



Date: February 25, 2021

TO:

RE: Request for Proposals – **UAH Turf Maintenance**
The University of Alabama in Huntsville
Proposal Number P00231

The University of Alabama in Huntsville is requesting proposals for **UAH Turf Maintenance**. To **register** on **UAH Vendor Registry** go to **WEBSITE: <http://www.uah.edu/business-services/vendors/bid-opportunities>** and click on **[Vendor Registration](#)**. To obtain a copy of this proposal, scroll down and click on the proposal number.

All Requests for Proposals must be submitted thru Vendor Registry by **2:00 pm on Thursday March 18, 2021**

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, revisions will be posted in writing by Procurement Services on our UAH Vendor Registry website. <http://www.uah.edu/business-services/vendors/bid-opportunities>. The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

In order to be considered for selection, vendors must submit a complete response to this request for proposal via vendorregistry.com. The vendors shall make no other distribution of the proposals.

No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days. The University reserves the right to waive any informality and to reject any and all proposals.

All questions pertaining to this Request for Proposal should be addressed to Kelly Haas via Vendor Registry: subject **UAH Turf Maintenance (P00231)** Deadline for questions is Thursday March 11th at 5:00pm.

Sincerely,

Kelly D. Haas

Kelly Haas
Procurement Officer II
Procurement Services

REQUEST FOR PROPOSAL AND SPECIFICATIONS

For

UAH Turf Maintenance # P00231

**THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
HUNTSVILLE, ALABAMA 35899**

**Proposals are required to be submitted electronically via Vendor
Registry**

**NO PROPOSALS WILL BE ACCEPTED BY REGULAR MAIL, UPS,
FEDEX, EMAIL OR DELIVERED IN PERSON
IF YOU SUBMIT ANY OTHER WAY THAN ONLINE AT
VENDORREGISTRY YOUR PROPOSAL WILL NOT BE ACCEPTED**

**PROCUREMENT SERVICES
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
HUNTSVILLE, ALABAMA 35899**

256-824-6492

Purpose

The University of Alabama in Huntsville's purpose for this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations requesting proposals for **UAH Turf Maintenance**

The University of Alabama in Huntsville, hereafter referred to as "University" is requesting proposals for UAH Turf Maintenance. The contract period will be for one (1) year with the option to renew for five additional one-year periods. The University would like to secure a vendor to enter into a purchase order agreement for this proposal per the specifications below.

Contract Renewal

As mutually agreed upon, the successful proposer shall be awarded a contract for one-(1) years) with the option to renew the contract for five additional one-year periods and under the same terms, if it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon annual satisfactory performance evaluations by the University.

To be considered for selection, vendors must submit a complete response to this Request for Proposal. An electronics submission thru the UAH Vendor Registry will be the only way to be considered.

Proposals may or may be amended or withdrawn by the party(s) submitting such proposal by his/her authorized representative, up until the scheduled opening time. No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60 days).

All Request for proposal must be submitted through VENDOR REGISTRY BY 2:00 pm ON Thursday, March 18th, 2021.

Sealed proposals will be received subject to the Conditions cited herein until **2:00 pm on Thursday, March 18th, 2021**. To be considered for selection, vendors must submit a complete response to this request for proposal. The vendors shall make no other distribution of the proposals except electronically to vendorregistry.com.

Revisions to the Request for Proposal

The University will be the sole determinant of whether any revisions/addenda should be issued because of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or make compliance with the original proposal due date impractical.

The University Reserves the right to accept or reject any or all proposal and is not necessarily bound to accept the lowest proposal if that proposal is contrary to the best interest of the University. (See GENERAL CONDITIONS 1. AWARD)

NOTE: For information regarding proposal responses, it is the bidder's responsibility to provide in detail clear proof that the products they are proposing on are equal to or better than the requirements of the invitation. The bidder is responsible to clearly and specifically indicate the product being offered and to provide enough descriptive literature, catalog cuts, and technical details to enable UAH to determine if the product offered meets the requirement of the invitation. Normally as in competitive sealed bidding only, the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the bidder clearly indicates in its proposal that the product offered is an "EQUAL" product, such proposal will be considered to offer the brand name product referenced in the invitation. The University of Alabama in Huntsville will be sole judge of "EQUAL" items submitted for proposal.

