



## DEPARTMENT OF FINANCE

### Procurement Division

Fauquier County Government & Public Schools  
320 Hospital Drive, Suite 23  
Warrenton, VA 20186-3037  
[procurement@fauquiercounty.gov](mailto:procurement@fauquiercounty.gov)



Phone (540) 422-8352

Fax (540) 422-8355

## FAUQUIER COUNTY GOVERNMENT

### PROCUREMENT DIVISION

320 Hospital Drive, Suite 23

Warrenton, Virginia 20186

Phone: (540) 422-8351 Fax: (540) 422-8355

[Andy.johnson.fin@fauquiercounty.gov](mailto:Andy.johnson.fin@fauquiercounty.gov)

March 18, 2025

Environmental Quality Resources, LLC  
2931 Brandermill Blvd, Suite 301  
Gambrills, MD 21054

Attn: Ken Williams

RE: Renewal 1—**County Use: EQR60-24mrc—Landscape and Horticulture Services**

**School Use: 132-24mrc**

Fauquier County Government wishes to exercise its option to renew the above referenced contract for a one-year period. The renewal period will be from **May 1, 2025, through April 30, 2026.**

It is understood and agreed that all terms; **and conditions**; ~~and prices~~ will remain the same during the contract renewal period indicated above. **Pricing will be escalated per contract provisions as included in Exhibit 1.**

Please forward a current Certificate of Insurance, with **"Fauquier County Government endorsed as additional insured."**

If this is agreeable with your company, **please sign and return this contract renewal letter upon receipt.** If you have any questions pertaining to this renewal, please do not hesitate to contact me. A copy of the fully executed contract renewal will be returned for your files.

Sincerely,

Andy Johnson  
Procurement Officer I

Environmental Quality Resources, LLC

DocuSigned by:

By:   
A33E44DA6BFD40B...

Title: Liam O'Meara, President

Date: 3/24/2025

Fauquier County Government

By:   
Kristen Hylton

Title: Procurement Manager

Date: 3/27/2025

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LTO  
ish

Renewal 1:  
3.3% capped  
at 3.0%, May  
1, 2025,  
through April  
30, 2026

Exhibit 1, page 1 of 3

ITEM	3.1 FEE ITEMIZATION	UM	PRICE	PRICE
3.1.1 CONSULTATION & 3.1.2 PLANNING				
DELIVERABLES				
DEL-1	SITE ASSESSMENT & ANALYSIS REPORT	HR	\$ 100.00	\$ 103.00
DEL-2	EXPERT TESTIMONY (APPROPRIATE STAFF MEMBER)	HR	\$ 200.00	\$ 206.00
LABOR				
L-1	ISA CERTIFIED ARBORIST	HR	\$ 116.75	\$ 120.25
L-2	PROJECT MANAGER	HR	\$ 89.70	\$ 92.39
L-3	SUPERINTENDENT	HR	\$ 85.95	\$ 88.53
L-4	CREW FOREMAN	HR	\$ 76.60	\$ 78.90
3.1.3 HANDS ON LABOR				
L-1	ISA CERTIFIED ARBORIST	HR	\$ 116.75	\$ 120.25
L-2	PROJECT MANAGER	HR	\$ 89.70	\$ 92.39
L-3	SUPERINTENDENT	HR	\$ 85.95	\$ 88.53
L-4	CREW FOREMAN	HR	\$ 76.60	\$ 78.90
L-5	LABOR/ CREW	HR	\$ 48.10	\$ 49.54
L-6	SKILLED LABOR	HR	\$ 56.05	\$ 57.73
SITE MAINTENANCE				
SM-1	TRASH/DEBRIS REMOVAL & DISPOSAL	CY	\$ 355.70	\$ 366.37
SM-2	TREE REMOVAL (2" TO 6" DBH)	EA	\$ 272.30	\$ 280.47
SM-3	TREE REMOVAL (7" TO 12" DBH)	EA	\$ 499.20	\$ 514.18
SM-4	SHRUB RELOCATION (1 GALLON TO 3 GALLON CONTAINER)	EA	\$ 403.05	\$ 415.14
SM-5	STUMP REMOVAL & GRINDING (UP TO 12")	EA	\$ 695.55	\$ 716.42
SM-6	STRING/LINE TRIMMING	0.1	\$ 459.10	\$ 472.87
SM-7	BUSHHOGGNIG (OR EQUAL)	0.1	\$ 642.55	\$ 661.83
SM-8	CLEARING AND GRUBBING	0.1	\$ 2,000.50	\$ 2,060.52
SM-9	DETHATCHING	SF	\$ 2.55	\$ 2.63
SM-10	ANIMAL BURROW REPAIR	EA	\$ 99.05	\$ 102.02
SM-11	WEEDING - ALL	SF	\$ 1.70	\$ 1.75
SM-12	PERENNIAL CUTBACK	SF	\$ 0.85	\$ 0.88
SM-13	PRUNING	HR	\$ 267.75	\$ 275.78
SM-14	SKID STEER WITH AMBUSER ATIACHMENT, DAILY	DAY	\$ 1,590.25	\$ 1,637.96
SOIL TESTING & ANALYSIS				
5TA-1	SOIL ANALYTICAL TESTING	EA	\$ 1,651.95	\$ 1,701.51
SEED, SOD & SOIL AMENDMENTS				
SSS-1	SEED MIX - 75% KENTUCKY 31 ( K-31) AND 2596 ANNUAL RYE GRASS	0.1	\$ 372.80	\$ 383.98
SSS-2	WETLAND SEED MIX - ERNST SEED #120 (OR EQUAL)	0.1	\$ 493.50	\$ 508.31
SSS-3	WETLAND SEED MIX - ERNST SEED #131(OR EQUAL)	0.1	\$ 641.65	\$ 660.90
SSS-4	BIORETENTION (RAIN GARDEN) SEED M IX - ERN ST SEED #180 (OR EQUAL)	0.1	\$ 468.30	\$ 482.35
SSS-5	COVERCROP OF ANNUAL WINTER RYE (SECALE CEREALE)	0.1	\$ 272.75	\$ 280.93
SSS-6	COVER CROP OF ANNUAL RYE [WARM SEASON] [LOUUM MULTIFLORUM]	0.1	\$ 284.30	\$ 292.83
SSS-7	COVERCROP OF GERMAN MILLET (SETARI A ITALICA)	0.1	\$ 287.15	\$ 295.76
SSS-8	COVER CROP OF COMMON OATS (AVENA SATIVA)	0.1	\$ 274.65	\$ 282.89
SSS-9	DRILL SEEDING	0.1	\$ 859.55	\$ 885.34
SSS-10	WATERI NG	DAY	\$ 1,200.00	\$ 1,236.00
SSS-11	BIORETENTION SOIL MEDIA	CY	\$ 151.00	\$ 155.53
SSS-12	TOPSOIL	CY	\$ 102.80	\$ 105.88
SSS-13	IMPORTED CLEAN FILL	CY	\$ 42.10	\$ 43.36
SSS-14	DOUBLE SHREDDED HARDWOOD MULCH, PROVIDED BY CONTRACTOR	CY	\$ 73.75	\$ 75.96
SSS-15	DISCING(14-6 PASSES)	0.1	\$ 1,006.40	\$ 1,036.59
SSS-16	SOIL PREPARATION- RIP SOIL 18" TO 24" DEEP	0.1	\$ 1,358.00	\$ 1,398.74
SSS-17	TILL SOIL 6" TO 8" DEEP	SY	\$ 46.50	\$ 47.90
SSS-18	TILL SOIL 19" TO 24" DEEP	SY	\$ 67.50	\$ 69.53
SSS-19	COMPOSTBLANKET (OR EQUAL)	SY	\$ 12.10	\$ 12.46
SSS-20	MYCORRHIZAL ANDPOLYMER GEL SOIL SUPPLEMENT	0.5 LB	\$ 7.95	\$ 8.19
SSS-21	COMPOST BLANKET (OR EQUAL) WITH DISCING	0.1	\$ 3,001.25	\$ 3,091.29
SSS-22	LIME APPLICATION	0.1	\$ 33.55	\$ 34.56
SSS-23	DECOMPACTION SPADER WITH TRACTOR. DA ILY	DAY	\$ 1,818.95	\$ 1,873.52

## Exhibit 1, page 2 of 3

PLANTS & RELATED HORTICULTURAL SERVICES				
PRH-1	HYDOMULCHING	SF	\$ 18.45	\$ 19.00
PRH-2	3/4" CALIPER TREE	EA	\$ 151.95	\$ 156.51
PRH-3	1" CALIPER TREE	EA	\$ 170.45	\$ 175.56
PRH-4	2" CALIPER TREE	EA	\$ 398.20	\$ 410.15
PRH-5	3-4' CONIFER TREE	EA	\$ 151.75	\$ 156.30
PRH-6	4-5' CONIFER TREE	EA	\$ 176.45	\$ 181.74
PRH-7	3-4' BROAD LEAF EVERGREEN TREE	EA	\$ 373.25	\$ 384.45
PRH-8	ARBORITE TREE GUYS WITH STAKES (OR EQUAL)	EA	\$ 72.35	\$ 74.52
PRH-9	A.M. LEONARD RIGID MESH TREE PROTECTOR 36" (OR EQUAL)	EA	\$ 18.65	\$ 19.21
PRH-10	A.M. LEONARD RIGID MESH TREE PROTECTOR 48" (OR EQUAL)	EA	\$ 20.80	\$ 21.42
PRH-11	TREE GATOR SLOW RELEASE WATERING BAGS (OR EQUAL)	EA	\$ 54.65	\$ 56.29
PRH-12	18" HIGH SHRUB	EA	\$ 55.30	\$ 56.96
PRH-13	24" HIGH SHRUB	EA	\$ 58.55	\$ 60.31
PRH-14	30" HIGH SHRUB	EA	\$ 87.35	\$ 89.97
PRH-15	HERBACEOUS PLANTINGS (#1 CONTAINER SIZE)	EA	\$ 21.25	\$ 21.89
PRH-16	HERBACEOUS PLANTINGS (#2 CONTAINER SIZE)	EA	\$ 37.30	\$ 38.42
PRH-17	2" x 4" AQUATIC OR TERRESTRIAL PLUGS	EA	\$ 5.60	\$ 5.77
PRH-18	2" x 5" AQUATIC OR TERRESTRIAL PLUGS	EA	\$ 5.60	\$ 5.77
PRH-19	LIVE STAKES	EA	\$ 6.80	\$ 7.00
PRH-20	8' HIGH DEER FENCE (BLACK VINYL MESH) WITH METAL POSTS	LF	\$ 26.60	\$ 27.40
PRH-21	3' WIDE GATE IN 8' HIGH DEER FENCE (BLACK VINYL MESH) WITH METAL	EA	\$ 621.00	\$ 639.63
PRH-22	8' HIGH DEER FENCE (BLACK VINYL MESH) WITH PRESSURE TREATED	LF	\$ 36.50	\$ 37.60
PRH-23	3' WIDE GATE IN 8' HIGH DEER FENCE (BLACK VINYL MESH) WITH PRESSURE	EA	\$ 1,015.25	\$ 1,045.71
PRH-24	8' HIGH DEER FENCE (GALVANIZED WOVEN WIRE) WITH METAL POSTS	LF	\$ 29.75	\$ 30.64
PRH-25	3' WIDE GATE IN 8' HIGH DEER FENCE (GALVANIZED WOVEN WIRE) WITH	EA	\$ 795.40	\$ 819.26
PRH-26	8' HIGH DEER FENCE (GALVANIZED WOVEN WIRE) WITH PRESSURE TREATED	LF	\$ 41.75	\$ 43.00
PRH-27	3' WIDE GATE IN 8' HIGH DEER FENCE (GALVANIZED WOVEN WIRE) WITH	EA	\$ 985.30	\$ 1,014.86
PRH-28	MAINTENANCE OF DEER FENCE	LF	\$ 20.25	\$ 20.86
PRH-29	GOOSE FENCE PROTECTION	LF	\$ 15.75	\$ 16.22
PRH-30	BEAVER FENCE PROTECTION	LF	\$ 25.20	\$ 25.96
PRH-31	MAINTENANCE OF OTHER ANIMAL PROTECTION FENCES	LF	\$ 12.20	\$ 12.57
PRH-32	SYSTEMIC ANIMAL BROWSE DETERRENTS	EA	\$ 9.85	\$ 10.15
PRH-33	TOPICAL ANIMAL BROWSE DETERRENTS	EA	\$ 13.60	\$ 14.01
PRH-34	APPLICATION OF FERTILIZER	SF	\$ 0.20	\$ 0.21
PRH-35	WOODY PLANT MAINTENANCE PER TREE	EA	\$ 136.05	\$ 140.13
PRH-36	WOODY PLANT MAINTENANCE PER ACRE	ACRE	\$ 15,295.20	\$ 15,754.06
EROSION & SEDIMENT CONTROL				
ES-1	STRAW MULCH	SY	\$ 1.09	\$ 1.12
ES-2	EM-400 JUTE MAT (OR EQUAL) (VA STD & SPEC 3.36)	SY	\$ 7.37	\$ 7.59
ES-3	EM-700 JUTE MAT (OR EQUAL) (VA STD & SPEC 3.36)	SY	\$ 6.99	\$ 7.20
ES-4	EM-900 JUTE MAT (OR EQUAL) (VA STD & SPEC 3.36)	SY	\$ 9.61	\$ 9.90
ES-5	NATURAL FIBER COIR LOGS 6" TO 8" DIAMETER	EA	\$ 344.21	\$ 354.54
ES-6	NATURAL FIBER COIR LOGS 12" TO 16" DIAMETER	EA	\$ 451.29	\$ 464.83
ES-7	STRAW BLOWER (30 TO 40 HP)	HR	\$ 376.99	\$ 388.30
ES-8	HYDROSEEDER (400 TO 600 GALLON) WITH UPLAND SEED MIX	HR	\$ 570.40	\$ 587.51
ES-9	HYDROSEEDER (400 TO 600 GALLON) WITH WETLAND SEED MIX	HR	\$ 649.08	\$ 668.55
ES-10	HYDROSEEDER (400 TO 600 GALLON) WITH COUNTY SUPPLIED SEED MIX	HR	\$ 310.34	\$ 319.65
ES-11	SILT FENCE WITH WOODEN STAKES (VA STD & SPEC 3.05)	LF	\$ 4.26	\$ 4.39
ES-12	SUPER SILT FENCE WITH STEEL POSTS & CHAIN LINK FENCE (PFM PLATE 5-	LF	\$ 11.26	\$ 11.60
ES-13	SAFETY FENCE (VA STD & SPEC 3.01)	LF	\$ 2.74	\$ 2.82
ES-14	TREE PROTECTION FENCING (VA STD & SPEC 3.38)	LF	\$ 6.12	\$ 6.30
ES-15	SILT FENCE INLET PROTECTION (VA STD & SPEC 3.07)	LF	\$ 10.17	\$ 10.48
ES-16	BLOCK AND GRAVEL INLET PROTECTION (VA STD & SPEC 3.07)	LF	\$ 23.49	\$ 24.19
ES-17	FILTER BAG	EA	\$ 874.18	\$ 900.41
ES-18	NON-WOVEN FILTER FABRIC	SY	\$ 2.24	\$ 2.31
TRAFFIC CONTROL				
MOT-1	LANE CLOSURE	DAY	\$ 899.70	\$ 926.69
MOT-2	VARIABLE MESSAGE SIGNS	DAY	\$ 163.40	\$ 168.30
MOT-3	CONSTRUCTION SIGNS	DAY	\$ 27.20	\$ 28.02

