for Radford.

3A: **Radford University cannot pick up sod more than 1,800 square feet.** See page 15, Attachment D Pricing Table. The table is a sample that the offeror can use when pricing. The offeror's own templates may be utilized but the pricing table is the minimum pricing information that the University requires in your response to this solicitation.

NOTE: When signing your offer, check the 1 _____ to acknowledge you received and read this Addendum and sign at the bottom of page 3 of the RFP #R21-006 document. See SNIP below for reference.

I acknowledge that I have received the following addenda posted for this solicitation.

1 ☒ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply.)

SIGNATURE: _____ DATE: _____

Respectfully,

DocuSigned by:
Debbie Dove CPPB CUPO
92F3A26F4047428...

Phone: 540-831-5598

Email: ddove1@radford.edu



GENERAL TERMS AND CONDITIONS

This solicitation and any resulting contract are subject to the provisions of the *Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendor's* and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at www.vascupp.org.

1. **ADMINISTRATIVE APPEALS PROCEDURE:** Although Radford University is authorized to establish an administrative appeals procedure, it has chosen not to develop such procedures, but rather will rely on legal action for such determinations. (Governing Rule §55). However, Radford University reserves the right to use Alternative Dispute Resolution (ADR) for hearing appeals from decisions on disputes arising during the performance of a contract or when it is deemed to be in the best interest of the University. (Governing Rule §56).
2. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §10 of the Governing Rules. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Governing Rule §36).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provision of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University, and the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of

Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

4. **ANNOUNCEMENT OF AWARD:** Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.
5. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.
6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
7. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.
8. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or if there is none, in accordance with the dispute's clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors (Governing

Rule §53). Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

9. **CONTROLLING VERSION OF SOLICITATION:** The original version of the solicitation and any addenda issued by Radford University's Procurement and Contracts Department is the mandatory controlling version of the document. Any modification to the solicitation by the bidder or offeror shall not modify the original version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the bidder or offeror may be cause for rejection of the bid or proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid or proposal.
10. **DEBARMENT STATUS:** By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
11. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
12. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) 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 contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract. (Governing Rule §11).

13. **EO/AA STATEMENT:** If this contract is a covered government contract or subcontract, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Radford University does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status; or otherwise discriminate against employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees, or applicants; or any other basis protected by law.
14. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment; loan, subscription, advance, deposit of money,

services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

15. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, website portal [eVA Electronic Virginia Portal](#) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth should participate in the eVA internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors should self-register in eVA and pay applicable vendor transaction fees. Failure to register may result in the bid/proposal being rejected.

16. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any contractor with more than an average of 50 employees for the previous 12-months entering into a contract in excess of \$50,000 with the University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

17. **FEDERAL GRANTS:** The following provisions apply to a contract made under a federal grant: Appendix II C.F.R. 200§§200.317-200.326.

18. **FORCE MAJEURE:** The performance of the contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the contract. The contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized illegal alien as defined in the federal Immigration Reform and Control Act of 1986.

20. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor; or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or failure of the issuing agency to use the material, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

21. **MANDATORY USE OF RADFORD UNIVERSITY'S FORM AND TERMS AND CONDITIONS:**

Failure to submit a response on Radford University's form provided for that purpose may be a cause for rejection of the response. Modification of or additions to the General Terms and Conditions of the solicitation may be cause of rejection of the response; however, the University reserves the right, on a case by case basis, in its sole discretion, whether or not to reject such a response.

22. **NONDISCRIMINATION OF CONTRACTORS:** A bidder/offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific

contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.

23. **PAYMENT:**

1. **Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
- c. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the University of its prompt payment obligations with respect to those charges which are not in dispute (*Governing Rule §53. Contractual disputes*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment record for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the University and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under

the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan as specified in the contract documents and is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the University or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.
24. **PRECEDENCE OF TERMS:** The following paragraphs of these General Terms and Conditions shall apply in all instances: **Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors, Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of Radford University's Form and Terms and Conditions, Clarification of Terms, and Payment.** In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
25. **PRICING CURRENCY:** Unless otherwise stated in the solicitation, bidder/offeror shall state bid/offer in U.S. dollars.
26. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the University all such information and data for this purpose as may be requested. The University reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The University further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the University that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
27. **SUPREMACY CLAUSE:** Notwithstanding any provision in the bidder's/offeror's response to the contrary, the bidder/offeror agrees that the terms and conditions contained in Radford University's bid/offer prevail over contrary terms and conditions in the bidder's/offeror's response.
28. **TAXES:** Sales to the Commonwealth of Virginia and Radford University are normally exempt from state sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The appropriate University Sales and Use Tax of Exemption number is as follows: RU 10-546001789F-001; FIN 54-6001789
29. **TESTING AND INSPECTION:** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
30. **TRANSPORTATION AND PACKAGING:** By submitting bids/offers, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest band best rate upon the actual weight of the goods to be shipped. Except as otherwise specified herein standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity.
31. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer name, but conveys the general style, type, character, and quality of the product desired. Any product which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets

the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid as nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

Attachment B:

Contractor's Proposal Signed and Dated April 1, 2021

**Contractor's Addendum No. 1 Acknowledged dated
April 1, 2021**

RADFORD UNIVERSITY

REQUEST FOR PROPOSAL # R21-006

TITLE: TURFGRASS SOD

DATE: MARCH 16, 2021

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL (RFP)
RFP # R21-006

GENERAL INFORMATION FORM

QUESTIONS/INQUIRIES: All questions/inquiries for information regarding this solicitation should be directed to:

Name: **Debbie Dove, Senior Contract Officer**

Phone: (540) 831-5598

Email: ddove1@radford.edu

Written questions to be submitted via email no later than: **March 26, 2021, 3:00 PM Eastern Time**

DUE DATE: Proposals will be received until **April 13, 2021** up to and including 3:00 PM Eastern Standard Time Eastern Time

LATE PROPOSALS: To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received in the Procurement and Contracts Department after the date and time designated are automatically deemed non-responsive and will **not** be given consideration. The University is **not** responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra university mail system. **It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time.**

ADDRESS: Proposals should be mailed or hand delivered to:

Radford University, Procurement and Contracts Department

P. O. Box 6885 (if via mail)

David E. Armstrong Complex, 501 Stockton St. (if via courier)

Radford, VA 24142-6885

Identify the envelope package as instructed in **Attachment A, Section #6 – Terms and Conditions.**

PRE-PROPOSAL CONFERENCE: No pre-proposal conference scheduled.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at www.radford.edu for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

TYPE OF BUSINESS: (Please check all applicable classifications). In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD). Provide your assigned SBSD certification number: 726209 For assistance with SWaM certification, visit the SBSD website at <https://www.sbsd.virginia.gov/>.