"Any contract resulting from this request will be made available to other eligible entities. This may include but is not limited to; The University of Alabama System, comprised of The University of Alabama; The UAB Enterprise, consisting of The University of Alabama at Birmingham, the UAB Health System and their related foundations and affiliates, and The University of Alabama, Tuscaloosa, AL; and other state entities. Contracts resulting from the award of this request cover shipments by any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

The thrust of the contract is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama."

Ownership of Material

Ownership of all data, material, and documentation originated and prepared for the University pursuant to the Request for Proposal shall belong exclusively to the University.

Proposal Preparation

Proposals shall be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to comply will result in rejection of the proposal.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor(s) capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be completeness and clarity of content.

Award of Contract

The vendor deemed to be fully qualified and best suited among those submitting proposals will be identified based on the cost and submittal information. Post proposal negotiations may be conducted with any or all vendors including an on-site visit. After evaluations are complete, an award will be made within a ten (10) day period after proposals have been opened. The University shall select and notify that vendor which has in the University's opinion made the best proposal and award the contract.

To determine the overall best proposal, the University will utilize an evaluation tool known as the Evaluation Criteria. Each proposal received will be graded for their response to the proposal requirements, and given a numerical score based on the maximum assigned value. These scores will be combined and considered the numerical value of your response. The proposal with the highest numerical value will be considered the overall best response, and assuming all other requirements are met, will be awarded the contract.

The University reserves the right to request additional information to determine the responsibility of the apparent successful contractor relative to its ability to comply with the terms and conditions of this Request for Proposals.

Modifications, additions or changes to the terms and conditions of this solicitation may be a cause for rejection of your proposal; however, UAH reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as non-responsive.

Proposals are evaluated and award decisions are made in the best overall interest of The University of Alabama in Huntsville. The University reserves the right to reject all proposals in whole or in part and to waive any informality in the proposal.

The successful vendor will be required to execute a purchase order agreement in conformance with the provisions of this Request for Proposals. During the period of the agreement, no changes will be permitted in any of the conditions and specifications unless the vendor receives written approval from the University.

After the opening of this proposal, the results will not be available to vendors until after an award is made. Tabulation will be available on vendor registry.

As part of the evaluation process, the University of Alabama in Huntsville may schedule in-person presentations. Those vendors will be contacted to schedule presentations.

Fiscal Funding Clause

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every proposal submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the vendor is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Evaluation Criteria

This proposal will be awarded using the following criteria:

Category	Potential Points
Qualifications & Experience/ Personnel & Staffing	0-40
Pricing	0-40
References (5 References)	0-20

The University of Alabama in Huntsville

Turf Maintenance Services Request for Proposal- Main Campus

GENERAL:

- 1.1 Expectation: UAH requires all contractors to provide excellent performance, high quality, and consistent customer service to our campus, students, staff, and community.

- 1.2 UAH campus policies and procedures: Service contractors shall comply with all UAH policies and procedures. Violation of any of these policies and/or procedures can result in immediate termination of contract, without warning or notice. These policies include, but are not limited to:
 - Smoke and tobacco-free campus
 - Sexual harassment
 - Interaction with UAH students/staff/employees
 - Weapons/firearms
 - Drug free workplace
 - Motor vehicle and parking regulations

- 1.3 Liability for damage: Contractor will be liable for any and all damage incurred by their personnel and/or operation to UAH property, vehicles, and/or persons.

- 1.4 Maintenance schedule:
 - Weekly maintenance shall be performed consistently on days agreed upon between the UAH and the contractor.
 - Contractor will create and communicate a weekly maintenance schedule to UAH Grounds leadership.
 - Any change in schedule due to rain and/or holidays will be coordinated and communicated with UAH Grounds leadership prior to implementation.

2. PERFORMANCE:

- 2.1 Contractor will provide all personnel, equipment, and materials necessary to fulfill the requirements within this scope of work.