## Exhibit 1, page 3 of 3

3.1.4 TRAINING OF DEPARTMENT STAFF				
DELIVERABLES				
DEL-3	OPERATIONS & MAINTENANCE MANUAL	HR	\$ 100.00	\$ 103.00
DEL-4	INVASIVE SPECIES IDENTIFICATION & CONTROL FIELD GUIDE	HR	\$ 100.00	\$ 103.00
LABOR				
L-1	ISA CERTIFIED ARBORIST	HR	\$ 116.75	\$ 120.25
L-2	PROJECT MANAGER	HR	\$ 89.70	\$ 92.39
L-3	SUPERINTENDENT	HR	\$ 85.95	\$ 88.53
L-4	CREW FOREMAN	HR	\$ 76.60	\$ 78.90
3.1.5 INVASIVE PLANT REMOVAL & MANAGEMENT				
DELIVERABLES				
DEL-5	INITIAL SITE ASSESSMENT & TREATMENT PLAN	HR	\$ 100.00	\$ 103.00
DEL-6	GIS INTEGRATED PROGRESS REPORT	HR	\$ 100.00	\$ 103.00
LABOR				
L-1	ISA CERTIFIED ARBORIST	HR	\$ 116.75	\$ 120.25
L-2	PROJECT MANAGER	HR	\$ 89.70	\$ 92.39
L-3	SUPERINTENDENT	HR	\$ 85.95	\$ 88.53
L-4	CREW FOREMAN	HR	\$ 76.60	\$ 78.90
L-5	LABOR/ CREW	HR	\$ 48.10	\$ 49.54
L-6	SKILLED LABOR	HR	\$ 56.05	\$ 57.73
TREATMENT SERVICES				
NNI-1	SELECTIVE CUT-STUMP HERBICIDE TREATMENT	0.1	\$ 2,274.10	\$ 2,342.32
NNI-2	SELECTIVE GIRDLE HERBICIDE TREATMENT	EA	\$ 84.80	\$ 87.34
NNI-3	SELECTIVE FOLIAR HERBICIDE TREATMENT	0.1	\$ 1,556.20	\$ 1,602.89
NNI-4	SELECTIVE MECHANICAL REMOVAL OF AQUATIC PLANTS	0.1	\$ 9,212.35	\$ 9,488.72



**FAUQUIER COUNTY SCHOOL BOARD**  
**Contract #132-24mrc**  
**Landscape and Horticultural Services**

This Agreement is made and entered into this 29<sup>th</sup> day of April, 2024, by the Fauquier County School Board, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" (such reference is for the matter of convenience only) and **Environmental Quality Resources, LLC** having its principal place of business at **2391 Brandermill Blvd, Suite 301, Gambrills MD 21054**, hereinafter referred to as "Contractor".

**WITNESSETH:** that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide Landscape and Horticultural Services and other related services on an as needed basis to the Owner, as set forth in the Contract Documents.



**COMPENSATION:** The Owner will pay and the Contractor will accept in full consideration for services rendered during the contract term the fees as set forth within the referenced RFP Submission labeled Exhibit A.

**CONTRACT PERIOD:** **Date of Award through May 1, 2025.** This Contract may be extended up to four (4) times, for one (1) additional year per extension, upon the request of the Fauquier County Public Schools and written agreement by Contractor.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County Government contract # EQR60-24mrc inclusive of Exhibit A: Contractor proposal submitted under RFP 60- 24mr issued on February 1, 2024, inclusive of any Addenda and/or Attachments, and RFP 60-24mr which is incorporated herein by reference;

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

	<b>Environmental Quality Resources, LLC.</b>		<b>Fauquier County School Board, a political subdivision of the Commonwealth of Virginia</b>
	<small>DocuSigned by:</small>		
<b>By:</b>		<b>By:</b>	
<b>Title:</b>	Liam O'Meara, President	<b>Title:</b>	Procurement Manager
<b>Date:</b>	5/2/2024	<b>Date:</b>	7-30-24



**FAUQUIER COUNTY GOVERNMENT**  
**Contract #EQR60-24mrc**  
**Landscape and Horticultural**  
**Services**

This Agreement is made and entered into this 1<sup>st</sup> day of April, 2024, by Fauquier County, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" (such reference is for the matter of convenience only) and **Environmental Quality Resources, LLC.**, having its principal place of business at **2391 Brandermill Blvd, Suite 301, Gambrillis, MD 21054**, hereinafter referred to as "Contractor".

**WITNESSETH** that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide Landscape and Horticultural Services and other related services on an as needed basis to the Owner, as set forth in the Contract Documents.



**COMPENSATION:** The Owner will pay and the Contractor will accept in full consideration for services rendered during the contract term the fees as set forth within the referenced RFP Submission labeled Exhibit A.

**CONTRACT PERIOD:** Date of Award through May 1, 2025. This Contract may be extended up to four (4) times, for one (1) additional year per extension, upon the request of the Fauquier County Government and written agreement by Contractor.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of Insurance Checklist;
- (2) General Terms & Conditions, State Corporation Commission Form, and No Crimes Against Children;
- (3) Exhibit A: Contractor proposal submitted under RFP 60- 24mr issued on February 1, 2024, inclusive of any Addenda and/or Attachments, and RFP 60-24mr which is incorporated herein by reference;

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

	<b>Environmental Quality Resources, LLC.</b>		<b>Fauquier County, a political subdivisions of the Commonwealth of Virginia</b>
	<small>DocuSigned by:</small>		
<b>By:</b>		<b>By:</b>	
<b>Title:</b>	Liam O'Meara, President	<b>Title:</b>	Procurement Manager
<b>Date:</b>	4/30/2024	<b>Date:</b>	7-30-24



APPROVED AS TO FORM

COUNTY ATTORNEY

4/19/24  
DATE

## INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. <b>Workers' Compensation</b> and Employers' Liability, Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. <b>Prof. Errors and Omissions</b> Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. <b>Garage Liability</b>	5. \$1,000,000 CSL Each Occurrence
—	6. <b>Garage Keeper's Legal Liability</b> Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. <b>Umbrella Liability</b> Best's Guide Rating-A-VIII or better, or its equivalent	7. \$1,000,000 Minimum
—	8. <b>Other Insurance:</b> Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name</b> Fauquier County and/or County Public School Board as <b>additional insured</b> (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	Fauquier
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified Checklist to Fauquier County and/or Fauquier County School Board in Code of Virginia Section 38.2-231.	on this accordance with the timelines and stipulations in
<u>X</u>	11. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

### OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Environmental Quality Resources, LLC

FIRM

SIGNATURE



Liam O'Meara, President

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**  
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.
  - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
  - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**  
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
  - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
  - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

**IFB/RFP NUMBER**  
**TITLE**  
**BID/PROPOSAL DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all 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.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
  - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

**SPECIFICATIONS**

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

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 is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner 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 a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

#### **AWARD**

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

#### **CONTRACT PROVISIONS**

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the 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 Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
  - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
  - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid 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 Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeree's certify to the Owner 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, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. 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. (*Code of Virginia*, § 2.2-4343.1(E)).

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

- a. During the performance of this contract, the Contractor agrees as follows:
    - 1) 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.
    - 2) 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.
    - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
    - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
    - b. The Owner 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 Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
      - 1) By mutual agreement between the parties in writing; or
      - 2) By agreeing in writing 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 Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
      - 3) 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 Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. 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 Owner or with the performance of the contract generally.
    - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
  36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
  37. **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 a 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 prohibition; (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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance 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.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
  - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

**39. USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOCG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm) or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

#### DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.
- Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID**

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ☐ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. ☒ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is T0188443

C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

Environmental Quality Resources, LLC

Legal Name of Company (as listed on W-9)

Liam O'Meara

Legal Name of Offeror/Bidder

02/29/24

Date



Authorized Signature

Liam O'Meara, President

Print or Type Name and Title

**RETURN THIS PAGE**



**Fauquier County**  
**and**  
**Fauquier County Public Schools**



**CERTIFICATION OF  
NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

**Environmental Quality Resources, LLC**

Company Name

2391 Brandermill Blvd., Suite 301 Gambrills, MD 21054

Company Address

Liam O'Meara

Print Name of Authorized Representative

Authorized Representative Signature

**RFP 60-24mr, Landscape & Horticultural Services**

Contract # and Title

410-923-8680

Company Phone Number

President

Authorized Representative Title

02/29/24

Date

**RETURN THIS PAGE**



*EQR MSMD Contract, BMP Planting and Maintenance*



ENVIRONMENTAL  
QUALITY RESOURCES

*Proposal for*

FAUQUIER COUNTY GOVERNMENT AND PUBLIC  
SCHOOLS: Landscape and Horticultural Services  
INVITATION TO BID (RFP) 60-24mr

3/1/2024

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## Tab 1: Cover Letter

Megan Roberts  
Procurement Officer III  
Fauquier County Government and Public Schools, Procurement Division  
320 Hospital Drive, Suite 23  
Warrenton, Virginia 20186



*Submitted via bonfirehub.com*

March 1, 2024

**Re: Landscape and Horticulture Services (RFP 60-24mr)**

Dear Ms. Roberts:

Environmental Quality Resources, L.L.C. (EQR), is pleased to provide this proposal in response to Fauquier County's Request for Proposals.

As demonstrated in our submitted materials, EQR is well qualified to provide the services that the County seeks. Highlights of those qualifications are as follows:

- Decades of experience with 19 task ordering contracts for a wide range of environmental restoration services, including landscaping, site inspection and needs assessment, maintenance and invasive species management;
- A mature, proprietary database system for tracking all stages of tasks, including proposal preparation, execution of work and closeout;
- Consistent renewal of multiple-option-year contracts, evidencing strong customer satisfaction;
- Extensive prior work in Virginia, ensuring that our management and operations personnel are familiar with local conditions and applicable laws;
- Ability to field sufficient numbers of experienced personnel to cover Fauquier County's needs;
- Seasoned environmental restoration personnel who are capable of advising on a variety of subjects, such as appropriate plant species for particular growing conditions and purposes, maintenance regimens, IPM programs and non-native invasive (NNI) species treatment plans;
- Ability to deliver services safely; and
- Personnel accustomed to a wide variety of work site types, including active park settings, sensitive riparian and wetland areas, stormwater management facilities, government centers and school grounds.

We look forward to the prospect of working with the County to meet its landscape and horticultural services needs. Should you have any questions or wish to discuss our proposal, please contact me at [contact@eqrllc.com](mailto:contact@eqrllc.com) or 410-923-8680.

Respectfully Submitted,

Liam O'Meara, President

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Tab 2:  
Certification Page, Completed  
RFP, Addenda  
Acknowledgements (RFP §5.3.1)

Included in this Tab is the Certification Page with acknowledged addenda. Please also refer to the documents separately uploaded through *bonfirehub.com*.

**BID REQUEST:** Topic: Landscape and Horticultural Services    Issue Date: February 1, 2024, 1:00PM EST

To be considered, Respond Electronically by: March 1, 2024, by 4:00PM EST, via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/>. No mailed, faxed, or hand delivered submissions will be accepted. If necessary, any addendums will be posted on the Bonfire Portal and on the Fauquier County Government and Public Schools Procurement website which can be found at the link below: <https://www.fauquiercounty.gov/government/departments-h-z/procurement/bids-proposals> (Late responses cannot be accepted.)

For Any Questions Perspective Offerors May Have, please submit via the Bonfire Portal. Vendor questions shall be submitted via Bonfire Portal by February 15, 2023 by 4:00PM EST. All inquiries for additional information and any updates to this solicitation can be found at the referenced link below: <https://fauquiercounty.bonfirehub.com/opportunities/>

Period of Contract: One (1) year from Date of Award, with the option to renew for four (4) additional (1) one- year periods (see section "Contract Period" for additional details).

This solicitation is issued by the Fauquier County Government, and Fauquier County Public Schools, on behalf of the Fauquier County Board of Supervisors and Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to as "Owner" or "County" or "Schools". Vendors responding to the solicitation are referred to as "Offeror" and/or "Bidder" and post-contract award as "Contractor".

**The awarded Contractor shall be expected to sign a contract with the Owner; the contract will incorporate this Invitation for Bid, the awarded offeror(s) response, and any other pertinent information by reference. The contract will be prepared, released, and executed by the County Procurement Division on behalf of the Fauquier County Government & Public Schools.**


Embedded are the General Terms and Conditions, which shall be a part of every bid submitted in response thereto and incorporated by a reference into the resulting contract. In accordance with this electronic bid request and subject to all conditions and attachments, the undersigned offers and agrees to furnish the services in accordance with the submitted signed bid or as mutually agreed upon by subsequent negotiations.

In compliance with this Request for Proposal and subject to all conditions and attachments imposed therein and hereby incorporate by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

**Receipt of the following Addenda are acknowledged:**

Addendum No. 1 \_\_\_\_\_, dated 2/21/24;    Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;    Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;

OFFEROR'S FULL, LEGAL NAME (PRINT)	F.E.I.N OR S.S. NUMBER
Liam O'Meara	52-2145482
Street Address	City, State, Zip Code
2391 Brandermill Blvd., Suite 301	Gambrills, MD 21054
Print Name / Title	Telephone No.
Liam O'Meara, President	410-923-8680
E-mail Address	Fax No.
contact@eqrlc.com	

  
Signature Liam O'Meara, President

02/29/24  
Date

**RETURN THIS PAGE ALONG WITH PROPOSAL**

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RFP 60-24mr, Landscape and Horticultural Services

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## Tab 3: Offeror's Qualifications (RFP §5.3.2)

## Offeror's General Background and Organizational Structure

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### Company Biography

EQR was founded in 1991 as an environmental construction and landscaping company, specializing in stream restoration and reforestation. Following its inception, EQR has expanded its services to include: freshwater and tidal wetland creation and mitigation; shoreline stabilization and tidal marsh restoration; low impact development best management practices; and stormwater management facility construction, retrofit and maintenance.

The company's headquarters is located in Gambrills, Maryland, with a satellite office in Richmond, Virginia.

Working in demanding environments for more than 30 years has given EQR unmatched experience in successful completion of ecological projects. EQR has performed over 100 miles of stream restoration, often in sensitive watersheds and habitats. EQR has also created or restored over 1,400 acres of wetlands. In addition, EQR has completed shoreline work along both the Eastern and Western Shores of the Chesapeake Bay, from Pennsylvania to Chesapeake Virginia, including the dynamic tidal zones of upstream tributaries. Since 1997, EQR has been building bioretention facilities and working on low-impact-development projects. Under on-call contracts with local governments since 1994, EQR has converted and/or retrofitted outdated stormwater BMPs into facilities that promote improved water quality and help meet various permit (e.g., MS4, NPDES) requirements.

Since its founding, EQR has accomplished a wide variety of ecological services projects valued at more than \$525,000,000.

EQR self-performs most of its work, giving it an excellent understanding of all aspects of environmental services projects, including regulatory and permit requirements, industry design standards and norms, erosion and sediment control regulations, site excavation and grading, construction of various types of hardened and natural structures, stream/floodplain connection, habitat creation for biological uplift, and installation of native plants to restore sensitive communities. EQR has approximately 195 employees, making up and supporting heavy construction, LID, landscaping/NNI and maintenance crews. Those individuals provide the ability to properly resource projects, including rapid and emergency response, and maintain project schedules.