☒ **Large**

☒ **Small business** – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

☒ **Women-owned business** – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

Minority-owned business – A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) Lavery's Sod Farm, Inc.		FEDERAL TAXPAYER NUMBER (ID#) 	
BUSINESS NAME /DBA NAME/TA NAME (If different than the Full Legal Name) Lavery's Sod Farm		BILLING NAME (Company name as it appears on your invoice) Lavery's Sod Farm	
PURCHASE ORDER ADDRESS PO Box 387 Shawsville, VA 24162		PAYMENT ADDRESS PO Box 387 Shawsville, VA 24162	
CONTACT NAME/TITLE (PRINT) Katie Lavery Niekamp		EMAIL ADDRESS lsfsodprincess@aol.com	
TELEPHONE NUMBER 540-268-1220	TOLL FREE TELEPHONE NUMBER	FAX NUMBER 540-268-1320	EVA VENDOR ID NUMBER VS0000065061 VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER 0330051-4

I acknowledge that I have received the following addenda posted for this solicitation.

1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ (Please check all that apply.)

SIGNATURE: 

DATE: 4-1-21

1. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish a contract(s) through competitive negotiations for **Turfgrass Sod** for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.

2. SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University's SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

3. CONTRACT PERIOD:

The term of this contract is for one (1) year, or as negotiated. There will be an option for four (4), one-year renewals, or as mutually negotiated.

4. BACKGROUND:

Radford University Background: Radford University is a comprehensive public university of 11,870 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 76 bachelor's degree programs in 47 disciplines, three associate degrees, and six certificates at the undergraduate level; 27 master's programs in 22 disciplines and six doctoral programs at the graduate level; and 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Conference, Radford University competes in 16 men's and women's varsity athletics. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for more than 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service.

Specific Background: During the period of 2015-2020, Radford University procured an average of \$33,430.68 per year for turfgrass sod. The yearly spend is totally dependent upon the projects that Radford University Facilities Management and Facilities Planning and Construction departments have been directed to complete.

5. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCURMENT SYSTEM: The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a **self-registered** vendor in the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email eVACustomerCare@DGS.Virginia.gov.

6. **CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Refer to **Attachment C, Zone Map**, if the Offeror wishes to submit a separate pricing structure based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

7. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is the **Facilities Management Landscape Superintendent**.

8. **DEFINITIONS: INTENTIONALLY LEFT BLANK**

9. **STATEMENT OF NEEDS:** The University is seeking a qualified contractor(s) who should furnish all labor, tools, materials, equipment, staff, and supervision to provide turfgrass sod as described in the Statement of Needs:

A. **Materials:**

1. Sod Variety: Contractor should be able to submit evidence of sod varieties specified in proposal. All proposed blends must be proven to be successful in the hardiness zone applicable to Radford University:
 - a. Tall Fescue: Shall consist of a 3-way blend of improved varieties of Turf Type Tall Fescue. Tall Fescue blends may consist of up to 20% Kentucky Bluegrass.
 - b. Bermuda grass: Latitude 36 or approved equivalent.
2. Thickness of Cut: Turfgrass sod shall be machine cut at uniform soil thickness of 0.50" to 1.00", at the time of cutting. Measurement for thickness shall exclude top growth and thatch.
3. Pad Size: Individual pieces of turfgrass sod should be cut to the supplier's standard width and length. Maximum allowable deviation from standard widths and lengths should be plus or minus 0.5 inch (15 mm) on width and plus or minus five percent on length. Broken pads and torn or uneven ends will not be acceptable.

4. **Strength of Turf Sod Sections:** Standard size sections of turfgrass sod should be strong enough that they can be picked up and handled without damage. Sod should hold its shape and integrity when held vertically from the top 10%.
5. **Moisture Content:** Turfgrass sod should not be harvested or transplanted when its moisture content (excessively dry or wet) may adversely affect its survival.
6. **Mowing Height:** The turfgrass should be mowed uniformly on a consistent basis.
7. **Time Limitations:** Turfgrass sod should be harvested, delivered, and installed/transplanted within a period of 24 hours, unless a suitable preservation method is approved prior to delivery. Contractor should be able to supply sod for pickup or delivery within 24 hours of notification.
8. **Thatch:** Turfgrass sod should be relatively free of thatch, up to 0.5 inch (15 mm) allowable (uncompressed).
9. **Diseases, Nematodes and Insects:** Turfgrass sod shall be reasonably free of diseases, nematodes and soil-borne insects. Evidence of such may result in the University rejecting sod deliveries.

B. Delivery and Off-Loading: Turfgrass sod should be delivered to various locations in and around Radford University. It should be off-loaded using equipment furnished by the turfgrass sod supplier. Sod rolls should be palletized for delivery. The typical delivery size is approximately 2,000 square feet but may be as low 1,000 square feet. The contractor should have access to large road tractor sized equipment for large deliveries. **The offeror should be within a 50-mile radius of Radford University so that pickup of small orders is possible.**

C. Transplanting/Installation:

1. **Strip:** The first row of turfgrass sod should be laid in a straight line, with subsequent rows placed parallel to and tightly against each other. Lateral joints should be staggered to promote more uniform growth and strength. Care should be exercised to ensure that the pieces are not stretched or overlapped and that all joints are butted tightly to prevent voids that would cause air drying of the roots. Cuts and debris should be removed by the contractor.
2. **Sloping Surfaces:** On 3:1 greater slopes, traditional size (1 sq. yd./1sq m) turfgrass sod should be laid across the angle of the slope (perpendicular), with staggered joints and secured by tamping, pegging, stapling or other approved methods of temporarily securing each piece.
3. As sodding is completed in any one section, the entire area should be lightly rolled.
4. **University Responsibilities:** to support the installation of sod the University will provide:
 - a. All soil prepared and ready to lay sod on.
 - b. All watering needed on site before, during, and after sod is installed.

10. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- A. Qualifications/Experience of Offeror:** Offeror should describe experience and capability in providing the services outlined in this RFP. Provide an overview of your firm, including company history and years of experience providing services for commercial customers.
- B. Plans/Methodology of Offeror:** Outline your company's organizational structure. Describe how you will provide services outlined in Section 9, Statement of Needs.
- C. Quality of Products/Services Offered:**
 1. Identify any limits or time constraints to providing services.
 2. Outline how much notice is needed to provide services. Define response times.
 3. Describe the best warranties available for the University.
 4. Describe the process for replacement of defective, damaged materials.
 5. Describe your company's order return policy.