- 2.2 Contractor will perform a national, seven-year felony and misdemeanor background check on each hiring applicant before they are assigned to work at UAH. This information should be obtained at the person's consent and retained in the Contractor's file. The Contractor will not employ anyone at UAH who has not successfully passed a felony and misdemeanor background check. All background check costs are the Contractor's responsibility.

- 2.3 Background checks will be provided to UAH before employees of contractors will work on campus. These background checks will be provided to UAH prior to start of service along with a list of the approved employees that will work on campus. If a new employee starts on campus the contractor will submit a background check and get

approval from UAH before they are able to work on campus.

- 2.4** Contractor will only allow clearly marked company trucks, cars, and vehicles on campus. No personal vehicles will be allowed anywhere on campus
- 2.5** Contractor will NOT store any equipment and/or materials on UAH property. All equipment and/or materials will be transported to the job site on the day of maintenance and be removed from the property upon completion of that day's maintenance, unless approved in advance by UAH Grounds Management.
- 2.6** Contractor will not move or remove any UAH property without prior written consent from UAH Grounds leadership.
- 2.7** Contractor will provide a sufficient number of qualified supervisors to be on site to lead, train, quality control, manage, and ensure completion of all operations.
- 2.8** Contractor management will ensure that all contracted employees operate with full protective PPE required for their particular assignment at all times.
- 2.9** Contractor's employees will wear appropriate and identifiable company uniforms at all times while on site.
- 2.10** UAH Grounds leadership will regularly inspect the contractor's performance to ensure scope of work is completed to terms of agreement. Contractor will only be paid for services that are satisfactorily completed based upon this scope of work and standards at the discretion of UAH Grounds leadership.
- 2.11** Contractor will communicate with UAH Grounds leadership as often as necessary, but at least weekly, to achieve optimal performance.
- 2.12** Contractor management will meet with UAH Grounds leadership monthly to perform a scheduled walk-thru of maintained properties in order to review service quality and performance.
- 2.13** Scope of work will be performed by contractor's employees (no subcontractors) unless approved in advance writing by UAH.

3. TURF MAINTENANCE:

- 3.1** Lawns shall be mowed at the appropriate height determined by turf grass best practices, to keep a neat appearance and promote a healthy lawn. Considering the topography, the contractor is required to use the proper mowing equipment to provide a high-quality cut and prevent scalping, tracking, and/or rutting.
- 3.2** Excessive clippings shall be collected and disposed of and shall not be left overnight. Curbs, sidewalks and hardscape areas are to be cleaned with mechanical blowers to maintain a neat appearance.
- 3.3** The contractor is responsible for removal of all trash, limbs, leaves, and debris on a continual basis, especially fall and winter.
- 3.4** Permanent fixtures in the turf areas are to be groomed with weed trimmers to avoid unsightly growth at the base. Care is to be taken at all times to prevent fixture, property, and grounds damage. Contractor will be responsible to clean, repair, and/or replace any property damaged by contractor's operations. Any damaged previously damaged items shall be noted before service begins by contractor, and should be brought to the attention of UAH leadership.
- 3.5** Edging and trimming along curbs, walks, bed edges, and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged weekly during the growing season. Edging that cannot be addressed during regular visits due to vehicle obstructions, are to be serviced after hours when obstruction clears.
- 3.6** Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to uneven borders are to be treated chemically and/or physically removed via hand tools, but should protect slopes and prevent erosion.
- 3.7** All sidewalks, parking lots, roadways etc. are to be cleaned off at completion of service, using mechanical blowers and/or brooms.
- 3.8** Contractor is required to provide weekly service during the months of April through November, and bi-weekly service December through March.
- 3.9** Trash, litter, and storm debris is to be removed weekly and removed from site and should be removed prior to mowing operations.

4. LARGE FIELD MOWING

- 4.1** Fields shall be mowed using tractors, zero-turns or other mowing equipment using a best-practices approach.
- 4.2** Fields are to be mowed weekly during growing season, typically April through October and bi-weekly in offseason months or as-needed.