In addition to offering comprehensive environmental construction services, EQR has an Ecological Services Division specializing planting, plant and BMP maintenance, IPM programs and invasive, non-native species management in a variety of settings. Since 2014, the Division has completed more than \$11,000,000 in landscaping and NNI projects.

As project owners turned to design-build and full delivery restoration projects, EQR was fully prepared to manage the transition to such work and deliver successful projects. EQR's experience with initiating and participating in value engineering proposals as well as close coordination with project owners and designers to refine project plans and seek cost-effective solutions throughout its decades of construction work proved invaluable. EQR's well developed estimating processes, project management systems and seasoned management personnel readily adapted to the design-build context. EQR understands the multitude of steps necessary to bring a design/build or full delivery project to fruition,

including early, coordinated involvement of all project stakeholders. We are also aware of the vital importance of preparing an overall project schedule and meeting milestone dates during the design, permitting and construction phases. In the past five years, EQR has completed, as either a prime contractor or subcontractor, more than \$26 million in design-build and full delivery projects.

EQR's experience extends to projects in urban, suburban and rural areas of Virginia, Maryland, the District of Columbia, and other jurisdictions in the U.S. to help address water quality and volume issues. EQR has worked with the counties of Fairfax, Arlington, Henrico, Prince George's, Prince William, Montgomery, Baltimore and Howard, as well as the cities of Alexandria, Arlington, Leesburg, Lynchburg, Norfolk, Vienna, Baltimore, Gaithersburg and Rockville. EQR has also performed projects for VDOT, MDOT, MNCPPC and various private sector organizations. Crews are accustomed to working in both rural and highly developed residential and urban areas with constrained work sites.

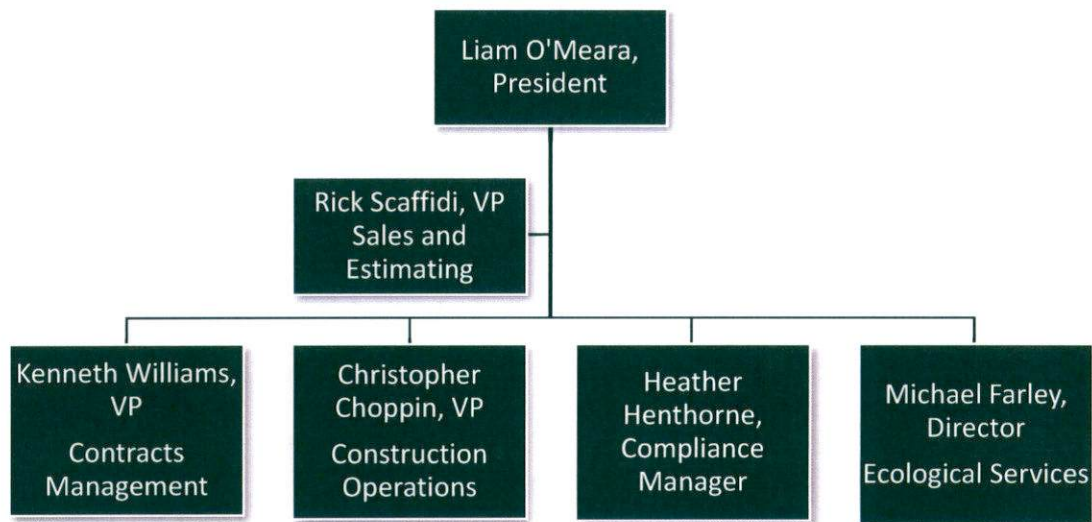
Many of EQR's projects are located within environmentally sensitive areas or are performed under adverse site conditions. Completing those projects with minimal harm to the environment requires technical expertise, regulatory awareness, and environmental sensitivity. At EQR, environmental restoration isn't just our business, it is our passion.

## Organizational Structure

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EQR's organizational structure relevant to delivery of the services Fauquier County seeks is depicted in the following charts.

### EQR Company Divisions



## Ecological Services Division



## Proposed Contract Team and Qualifications

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### EQR

#### *Key Personnel*

Our experience with IDIQ contracts has taught us that the involvement of an experienced manager from contract day one is essential to proper delivery of the services needed. Therefore, EQR assigns a single Program Manager to the umbrella contract who oversees the substantive work of all task orders, ensuring that responses to requests for work are organized and actively managed, regardless of the nature of work of any specific task. That individual also serves as a single point of contact for the Owner, helping to keep communication clear, consistent and efficient among all Owner and EQR personnel involved with a task order. The Program Manager will be well supported by superintendents and crew supervisors during performance of individual task orders.

If selected for award, EQR would name Allison Valenzia the Program Manager for contract. She possesses excellent qualifications for that role, and her resume is included in this Tab. Ms. Valenzia has successfully managed a multitude of task orders and standalone projects for the types of services Fauquier County seeks, and we are confident that she would serve ably as the overall manager for the work.

We also recognize that senior level management is important for smooth performance of a government contract. EQR's Ecological Services Director, Michael Farley, would be personally involved in contract oversight, and, as is shown in his enclosed resume, he brings a wealth of related project management and subject matter expertise to the position.

Additional EQR personnel will serve in the roles shown in the table below. A resume for each employee is included in this Tab.

Name and Title	Role for Contract
Michael Farley, Ecological Services Division Manager	High level management
Allison Valenzia, Ecological Services Project Manager	Overall contract management; principal owner point of contact; coordination with and guidance to the Landscape Superintendent, as needed; provision of planning services
William Addison, Landscape Superintendent	Supervision of and assistance with onsite operations; secondary owner point of contact; assistance with provision of planning services
Tanya Bhandari, Invasive Species Supervisor	Inspections and site assessments; preparation of NNI treatment plans and reports; supervision of NNI treatment crews and planting crews

Jhony Osorio, Ecological Restoration Foreperson	Supervision of planting and NNI treatment crews; providing planting and maintenance services
Clayton Lechlitner, Ecological Services Foreperson	Supervision of planting crews; providing planting and maintenance services
Grace Mayer, Restoration Production Associate	Herbicide application, GIS Administration & analysis
Gary Hall, Estimator	Task Order Proposal preparation

### *Personnel Qualifications, Resumes, Certifications and Licenses*

All personnel assigned to perform Fauquier County task orders would meet all training, license and certification requirements. In addition, they would perform work in accordance with all applicable safety rules and regulations as well as state and local codes. Resumes, certificates and licenses for our key personnel are included in this Tab.

### *Self-Performed Services*

The entire scope of work is within EQR's core capabilities. These are the types of services that we offer every day and that our personnel are well trained to provide. We have no plans to subcontract any of the work, ensuring that the County will be working directly with EQR personnel at all times and reducing any potential for mis-scheduling, miscommunication, gaps or duplications in effort.

EQR recognizes that the contract represents a multi-year commitment, namely, a one year base period with the County having the option to renew for four, one year option periods. We believe our track record of successful completion of prior multi-year requirements contracts demonstrates our ability to fulfill that commitment.

### *Safety*

All EQR personnel undergo a safety orientation upon hire and receive regular, additional safety related training tailored to the employees' particular work tasks and work environment throughout their employment. EQR has a full-time Environmental Health and Safety Officer who ensures that our personnel understand their obligations and rights with respect to safe operations. In addition, we have a written health and safety plan and various procedures to help instruct our personnel in safety matters. Furthermore, EQR forepersons and other supervisors conduct weekly tool box talks so that training information remains fresh in everyone's mind.

EQR's EMR for the period 7/1/2022 – 7/1/2023 is .73.

Of particular relevance to the Fauquier County contract, EQR has a written HazComm plan on which all employees are instructed. In addition, employees whose jobs entail use or possible exposure to herbicides are given further training as discussed below.

All employees receive training at 'New Employee Orientation' that follows the guidelines of the Pesticide Applicator's Law 15.05.01. New employee orientation covers, but is not limited to, the following topics:

- (a) Pesticide laws and regulations;

- (b) Label comprehension;
- (c) Safety and emergency procedures;
- (d) Proper pesticide handling and storage;
- (e) Pest/invasive species identification and control recommendations;
- (f) Pesticide application techniques;
- (g) Environmental and health concerns; and
- (h) Integrated pest management principles.

Additionally, employees of the Ecological Services Division at EQR receive both individual on-the-job training with an experienced, certified applicator and an annual 2-day training event designed for employees conducting invasive vegetation management. Topics include:

- (a) Personal Protective Equipment
- (b) Equipment training with a focus on safe chainsaw use course which concludes with a practical test
- (c) General jobsite safety
- (d) Company expectations for safety compliance
- (e) GIS and pest log data training
- (f) Plant identification techniques

Individual on-the-job training includes plant identification in the field, proper use of equipment, safe chemical handling, storage and disposal, task specific PPE, reading labels, measuring chemicals, and mixing chemicals. The annual NNI and Planting training consists of 2 days of lessons that incorporates one day of field training exercises and one day of classroom instruction. The classroom instruction includes reviews of ISA ANSI Standards for IVM (A300 Part 7) and planting (A300 Part 6) wherein the participants are tested on comprehension of the related principles.

At EQR, the Ecological Services Division has integrated the use of GIS to document treatments, identify and/or locate items in the field, establish boundaries and more. The annual training covers basic GIS skills, downloading the GIS app into a smart device (e.g., phone, iPad, tablet), and practice using the GPS to locate and map both native and non-native invasive plants identified during the field exercise. This segment also consists of a presentation which covers an overview of the basic functions of GIS and how our company utilizes this important tool. Participants are instructed using real-world data collected during the field exercises and given examples of how the data collected can be analyzed and organized.

Resumes, certifications and licenses follow this page.



**Michael Farley**  
*Director of Ecological Services*

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Education

**University of Maryland**

College Park, Maryland

B.S. Natural Resources Management, Land and Water Resources, 1992

**Years of Experience Overall: 28**

**Years of Experience at EQR: 28**

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Professional Associations & Certificates

- Maryland Department of Agriculture  
Certified Pesticide Applicator in Categories:  
2, 5 & 6 – Forest, Aquatic and Right of  
Way/Weed

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Overview

After 22 years of rising through positions of increasing responsibility at EQR, Mr. Farley was promoted to the position of Director of Ecological Services. He is responsible for managing the Natural Resources and Stormwater Maintenance sub-departments, which accomplish approximately \$4,500,000 in project value annually. His department undertakes stormwater maintenance and repair, landscape installation and maintenance, non-native invasive species control and LID projects. Mr. Farley oversees pricing for the work of his department, manages contracts and maintains good communication with project owners. Mr. Farley has managed several large scale, long term, IDIQ contracts with Baltimore County Department of Environmental Protection and Sustainability, Baltimore County Department of Public Works, the City of Rockville, Montgomery County and Fairfax County. Many of those contracts have been renewed through all option years and successor contracts awarded due to the proven dependability and quality workmanship of Mr. Farley and his teams.

Mr. Farley has 22 years of construction experience spanning both field and management positions. In 1993, Mr. Farley joined the EQR team as a laborer. He gained a broad experience base performing maintenance on and installing early stormwater management Best Management Practices (BMP). Over the years he has seen these early systems and facilities replaced with newer technologies and practices, giving him a unique perspective on the BMP processes. Those experiences have given him a strong technical background for ecological restoration and environmental construction projects.

Mr. Farley recognizes the operational challenges faced by counties and cities and works with them to ensure projects are completed on time and remain within budget. Mr. Farley has worked closely with regulatory staff and contract management personnel at all levels. He has served as a liaison between project owners and EQR project managers to ensure clients were satisfied with all aspects of a project. As Director, Mr. Farley continues to build and maintain his relationships with clients in local area jurisdictions. His long tenure with EQR, combined with his technical knowledge, makes Mr. Farley a pivotal figure in building EQR's reputation as one of the leading environmental construction companies on the east coast.

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### Relevant Project Experience

**Fairfax County, Virginia, Stormwater Management, Maintenance, and Reporting Services (MSMD)(2019 – present)** Since award of the contract in October 2019, Mr. Farley has served as the Project Manager for EQR. Managing work orders for over 500 facilities under two task areas, Mr. Farley has demonstrated the capacity to manage projects with multiple crews across Fairfax County. The task areas address routine and non-routine maintenance activities for bioretention facilities, vegetated swales and tree filter boxes (Filterrras and others). Seasonally appropriate maintenance activities occur year around, meaning each site visit entails a distinct set of performance goals, i.e. pruning, sediment removal, mulching, perennial cutback. Most significantly, the Contract requires documentation and reporting of site activities as they occur. Mr. Farley oversees the reporting and documentation using a database system that creates real time reports on the status of maintenance for each facility, including photo-documentation. The transparency of this program allows the County and EQR to simultaneously access the same information on work progress, helping ensure schedules are maintained and deadlines are met. The system also allows feedback from the County on completed work and facilitates rapid status reports on work completed and remaining. Additionally, the invoicing process is automated; monthly invoices are created based on approved work through the billing period. Entirely paperless, the program provides for non-routine maintenance items proposed by EQR and also for non-routine maintenance requests from the County. In recognition of successful performance on the contract to date, EQR has been tasked with non-routine maintenance on two additional facilities, distinct from the original assigned inventory of SWM facilities.

**Montgomery County, Repair and Maintenance of Aboveground Stormwater Management Facilities (2012 – present)** Since 2012, Mr. Farley has served as the Project Manager the multiple contracts awarded to EQR. Mr. Farley managed the growth of the original task orders to include more technically complex projects. The initial tasks were for trash and debris clean-ups, mowing and routine activities. With the supplemental task orders, the County added technically demanding tasks, such as riser/control structure repairs, sediment removal from channels requiring bypass pumping and media removal and replacement from bioretention facilities. Similarly, Mr. Farley successfully incorporated new scope of work Task Orders into the contract, expanding the original scope of work for routine and as-needed maintenance. Those additional task orders included dedicated staffing to Green Infrastructure and LID maintenance, Tree Inspections, and Stream Restoration Maintenance Task Orders, along with large pond dredge projects. He ensured each task order was staffed properly with technically experienced crews and specialized equipment when needed. During his time working on the contract, EQR expanded from two crews required to meet the initial work schedule to having seven crews. While seven crews address as-needed repair and retrofit work, two are dedicated to Green Infrastructure Maintenance.

**Baltimore County, Environmental Restoration, Unit Price On-Call Design Build B-437 (2011 – 2016)** – Mr. Farley was assigned to this project since EQR was first awarded the contract in 2007. The county used this contract to perform: stream restoration; shoreline repair and restoration; planting of riparian buffers, wetlands, and streambanks; non-native invasive species control in a variety of habitats including stream buffers, wetlands, stormwater management facilities and invasive species management. EQR typically had multiple projects active at any given time under this contract. Working as part of a team of design engineers and county technical experts, Mr.

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Farley provided constructability reviews for environmental projects ranging in size from \$20,000 to \$500,000. Stream restoration projects typically addressed the need to protect private or public property from erosion and excess bank loss. Shoreline projects created more stable bank conditions in tidal areas of the Chesapeake Bay. Mr. Farley worked with a team of estimators to submit construction estimates for these projects, managed subcontractors, and prepared required documents for monthly pay applications.