D. Cost:

1. Complete Pricing Table in Attachment D.
2. Identify any additional charges that may be incurred.

E. References: Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client's name, address, and the name and phone number of the individual Radford University has your permission to contact.

F. Participation of Small, Women-owned and Minority-owned business (SWaM) Business: If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at <http://www.sbsd.virginia.gov>.

11. SELECTION CRITERIA AND AWARD:

A. Selection Criteria: Proposals will be evaluated by Radford University using the following weighted evaluation criteria:

	Evaluation Criteria	Percentage of Points
1	Qualifications and experience of Offeror in providing the goods/services.	20%
2	Quality of products/services offered and suitability for the intended purposes.	20%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial Proposal	30%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

B. Award to Multiple Offerors: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected Radford University shall select the Offerors which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University reserves the right to make multiple awards as a result of this solicitation. Radford University may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Radford University determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. See **Attachment B** for sample contract form.

12. PROPOSAL PREPARATION AND SUBMISSION:

A. GENERAL INSTRUCTIONS: RFP Responses: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include:

1. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.3 below.
2. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.3 below.

3. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy **Page 3 of 12** in Word format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS**. All identified proprietary information should be blacked out. This USB/Flash Drive should be marked "**Redacted Copy**".
4. Response shall be submitted to:

Radford University
Procurement and Contracts Department
Attn: Debbie Dove
P.O. Box 6885
David E. Armstrong Complex
501 Stockton Street
Radford, VA 24142-6885

Identify the envelope/package as instructed in Attachment A, Section #6 – Terms and Conditions
No other distribution of the proposal shall be made by the Offeror.

B. PROPOSAL PREPARATION:

1. **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
4. **Word Usage:** As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
5. **Binding:** The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. **Ownership:** Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia of Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret proprietary information. The classification of an

entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets. Page 38 of 62
and may result in the rejection of the proposal.

7. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.

- C. **ORAL PRESENTATIONS:** Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and location of these presentations. Oral presentations may be conducted at the option of Radford University; therefore, proposals should be complete.

13. **PRE-PROPOSAL CONFERENCE:** No preproposal conference scheduled.

14. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email. Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities, unit prices and Purchase Order number. Invoicing and payment will be in accordance with the Contract Documents. Mail or Email (preferred) Invoice(s) to:

RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906
Email: acctspayable@radford.edu

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods/services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act.

15. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to www.eva.virginia.gov. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
16. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Contract Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
17. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.
18. **ATTACHMENTS:**
- Attachment A – Terms and Conditions
Attachment B – Sample of Standard Contract Form
Attachment C – Zone Map for Cooperative Contracts
Attachment D – Pricing Table

TERMS AND CONDITIONS**GENERAL TERMS AND CONDITIONS:**

See Link Below:

GENERAL TERMS AND CONDITIONS.pdf**ADDITIONAL TERMS AND CONDITIONS:**

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

From: Name of Offeror**Due Date****Time Due****Street or Box Number****Solicitation Number****City, State, Zip Code****Solicitation Title****Name of Procurement Officer:**

The envelope should be addressed to:

RADFORD UNIVERSITY
 Procurement and Contracts Department
 P.O. Box 6885 (if via mail)
 501 Stockton Street (if via courier)
 Radford, Virginia 24142

The Offeror takes the risk that if the envelope is **not marked** as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on the RFP Cover Page
Attention: Name of Person Signing RFP

If to Radford University:

RADFORD UNIVERSITY
 Procurement and Contracts Department
 Attn: Debbie Dove
 P.O. Box 6885
 501 Stockton Street
 Radford, Virginia 24142

8. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.
9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any Proposal received in response to this solicitation shall be valid for (180) days. At the end of the (180) days the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.
3. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified:
- Contractor Name: Lavery's Sod Farm Inc Subcontractors Name: _____
- License #: 2705034481 Type: Class A Contractor
4. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
5. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Blanket Purchase Order in advance for delivery of Goods and Services. For initiated turfgrass sod projects, separate purchase orders will be issued. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
6. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of four (4) one (1) year periods under the terms and conditions of the original Contract except as stated in A, B, C, & D below. Price increases may be negotiated only at the time of renewal. Written notice of Radford University's intention to renew shall be given (approximately 90 days) prior to the expiration date of each Contract period.
- A. If, after the initial year of the contract, Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/decrease of the Services category of the CPI section of the

Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Page 11 of 12

- B. If during the first one-year renewal Radford University elects to exercise the option to renew the Contract for the second additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the **Services** category of the **CPI** section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- C. If during the second one-year renewal Radford University elects to exercise the option to renew the Contract for the third additional one-year period, the Contract price(s) for the third additional one-year period shall not exceed the contract price(s) of the second one-year renewal period increased/decreased by no more than the percentage increase/decrease of the **Services** category of the **CPI** section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- D. If during the third one-year renewal Radford University elects to exercise the option to renew the Contract for the fourth additional one-year period, the Contract price(s) for the fourth additional one-year period shall not exceed the contract price(s) of the third one-year renewal period increased/decreased by no more than the percentage increase/decrease of the **Services** category of the **CPI** section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
7. **SAMPLES:** After proposals are received, and at its option, Radford University may require Contractor to provide a sample for each designated item so offered. Samples should be an exact and true representative sample of the actual material offered and may be considered by Radford University in making a contract award decision. Each sample should be properly tagged or labeled with the name of the Contractor and manufacturer. Proposal samples shall be provided at no cost to Radford University. Furthermore, Radford University reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform to the Contract requirements, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the Contract requirements with no additional costs to Radford University. Upon request, submit samples to:
- Radford University
Procurement and Contracts Department
 501 Stockton Street
 P.O. Box 6885
 Radford, VA 24142
 Solicitation #**R21-006**
ATTN: DEBBIE DOVE
8. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

SAMPLE CONTRACT FORM

Standard Contract form for reference only
Offerors do not need to fill in this form.

RADFORD
UNIVERSITY

STANDARD CONTRACT

Contract Number: Rxxxxx

This contract entered into this ___ day of ___, 20___, by _____, located at (insert complete physical address), hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency or Radford University", located at 801 East Main Street, Radford, VA. 24142."