- 4.3 All trash, tree limbs and other items are to be removed prior to mowing and disposed of off-campus by the contractor.
- 4.4 Permanent fixtures such as light poles, signs, frisbee golf goals, utilities boxes etc. are to be maintained using string-trimmers to remove upright growth at the base. Any damage to any fixture will be the responsibility of the contractor to repair.
- 4.5 Edging and trimming along curbs, walks, bed edges, and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged weekly during the growing season. Edging that cannot be addressed during regular visits due to vehicle obstructions, are to be serviced after hours when obstruction clears.
- 4.6 All sidewalks, parking lots, roadways etc. are to be cleaned off at completion of service, using mechanical blowers and/or brooms.

5. FERTILIZATION AND WEED CONTROL

- 5.1 UAH will be accepting proposals for the fertilization and weed control on two sections of the campus.
- 5.2 UAH will accept proposals for over-seeding with perennial rye grass in identified areas.
- 5.3 The university will provide a detailed map of the two sections.
- 5.4 Sections are divided by immediate need and current maintained status.
- 5.5 Company must provide proof of active OPA license and the names of employees applying any chemical or fertilizer to campus grounds.

5.6 Section A:

- 1) Identified turf areas shall be pre-emerged four times throughout calendar year.
- 2) Pre-emergent shall be applied typically in late winter (January-February), Spring (March-April), early fall (September) and late fall (November-December).
- 3) Post-emergent herbicides for broadleaf and grassy weeds shall be applied as-needed, and can be applied during pre-emergent applications.
- 4) Fertilizer shall be applied to warm-season grass during summer months.
 - a. It is recommended that fertilizers have a slow-release component to reduce potential burn.

Section B:

- 1) Identified turf areas shall be pre-emerged three times throughout calendar year.
- 2) Pre-emergent typically is applied in late winter (January-February), Spring (March-April) and late fall (November-December).
- 3) Post-emergent herbicides for broadleaf and grassy weeds shall be applied as-needed, and can be applied during pre-emergent applications.
- 4) Fertilizer shall be applied to warm-season grass during summer months.
 - a. It is recommended that fertilizers have a slow-release component to

reduce potential burn.

- 5) Identified areas will be seeded with perennial rye in fall for winter months.
- 6) Fertilizer shall be applied to rye grass areas to promote color and overall health.

Perennial Rye Grass Over-seeding:

- 7) Perennial rye grass will be over-seeded in identified areas.
- 8) Seed shall be applied at the rate of industry standards and communicated with UAH leadership.
- 9) Starter fertilizer shall be applied at the time of seeding to ensure success of germination.

6. SUBMISSION REQUIREMENTS

- A. Submissions should provide a straightforward and concise delineation of the respondent proposal and commitment to satisfy the requirements of the RFP.
- B. Vendor's submissions should include all information noted in the sections above and on the Required Procurement Documents page of this document as well as the following information.
- C. Proposals submitted in any other format other than as listed below will be considered informal and may be rejected.
- D. The RFP should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information. Every effort should be made to avoid duplicating the information presented in the RFP. The RFP must include and will be evaluated based on the following criteria. Each team's RFP must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below

1. Transmittal Letter:

- a. Proposals must be accompanied by a transmittal letter not to exceed two (2) pages signed by a principal of the firm.

2. Personnel and/or Staffing:

- a. Provide the name and contact information of the individual in your firm that the University should contact regarding questions

about your RFP submission. The contact information should include the name of individual, telephone number, and e-mail address (**Page 23**).

- b. A complete list of names and the roles of key personnel (including sub-contractors as appropriate) proposed to carry out work under this contract, including resumes and/or licenses, relevant experience, hourly billing rates, and longevity in those functions.
- c. A certification that the firm and key personnel assigned to this effort is not aware of any conflicts of interest in the evaluation and review of anticipated submissions. If unable to make such a certification, any potential conflicts must be disclosed.

3. Background, Statement of Qualification & Experience including References:

- a. Description of the firm's size, history, qualifications, similar educational institutions or campuses worked on and achievements.
- b. Provide a listing of at least five references from current (at least three) and former clients at institutions similar to the University of Alabama in Huntsville that the University may contact regarding previous work completed.
 - Include the name and address of client and the length of relationship.
 - Include name, title and telephone number of a contact person at each institution.
 - The University reserves the right, but is not obligated to, contact any organization or institution as a reference.