The County also used this contract to provide a rapid response component to the county DPW in emergency circumstances. Mr. Farley managed EQR's response to the County when sanitary sewer lines were compromised by stream flow. Crews assist DPW workers with stream bypass systems, allowing them to perform the required repairs in safe conditions, then implements field designed stream restoration work to reduce the likelihood of recurring damage.

**Baltimore County, Stormwater Facility Maintenance, Unit Price On-Call B-470 (2012 – 2017) –**

The County used this contract to maintain County owned SWM facilities, using EQR to perform work that is beyond the scope and ability of county staff. EQR performed maintenance, repair, and retrofit of the entire spectrum of SWM facilities, both above and below ground. Multiple sites were active simultaneously, and typical work included sediment removal from ponds and underground facilities, riser and control structure repair and retrofits, and outfall repairs and vegetation removal. This contract was also used for comprehensive facility conversion requiring new pre-cast and cast in place structures and dams with compacted clay cores. Project sizes range from \$5000 up to \$120,000. As the contract manager, Mr. Farley coordinated all field and administrative tasks.

**City of Baltimore Urgent Needs Environmental Restoration On-Call ER-4017** – EQR was first awarded this contract in 2009 to perform on-call construction services for the City. Overall contract value was \$534,000 with the majority of the work focusing on reducing impervious areas in residential/ light commercial zones. Pavement removal from abandoned lots, replacing pavement with bio-retention areas, curb extensions, rain gardens, and tree/boxes/filtrerra systems connected to the existing SWM facilities were featured. The work required operations on high use public streets, with extensive maintenance of traffic requirements, coordination with the City on public lighting issues, along with the use of cranes and heavy equipment in highly urbanized areas. Mr. Farley managed each project, from the estimate submission through close-out, keeping the work on schedule and under budget. The city also applied this contract to emergency stream restoration and stormwater facility maintenance projects.

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Work Experience

***Environmental Quality Resources, LLC***

Gambrills, MD

Director of Ecological Services	2015 - Present
Sales Manager	2007 - 2015
Site Supervisor	1999 - 2007
Layout Foreman	1994 – 1999
Laborer	1993 - 1994

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## Allison Valenzia

*Ecological Services Project Manager*

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### Education

**Anne Arundel Community College**

Arnold, MD

Academic concentration in landscape architecture

**Years of Experience Overall: 14**

**Years of Experience at EQR: 14**

### Professional Associations & Certificates

- ISA Certified Arborist MA-6041A
- Maryland Licensed Tree Expert 002320
- Maryland Nursery Landscape and Greenhouse Association
- Virginia Nursery & Landscape Association
- International Society of Arboriculture
- Mid-Atlantic Chapter, International Society of Arboriculture

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### Overview

Ms. Valenzia serves as an Ecological Services Project Manager at EQR. Ms. Valenzia's duties include but are not limited to: serving as the primary point of contact for large and small-scale reforestation, riparian and aquatic planting projects; pricing projects; purchasing materials; scheduling deliveries and crews; coordinating with our wholly owned plant nursery subsidiary; and creating and implementing IPM and maintenance programs for forest conservation, stream restoration and aquatic planting sites.

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### Relevant Project Experience

**Clarksburg Village Phases I & II (2009-Present)** – Clarksburg Village is a large-scale reforestation, NNI and forest conservation project located in Montgomery County MD. This project covers 20+ acres that constantly require invasive species suppression, herbivore damage monitoring and control, and general maintenance. The project site was separated into over 29 parcels, each with distinct maintenance periods and inspection dates.

**Greenway Village (2009-Present)** – Greenway Village is a large-scale reforestation, NNI and forest conservation project located in Montgomery County, MD. This project covers 23+ acres of non-contiguous planting area comprised of 42 separate planting areas. Phased over time, the plantings were subject to regulatory inspection and monitoring for up to seven years. Given the proximity of the sites to natural areas, the plantings were subject to vegetative competition from non-native invasive species as well as herbivore damage. EQR adhered to a strict maintenance program to ensure planting success as well as NNI suppression. Additionally, EQR worked with the client to negotiate long term maintenance rates to perform a variety of routine maintenance tasks for a set rate, but which also allowed for a timely response to as-needed site work, such as unanticipated invasive species introduction.

**Baltimore County BUPRR 770 and BUPUR 803 Reforestation Contracts (2014-2021)** – Unit priced contracts under which tasks of varying scopes and sizes are performed, including suppression of invasive species, planting and maintenance of native plant species in forest, stream, wetland and park areas. To address the

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needs at the variety of sites on the contract, plantings range from 1 gallon containers up to 2" caliper ball and burlap trees. The sites also include County owned property at schools with restrictions on herbicide use. Since being awarded the contract, 27 separate sites have been planted and maintained. Site visit schedules vary by site and maintenance period durations are from one to five years. The agency having jurisdiction over the work has recommended EQR be awarded the successor contract for rural reforestation.

**MSA Critical Area Mitigation Planting & Maintenance (2018-Present)** – This is a multi-location critical area mitigation planting project in response to development at Martin State Airport, Baltimore Maryland. The project required on site planting at the airport of 1.93 acres, and an additional 2.75 acres on private property in Freeland, MD. This project featured the installation of over 2600 plants (1556 tubelings and 1100 ¾" trees). Furthermore, a rigorous schedule of site maintenance and monitoring was required. Site inspections included documenting planting success, presence of non-native invasive species, and general site conditions. Maintenance activities are either regularly scheduled, such as watering and deer protection cage repair, or conducted as-needed as is the case for non-native invasive plant suppression. Weekly monitoring reports record planting success, plant nutrient needs and watering rates.

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### Work Experience

***Environmental Quality Resources, LLC***

Gambrills, MD

Ecological Services Project Manager

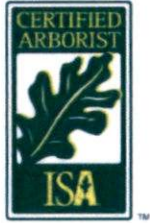
2015 – present

Ecological Services Purchasing Manager/Nursery

Manager/Project Estimator

2009 – 2015

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# The International Society of Arboriculture

Hereby Announces That

*Allison Valenzia*

Has Earned the Credential

## ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

  
Cathlyn Pollihan  
CEO & Executive Director

28 March 2018

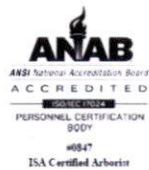
30 June 2024

MA-6041A

Issue Date

Expiration Date

Certification Number





STATE OF MARYLAND  
DEPARTMENT OF NATURAL RESOURCES  
FOREST SERVICE



**Certificate of Registration**  
**as a**  
**Licensed Tree Expert**

This is to certify that

**Allison Marie Valenzia**

**ENVIRONMENTAL QUALITY RESOURCES, LLC**

**1 Churchview Road**

**Millersville, MD 21108**

having met the requirements in the Maryland Code is hereby licensed and qualified to practice  
as a tree expert and to engage in the business of the treatment and care of trees in the state of  
Maryland.

License **002320**

Issued this **Ninth** day of **January 2023**

This license expires December 31, **2024** and is renewable yearly thereafter upon payment of  
the proper fee, or revoked by the Department for non-compliance with the terms of the Tree  
Expert Law.

Kenneth Jolly  
Director/State Forester



**William Addison**  
*Landscape Superintendent*

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Education

**Anne Arundel Community College**  
Arnold, Maryland  
Associates Degree in  
Horticulture, 2009

**Years of Experience Overall:** 14  
**Years of Experience at EQR:** 4

Professional Associations & Certificates

- Maryland Pesticide Applicator Certification (24386-67820)
- EQR Safety Program - Safety & Job Site Security Training

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Overview

As EQR's Landscape Restoration Supervisor, Mr. Addison is the primary conduit of information between EQR project management and the field staff. He is also responsible for ensuring strong lines of communication between EQR and clients, designers, subcontractors and suppliers involved in restoration projects. He ensures that projects progress efficiently and to specifications, along with managing all restoration landscaping and support activities. Mr. Addison relies on his field and supervisory experience to bring an adaptive approach to problem solving. He assigns crew resources and equipment to meet project needs, monitors for environmental sensitivity, and addresses customer concerns.

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Relevant Project Experience (Dollar values refer to landscape component of projects.)

**Flatlick Branch** (2020) \$136,000 EQR was contracted to restore over 3000 linear feet of stream channel by Fairfax County. The restoration planting included streambank bioengineering, floodplain, and upland slopes. Mr. Addison was responsible for supervising the vegetative restoration of the site as well as maintaining refrigerated trailers to keep dormant bioengineering material viable. He supervised the installation of 5000 one gallon containers, 7500 live stakes and 3000 bare root plants. In response to shifts in the work schedule, Mr. Addison coordinated the hiring and supervision of a sub-contractor to hasten the installation of dormant plant stock to ensure planting deadlines were met.

**Rosaryville** (2020) \$924,000 – This project with The Maryland State Highway Administration, (MDSH), consists of approximately 12000 linear feet of stream restoration to Charles Branch and tributaries in Prince Georges County, MD . Vegetative restoration was performed along all of the stream channels, as well as the floodplain and riparian buffers. Mr. Addison supervised multiple crews on this site to help ensure same day stabilization of disturbed areas, a contract requirement. Plantings included 14,000 tubelings, 3000 3 gallon container shrubs, 2700 5 gallon container trees, 6250 live stakes, and 5175 linear feet of live fence, a bioengineering technique using 6 ft tall bundles of dormant material planted in trenches perpendicular to the flow during out of bank events. In addition, he coordinated the efforts of heavy equipment crews with the live fence planting effort as the use of hydraulic excavators was necessary to follow required methods for the

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installation. Mr. Addison supervised the phasing of material delivery and staging throughout the site to ensure uninterrupted progress at each of the distinct work areas.

**Indian Run Stream Restoration** (2019) \$193,000 Mr. Addison served as the supervisor for the planting on this stream restoration project for Fairfax County, VA. Set in a highly urbanized location, this 2000 LF stream restoration project incorporated an aggressive invasive species management effort before planting, as well as a dedicated follow-up program during and after installation. Vegetative Restoration included 3500 tubelings, 675 live stakes, 3300 one gallon containers and 250 1" caliper container trees. In addition, in recognition of the high degree of herbivore pressure from deer, Mr. Addison supervised the installation of special deer exclusion planting areas. This is a planting approach featuring relatively small planting areas with dense on center installation, protected by a welded wire fence enclosure. These enclosures are scattered throughout the site with the goal minimizing comprehensive losses from herbivore damage to the entire site. To promote greater productivity, Mr. Addison ensured plant and landscape materials were delivered and staged to multiple access points, minimizing the time required to move materials across the site.

**Gramies Run Stream Restoration** (2020) \$405,000 This project with The Maryland State Highway Administration (MDSHA) consists of approximately 5470 linear feet of stream restoration to the mainstem of Gramies Run and its' unnamed tributaries in Cecil County, MD. Vegetative Restoration was performed for streambanks, floodplains and riparian buffers. Planting consists of 5200 container trees and shrubs, 162 1.5" caliper BB trees, and over 11,000 tubelings. After plant installation, beaver activity began to damage the plantings adjacent to the stream channel. Mr. Addison recommended the immediate installation of tree protection to reduce additional losses in the areas of greatest beaver activity. He was also responsible for setting up a remote irrigation system to maintain plants in the staging area.

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## Work Experience

### ***Environmental Quality Resources, LLC***

Gambrills, MD

Landscape Superintendent

2019 – Present

### ***Exterior Image Landscaping -General Manager***

Lothian, Maryland

General Manager

2018 – 2019

### ***Addison Landscaping***

Upper Marlboro, Maryland

President/Owner Operator

2014 – 2018

### ***Green Landing Nursery***

Upper Marlboro, Maryland

Account Manager

2009 – 2014



## Tanya Bhandari

*Ecological Services Foreperson*

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### Education

**University of Maryland, Baltimore County**  
Baltimore, Maryland  
B.S. in Biology, 2016

**Years of Experience Overall:** 6

**Years of Experience at EQR:** 4

### Professional Associations & Certificates

- Maryland Licensed Tree Expert, Maryland Department of Natural Resources, License Certificate # 001985
- ISA Certified Arborist, International Society of Arboriculture, Cert. MA-5853A, Expires 12/31/2025
- MDA Certified Pesticide Applicator (2 Forest, 3A Ornamental Plants Exterior, 5 Aquatic, 6 Right of Way), Expires 6/30/2024
- VA Certified Pesticide Applicator, #152232-C
- Certified CPR and First Aid

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### Overview

Mrs. Bhandari serves as an Invasive Species Supervisor. Mrs. Bhandari's duties include scheduling, preparing and managing crews for large and small-scale reforestation, riparian and aquatic planting. She also manages crews executing multi-year maintenance plans for forest conservation, stream restoration and aquatic planting sites. Other duties include IPM scouting and subsequent treatment. She is one of the lead invasive species supervisors at EQR, responsible for integrated vegetation management programs at more than 20 active restoration sites.

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### Relevant Project Experience

**Integrated Vegetation Management, \$278,828** (2019 – 2024) – Mrs. Bhandari is the primary crew leader for this contract with the City of Baltimore. Contract scope entails managing NNI in multiple city sites encompassing over 100 acres. Aspects of work include developing non-native invasive species treatment plans and performing related control. EQR tracks and documents site work using a GPS system that is integrated into the City's Natural Resources Inventory System. EQR's site work is immediately uploaded to the City System, reporting on control activities as well as species encountered. The contract has Mrs. Bhandari's crew working across large areas of City Park land, while traversing a variety of habitat types, upland forests, riparian buffers and meadows. Each habitat type features different NNI target species, each requiring differing Integrated Pest Management response. The work is coordinated with the client to ensure the City can notify local communities of EQR's scheduled site work.

**Paul Spring at Hollin Hills Stream Restoration \$72,174** (NNI value) (2022) -- Mrs. Bhandari led efforts to control existing non-native invasive plants within the site, prevent non-native invasive plants from reestablishing themselves during and after the construction, and maximize potential for the existing and proposed native plants to become established. Mrs. Bhandari ensured that harm to existing desirable

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vegetation was avoided during NNI control activities. She also prepared the required Non-Native Invasive Plant Management plan prior to execution of the work, including identification of all chemical controls and dyes to be used. Signs were posted to notify onsite personnel, adjacent property owners and any members of the public in the area of the application.

**Cameron Run \$8,029** (NNI value) (2022) – Mrs. Bhandari was responsible for the chemical control of non-native invasive species at this stream restoration site. The project was performed as a task order under EQR's Fairfax County, Virginia, Annual Contract for Stream Restoration and Water Quality Improvements.

**Peyton Run at Longwood Knolls \$8,718** (NNI value) (2022) – Mrs. Bhandari was responsible for the non-native invasive plant management at this stream restoration site, including preparation of the plan for NNI management and oversight of all onsite NNI activities. Mrs. Bhandari ensured that all work was performed safely and resulted in effective NNI control.

**Old Courthouse Planting and NNI \$6,516** (Planting and NNI value) (2021) – Mrs. Bhandari supervised the NNI activities for this task order under EQR's Stormwater Management, Maintenance and Reporting contract with Fairfax County, Virginia.