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide _____ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From _____ through _____ with _____ (number of years) year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document:

Radford University's Request for Proposal (RFP) R21-006 dated _____, Addendum xxx dated _____ (list all addendums in this format).

Contractor's Proposal signed and dated _____

Negotiation Summation: (List each document by title and execution date)

5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents. (*Note: If advantageous you can list compensation here.)

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Print Name: _____

Title: _____

Signature: _____

Date: _____

RADFORD UNIVERSITY

Print Name: _____

Title: _____

Signature: _____

Date: _____

ZONE MAP**Virginia Association of State College & University Purchasing Professionals (VASCUPP)****List of member institutions by zones****Zone 1**

George Mason University

Zone 4University of Mary Washington
(Fredericksburg)**Zone 7**Longwood University
(Farmville)**Zone 2**

James Madison University (Harrisonburg)

Zone 5College of William and Mary (Williamsburg)
Old Dominion University (Norfolk)**Zone 8**Virginia Military Institute (Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)**Zone 3**

University of Virginia

Zone 6Virginia Commonwealth
University (Richmond)**Zone 9**

The zone map is provided for the Offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Attachment D**PRICING TABLE**

Attachment D should be completed and submitted by the Offeror as part of a complete Proposal. Offerors shall identify all costs associated with providing the goods/services as specified in this document.

Insert pricing for each line item you can provide. As this is a multi-award solicitation, it is not a disqualifier if you cannot provide pricing to all line items.

*Note: Offeror's own templates may be utilized but the pricing table below is the minimum pricing information that the University requires in your response to this solicitation.

Offerors should indicate any allowed discounts or rebate incentives, including any discounts for payment terms less than Net 30 days.

PRICING TABLE				
	ITEM	DESCRIPTION	MILES	PRICE
A.	Tall Fescue Blend Sod	Delivered Price Per Square Yard		\$
B.	Tall Fescue Blend Sod	Picked-Up Price Per Square Yard		\$
C.	Bermuda Grass Sod	Delivered Price Per Square Yard		\$
D.	Bermuda Grass Sod	Picked-Up Price Per Square Yard		\$
E.	Installation	Installation of Tall Fescue Blend Sod Per Square Yard	N/A	\$
F.	Installation	Installation of Bermuda Grass Sod Per Square Yard	N/A	\$

Pick-up Location Address Below	
Offeror:	
Street Address:	
City, State, Zip Code:	
Miles from Offeror to Radford University (501 Stockton Street, Radford, VA 24142):	

Lavery's Sod Farm, Inc. Proposal

Request For Proposal # R21-006

Turfgrass Sod

April 1, 2021

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Section 10. A: Qualifications/Experience of Offeror:

Lavery's Sod Farm was established as a family enterprise in the fall of 1982 when 10 acres of Kentucky bluegrass seed was planted on their 35 acre farm in Ironto, Virginia. From the very beginning, the goal of Lavery's Sod Farm has been to provide quality sod (turfgrass) to Southwest Virginia. During its 39 years of operation, Lavery's has grown in size to more than 200 acres of total production, and kept its commitment to producing quality sod. Today we offer two main varieties of cool season turf, including Turf Type Tall Fescue, and HGT Kentucky bluegrass.

To cultivate our sod, Lavery's starts with seed varieties chosen from the Virginia-Maryland recommended list, which indicates the cultivars best suited for our region, and means that our sod can be certified for projects that require certified sod. Only sod grown from certified seed can be certified by the Virginia Crop Improvement Association. Lavery's strives to perform a coordinated system of ground preparation, seeding, mowing, irrigation, and pest/nutrient management in its efforts to establish and maintain crops of healthy, vigorously growing sod. As part of Lavery's commitment to providing quality turfgrass sod products to its customers, Lavery's participates in state and international sod producer associations to remain up-to-date on sod production resources and techniques.

10. B: Plans/Methodology of Offeror:**Section 9 A: Materials:****Section 9. A. 1. a.**

Lavery's predominant turfgrass sod offering is Turf Type Tall Fescue, the variety most commonly used in our growing zone for lawn applications, such as the lawns or common areas on Radford University's campus.

Lavery's utilizes a blend of Turf Type Tall Fescue and Kentucky Bluegrass in its Turf Type Tall Fescue that is comprised of at least 3 improved fescue varieties making up 80 to 90% of the Turf Type Tall Fescue in the sod blend, with remaining 10 to 20% of the blend comprised of one or more Kentucky Bluegrass varieties. Please see **Attachment 1** for a sample Turf Type Tall Fescue seed tag that includes the varieties of a Turf Type Tall Fescue crop that Lavery's is currently cultivating.

Section 9. A. 1. b.

Lavery's does not cultivate Latitude 36 bermudagrass at this time.

Section 9. A. 2 / Section 9. A. 3

Sod is harvested with an automated sod harvester that creates a rootpad thickness from 0.5 to 1.0 inch at the time of cutting. Sod is harvested and palletized for delivery or

pick-up. Lavery's standard pallet contains 600 square feet of sod. Our standard piece size is 24 inches by 60 inches. If the main sod harvester is out of commission for any reason, we have a secondary harvester that cuts a pallet of 450 square feet, with a piece size of 21 inches by 42 inches.

Section 9. A. 4

Sod is harvested only when mature and its tensile strength is such that it can be handled without damage. The majority of our Turf Type Tall Fescue is cultivated with mesh netting incorporated into the root zone, which adds tensile strength and allows us to more easily harvest and handle the sod in the summer months when the plant's root system is most taxed and therefore has the least tensile strength.

Section 9. A. 5

Sod will not be harvested when soil moisture is not conducive to transplanting sod, whether too dry or too wet.

Section 9. A. 6

Mowing heights are adjusted through the seasons to maximize the turf's health, with spring and fall heights being shortest, and summer turfgrass heights the tallest, to help the turf reduce stress and outcompete undesirable vegetation. In advance of the sod harvester, sod is mowed to a uniform height consistent with the season to prevent stress and maintain a healthy turf.

Section 9. A. 7

All sod orders are harvested within 24 hours of pick-up, delivery, or installation.

Section 9. A. 8

Sod will be relatively free of thatch up to 0.5 inch.

Section 9. A. 9

Weed and fungal control treatments are applied as needed to maintain a thick, strong turf, and sod is not harvested within a 48-hour window of any such treatments. Turf will be reasonably free of diseases, nematodes, and soil-borne insects.