4. Licenses/Certifications: Proof of necessary certifications is required for at least one company representative (OTPS).

- E. Conditional proposals will not be considered.
- F. Please note that we will only accept electronic bid submissions uploaded to Vendor Registry. Please label each submission with your firms name

and proposal number then subject. ****Electronic submission is the official submission of the University and will be treated as such****

- G. The University prefers single file PDF format of electronic submissions to be uploaded to Vendor Registry.**
- H. Post Award:** Following the notification of award, Vendor(s) will receive a contract along with a request to review terms, deliverables, costs and the University's expectations in general. You will be able to address any post award questions or concerns at this time.

Evaluation and Selection Criteria:

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified.

Selection of the awarded vendor(s) shall be based solely on the Review Committee's evaluation of the submissions and the criteria set forth above. UAH also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for UAH. In addition, UAH reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, UAH may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the respondents.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University.

By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days of receipt of any request for clarification by the University.

The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal/proposals best meet the University's needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation.

Firms will be awarded points in the following categories:

Category	Potential Points
Qualifications & Experience/ Personnel & Staffing	0-40
Pricing	0-40
References (5 References)	0-20

Due to Covid-19 we will be scheduling individual walkthroughs of the property as needed. To schedule a walkthrough please contact Tory Tollefson, Director of Grounds and Landscape Management at: tdt0001@uah.edu

University of Alabama in Huntsville

Turf Maintenance RFP Pricing Sheet

*Note: Contractor may provide proposal for any or all of the areas and scopes of work.

TURF MAINTENANCE:

Price Year 1: _____

Price Year 2 (Optional): _____

Price Year 3 (Optional): _____

Price Year 4 (Optional): _____

Price Year 5 (Optional): _____

LARGE FIELD MOWING:

Price Year 1: _____

Price Year 2 (Optional): _____

Price Year 3 (Optional): _____

Price Year 4 (Optional): _____

Price Year 5 (Optional): _____

FERTILIZATION AND WEED CONTROL:

A.

Price Year 1: _____

Price Year 2 (Optional): _____

Price Year 3 (Optional): _____

Price Year 4 (Optional): _____

Price Year 5 (Optional): _____

Cont'd

B.

Price Year 1: _____

Price Year 2 (Optional): _____

Price Year 3 (Optional): _____

Price Year 4 (Optional): _____

Price Year 5 (Optional): _____

C. Over-seeding

Price Year 1: _____

Price Year 2 (Optional): _____

Price Year 3 (Optional): _____

Price Year 4 (Optional): _____

Price Year 5 (Optional): _____

General Terms and Conditions for This Proposal

Access to Facilities

The Contractor and its employees or agents shall have the right to use only those facilities of the University that are necessary to its performance of services under this Contract and shall have no right of access to any other facilities of the University. Sidewalks, entrances, passageways, stairways, and corridors shall not be obstructed by the Contractor or used for any purpose other than ingress and egress to and from the University's premises under the Contractor's control.

Hold Harmless Clause

The vendor must agree "To hold harmless" the State of Alabama, Board of Trustees of the University of Alabama System, and employees of the University of Alabama in Huntsville, against claims arising out of the actions of any person in the use or administration of this project.

Permits, Licenses, Taxes and Certificate of Authority

The vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and it shall post or display in a prominent place such permits and/or notices as are required by law.

The vendor shall be responsible for and pay when due all taxes and assessments arising out of the operation including, but not limited to, payroll taxes (including all deductions of employees) and income taxes.

The vendor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

Applicable Law

This Contract, and all matters or issues collateral to it, shall be governed by and construed in accordance with the laws of the State of Alabama.

Vendor represents and warrants that all article and services covered by this proposal meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this proposal.

The vendor agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this Contract, discriminate unlawfully against any person based on race, color, national origin, religion, sex, age, handicap or disability. The equal opportunity clause required under Executive Order 11246 date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964" and regulations issued there under are made a part of this Contract by reference.

Assignment

No contract may be assigned; sublet or transferred without the written consent of the University.

Proposal Bond:

Proposals must be accompanied by a certified or cashier's check or Proposal bond in the amount not less than five percent (5%) of base proposal or not to exceed \$10,000.00.