**Martin State Airport Mitigation Site Management, \$319,619** (2019 - Present) – Mrs. Bhandari has been an integral part of the long-term maintenance and monitoring program for the two mitigation sites installed by EQR in the Fall of 2018. Mrs. Bhandari performs monitoring of the sites, inspecting for plant health, plant count success rates and overall site compliance. This is a remote site, with much of the site only accessible by foot. The project also requires maintenance of the planting to reduce competitive growth from native and non-native plants; regularly scheduled watering visits are also required.

While with EQR, she has performed plant inspections at mitigation sites for private clients and public agencies, reporting on plant success rates, plant health, and site conditions affecting according to pre-set monitoring protocols.

**PDE, LLC** (2017 - 2019) – Mrs. Bhandari was responsible for leading a crew performing landscape maintenance at multiple locations throughout the Baltimore Washington Area. Ms. Bhandari used her expertise in landscape management to diagnose and correct problems with plants associated with disease, storm damage, or improper site conditions. She directed crews to take corrective actions to ensure plants and landscapes conformed to rigid aesthetic standards.

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### Work Experience

#### ***Environmental Quality Resources, LLC***

Gambrills, Maryland

Ecological Services Foreperson

2019 – Present

#### ***PDE, LLC***

Annapolis, Maryland

Arborist

2017 – 2019



## The International Society of Arboriculture

Hereby Announces That

*Tanya Ivanova Phelps*

Has Earned the Credential

**ISA Certified Arborist ®**

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

*Carlynn Polihuan*

Carlynn Polihuan  
CEO & Executive Director

16 August 2016

Issue Date

31 December 2025

Expiration Date

MA-5853A

Certification Number





## Jhony Osorio

### *Ecological Restoration Foreperson*

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#### Experience

**Years of Experience Overall:** 12

**Years of Experience at EQR:** 12

#### Certifications

- Equipment Training: skid steer; off-road vehicle; fork lift; mini-excavator
- ATSSA Flagger (Expiry 12/2024)
- Temporary Traffic Control Manager (Expiry 5/2027)
- OSHA 10 Hour Training

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#### Overview

Mr. Osorio is well versed in environmental restoration projects, including planting projects in urban, suburban and rural locations. He has many years of hands-on experience with wetland, stream, shoreline, reforestation and green infrastructure planting. His experience encompasses a wide range of plant species and material types, such as plugs, containers and B&B. He is also competent to lead invasive species management work utilizing both mechanical and chemical control. As an Ecological Services Division Foreperson, Mr. Osorio supervises crews of up to six members.

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#### Relevant Project Experience

**WSSC Sanitary Line Repairs** (2014 – present)– Mr. Osorio supervises crews performing vegetative restoration on multiple task orders for WSSC Sanitary Line Repairs. The work includes bank stabilization (matting, live stakes, bio-logs), planting, (herbaceous plugs, bare root, container plants and B&B material), along with seeding and same day stabilization. Mr. Osorio has completed work on 33 such task orders throughout Montgomery and Prince George’s Counties, MD.

**Baltimore County, MD B-770 Rural & B-803 Urban Reforestation** (2014 – 2021)– Mr. Osorio supervised crews executing reforestation projects throughout the county. Services included preparation of planting plans, inventorying plants, furnishing and planting trees (including any necessary site preparation, such as weed control), tree protection and maintenance services. Installation occurred at a variety of sites including County owned property (e.g., public schools and community centers), HOA open spaces, and private property in rural areas. Thousands of 2 and 3 gallon trees & shrubs have been installed over the life of these two contracts.

**Four Mile Run Mitigation** (2017)– Mr. Osorio supervised the stabilization and vegetative restoration of a 4 acre emergent wetland in Arlington, VA. Working in the tidal zone of the Potomac River, he coordinated multiple deliveries to coincide with appropriate tide conditions to ensure plants were installed to appropriate hydrophytic regimes, and that all plants were maintained in wet box conditions until installed. The project required installation in excess of 22,000 plugs, along with 3 acres of permanent seeding. Mr. Osorio and his

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crew were also responsible for installation and maintenance of goose fence over the newly installed wetland, performing bi-weekly maintenance and completing status reports for the client.

**Clarksburg Village Reforestation** (2009 – present) – Mr. Osorio serves as foreperson on a multi-year reforestation project for a private client in Montgomery County, MD. He is responsible for site prep, installation and maintenance on the project. The work requires coordinating with the on-site client representative as well as local Parks Commission Inspectors. The work scope includes site preparation, such as invasive species management by physical removal and herbicide applications, installation of 1 ¾" cal. trees, tree protector installation, and protective signs as well as long term maintenance. The work is phased across 40 distinct parcels, each with a unique plant schedule, sizes and species. To date, more than 3900 trees and shrubs have been installed, and 23 of the parcels have been approved by inspectors.

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### Work Experience

#### ***Environmental Quality Resources, L.L.C.***

Gambrills, MD

Ecological Restoration Foreperson

2013 -- Present

Laborer

2011 – 2013

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## Clayton Lechlitner

### *Ecological Services Foreperson*

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#### Education

##### **West Virginia University**

Morgantown, WV

B.S., Forest Resource Management, 2018

**Years of Experience Overall:** 5.5

**Years of Experience at EQR:** 1.5

#### Trainings & Certifications

- Heavy Equipment Awareness
- MD Pesticide Applicator (24386-98944), expires 6/30/2024
- VA Pesticide Applicator (163088 - C ), expires 6/30/2025
- ISA Arborist
- MD Licensed Tree Expert

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#### Overview

As an Ecological Services Foreperson, Mr. Lechlitner oversees crews performing non-native invasive species control in a variety of environmentally sensitive settings, such as riparian and wooded areas, and open areas. He is responsible for onsite safety, including hazard identification and control, proper signage for herbicide application areas, compliance with company HazComm and applicable regulatory requirements, and conducting tool box talks on various safety topics. He also helps to ensure conforming, timely, thorough completion of work.

Prior to his work with EQR, Mr. Lechlitner held positions affording directly relevant experience for his present role.

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#### Select Project Experience

**Integrated Vegetation Management, \$278,828** (2019 – present) – Mr. Lechlitner performs non-native invasive species control for this contract with the City of Baltimore. Contract scope is presently composed of five release orders, managing NNI in multiple city sites encompassing over 100 acres. He assists in tracking and documenting site work using a GPS system that is integrated into the City's Natural Resources Inventory System. EQR's site work is immediately uploaded to the City System, reporting on control activities as well as species encountered. The contract spans large areas of City Park land, and crews work in a variety of habitat types, such as upland forests, riparian buffers and meadows. Each habitat type features different NNI target species, each requiring differing Integrated Pest Management response. The work is coordinated with the client to ensure the City can notify local communities of EQR's scheduled site work.

**Harford County On-Call Landscaping \$209,000** (Task Orders value to date) (2022 – present) – Mr. Lechlitner provides non-native invasive species control for this contract with Harford County, Maryland. The contract scope encompasses planting as well as NNI treatment projects.

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**Cameron Run \$8,029** (NNI value) (2022) – Mr. Lechlitner performed non-native invasive species control at this stream restoration site. The project was performed as a task order under EQR's Fairfax County, Virginia, Annual Contract for Stream Restoration and Water Quality Improvements.

**Peyton Run at Longwood Knolls \$8,718** (NNI value) (2022) – Mr. Lechlitner performed non-native invasive control at this stream restoration site.

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### Work Experience

#### ***Environmental Quality Resources, L.L.C.***

Gambrills, MD

Invasive Species Foreperson, 2022 – present

#### ***Davey Tree Expert Company MD VA DC***

Baltimore, MD

Plant Healthcare Tech and Groundsman, September 2021 to 2022

Duties included: Plant ID, Pesticide Application, Tree crew ground work, Tree Planting

#### ***Bartlett Tree Experts***

Groundsman, April 2021 to July 2021

Tree ground work

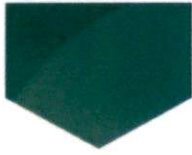
#### ***Greenway Horticultural Group***

Morgantown, WV

Groundsman, January 2018 to June 2019

Duties included: Tree Maintenance, Herbicide Application, Landscape Feature Installation

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# The International Society of Arboriculture

Hereby Announces That

*Clayton Lechlitner*

Has Earned the Credential

**ISA Certified Arborist ®**

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

  
Caitlyn Pollihan  
CEO & Executive Director

10 July 2020

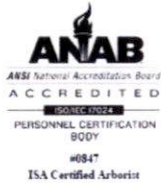
31 December 2026

MA-6300A

Issue Date

Expiration Date

Certification Number



VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**PESTICIDE APPLICATOR**

**Expires**

6/30/2025

**CERTIFICATE**

COMMERCIAL

**Certificate Number**

163088 - C

FOR BL# 6495

CLAYTON L LECHLITNER

ENVIRONMENTAL QUALITY RESOURCES LLC

8115 SANTA FE DR

SEVERN MD 21144



Liza Fleeson Trossbach

Authorized Representative

(Fold Here)

**VALID ONLY FOR CATEGORIES LISTED**

3-A	ORNAMENTAL CONTROL	6/30/2025
5-A	AQUATIC PEST CONTROL-GENERAL	6/30/2025
6	RIGHT-OF-WAY PEST CONTROL	6/30/2025



## Grace Mayer

### Restoration Production Associate

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#### Education

##### **James Madison University**

Harrisonburg, VA

BA, Geographic Science, 2020

(concentration in Applied Geographic Information Systems)

**Years of Experience Overall:** 1.5

**Years of Experience at EQR:** .5

#### Certifications & Training

- MDE E&S Certification (Green)
- VA Pesticide Applicator Certificate (Registered Tech)

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#### Overview

Ms. Mayer's duties and responsibilities include administration of the EQR ArcGIS licenses, field work pertaining to GPS data collection and layout, and compiling detailed reports for projects. Completing the project reports includes creating map layouts on ArcGIS Pro to visualize data collected in the field. Her duties also include performing non-native species identification and control, conducting all work in a safe manner, following all project specifications and applicable company procedures, and documenting work completed. Ms. Mayer has trained employees on the use of ArcGIS Field Maps, ArcGIS Pro, and ArcGIS Online for purposes of data collection and visualization.

Due to Ms. Mayer's prior work and her quick study ability, she has rapidly become an asset in our Ecological Services Division.

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#### Select Project Experience

**Integrated Vegetation Management** (Ongoing) \$1,330,500 – The Integrated Vegetation Management contract involves performing invasive species control for the City of Baltimore. Specific responsibilities for Ms. Mayer include participating in site walks, marking locations identified for treatment using GIS, sharing GIS data with the client, and creating a mobile project map for use in ArcGIS Field Maps noting access and safety information for field workers to view while on site. Ms. Mayer is also involved in the field work for this contract, performing invasive species control, providing on-site training and information on project-specific usage of the GIS software, and collecting GPS data for current and future treatments.

**Popes Head Tributary at Havenner Road Stream Restoration** (Ongoing) \$3,460,865 (value includes stream restoration work) – Ms. Mayer was involved in the Popes Head Tributary project for Fairfax County during the landscaping phase. Responsibilities included creating GIS features for individual planting areas, both for use in calculating spacing of material and to provide field crews with easily identifiable sections of work. The features displayed the numbers and spacing of each plant material type calculated, broken into smaller

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sections to allow the field crews to move material more efficiently into the areas of install. Ms. Mayer created a mobile map for the project after georeferencing the plans and including the planting area features, and included layers editable by field workers in order to keep track of when and where work is being completed.

**Wroxeter Estates** (Ongoing) \$222,477 – The Wroxeter project involved an afforestation effort for Reliable Real Estate Services, LLC. The work entailed planting of 1.5 – 2” caliper trees and 2 – 3 gallon shrubs (a total of ~1600 plants) and bamboo control. Ms. Mayer collected GPS data on-site to create an accurate georeferenced image of the plans within EQR’s GIS system. After georeferencing the plans, Ms. Mayer worked on layout for the project marking the boundaries of the planting zones and flagging individual planting locations using GIS data. She calculated the spacing for the plant material using the GIS data, determined how much plant material would fit in the specified areas due to existing vegetation, and mapped additional areas where the remaining plants could be installed.

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### Work Experience

#### ***Environmental Quality Resources, LLC***

Gambrills, MD

Restoration Production Associate

2023 – Present



#### ***Chesapeake Bay Trust/American Chestnut Land Trust***

Prince Frederick, MD

Chesapeake Conservation Corps Member/Stewardship Coordinator

2022 – 2023

- Worked on land management projects, including invasive species removal, tree planting, conservation easement monitoring, meadow planting and management, and sustainable trail building.
  - Coordinated and managed volunteers to accomplish the land management projects.
  - Used databases to track financial progress on grant-funded projects and to analyze water quality and forest health data.
  - Successfully applied for grants, utilizing the NCRS Environmental Quality Incentive Program and Conservation Stewardship Program, and the US Fish and Wildlife Partners for Wildlife program to fund restoration projects.
  - Used GIS to map the spread of invasive plant species and prioritize control efforts.
-

<b>VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES</b> P O BOX 1163, RICHMOND VA 23218-1163			
<b>PESTICIDE APPLICATOR CERTIFICATE</b>			
<b>Issued</b> 12/30/2023	<b>REGISTERED TECH</b> <b>FOR BL#</b> 6495	<b>Fee Paid</b> 50	<b>Certificate Number</b> 168722 - T
<b>Expires</b> 6/30/2025			
Issued in accordance with application duly executed by the person shown below who has agreed to comply with all applicable laws, rules and regulations			
<b>GRACE Y MAYER</b> ENVIRONMENTAL QUALITY RESOURCES LLC 59 HARRY S TRUMAN DR, APT 31 UPPER MARLBORO, MD 20774			
<u>Joseph Guthrie</u> Commissioner			<u>Liza Fleeson Trossbach</u> Authorized Representative

Additional pesticide applicator and registered tech certificates for other employees who may work on the contract follow this page.



## Gary Hall

*Ecological Services Estimator*

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### Education

**George Mason University**

Fairfax, VA

BA, Conflict Analysis & Resolution, 2008

**Montgomery College**

Gaithersburg, MD

Environmental Horticulture & Sustainable

Agribusiness Certificate

**Years of Experience Overall:** 10

**Years of Experience at EQR:** 2.5

### Professional Associations & Certifications

- Chesapeake Bay Landscape Professional

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### Overview

As an Ecological Services Estimator, Mr. Hall serves as a primary point of contact in EQR's ecological restoration business development. He researches new project opportunities for which EQR can provide its comprehensive array of services. He closely reviews ITBs and RFP's to fully understand the project demands and client needs. He then develops project proposals, including detailed budgets and pricing. He is a primary liaison for new clients seeking services, conducting outreach and site visits to ensure that EQR's offerings align with client interest. He is known for his exceptional listening and customer service skills, which are grounded in his prior experience as a small business owner and background in conflict resolution. Mr. Hall is a native plant enthusiast and enjoys helping customers revive their project spaces in line with the local environment.

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### Select Project Experience

**Invasive Plant Species Management** (Awarded 2024) \$197,000 -- Howard County, MD selected EQR to perform invasive species control within seven public park, meadow and forested settings within the county. NNI services requested include selective cut-stump, foliar, and bamboo removal treatments. The contract term is 1 year with the option to renew annually over four additional years. Mr. Hall prepared the proposal for the contract.