Section 9. B: Delivery and Off-Loading:

Lavery's has the ability to deliver with semi and straight truck vehicles that carry piggy-back forklifts for off-loading palletized sod. For sod deliveries, we prefer to off-load sod at a central drop-point, as our piggy-back forklifts have limitations and are not designed for hauling sod long distances. A minimum sod delivery order will be 3,000 square feet.

It is helpful for sod installations for our install truck to park as close to the installation site as possible, largely to limit the distance the install crew needs to haul sod with our piggy-back fork to the installation site.

For pick-up orders, Lavery's is located at 616 Alleghany Spring Road, Shawsville, Virginia, 24162, 20 miles from the Radford University campus at 801 East Main Street, Radford, Virginia, 24142.

Section 9. C: Transplanting/Installation:

Section 9. C. 1:

Lavery's installation techniques are based on best practices for sod installation. We lay sod in a brickwork pattern to reduce the visibility of seams between the sod as the sod is knitting together and getting established at the site. Sod pieces are installed tightly together, with an effort to avoid overlap or open space between pieces. Cut-ins are performed around landscape and/or physical objects (e.g. buildings or sidewalks) at the edges of the installation area. Excess materials are removed from the installation site as the crew completes their installation work.

Section 9. C. 2

In areas of steeper slopes, such as 3:1 or greater, Lavery's will use sod staples to secure newly installed sod.

Section 9. C. 3

Lavery's installation crew will use a mechanical roller to roll sod installs upon completion, except in areas of slopes that are steep enough to disturb or damage the sod that was just installed.

Section 9. C. 4. a

When Lavery's installs sod, we will expect Radford University to have the final grade prepared before we arrive on the date scheduled for installation. Radford University will provide Lavery's crew with optimal parking for accessing the installation site.

Section 9. C. 4. b

Radford University will perform all watering of the newly installed sod upon during and/or upon completion of ins

10. C: Quality of Products/Services Offered:

Section 10. C. 1

Limitations to Lavery's products/services are largely weather dependent. Because the cool season turfgrasses like fescue and bluegrass do not mind being harvested in the winter, we will harvest sod year-round, as long as conditions allow. The limiting factors for us in the winter time are temperatures that cause the ground to freeze and stay frozen. Typical winters in southwest Virginia do not involve temperatures that cause the ground to stay frozen for multiple days in a row, so waiting out the extremely cold temperatures usually provides winter days that do allow the ground to thaw and allow us to harvest. There can be times in any season when the ground is too wet for us to harvest, and we will have to wait a few days for the ground to dry before we can cut sod again. Oppositely, there can be times, typically in the summer months, when the ground can become too dry to harvest. Usually, we can remediate this scenario with irrigation, but extremely hot, dry times are not the optimal times to transplant sod anyway, so waiting for a sod order until after we have the chance to irrigate, or receive natural precipitation, would help us manage sod harvesting and transplanting sod when there is sufficient moisture in the ground to do so.

Section 10. C. 2

For sod pick-up orders, we ask for 24 hours (or more) notice, such that we can plan to harvest so the sod is fresh for pick-up. For sod delivery, more notice is better, usually 3 or more days ahead, largely so we can plan our delivery trucks for when the sod is requested, and not already be booked with other deliveries for the day the sod delivery is preferred. For installation, as much notice as possible is helpful, again, so we can book our installation crew for the date(s) that a sod installation is requested. Spring and fall can be extremely busy, so more notice is always better for scheduling our installation crew.

Section 10. C.3

Lavery's provides a limited guarantee on sod sold. To cultivate the best quality turf, Lavery's uses only certified seed. Lavery's applies best management practices with respect to fertilizing, watering, and mowing to promote thick, healthy turf. The final product, whether it is turf type tall fescue or HGT Kentucky bluegrass, is inspected prior to and upon harvesting to be free of weeds and disease. Our Limited Guarantee is valid 24 hours from time of delivery. Lavery's promises that the sod delivered will perform optimally in its new environment if the customer properly waters and maintains the new sod.

The customer's responsibilities include proper preparation of the site and implementing the proper watering schedule as soon as the turf is installed. Pre-existing conditions such as poor soil quality and drainage issues that impair turf growth should be considered prior to a sod purchase and will not be covered in the 24 hour guarantee.

Lavery's does not accept responsibility for aspects of the sod purchase and use beyond our control, such as:

- Lack of watering/improper watering.
- Planting sod in areas devoid of topsoil.
- Sod not installed immediately upon delivery.
- Open spaces left between sod pieces during installation.
- Improper installation.
- Neglect.
- Disease and weeds inherent to site.
- Planting in direct shade.

Section 10. C. 4 / Section 10. C. 5

The extent of Lavery's responsibility will not exceed the re-supplying of the failed sod. In no event shall the cost of the sod replaced be greater than the cost of the original order purchased, including delivery.

Purchases including installation will require complete acceptance of the work performed by the customer prior to the departure of the attending crew.

Section 10. C. 4 / Section 10. C. 5 continued

If Radford University is not immediately satisfied with the turf upon delivery, it is mandatory that it contact the office within 24 hours of the delivery or this guarantee will not be honored.

Lavery's hopes that our long relationship with Radford University has demonstrated that the product we supply and the installation services we render are always held to a high internal standard. If the quality of our product or installation is deemed less than our historic best, please let us know and we will work to remediate the issue immediately. We will continue to use best management practices to cultivate a healthy, thick, vigorous turf product that will perform well in the campus lawns areas where grass is best suited.

Section 10. D: Cost - Lavery's Pricing Table to replace Attachment D

Pricing Table				
	Item	Description	Miles	Price
A.	Tall Fescue Blend Sod	Delivered Price Per Square Yard*	20	
		Quantity		
		(> 1,800 sq ft to 3,500 sq ft) > 200 yd to 389 yd	20	\$4.41
		(3,600 sq ft to 4,100 sq ft) 400 yd to 455 yd	20	\$3.15
		(4,200 sq ft to 5,300 sq ft) 467 yd to 589 yd	20	\$3.06
		(5,400 sq ft or more) 600 yd or more	20	\$2.97
B.	Tall Fescue Blend Sod	Picked-up Price Per Square Yard	20	\$2.70
C.	Bermuda Grass Sod	Not Available	N/A	N/A
D.	Bermuda Grass Sod	Not Available	N/A	N/A

E.	Installation**	Installation of Tall Fescue Blend Sod Per Square Yard		
		Quantity		
		(3,600 sq ft) 400 yd***	20	\$2.25
		(3,700 sq ft to 4,100 sq ft) 411 yd to 455 yd	20	\$1.98
		(4,200 sq ft to 5,300 sq ft) 467 yd to 589 yd	20	\$1.80
		(5,400 sq ft or more) 600 yd or more	20	\$1.62
F.	Installation	Installation of Bermuda Grass Sod Per Square Yard	N/A	N/A

Pick-up Location Address Below			
Offeror:	Lavery's Sod Farm, Inc.		
Street Address:	616 Alleghany Spring Road		
City, State, Zip Code:	Shawsville, VA 24162		
Miles from Offeror to Radford University (501 Stockton Street, Radford, VA 24142):			20

*This delivery pricing matrix is based on quantity, starting at more than 200 square yards (more than 1,800 square feet).