Performance Bond:

A Performance Bond in the full amount of the award will be required from the successful vendor within 10 working days from Notice of Award.

Insurance Obligations Including Worker's Compensation and Comprehensive General Liability

The vendor shall maintain in force at all times during the term of this Agreement, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (b) public liability insurance in the amount of \$1 million; and (c) automobile liability insurance, if the use of an automobile by the Vendor is involved in or related to its performance under this contract. The vendor shall provide a Certificate of Insurance to the University with respect to one (1) or more of the foregoing coverages. The University shall be made an additional insured on any of such policies of insurance.

Warranty Period

Include a copy of your materials warranty; clearly state the length of the warranty for both labor and materials.

Codes and Standards

The successful vendor must perform all work under the current codes and standards that are applicable, such as, but not limited to: American Standards Association, National Bureau of Standards, ADA, American National Standards Institute, etc. and any federal and local codes and ordinances.

University Name – Limitations on Use

The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of the University's Vice President for Finance and Administration. However, the vendor shall be allowed to include the University on its routine client list for matters of reference.

Non-Collusion

Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to proposal at a fixed price or to refrain from bidding, or otherwise, shall render the proposals of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request for proposal.

Proposals are Public Record

All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.

Disclosure Statement

Vendors are required to file with Procurement Services a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed and included in proposal response.

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every proposal submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the vendor is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Claims Any alleged claim against UAH for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency.

Compliance with Law With respect to all activities carried out under this Contract and/or on UAH premises, The Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.

Consent Wherever in this Contract the consent or approval of a party is required or permitted, such consent or approval shall be in writing and shall be executed by an officer or agent of the party duly authorized to take such action. If a party fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

Conduct on Premises

- (a) The Contractor agrees that all persons working for and on behalf of it whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.
- (b) The Contractor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damage to property located on University premises caused by its employees and agents. Accordingly, the Contractor shall promptly repair, to the specifications of the University's Director of Building Maintenance and Construction, any damage that it, or its employees or agents may cause to the University's premises or equipment. On the Contractor's failure to do so, the University may repair such damage and the Contractor shall reimburse the University promptly for the cost of repair.
- (c) The Contractor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Contractor will immediately notify University officials and thereafter furnish a full written report of such accident.

Contract Cancellation

If the vendor fails to fulfill its contract obligations, the University may give the vendor written notice of its failure to perform, and if the vendor fails to correct the default within five (5) days, the University, by written notice, may terminate the contract after an additional five (5) days.

Codes and Standards

The successful vendor must perform all work under the current codes and standards that are applicable, such as, but not limited to: American Standards Association, National Bureau of Standards, Americans with Disabilities Act, American National Standards Institute, etc. and any federal and local codes and ordinances.

Default of Contractor

Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered.

Disclosure Statement

Vendors are required to file with Purchasing Services a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed and included in proposal response.

Encumbrances The Contractor shall at all times keep UAH free and clear from all encumbrances and liens asserted against or on account of it or its employees and/or agents, by any person, firm, or corporation for any reason whatsoever. If any such lien shall at any time be filed against UAH's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the UAH may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by UAH in discharging the lien shall either be deducted from any payments due the Contractor or be paid by the Contractor directly to UAH.

Ethics Certification The Contractor hereby certifies that it's entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.

Force Majeure

The Contractor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall not be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of god, government action, etc., but it will be liable for all other delay, including specifically that caused by its own fault or negligence.

Hold Harmless Clause

The vendor agrees to indemnify and hold harmless the University, its trustees, officers, agents, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence of the Vendor's acts or omissions in performing under this Contract, its presence on the University's premises, or the existence of this Contract or any matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.

Insurance Obligations Including Worker's Compensation and Comprehensive General Liability

The vendor shall maintain in force at all times during the term of this Agreement, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (b) public liability insurance in the amount of \$1 million; and (c) automobile liability insurance, if the use of an automobile by the Vendor is involved in or related to its performance under this contract. The vendor shall provide a Certificate of Insurance to the University with respect to one (1) or more of the foregoing coverage's. The University shall be made an additional insured on any of such policies of insurance.