**Landscape Installation & Establishment in Kent, Queen Anne's & Talbot Counties** (Awarded 2023) \$298,000 -- Maryland State Highway Administration awarded a contract to EQR to install and maintain trees, shrubs and herbaceous plants at four SHA Right of Way locations on the Eastern Shore, MD. EQR conducts traffic control and provides a 1 year warranty on all plants installed. Mr. Hall prepared the pricing for the project.

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## Work Experience

### ***Environmental Quality Resources, LLC***

Gambrills, MD

Estimator, Assistant Project Manager

2021 – Present

### ***FRESHFARM***

Washington, D.C.

Farmer & Producer Engagement Manager

2019 – 2021

### ***Brassicas Market & Cafe***

Aldie, VA

Owner Operator

2014-2018

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VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
P O BOX 1163, RICHMOND VA 23218-1163

PESTICIDE APPLICATOR CERTIFICATE

<b>Issued</b>	REGISTERED TECH	Fee Paid	Certificate Number
7/7/2023	FOR BL# 6495	50.00	166019 - T
<b>Expires</b>			
6/30/2025			



Issued in accordance with application duly executed by the person shown below who has agreed to comply with all applicable laws, rules and regulations

JEREMY STEVENS  
ENVIRONMENTAL QUALITY RESOURCES LLC  
1 CHURCHVIEW RD,  
MILLERSVILLE, MD 21108



Joseph Guthrie  
Commissioner

Liza Fleeson Trossbach  
Authorized Representative

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
P O BOX 1163, RICHMOND VA 23218-1163

PESTICIDE APPLICATOR CERTIFICATE

<b>Issued</b>	REGISTERED TECH	Fee Paid	Certificate Number
10/7/2023	FOR BL# 6495	50	165888 - T
<b>Expires</b> 6/30/2025			



Issued in accordance with application duly executed by the person shown below who has agreed to comply with all applicable laws, rules and regulations

TAYLOR WILSON  
ENVIRONMENTAL QUALITY RESOURCES LLC  
1 CHURCHVIEW RD,  
MILLERSVILLE, MD 21108



Joseph Guthrie  
Commissioner

Liza Fleeson Trossbach  
Authorized Representative

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
P O BOX 1163, RICHMOND VA 23218-1163

PESTICIDE APPLICATOR CERTIFICATE

<b>Issued</b>	REGISTERED TECH	Fee Paid	Certificate Number
2/10/2023	FOR BL# 6495		153518 - T
<b>Expires</b> 6/30/2024			



Issued in accordance with application duly executed by the person shown below who has agreed to comply with all applicable laws, rules and regulations

JOSHUA SMITH  
ENVIRONMENTAL QUALITY RESOURCES LLC  
1 CHURCHVIEW RD  
MILLERSVILLE MD 21108






Joseph Guthrie  
Commissioner

Liza Fleeson Trossbach  
Authorized Representative

CERT NO	NAME	CLASS	EXPIRE DATE	CATEGORIES
152232	BHANDARI, TANYA	C- Commercial	6/30/2025 0:00	3-A ORNAMENTAL CONTROL (06/30/25) 6 RIGHT-OF-WAY PEST CONTROL (06/30/25)
153518	SMITH, JOSHUA	T-Registered Technician	6/30/2024 0:00	60 REGISTERED TECHNICIAN (06/30/24)
154398	REYES, MARK	T-Registered Technician	6/30/2024 0:00	60 REGISTERED TECHNICIAN (06/30/24)
160335	ADDISON, WILLIAM	C- Commercial	6/30/2025 0:00	3-A ORNAMENTAL CONTROL (06/30/25) 3-B TURF PEST CONTROL (06/30/25)
163088	LECHLITNER, CLAYTON	C- Commercial	6/30/2025 0:00	6 RIGHT-OF-WAY PEST CONTROL (06/30/25) 3-A ORNAMENTAL CONTROL (06/30/25) 5-A AQUATIC PEST CONTROL-GENERAL (06/30/25)
163106	MARCONI, ANTHONY	C- Commercial	6/30/2025 0:00	3-A ORNAMENTAL CONTROL (06/30/25) 3-B TURF PEST CONTROL (06/30/25)
165888	WILSON, TAYLOR	T-Registered Technician	6/30/2025 0:00	60 REGISTERED TECHNICIAN (06/30/25)
166019	STEVENS, JEREMY	T-Registered Technician	6/30/2025 0:00	60 REGISTERED TECHNICIAN (06/30/25)
166646	MULVANITY, PATRICK	T-Registered Technician	6/30/2025 0:00	60 REGISTERED TECHNICIAN (06/30/25)
166796	SMITH, KATHERINE	T-Registered Technician	6/30/2025 0:00	60 REGISTERED TECHNICIAN (06/30/25)
166797	BETANCOURT COUGHENOUR, DANTE	T-Registered Technician	6/30/2025 0:00	60 REGISTERED TECHNICIAN (06/30/25)
168722	MAYER, GRACE	T-Registered Technician	6/30/2025 0:00	60 REGISTERED TECHNICIAN (06/30/25)

## Company Licenses

Relevant company licenses are shown below.

<b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	
<b>EXPIRES ON</b> 12-31-2025	<b>NUMBER</b> 2705066565
<b>BOARD FOR CONTRACTORS</b> <b>CLASS A CONTRACTOR</b> <b>*CLASSIFICATIONS* H/H LSC</b>	
	<b>ENVIRONMENTAL QUALITY RESOURCES LLC</b> 2391 BRANDERMILL BLVD SUITE 301 GAMBRILLS, MD 21054
  Katherine S. Thota, Director	
Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a>	

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

**COMMONWEALTH of VIRGINIA**  
Department of Professional and Occupational Regulation

**CLASS A BOARD FOR CONTRACTORS**  
**CONTRACTOR**

**\*CLASSIFICATIONS\* H/H LSC**  
**NUMBER: 2705066565 EXPIRES: 12-31-2025**

**ENVIRONMENTAL QUALITY RESOURCES LLC**  
2391 BRANDERMILL BLVD  
SUITE 301  
GAMBRILLS, MD 21054



Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

## VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OFFICE OF PESTICIDE SERVICES

P O BOX 1163, RICHMOND VA 23218-1163

INVALID IF INSURANCE AND/OR CERTIFICATE OF DESIGNATED APPLICATOR  
LAPSE BEFORE EXPIRATION DATE

### PESTICIDE BUSINESS LICENSE



**Issued**  
3/22/2023

**Expires**  
3/31/2024



**License No.**  
6495

**Fee Paid**  
\$150

Issued in accordance with application duly executed by the business shown below which has agreed to comply with all applicable laws, rules and regulations and has paid the required fee.

#### Mailing Address

ENVIRONMENTAL QUALITY RESOURCES LLC  
1 CHURCHVIEW RD  
MILLERSVILLE, MD 21108

#### Business Location

ENVIRONMENTAL QUALITY RESOURCES LLC  
1 CHURCHVIEW RD  
MILLERSVILLE, MD 21108

Joseph Guthrie  
Commissioner

Liza Fleeson Trossbach  
Authorized Representative

### Subcontractors and Subconsultants

*A list of potential sub-contractors or sub-consultants, if they are used for the hands-on labor component that might be utilized to meet the requirements outlined herein, including their area of expertise and qualifications.*

EQR intends to self-perform all work. However, in the event that Fauquier County may need services beyond the scope identified in the RFP that would require specialty contractors or consultants for services that EQR cannot provide, EQR would be able to engage other companies for such work. EQR has performed numerous projects requiring subcontractors or subconsultants during its 33 year history. We have worked with many well qualified companies over the years, and we are confident that we can meet any specialty service needs likely to arise under this contract.

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Tab 4:  
Offeror's Experience,  
Methodology and Approach  
(RFP §§5.3.3 and 3.1)

## Offeror's Experience with Multi-Year, Task Ordering Contracts

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Since the mid-1990's, EQR has performed work for various local and state agencies through unit priced, indefinite delivery, indefinite quantity (IDIQ) contracts for environmental services. A sampling of those contracts is as follows:

### Landscaping Related Scope:

- **Integrated Vegetation Management, Task Ordering Contract** (+\$291,000 to date, original award 2019 (all options exercised), successor contract award 2023)
- **Baltimore County (Maryland) B-770 Rural and B-803 Urban Reforestation Services, Task Ordering Contract** (combined value +\$347,000; multi-year contracts; awarded 2014; expired 2021 and 2020, respectively)
- **Harford County On-Call Landscaping Services, Task Ordering Contract** (+\$374,000 to date, awarded 2021, all options exercised to date)
- **Baltimore County (Maryland) Reforestation and Landscape Tree Maintenance Services, On-Call, Term Agreement** (multi-year contract, awarded 2023)

### Other Scope in Addition to Landscaping:

- **Stormwater Management, Maintenance and Reporting Services (MSMD), Task Ordering Contract** for Infrastructure Maintenance and Vegetation Management (+\$5,000,000 to date, multi-option year contract, awarded 2019, all options exercised to date)
- **Fairfax County (Virginia) Annual Contract for Stream Restoration and Water Quality Improvements** (multiple, multi-year contracts awarded: 2008, 2013, 2016, 2023)
  - More than 44 stream projects completed to date, many included a planting component
  - For the most recently completed contract alone, 57 environmental services task orders completed
- **Prince George's County (Maryland) Indefinite Quantity – Term Contract for Stream And Outfall Restoration Projects** (multi-year contract, awarded 2022)
  - 1 stream completed and 2 awarded; planting components included
- **Montgomery County (Maryland) Repair and Maintenance of Above Ground Stormwater Management Facilities** (multiple, multi-year contracts awarded: 2012, 2019, 2022)
  - Typically, 800 to 1,000 work orders completed per year
  - Under the 2019 contract, EQR has completed 3,240 work orders, representing \$8,100,000 in value
  - For the current (2022) contract through January 2024, EQR has completed 859 work orders, totaling \$3,044,257 in value
- **Baltimore County (Maryland) DEPRM B-470 Stormwater Management On-Call Services** (multi-year contract, awarded 2012)
  - 14 task orders valued at approximately \$600,000 completed
- **Baltimore County (Maryland) DEPRM B-437 On-Call Design-Build Environmental Restoration** (multi-year contract, awarded 2011)
  - 15 task orders (including 4 streams) completed, representing \$3,200,000 in value
- **City of Rockville (Maryland) Rider of Baltimore County B-437** (multi-year contract, awarded 2013)

- 297 task orders completed, valued at \$1,400,000
- Wide variety of work, including landscaping, stream restoration, SWM facility maintenance and repair

In each of the above expired contract examples, government agency owners elected to exercise all options and, in some instances, to extend beyond the final option.

EQR also holds and has held various contracts, as a prime contractor and a subcontractor, for WSSC projects. Those contracts include:

- IPR Northeast, LLC (EQR subcontract WSSC IDIQ Environmentally Sensitive Area (ESA) Sewer Main Repair, Replacement and Rehabilitation in Prince George's County, MD (multi-year contracts, awarded: 2013 (expired), 2021 (ongoing))
  - 24 ESA access path task orders completed, \$14,800,000 value
  - 14 stream task orders completed, \$10,800,000 value
- SAK (EQR subcontract WSSC IDIQ ESA Sewer Main Repair, Replacement and Rehabilitation in Prince George's County, MD (awarded 2013 (expired), 2022 (ongoing))
  - 10 ESA path task orders completed, \$7,700,000 value
  - 9 completed stream task orders, \$5,200,000 value
- AM Liner East (EQR Subcontract WSSC IDIQ ESA Sewer Main Repair, Replacement and Rehabilitation in Prince George's County, Maryland (awarded 2022 (ongoing))
  - 2 ESA path task orders (ongoing), approximate value \$4,600,000
- Cherry Hill Construction (EQR Subcontract WSSC IDIQ Sewer Rehabilitation, awarded 2015 (expired))
  - 5 stream restoration task orders completed, \$2,444,000 in value
- Layne Inliner (EQR Subcontract WSSC IDIQ Sewer Rehabilitation, awarded 2013 (expired))
  - 16 ESA path task orders completed, \$6,048,000 value
  - 17 stream restoration task orders completed, \$8,739,000 value
- Pleasant's Construction (EQR Subcontract WSSC IDIQ Sewer Rehabilitation, awarded 2015 (expired))
  - 2 ESA path task orders completed, \$399,000 value
  - 7 stream restoration task orders completed, \$986,000 value
- WSSC Stormwater Preventive Maintenance B-700 Rider (EQR prime contract 101198, awarded 2018, expired 2019)
  - 12 task orders, valued at \$169,000
- WSSC Repair and Maintenance of Above Ground SWM Facilities (EQR prime contract 124857, awarded March 2020, expired February 2023)
  - 87 work orders, totaling \$792,000 in value

Over the course of administering, managing and performing the work of those contracts, EQR has developed a well-honed system to ensure that each task order is promptly analyzed to be sure scope is understood, timely priced, appropriately resourced and executed in accord with all applicable requirements.

We believe that, tailored as needed to suit Fauquier County, a similar system could work very well for the objectives and tasks delineated in the County's RFP.

### ***Intake***

EQR will designate personnel to serve as intake points of contact (primary and backup). Upon receipt of a task order request, the EQR Program Manager will assign a specific number to each request, unless the County has already assigned a specific identifier to the request. EQR will assess requests and establish a preliminary scope of work using approved contract line items if the County has not already provided that information. Proposals will be presented to the County for approval and review. As the first task orders are initiated, it may be preferable to conduct site visits with representatives from the County prior to preparation and submission of the task order proposal. That could help to ensure that all stakeholders have a clear understanding of the scope of work and project expectations are incorporated into the proposal. Subsequent, similar task order requests for proposals may not require joint site visits.

Once contractor questions have been answered, and proposals approved, EQR's Program Manager will assign resources, crew and equipment to perform tasks. EQR staff assigned to any task order will have the requisite training, experience and/or certifications to perform the approved task orders.

### ***Execution***

Following scheduling and resource assignment, the Program Manager will ensure that the assigned crew understands the scope and schedule, and appropriate materials, equipment and tools will be gathered.

EQR understands that landscape areas are subject to dynamic forces from storm events, predation and other causes and, therefore, may exhibit changes in condition over time. These changes may warrant services in addition to those scoped in the relevant task order. If those changes are apparent during routine maintenance site visits, EQR suggests having a procedure in place to address the needed additional work while crews are on site, rather than needing to return to the site at a later date. For example, under our MUP contract, whenever an EQR crew identifies a deficiency needing repair while performing routine work, the County is immediately notified, and remedial actions are suggested to the County. Photographs are frequently included to help illustrate the issues. The County then has the opportunity to immediately authorize work or decline to expand scope at their discretion. A timely response process helps minimize cost increases associated with allowing site conditions to deteriorate.

### ***Closeout***

In our current practice, photo documentation is part of the daily process for all work orders. Crew Leaders are responsible for taking pictures before and after work is done. When work order invoices are sent, the photos are part of the submission which also includes a report of field measurements of site work, and quantities of staff and equipment hours used to complete the work.

Invoicing will follow all contractual requirements.

### ***Warranty***

EQR recognizes the one-year warranty requirement for the work. EQR will endeavor to perform all work in a manner that lessens the likelihood of warranty work being needed. However, in the event that such work is necessary, EQR will promptly respond to address any deficiencies.

## Experience with the RFP's Landscape and Horticultural Services Scope

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RFP § 3.1 Potential Scope of Services: Offerors shall briefly confirm, within their proposal response, their experience in tasks or projects within the following areas as these will likely encompass the type of project orders the Contractor would expect from the Owner.