Section 10. D: Cost - Lavery's Pricing Table to replace Attachment D continued

****To calculate the total cost of an installation project, add the base rate of sod PICKED-UP per square yard (\$2.70) to the installation rate for the appropriate square yardage of the project, and multiply that total by the square yardage installed.**

For example, for an installation project of 455 square yards (4,100 square feet), the cost per square yard for sod and installation labor would be:

$$\$2.70/\text{sq yd sod} + \$1.98/\text{sq yd installation labor} = \$4.68/\text{sq yd installed}$$

Therefore, the total cost of a 455 sq yd installation project would be:

$$455 \text{ yd} * \$4.68/\text{sq yd installed} = \$2,129.40$$

***Lavery's minimum installation quantity is 400 square yards (3,600 square feet).

Section 10. E: References

- Virginia Tech: Casey Underwood, Associate Athletics Director
Outside Facilities
540-231-6067
Virginia Tech Athletics Department
25 Beamer Way Virginia Tech (0502)
Blacksburg, VA 24061

Lavery's Sod Farm has been supplying sod for various projects across the Virginia Tech campus since the mid-1980's. One of Lavery's earliest projects for

Virginia Tech included installing Kentucky bluegrass in Lane Stadium. Projects since Mr. Underwood has been our main contact include providing sod for areas inside and around multiple athletic facilities. Lavery's has installed sod on intramural soccer fields as well as the girls' softball fields. Virginia Tech will pick up small quantities of sod for general repair around their facilities.

2. City of Salem: John Shaner, Director of Parks & Recreation
540-375-3057
City of Salem
Department of Parks & Recreation
620 Florida Street
Salem, 24153

Lavery's has been supplying the City of Salem with sod products for more than 20 years. Projects for the City of Salem have included installing sod in the Haley Toyota Field (originally the Salem Avalanche field), the Kiwanis baseball field, Moyer Sports Complex, and multiple Salem High School Football practice fields.

3. City of Covington: Allen Dressler, Director of Public Works and Parks & Recreation
540-965-6360
City of Covington
Recreation Department
PO Box 900
Covington, VA 24426

Lavery's Sod Farm has been supplying the City of Covington with sod for their athletic facilities for over 20 years. Lavery's has installed sod for Mr. Dressler at Casey Field, Jackson River Sports Complex, and various parks in Covington such as Fort Young and Nettleton Park.

4. Roanoke College: Bill Martin, Manager, Landscaping and Grounds
540-375-2280
Roanoke College
Buildings and Grounds
1210 Tennessee St.
Salem, Virginia 24153

Lavery's has supplied Roanoke College with sod and installation services for the last 18 years. Mr. Martin has been in the Grounds Department for the last 15 years and used Lavery's on multiple installation projects across campus. Mr. Martin has his crew prepare areas around campus and Lavery's installs sod to complete their renovation or new lawn projects. Roanoke College will also pick-up small quantities of sod for small lawn repairs.

Attachment 1: Sample Turf Type Tall Fescue Seed Tag

Below is a sample seed tag that shows the composition of a typical turf type tall fescue crop of Lavery's. The blue certified seed tag indicates that the seed varieties were chosen from the Virginia-Maryland list of recommended improved turf type tall fescue and Kentucky bluegrass varieties.

MARYLAND CERTIFIED SEED			
INTERAGENCY		NEWSOM 90-10 SOD MIX	
Pure Seed		Germination	Origin
29.93%	ANNAPOLIS TALL FESCUE	90%	MN
29.87%	GUARDIAN 41 TALL FESCUE	90%	OR
29.57%	WICHITA TALL FESCUE	90%	OR
9.82%	VOLENT KENTUCKY BLUEGRASS	90%	OR
0.00%	OTHER CROP SEED	LOT #:	15874
0.81%	INERT MATTER	NET WEIGHT:	50 LBS.
0.00%	WEED SEED	TEST DATE:	OCTOBER 2019
Newsom Seed, Inc.		3 RYEGRASS/LB	
PO Box 510, Fulton, MD 20759			
MARYLAND CERTIFIED SOD ELIGIBLE			

010000

MARYLAND DEPT. OF AGRICULTURE
50 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MD 21401

Attachment C:

**Negotiation Points with Lavery's Sod Farm, Inc. Signed
and Dated June 17, 2021**

Clarification Questions/Negotiation Points**Lavery's Sod Farm, Inc.**

Radford University RFP#R21-006

Turfgrass Sod

Please enter your company's response to the questions below and email back to Debbie Dove at ddove11@radford.edu no later than close of business on Thursday, June 3, 2021.

PROPOSAL RESPONSE QUESTIONS:

1. **RADFORD UNIVERSITY:** Section VIII – Proposal Preparation and Submission, of the RFP required submission of one paper document, one complete electronic proposal and one redacted electronic document. **Lavery's Sod Farm** did not submit a file/USB labeled "FOIA". Confirm you are not requesting any confidential and protected information under the Freedom of Information Act. Please NOTE: Radford University redacts EIN/TIN numbers.

VENDOR: Lavery's is not requesting any confidential and protected information under the FOIA. Redacting EIN/TIN numbers is sufficient.

2. **RADFORD UNIVERSITY:** If awarded a contract, would you be in a position to support all aspects of this contract for Turfgrass Services?

VENDOR: Lavery's Sod Farm no longer cultivates any varieties of Bermudagrass, so we cannot provide a Bermudagrass sod option.

3. **RADFORD UNIVERSITY:** If a contract is awarded, are you willing to offer the contract services to other agencies of the Commonwealth of Virginia as described in Section 6, Contract Participation-Cooperative Purchasing/Use of Agreement by Third Parties?