The successful bidder will be responsible for all insurance and benefit regulations covering the employees engaged in this project. The successful bidder shall file, with Procurement Services of the University of Alabama in Huntsville, in duplicate, a certificate or certificates issued by a company licensed to transact business within the state of Alabama, stating that policies are maintained providing the insurance protection described below. The policy must be filed within 10 working days of verbal notification by The University of Alabama in Huntsville of intent to issue a purchase order. Each policy must contain a requirement that in the event of change or cancellation, written notice be sent by mail to Purchasing

Services of the University, referencing the proposal number, within ten (10) days and each must contain a provision waiving any rights of subrogation against the University of Alabama in Huntsville, which might arise by reason of payment under the policies. The coverage must meet the following requirements:

The amounts of such insurance shall not be less than the following:

A. Workmen's Compensation and Employer's Liability:	\$ statutory
B. Comprehensive General Liability Insurance:	
General Aggregate:	\$ 2,000,000
Products Completed Operations Aggregate:	\$ 2,000,000
Personal and Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000
C. Automobile and Truck Liability, Bodily Injury and Property Damage:	\$ statutory

Interest of Contractor The Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no such person having such interest shall be employed or engaged.

Loss of Contractor's Property

The University shall have no responsibility for the loss, theft, or mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees or agents.

Non-Collusion

Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to proposal at a fixed price or to refrain from bidding, or otherwise, shall render the proposals of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request for proposal.

Notices Any notice required under this Contract shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows: if to UAH, to the attention of the department representative, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to the Contractor, to the address

shown on the Contract for Professional Service. The name and address to which mailings shall be made may be changed from time to time by a notice mailed as set forth above.

Ownership of Material

Ownership of all data, material, and documentation originated and prepared for the University pursuant to the Request for Proposal shall belong exclusively to the University.

Permits, Licenses, Taxes and Certificate of Authority

The vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and it shall post or display in a prominent place such permits and/or notices as are required by law. The vendor must include with their proposal a certification of authority to conduct business in the State of Alabama. The vendor shall be responsible for and pay when due any and all taxes and assessments arising out of the operation including, but not limited to, payroll taxes (including all deductions of employees) and income taxes. The vendor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

Public Record

All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.

Questions

Any questions concerning the UAH Turf Maintenance should be submitted via UAH Vendor Registry to Proposal number (subject: P00231 Proposal). Written replies of general significance will be forwarded to all vendors invited under this request.

Rejection of Proposals

The University reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals at its sole discretion.

Grounds for the rejection of a proposal include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
- A proposal imposing conditions which would modify the terms and conditions of the solicitation, or limit the Contractor's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Contractor to sign Proposal Form in the designated signature location.
- Any proposal determined by the University to be unreasonable as to commission and/or guarantee.
- Proposals received that are determined to be from Contractors who are not responsible.

Technicalities or minor irregularities in a Contractor's proposal which may be waived, when the University determines that it will be in the University's best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this Request for Proposals and having a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Contractors. The University may either give a Contractor an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the University to do so.

Remedies All parties' remedies and rights contained in this Contract shall be cumulative and shall not be in limitation of any other right or remedy which the parties may have.

Representation and Warranties The Contractor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this Contract and that it has and will continue to have throughout the term of this Contract the full right to perform its obligations hereunder. The Contractor

further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Contract or from conducting the activities and carrying out the duties and obligations provided for hereunder.

Restrictions On Communications with University Staff: From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the proposal with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Procurement Services representative, any University Procurement Official representing the University administration, or others authorized in writing by the Procurement Office and
- University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder's response to this Solicitation.

Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, written revisions will be posted by Procurement Services on our website at <http://uah.edu/business-services/vendors/bid-opportunities>. Scroll down and click on the proposal number.

The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

State of Alabama Immigration Law: Pursuant to the State of Alabama Immigration Law, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Survival of Terms All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.

Unenforceable Provision If any provision of this Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this contract or the validity or enforceability of the Contract as a whole.

University Name – Limitations on Use

The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of the University's Vice President for Finance and Administration. However, the vendor shall be allowed to include the University on its routine client list for matters of reference.

Waiver The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.