*3.1.1 Consultation: Conducting on-site assessments and preparing analysis reports which can be utilized to determine current conditions and current scope of work needed requirements. The reports may include but not be limited to, health and safety, growth rates, trimming or removal impacts, methods for maintaining health, structural stability, recommendations of best practices, disease and pest identification, and other such topics relating to horticulture and could include providing expert testimony before various committees and boards.*

The scope of EQR's Integrated Vegetation Management contracts, discussed in greater detail elsewhere in this proposal, includes assessing and analyzing sites to determine needed integrated pest management response, non-native invasive species control services and preparation of treatment plans for the project owner.

Similarly, under EQR's MSMD contract, also described in greater detail elsewhere, EQR is responsible for planning, inspecting and executing routine maintenance of 800 Fairfax County SWM facilities. In addition, EQR brings deficiency issues to the owner's attention and provides cost-effective proposed solutions. EQR has, for example, discovered and remedied safety issues presented by highly eroded, steep banks at a school. EQR personnel are relied upon to assess sites and determine needed work, such as weeding, perennial care, pruning, underdrain flushing, tree removal, transplanting); soil testing; minor repair (e.g., signs, dome grates, cleanouts sediment removal); planting and seeding and related preparation (e.g., woody and herbaceous plants (including aquatic species), wetland and upland seed mixes, soil supplements, mulching, tree protection, green roofs); animal browse deterrent; mechanical plant removal; herbicide treatment.

EQR's Martin State Airport project is another example of our experience with monitoring of sites, inspecting for plant health, analyzing plant count success rates and overall site compliance.

*3.1.2 Planning: Planting and landscaping plans and standards. (Does not include Professional Landscape Architectural Services. Fauquier will use the existing Open-End Landscape Architecture Contract for formal engineering, design and stamped plans.)*

EQR thoroughly reviews provided plans and specifications for each project to ensure we understand requirements, seek clarification at any early stage in project planning, and can assign appropriate resources to carry out the work.

In addition, through its design/build as well as design/bid/build work, EQR is accustomed to assisting project owners and designers with 30%, 65% and 95% plan reviews and making site specific recommendations, including, for example, suitable plant species and site preparation to help ensure viability of plantings in a variety of settings. EQR personnel can also work with the client to make required plan revisions. One such example is our Design/Build, On-Call contract with Baltimore County, Maryland, which is presented in detail in Tab 7.

EQR takes pride in being able to assist in feasibility reviews and helping to find cost savings for project owners.

EQR is familiar with relevant standard specifications and other standards, such as VDOT and ANSI, for the types of services that Fauquier County requires. We will also comply with requirements, such as background checks, to work on school grounds.

With sufficient advance notice, EQR can also offer contract growing through an EQR affiliated company, Green Landing Nursery, to help ensure availability of high quality, suitable plants for projects.

### *3.1.3 Hands-on Labor*

EQR acknowledges that all of the following work types may be required as part of the hands-on labor services. Our crews have performed all of these work types across our numerous standalone projects and task ordering contracts. We have included in Tab 7: Additional Materials a number of project descriptions for work of this nature.

- 3.1.3.1 Planting, replanting, relocating and/or removing plants or trees

- 3.1.3.2 Pruning plants and trees

- 3.1.3.3 Treatment or management of any diseases identified

- 3.1.3.4 Soil Testing and Analysis

- 3.1.3.5 Application of soil amendments, fertilizers, and other similar requirements

- 3.1.3.6 Ornamental pruning

### *3.1.4 Training of Department Staff: Conducting on-site training of staff on skills related to 3.1.1, 3.1.2, and/or 3.1.3.*

EQR has directly relevant experience for this potential work type under the contract. We completed design and constructed planted bioretention facilities for the Archdiocese of Washington, DC, at the Mt. Olivet Cemetery. As part of the project, EQR personnel conducted in-person, onsite training for cemetery staff to help enable them to maintain the facilities. EQR also prepared an O&M manual for their reference. This project is described in detail in Tab 7, and we have included a copy of the O&M manual.

### *3.1.5 Invasive Plant Removal and Management: Providing services to remove select invasive and noxious weed species from predetermined locations.*

EQR has performed many NNI control projects and has experience in each of the treatment types likely to be used for this contract. EQR has managed invasive species on hundreds of acres in Maryland and Virginia. We work on a diverse range of sites from wetlands to mature forests. EQR plans our treatments based on site conditions, target vegetation and time of year.

In addition to the Integrated Vegetation Management contracts discussed elsewhere in this proposal, we have included in Tab 7 two projects, Cowhide Bamboo Removal and KenGar, which is particularly relevant as the work was performed in a park setting.

We confirm having experience in all of the following:

3.1.5.1 Treatments will include Cut and Treat, Winter foliar treatments for Evergreens, and two(2) growing season foliar treatments between May and October.

3.1.5.2 Contractor will cut all invasive vines, shrubs, and trees that are designated to be cut and then treated at the base using herbicides approved in advance by FCPR.

3.1.5.3 Cutting and treating are to be completed during the winter/dormant months.

3.1.5.4 Cut brush may be left on site to decompose or to later be removed by FCPR staff or volunteers. An alternate price can be provided for removal of all cut brush at the time the work is complete.

3.1.5.5 All other invasive species are to be foliar treated using herbicides approved by FCPR.

3.1.5.6 Foliar treatments for evergreen invasive species such as English Ivy should be completed in the winter/dormant months to prevent non-target damage.

3.1.5.7 Two foliar treatments should be completed for all other invasive species during the growing season, approximately between May and October.

3.1.5.8 In subsequent years, invasive plant management will be planned and implemented annually with the initial treatments described above requiring the most labor and attention.

### *3.1.6 Examples of Services.*

We believe that the material we have provided in other sections of this proposal attests to our ability to provide all of the service types listed below.

3.1.6.1 Listed below are examples of the types of services the resulting contract could cover:

Primary list of services:

- Ornamental pruning plan
- Ornamental pruning

- Ornamental fertilization
- Staff training on plant and tree identification
- Staff training on plant and tree pruning
- Landscape plans (Not to include professional Landscape Architectural Services)
- Replace shrubs
- Soil Testing and Analysis
- Understanding and actively participating in Environmental, Health & Safety responsibilities by following established best policy, procedures, and training

Secondary list of services as budget and needs allow:

- Identify flowers, grass, and ornamental trees & plant types
- Inventory flowers, grass, and ornamental trees & plants
- Site evaluation – Long term strategy
- Identify and control diseases
- Identify and control pests

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## Tab 5: References

*Include at least three (3) recent references for projects or contracts of similar size and scope within this section, providing the project/contract description and the company name, address, phone, and e-mail contact for the person the Offeror most closely worked with on the project.*

1. **Contract Name:** Baltimore, Maryland, Integrated Vegetation Management Services

**Contract Number:** B50005586

**Service Dates:** July 17, 2019 to June 13, 2023 (original contract)

**Value:** \$278,828

**Description of Services:** Managing NNI in multiple city sites encompassing over 100 acres. Aspects of work include developing non-native invasive species treatment plans and performing related control. EQR tracks and documents site work using a GPS system that is integrated into the City's Natural Resources Inventory System. EQR's site work is immediately uploaded to the City System, reporting on control activities as well as species encountered. The contract has Mrs. Bhandari's crew working across large areas of City Park land, while traversing a variety of habitat types, upland forests, riparian buffers, and meadows. Each habitat type features different NNI target species, each requiring differing Integrated Pest Management response. The work is coordinated with the client to ensure the City can notify local communities of EQR's scheduled site work.

**Contact Name:** Ashley Bowers

**Contact Organization:** BCRP – Forestry Division

**Contact Phone:** (410) 396-6109

**Contact Email:** [ashley.bowers@baltimorecity.gov](mailto:ashley.bowers@baltimorecity.gov)

2. **Contract Name:** Environmental Restoration Services, Design-Build

**Contract Number:** P-263

**Service Dates:** October 18, 2021 to present

**Value:** See relevant Task Order values below

**Description of Services:** Provision of a variety of environmental services to assist the County in meeting pollution reduction mandates.

Relevant example task orders:

*Kelly Branch Stream Restoration Vegetative Maintenance (2022 – 2025) \$90,000 (NNI value)*

Invasive species treatment for 3 years along Kelly Branch II and part of Kelly Branch I.

*Shoreline Invasive Species Control – Multiple Sites (2022) \$35,000 (NNI value)*

Invasive species control at various shoreline locations including Inverness Park, Watersedge Park, Stansbury Park, Essex Skypark, Chesterwood Park & Cox's Point Park.

**Contact Name:** Megan Barger (Kelly Branch) and Dave Riter (Shoreline Invasive Species)

**Contact Organization:** Baltimore County, Maryland, DEPS

**Contact Phone:** 410-887-2904 (for both contacts)

**Contact Email:** [mbarger@baltimorecountymd.gov](mailto:mbarger@baltimorecountymd.gov), [driter@baltimorecountymd.gov](mailto:driter@baltimorecountymd.gov)

3. **Contract Name:** Harford County, Maryland, On Call Landscaping Contract  
**Contract Number:** 22-100  
**Service Dates:** December 16, 2021 to November 30, 2023  
**Value:** See relevant Task Order values below  
**Description of Services:**  
Relevant example task orders:  
*Edwards Lane Reforestation (2022) \$65,346*  
Work included forest buffer extension, herbicide application, planting and plant maintenance.  
*Cedar Lane Park Forest Planting (2022) \$40,917*  
Forest tree planting at Cedar Lane Regional Park, converting existing turf to a forested land cover.  
*Edgely Grove Farm Land Cover Conversion (2023) \$103,605 (to date)*  
Tree planting, forest creation and meadow establishment. Forest buffer extended.  
**Contact Name:** Michele Dobson, Stephanie Whalon, Kate Gordon  
**Contact Organization:** Harford County, Maryland  
**Contact Phone:** Michele Dobson 410-638-3217 ext. 1247, Stephanie Whalon 410-638-3550, Kate Gordon 301-448-8903  
**Contact Email:** [mgdobson@harfordcountymd.gov](mailto:mgdobson@harfordcountymd.gov), [sawhalon@harfordcountymd.gov](mailto:sawhalon@harfordcountymd.gov)
4. **Contract Name:** Stormwater Management, Maintenance and Reporting (MSMD)  
**Contract Number:** 4400009463  
**Service Dates:** November 27, 2019 – June 30, 2023 (overall contract)  
**Value:** See relevant Task Orders below  
**Description of Services:** IDIQ/requirements contract for routine and non-routine maintenance of green infrastructure. Work includes non-native invasive control and planting.  
Relevant example task orders:  
*Old Courthouse Planting and NNI (2021) \$6,516*  
200 herbaceous plants installed and non-native plants identified and controlled  
*Bull Run Planting and NNI (2021) \$4,067*  
.1 acres of foliar and cut stump herbicide application  
*Wolf Run Riparian Buffer Planting (2021) \$22,545*  
Planting of native trees (63) and shrubs (110) and installing native species livestakes to create a vegetated riparian buffer.  
**Contact Name:** Danielle Sette (Old Courthouse) and Suzanne Foster (Bull Run and Wolf Run)  
**Contact Organization:** Fairfax County, Virginia, Stormwater Planning Division – Watershed Projects Implementation Branch

**Contact Phone:** Danielle Sette (703) 324-5628, Suzanne Foster (571) 585-9388

**Contact Email:** [Danielle.Sette@fairfaxcounty.gov](mailto:Danielle.Sette@fairfaxcounty.gov), [Suzanne.Foster@fairfaxcounty.gov](mailto:Suzanne.Foster@fairfaxcounty.gov)

5. **Contract Name:** Fairfax County (VA) Annual Contract for Stream Restoration and Water Quality Improvements

**Contract Number:** CN16026002

**Service Dates:** Multiple Awards: 2008 – 2023

**Value:** \$26.7 Million over 57 Task Orders for the most recently completed contract

**Description of Services:** Stream restoration and other water quality improvement projects.

Scope includes planting, seeding and non-native invasive species control in riparian areas.

Relevant example task orders:

*Murray Lane Outfall Stream Restoration (2021) \$944,630.27 (value includes stream restoration)*

The stream restoration site was stabilized with over 1.3 acres of seeding, mulching and soil stabilization matting as well as native species plantings of 212 trees and 766 shrubs.

*Raindrop Way Outfall Restoration (2021) \$580,214.03 (value includes stream restoration)*

Disturbance to the site was minimized using wetland mat access paths, which reduce compaction of sensitive riparian and wetland soils. The site was revegetated appropriate to a streambank and riparian forest area with native plantings (862 herbaceous plants) and seed mixes (4,092 SY).

**Contact Name:** Jack Merritt (both Task Orders)

**Contact Organization:** Fairfax County, Virginia, DPW&ES

**Contact Phone:** Jack Merritt 703-877-2871

**Contact Email:** [Jack.Meritt@fairfaxcounty.gov](mailto:Jack.Meritt@fairfaxcounty.gov)

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## Tab 6: Fees

*An itemized breakdown of all fees associated with providing the proposed services as listed in Section 3.1, including but not limited to: planning, training, fertilizing, planting, pruning, soil testing/analysis, disease control, management of invasive and noxious species; to include firm, fixed hourly rates for consulting and hands-on labor personnel and additional equipment. Specify a percentage-off discount of list price for providing plants, materials and supplies. Offeror must specify what list will be used to provide percentage off discount, i.e. specific retail or wholesale. At Owner's request, Offeror will provide the specified price list within five (5) days of request, throughout contract period. All fees shall be FOB Destination, and include shipping, handling and all charges that may be imposed in fulfilling the terms of the contract, including travel. Offeror's comprehension and acceptance of the method of ordering services/ project orders as outlined herein.*

In view of the as yet undefined nature of the work, EQR is unable at this time to state a specific percentage-off discount from the fee schedule we are providing. However, as requests for task order proposals are issued, EQR will endeavor to create cost-savings for Fauquier County.

Our fee schedule follows this page.