VENDOR: At this time Lavery's cannot offer this contract of services to any agencies of the Commonwealth of Virginia outside of a 25-mile radius from our location in Shawsville, Virginia. Other agencies of the Commonwealth of Virginia up to 100 miles from Shawsville, Virginia are welcome to contact Lavery's to negotiate pricing for sod pick-up and delivery services.

CONTRACTUAL TERMS, CONDITIONS AND TEMPLATES:

4. **RADFORD UNIVERSITY:** Are you in agreement the terms and conditions as published in the RFP solicitation shall govern the contract if a contract is awarded to your company?

VENDOR: Yes

Lavery's Sod Farm, Inc.

Clarification Questions/Negotiation Points**Lavery's Sod Farm, Inc.**

5. **RADFORD UNIVERSITY:** If awarded a contract, do you agree the standard two-party contract made available in the RFP document will be the only document used to award the contract? If your response is no, provide any additional forms or documents that you will require to be incorporated into the contract document.

VENDOR: Yes

6. **RADFORD UNIVERSITY:** Do you agree the initial contract is for a period of one year?

VENDOR: Yes

7. **RADFORD UNIVERSITY:** Upon completion of the initial contract period, does **Lavery's Sod Farm, Inc.** agree the contract may be renewed by Radford University, upon written agreement by both parties, for four one-year periods or as negotiated, under the terms of the current contract?

VENDOR: Yes

8. **RADFORD UNIVERSITY:** **Lavery's Sod Farm** is currently registered in the eVA internet procurement solution: eVA status is self-registered with eVA ID # **VS0000065061**. If awarded a contract do you agree to retain your current eVA status throughout the contract term?

VENDOR: Yes

9. **RADFORD UNIVERSITY:** In eVA, your organization is registered as **Laverys Sod Farm, Inc.** with your eMail contact listed as **Katie Lavery Niekamp**. Although your account is set up in our systems, confirm what *order to* and the *invoice to* company name and address would be used for your account in Radford's contract database and accounts payable system should you be awarded a contract and an order is placed with your company.

VENDOR: All payments will be sent to our mailing address:

Lavery's Sod Farm, Inc.
PO Box 387
Shawsville, VA 24162

Sod orders are usually placed by phone, with PO information being forwarded to Katie Lavery Niekamp's email: lsfsodprincess@aol.com

10. **RADFORD UNIVERSITY:** In the eVA database **Lavery's Sod Farm, Inc.** is listed as a certified SWaM vendor (Small, Woman Owned & Micro). If awarded, confirm you will maintain your SWaM certification status throughout the contract period.

VENDOR: Lavery's will maintain its SWaM certification throughout the contract period.

11. **RADFORD UNIVERSITY:** Should the need arise for Radford to purchase additional

Clarification Questions/Negotiation Points**Lavery's Sod Farm, Inc.**

goods or services, does **Lavery's Sod Farm, Inc.** agree to provide monthly invoices with payment due thirty (30) days after receipt of invoices or goods/services, whichever is later?

VENDOR: Yes

FINANCIAL CONSIDERATIONS:

12. **RADFORD UNIVERSITY:** If Radford University were to place an order to **Lavery's Sod Farm, Inc.**, are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

VENDOR: Yes

13. **RADFORD UNIVERSITY:** If awarded a contract, do you agree to limit price increases to no more than the increase in the **Consumer Price Index (CPI)** for the **Services** category for the latest twelve (12) months for which statistics are available at the time of renewal?

VENDOR: Yes

14. **RADFORD UNIVERSITY:** Do you acknowledge, agree and understand that Radford University cannot guarantee a minimum amount of business if a contract is awarded to your company?

VENDOR: Yes

15. **RADFORD UNIVERSITY:** You stated in section 9.B of your proposal that a minimum sod delivery order will be 3,000 square feet. However, in Section 10.D Pricing Table, you provided a delivered price for greater than 1,800 square feet to 3,500 square feet of \$4.41 per square yard. **Please confirm which quantity is the minimum for a delivery: 1,800 square feet or 3,000 square feet.**

See SNIPs (1) & (2) below for reference:

(1)

Section 9. B: Delivery and Off-Loading:

Lavery's has the ability to deliver with semi and straight truck vehicles that carry piggy-back forklifts for off-loading palletized sod. For sod deliveries, we prefer to off-load sod at a central drop-point, as our piggy-back forklifts have limitations and are not designed for hauling sod long distances. A minimum sod delivery order will be 3,000 square feet. It is helpful for sod installations for our install truck to park as close to the installation site as possible, largely to limit the distance the install crew needs to haul sod with our piggy-back fork to the installation site.

For pick-up orders, Lavery's is located at 616 Alleghany Spring Road, Shawsville, Virginia, 24162, 20 miles from the Radford University campus at 801 East Main Street, Radford, Virginia, 24142.

(2)

Section 10. D: Cost - Lavery's Pricing Table to replace Attachment D continued

Clarification Questions/Negotiation Points**Lavery's Sod Farm, Inc.**

A.	Tall Fescue Blend Sod	Delivered Price Per Square Yard*	20	
		Quantity		
		(> 1,800 sq ft to 3,500 sq ft) > 200 yd to 389 yd	20	\$4.41

VENDOR: Lavery's would always prefer the minimum delivery to be 3,000 square feet. However, we included pricing for 1,800 – 3,500 square feet since the RFP mentioned smaller quantity deliveries, and we used our 600 square foot pallet to structure our pricing, with 3,000 square feet falling under the 6-pallet quantity. At 6 pallets and higher, the cost per square foot becomes lower because it becomes more efficient for us to send a truck with a larger sod quantity.

RADFORD UNIVERSITY for 6/9/2021: RU updated the pricing table below, #17, to reflect the pricing for 1,800 sq ft to 3,500 sq ft at \$4.41. Please confirm Lavery's acceptance.

VENDOR for 6/9/2021: Lavery's accepts the delivery pricing for 1,800 sq ft to 3,500 sq ft at \$4.41 as shown in the pricing table below, #17.

16. **RADFORD UNIVERSITY:** For installation projects, your proposal states the minimum is 3,600 square feet. Would you agree to 3,000 square feet?

VENDOR: Lavery's would agree to a 3,000 square foot installation minimum with an installation price per square yard of \$2.70. Installations of 3,000 up to 3,500 square feet would use this installation rate per square yard, and at 3,600 square feet/400 square yards, the installation price of \$2.25/square yard would begin, as already indicated in the Pricing Table below.