Warranty Period

Include a copy of your materials warranty; clearly state the length of the warranty for both labor and materials.

The University of Alabama in Huntsville reserves the right to renew this contract for five additional one-year periods

Date

Note: In order for an alternate proposal to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

F.O.B. Point	TERMS	WARRANTY
UAH DESTINATION		
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note below):	EMAIL ADDRESS:	

* Your company reference number, if applicable with this proposal quotation.

NOTE: Please indicate your company classification in the appropriate box above: Small Business (**SB**), a Small Disadvantaged Business (**SD**), a Black Small Disadvantaged Business (**BD**), a Woman-Owned Small Business (**WB**), a Woman-Owned Small Disadvantaged Business (**WD**), a Black Woman-Owned Small Disadvantaged Business (**BW**), a Large Business (**LB**), an Individual (**IN**), Educational (**ED**), Non-Profit (**NP**), a Labor Surplus Area Concern (**LS**), Disabled Veteran-Owned Small Business (**DV**), Veteran-Owned Small Business (**VS**), Historically Underutilized Business Zone (**UZ**), or a Governmental Agency (**GV**).

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every proposal submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

_____	_____
COMPANY NAME (TYPE OR PRINT)	TELEPHONE NUMBER
_____	_____
SIGNER'S NAME (TYPE OR PRINT)	FAX NUMBER
_____	_____
SIGNATURE	DATE

The University of Alabama in Huntsville prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

The University of Alabama in Huntsville will not accept faxed proposals.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

REV. 8/12

State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the proposal response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the proposal response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Getting Started" for information about the program, requirements, and enrollment process.
- Click "Enroll in E-Verify" and begin enrollment process.
- When enrollment process is complete, click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the [E-Verify Quick Reference Guide](#).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____ (Company)
certifies to the Board of Trustees of the University of Alabama that the Company
does not employ an individual or individuals within the State of Alabama.

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE



THE UNIVERSITY of
ALABAMA SYSTEM

VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed for all contracts, such as proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted ("Agreements"). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions

For the purposes of this form, the following terms shall have the following meanings:

- **"Agreement."** Any agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **"Family Member."** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse's parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **"Public Official."** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **"Relationship."** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under Board Rule 106.
- **"UAS."** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **"You."** Includes, (1) the entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity or Individual Completing this Form (proposed contracting party)

Entity Name:

Individual Name:

Title:

Address Line 1:

Address Line 2:

City, State, Zip:

Telephone:

2. UAS Entity with which you propose an Agreement? (i.e. University, College, Department, etc.)

3. Describe the proposed Agreement:

Goods and services to be provided:

Grant or proposal number (if applicable):

Amount or anticipated amount:

Term:

Is the proposed Agreement the result of a competitive or proposal bid process? Yes No

- 4. Have "You" (See definition above) previously provided goods and/ or services to UAS within the current or last fiscal year?** Yes No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or
Services: Campus and

Department:

Type of
Goods/Services:
Amount
Received:

Entity Providing Goods or Services:

Campus and Department:

Type of Goods/Services:

Amount Received:

Entity Providing Goods
or Services: Campus and

Department:

Type of
Goods/Services:
Amount
Received:

If you need to provide further details on goods or

- 5. Did the amount of goods and/or services identified in response to Question 4 total \$1,000,000 or more?**

Yes No

- 6. Do you have a relationship with a UAS employee, UAS Trustee, or Public Official who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit?**

Yes No

If yes, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official:

Campus/department where employed or position held:

Nature of relationship:

Potential Benefit:

Name of UAS employee, Trustee, or
Public Official: Campus/department
where employed or position held: Nature
of relationship:
Potential Benefit:

If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement. An option to attach additional documents will be provided at the end of this form.

- 7. Have any paid consultants and/or lobbyists assisted in obtaining the proposed Agreement?** Yes No
If yes, please provide the following information for each consultant or lobbyist.

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement. An option to attach additional documents will be provided at the end of this form.

- 8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.**
- 9. Do you need to attach an addendum?** Yes No
Select "Yes" to upload attachments to provide additional answers for any of the previous questions above.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

Signature

Date