RADFORD UNIVERSITY for 6/9/2021: RU updated the pricing table below, #17, to add the 3,000 – 3,500 sq ft pricing at \$2.70. Please confirm Lavery's acceptance.

VENDOR for 6/9/2021: Lavery's accepts the addition of installations of 3,000 – 3,500 sq ft pricing at \$2.70 as indicated in the table below, #17.

17. **RADFORD UNIVERSITY:** Would **Lavery's Farm, Inc.** consider a reduction in any of the pricing that was submitted in your proposal?

Pricing Table				
	Item	Description	Price	VENDOR:
A.	Tall Fescue Blend Sod	Delivered Price Per Square Yard*		
		Quantity		
		(1,800 sq ft to 3,500 sq ft) > 200 yd to 389 yd	\$4.41	

Clarification Questions/Negotiation Points**Lavery's Sod Farm, Inc.**

		(3,600 sq ft to 4,100 sq ft) 400 yd to 455 yd	\$3.15	
		(4,200 sq ft to 5,300 sq ft) 467 yd to 589 yd	\$3.06	
		(5,400 sq ft or more) 600 yd or more	\$2.97	
B.	Tall Fescue Blend Sod	Picked-up Price Per Square Yard	\$2.70	
C.	Installation	Installation of Tall Fescue Blend Sod Per Square Yard		
		Quantity		
		(3,000 – 3,500 sq ft) 333.33- 388.89 yd	\$2.70	
		(3,600 sq ft) 400 yd***	\$2.25	
		(3,700 sq ft to 4,100 sq ft) 411 yd to 455 yd	\$1.98	
		(4,200 sq ft to 5,300 sq ft) 467 yd to 589 yd	\$1.80	
		(5,400 sq ft or more) 600 yd or more	\$1.62	

VENDOR: (Complete in table above and/or make comments here if necessary).

At this time, Lavery's pricing will remain as it is listed in the table above.

18. **RADFORD UNIVERSITY:** Radford embraces rebate type contracts. Are there any additional financial or value-added incentives you would like to offer at this time (**i.e. scholarships, program support, SWaM sponsorship, etc.**)?

VENDOR: No

19. Would **Lavery's Sod Farm, Inc.** consider a rebate program based on annual sales or a sign on bonus within 30-days after an executed contract? Please give details of what **Lavery's Sod Farm, Inc.** is willing to offer or propose concerning rebates.

VENDOR: No

SCOPE IMPLEMENTATION and ASSOCIATED FEES:

20. **RADFORD UNIVERSITY:** When utilizing sub-contractors or temporary labor, would your company be able to provide "in-house" supervision?

VENDOR: Lavery's typically does not utilize sub-contractors or temporary labor, as we employ our own drivers and installation crew. If Lavery's does need to utilize sub-contractors or temporary labor, Lavery's would provide "in-house" supervision.

21. **RADFORD UNIVERSITY:** If awarded a contract, confirm there will always be dedicated staff assigned to work with Radford University. Please identify all employees that will be working with Radford University to achieve the requirements of

Clarification Questions/Negotiation Points

Lavery's Sod Farm, Inc.

the contract. List their names, titles, areas of responsibility and contact information.

VENDOR: Katie Lavery Niekamp, President: scheduling sod orders/billing
lsfsodprincess@aol.com
 540-268-1220 or 540-588-4463

Brad Niekamp, General Manager: sod production/oversee sod crews
bradlsf@aol.com
 540-268-1220 or 540-797-5244

22. **RADFORD UNIVERSITY:** Provide a list of additional goods/services you can provide under contract with contract rates assigned to each.

VENDOR: Lavery's also cultivates Kentucky bluegrass sod. Kentucky bluegrass is a good option for sports surfaces since it can handle high traffic and does not have the mesh net that is incorporated in the root pad. (Our tall fescue sod requires the mesh net in the root pad to be able to harvest it in the heat of the year.) Kentucky bluegrass sod is also a good option for shady areas. Kentucky bluegrass prefers full sun, but it can handle some shade and still retain a good cover of turf. If the area experiences dense shade, the Kentucky bluegrass will thin out over time.

Kentucky Bluegrass Pricing Table				
	Item	Description	Miles	Price
A.	Kentucky Bluegrass Sod	Delivered Price Per Square Yard*	20	
		Quantity		
		(> 1,800 sq ft to 3,500 sq ft) > 200 yd to 389 yd	20	\$5.40
		(3,600 sq ft to 4,100 sq ft) 400 yd to 455 yd	20	\$4.05
		(4,200 sq ft to 5,300 sq ft) 467 yd to 589 yd	20	\$3.96
		(5,400 sq ft or more) 600 yd or more	20	\$3.87
B.	Kentucky Bluegrass Sod	Picked-up Price Per Square Yard	20	\$3.60

The installation pricing of Kentucky Bluegrass would follow the same pricing scheme as the installation of Tall Fescue, with the base price of picked-up Kentucky Bluegrass per square yard being added to the price per square yard for installation, based on quantity being installed. (See Installation in Pricing Table in **Lavery's Pricing Table to replace Attachment D**).

23. **RADFORD UNIVERSITY:** Please list any expectations you have of Radford University should you be awarded the contract.

Clarification Questions/Negotiation Points**Lavery's Sod Farm, Inc.**

VENDOR: Lavery's would ask for as much notice for sod orders and installations as possible. The more heads-up for sod projects that we have, the better able we are to coordinate sod orders/installations to meet Radford University's sod needs. We expect our Net 30 payment terms to be respected.

24. **RADFORD UNIVERSITY:** Please describe your quickest turn-around time if emergency services are needed.

VENDOR: Lavery's usually needs at least 24 hours to add new sod orders to our daily cut list, but sometimes it can be difficult to add new orders when we are already at a maximum sod capacity for a certain day. Radford University has always been a good customer of ours, so Lavery's will work hard to meet Radford University's emergency sod needs in the most time efficient way possible.

END OF CONTRACT TRANSITION TERM(S):

25. **RADFORD UNIVERSITY:** End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperate fully in a successful transition of services. Indicate your willingness to establish a transition plan alongside the new provider of service which may include, but not be limited to, sharing important data and/or existing service information via a cooperative knowledge transfer process.

VENDOR: Lavery's would be fully cooperative in a transition of services to a new vendor.

Lavery's Sod Farm, Inc.

Katie Lavery Niekamp

Print Name

President

Title

DocuSigned by:

Katie Lavery Niekamp

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Signature

6/17/2021 | 8:08 AM EDT

Date

Lavery's Sod Farm, Inc.