ITEM	3.1 FEE ITEMIZATION	UM	PRICE
<b>3.1.1 CONSULTATION &amp; 3.1.2 PLANNING</b>			
<b>DELIVERABLES</b>			
DEL-1	SITE ASSESSMENT & ANALYSIS REPORT	HR	\$100.00
DEL-2	EXPERT TESTIMONY (APPROPRIATE STAFF MEMBER)	HR	\$200.00
<b>LABOR</b>			
L-1	ISA CERTIFIED ARBORIST	HR	\$116.75
L-2	PROJECT MANAGER	HR	\$89.70
L-3	SUPERINTENDENT	HR	\$85.95
L-4	CREW FOREMAN	HR	\$76.60
<b>3.1.3 HANDS ON LABOR</b>			
L-1	ISA CERTIFIED ARBORIST	HR	\$116.75
L-2	PROJECT MANAGER	HR	\$89.70
L-3	SUPERINTENDENT	HR	\$85.95
L-4	CREW FOREMAN	HR	\$76.60
L-5	LABOR/CREW	HR	\$48.10
L-6	SKILLED LABOR	HR	\$56.05
<b>SITE MAINTENANCE</b>			
SM-1	TRASH/DEBRIS REMOVAL & DISPOSAL	CY	\$355.70
SM-2	TREE REMOVAL (2" TO 6" DBH)	EA	\$272.30
SM-3	TREE REMOVAL (7" TO 12" DBH)	EA	\$499.20
SM-4	SHRUB RELOCATION (1 GALLON TO 3 GALLON CONTAINER)	EA	\$403.05
SM-5	STUMP REMOVAL & GRINDING (UP TO 12")	EA	\$695.55
SM-6	STRING/LINE TRIMMING	0.1 ACRE	\$459.10
SM-7	BUSHHOGGING (OR EQUAL)	0.1 ACRE	\$642.55
SM-8	CLEARING AND GRUBBING	0.1 ACRE	\$2,000.50
SM-9	DETHATCHING	SF	\$2.55
SM-10	ANIMAL BURROW REPAIR	EA	\$99.05
SM-11	WEEDING - ALL	SF	\$1.70
SM-12	PERENNIAL CUTBACK	SF	\$0.85
SM-13	PRUNING	HR	\$267.75
SM-14	SKID STEER WITH AMBUSER ATTACHMENT, DAILY	DAY	\$1,590.25
<b>SOIL TESTING &amp; ANALYSIS</b>			
STA-1	SOIL ANALYTICAL TESTING	EA	\$1,651.95
<b>SEED, SOD &amp; SOIL AMENDMENTS</b>			
SSS-1	SEED MIX - 75% KENTUCKY 31 (K-31) AND 25% ANNUAL RYE GRASS	0.1 ACRE	\$372.80
SSS-2	WETLAND SEED MIX - ERNST SEED #120 (OR EQUAL)	0.1 ACRE	\$493.50
SSS-3	WETLAND SEED MIX - ERNST SEED #131 (OR EQUAL)	0.1 ACRE	\$641.65
SSS-4	BIORETENTION (RAIN GARDEN) SEED MIX - ERNST SEED #180 (OR EQUAL)	0.1 ACRE	\$468.30
SSS-5	COVER CROP OF ANNUAL WINTER RYE (SECALE CEREALE)	0.1 ACRE	\$272.75
SSS-6	COVER CROP OF ANNUAL RYE [WARM SEASON] (LOLIUM MULTIFLORUM)	0.1 ACRE	\$284.30
SSS-7	COVER CROP OF GERMAN MILLET (SETARIA ITALICA)	0.1 ACRE	\$287.15
SSS-8	COVER CROP OF COMMON OATS (AVENA SATIVA)	0.1 ACRE	\$274.65
SSS-9	DRILL SEEDING	0.1 ACRE	\$859.55
SSS-10	WATERING	DAY	\$1,200.00
SSS-11	BIORETENTION SOIL MEDIA	CY	\$151.00
SSS-12	TOPSOIL	CY	\$102.80
SSS-13	IMPORTED CLEAN FILL	CY	\$42.10
SSS-14	DOUBLE SHREDDED HARDWOOD MULCH, PROVIDED BY CONTRACTOR	CY	\$73.75
SSS-15	DISCING (4-6 PASSES)	0.1 ACRE	\$1,006.40
SSS-16	SOIL PREPARATION- RIP SOIL 18" TO 24" DEEP	0.1 ACRE	\$1,358.00
SSS-17	TILL SOIL 6" TO 8" DEEP	SY	\$46.50
SSS-18	TILL SOIL 19" TO 24" DEEP	SY	\$67.50
SSS-19	COMPOST BLANKET (OR EQUAL)	SY	\$12.10
SSS-20	MYCORRHIZAL AND POLYMER GEL SOIL SUPPLEMENT	0.5 LB	\$7.95
SSS-21	COMPOST BLANKET (OR EQUAL) WITH DISCING	0.1 ACRE	\$3,001.25
SSS-22	LIME APPLICATION	0.1 ACRE	\$33.55
SSS-23	DECOMPACTION SPADER WITH TRACTOR, DAILY	DAY	\$1,818.95

PLANTS & RELATED HORTICULTURAL SERVICES			
PRH-1	HYDOMULCHING	SF	\$18.45
PRH-2	3/4" CALIPER TREE	EA	\$151.95
PRH-3	1" CALIPER TREE	EA	\$170.45
PRH-4	2" CALIPER TREE	EA	\$398.20
PRH-5	3-4' CONIFER TREE	EA	\$151.75
PRH-6	4-5' CONIFER TREE	EA	\$176.45
PRH-7	3-4' BROAD LEAF EVERGREEN TREE	EA	\$373.25
PRH-8	ARBORITE TREE GUYS WITH STAKES (OR EQUAL)	EA	\$72.35
PRH-9	A.M. LEONARD RIGID MESH TREE PROTECTOR 36" (OR EQUAL)	EA	\$18.65
PRH-10	A.M. LEONARD RIGID MESH TREE PROTECTOR 48" (OR EQUAL)	EA	\$20.80
PRH-11	TREEGATOR SLOW RELEASE WATERING BAGS (OR EQUAL)	EA	\$54.65
PRH-12	18" HIGH SHRUB	EA	\$55.30
PRH-13	24" HIGH SHRUB	EA	\$58.55
PRH-14	30" HIGH SHRUB	EA	\$87.35
PRH-15	HERBACEOUS PLANTINGS (#1 CONTAINER SIZE)	EA	\$21.25
PRH-16	HERBACEOUS PLANTINGS (#2 CONTAINER SIZE)	EA	\$37.30
PRH-17	2" x 4" AQUATIC OR TERRESTRIAL PLUGS	EA	\$5.60
PRH-18	2" x 5" AQUATIC OR TERRESTRIAL PLUGS	EA	\$5.60
PRH-19	LIVE STAKES	EA	\$6.80
PRH-20	8' HIGH DEER FENCE (BLACK VINYL MESH) WITH METAL POSTS	LF	\$26.60
PRH-21	3' WIDE GATE IN 8' HIGH DEER FENCE (BLACK VINYL MESH) WITH METAL POSTS	EA	\$621.00
PRH-22	8' HIGH DEER FENCE (BLACK VINYL MESH) WITH PRESSURE TREATED WOODEN POSTS	LF	\$36.50
PRH-23	3' WIDE GATE IN 8' HIGH DEER FENCE (BLACK VINYL MESH) WITH PRESSURE TREATED WOODEN POSTS	EA	\$1,015.25
PRH-24	8' HIGH DEER FENCE (GALVANIZED WOVEN WIRE) WITH METAL POSTS	LF	\$29.75
PRH-25	3' WIDE GATE IN 8' HIGH DEER FENCE (GALVANIZED WOVEN WIRE) WITH METAL POSTS	EA	\$795.40
PRH-26	8' HIGH DEER FENCE (GALVANIZED WOVEN WIRE) WITH PRESSURE TREATED WOODEN POSTS	LF	\$41.75
PRH-27	3' WIDE GATE IN 8' HIGH DEER FENCE (GALVANIZED WOVEN WIRE) WITH PRESSURE TREATED WOODEN POSTS	EA	\$985.30
PRH-28	MAINTENANCE OF DEER FENCE	LF	\$20.25
PRH-29	GOOSE FENCE PROTECTION	LF	\$15.75
PRH-30	BEAVER FENCE PROTECTION	LF	\$25.20
PRH-31	MAINTENANCE OF OTHER ANIMAL PROTECTION FENCES	LF	\$12.20
PRH-32	SYSTEMIC ANIMAL BROWSE DETERRENTS	EA	\$9.85
PRH-33	TOPICAL ANIMAL BROWSE DETERRENTS	EA	\$13.60
PRH-34	APPLICATION OF FERTILIZER	SF	\$0.20
PRH-35	WOODY PLANT MAINTENANCE PER TREE	EA	\$136.05
PRH-36	WOODY PLANT MAINTENANCE PER ACRE	ACRE	\$15,295.20
EROSION & SEDIMENT CONTROL			
ES-1	STRAW MULCH	SY	\$1.09
ES-2	EM-400 JUTE MAT (OR EQUAL) (VA STD & SPEC 3.36)	SY	\$7.37
ES-3	EM-700 JUTE MAT (OR EQUAL) (VA STD & SPEC 3.36)	SY	\$6.99
ES-4	EM-900 JUTE MAT (OR EQUAL) (VA STD & SPEC 3.36)	SY	\$9.61
ES-5	NATURAL FIBER COIR LOGS 6" TO 8" DIAMETER	EA	\$344.21
ES-6	NATURAL FIBER COIR LOGS 12" TO 16" DIAMETER	EA	\$451.29
ES-7	STRAW BLOWER (30 TO 40 HP)	HR	\$376.99
ES-8	HYDROSEEDER (400 TO 600 GALLON) WITH UPLAND SEED MIX	HR	\$570.40
ES-9	HYDROSEEDER (400 TO 600 GALLON) WITH WETLAND SEED MIX	HR	\$649.08
ES-10	HYDROSEEDER (400 TO 600 GALLON) WITH COUNTY SUPPLIED SEED MIX	HR	\$310.34
ES-11	SILT FENCE WITH WOODEN STAKES (VA STD & SPEC 3.05)	LF	\$4.26
ES-12	SUPER SILT FENCE WITH STEEL POSTS & CHAIN LINK FENCE (PFM PLATE 5-11)	LF	\$11.26
ES-13	SAFETY FENCE (VA STD & SPEC 3.01)	LF	\$2.74
ES-14	TREE PROTECTION FENCING (VA STD & SPEC 3.38)	LF	\$6.12
ES-15	SILT FENCE INLET PROTECTION (VA STD & SPEC 3.07)	LF	\$10.17
ES-16	BLOCK AND GRAVEL INLET PROTECTION (VA STD & SPEC 3.07)	LF	\$23.49
ES-17	FILTER BAG	EA	\$874.18
ES-18	NON-WOVEN FILTER FABRIC	SY	\$2.24
TRAFFIC CONTROL			
MOT-1	LANE CLOSURE	DAY	\$899.70
MOT-2	VARIABLE MESSAGE SIGNS	DAY	\$163.40
MOT-3	CONSTRUCTION SIGNS	DAY	\$27.20

3.1.4 TRAINING OF DEPARTMENT STAFF			
DELIVERABLES			
DEL-3	OPERATIONS & MAINTENANCE MANUAL	HR	\$100.00
DEL-4	INVASIVE SPECIES IDENTIFICATION & CONTROL FIELD GUIDE	HR	\$100.00
LABOR			
L-1	ISA CERTIFIED ARBORIST	HR	\$116.75
L-2	PROJECT MANAGER	HR	\$89.70
L-3	SUPERINTENDENT	HR	\$85.95
L-4	CREW FOREMAN	HR	\$76.60
3.1.5 INVASIVE PLANT REMOVAL & MANAGEMENT			
DELIVERABLES			
DEL-5	INITIAL SITE ASSESSMENT & TREATMENT PLAN	HR	\$100.00
DEL-6	GIS INTEGRATED PROGRESS REPORT	HR	\$100.00
LABOR			
L-1	ISA CERTIFIED ARBORIST	HR	\$116.75
L-2	PROJECT MANAGER	HR	\$89.70
L-3	SUPERINTENDENT	HR	\$85.95
L-4	CREW FOREMAN	HR	\$76.60
L-5	LABOR/CREW	HR	\$48.10
L-6	SKILLED LABOR	HR	\$56.05
TREATMENT SERVICES			
NNI-1	SELECTIVE CUT-STUMP HERBICIDE TREATMENT	0.1 ACRE	\$2,274.10
NNI-2	SELECTIVE GIRDLE HERBICIDE TREATMENT	EA	\$84.80
NNI-3	SELECTIVE FOLIAR HERBICIDE TREATMENT	0.1 ACRE	\$1,556.20
NNI-4	SELECTIVE MECHANICAL REMOVAL OF AQUATIC PLANTS	0.1 ACRE	\$9,212.35

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## Tab 7: Additional Material

We have included in this Tab detailed descriptions of relevant contracts and an example of an O&M manual provided to a project owner to assist the owner's staff in maintaining the project.



## Stormwater Management, Maintenance and Reporting Services (MSMD)

Contract No. 4400009463

### Project Description

In 2019, Fairfax County, Virginia, awarded this multi-option year, IDIQ contract for Routine and Non-Routine Stormwater Infrastructure Maintenance and Vegetation Management to EQR. The County has exercised all options to date.

Master scope includes: maintenance of bioretention facilities, vegetated swales and treebox filters; erosion and sediment control; site maintenance (e.g., mowing, trimming, bushhogging, trash removal, weeding, perennial care, pruning, underdrain flushing, tree removal, transplanting); soil testing; minor repair (e.g., signs, dome grates, cleanouts sediment removal); planting and seeding and related preparation (e.g., woody and herbaceous plants (including aquatic species), wetland and upland seed mixes, soil supplements, mulching, tree protection, green roofs); animal browse deterrent; mechanical plant removal; herbicide treatment.

### Challenges Resolved

EQR is responsible for planning, inspecting and executing routine maintenance of 800 County SWM facilities. EQR also performs County directed non-routine work. In addition, EQR brings deficiency issues to the County's attention and provides cost-effective proposed solutions. EQR has, for example, discovered and remedied safety issues presented by highly eroded, steep banks at a school.

EQR's crews bring excellent plant identification skills and in-depth knowledge of the functions and maintenance of many SWM facility types to properly perform the myriad tasks.

To manage the extensive routine and non-routine work of varying levels of priority (including high and emergency), EQR developed a smartsheet shared with the Owner to properly track, execute, invoice and close out task orders. To date, 4,998 tasks have been completed to the County's satisfaction; an additional 142 are in progress or awaiting County final approval.



### **Owner**

Fairfax County, Virginia

### **Project Location**

Fairfax County, Virginia

### **Project Type**

SWM Maintenance, Landscaping,  
Non-Native Invasive Control

### **Contract Value at Award**

Funded by Task Order

### **Final Contract Value**

(TO Billed Value to November 2023):  
\$5,093,067

### **Project Start Date**

November 27, 2019

### **Project End Date**

Current Option: October 31, 2024

### **EQR Project No.**

Various

### **EQR Project Manager**

Michael Farley, Director

### **EQR Superintendent**

William Addison, Garfield Smith

### **Project Owner Representative**

Chris Meoli, P.E.

Public Maintenance Section Chief,  
Stormwater Facilities Branch, MSMD

10635 West Drive

Fairfax, Virginia 22030

(703) 877-2863

[Christopher.Meoli@fairfaxcounty.gov](mailto:Christopher.Meoli@fairfaxcounty.gov)

### Task Orders

Examples of non-routine scope include:

**Government Center Ellipse:** Creation of planting bed adjacent to Government Center Ellipse walkway, including soil amendment for stability, 3,744 Perennials, 14 two-inch caliber trees, 24 one-inch caliber trees and 11 twenty-four-inch shrubs.

**Greentree Deer Deterrent:** Installation of 140 welded wire tree cages.

**Indian Run:** Installation of 160 live stakes to supplement stream plantings.

**Old Courthouse Spring Branch:** Non-native invasive plant species control and planting (200 ¾" cal. Trees).

**Bull Run Planting and NNI:** Cut stump and foliar herbicide treatment, planting of 3 two inch caliper trees.

**Luthor Jackson Middle School NNI and Planting:** tree removal, herbicide treatment, planting of 30 two inch and 9 one inch caliper trees and 63 twenty-four inch shrubs, and animal fence maintenance.

**Scott's Run at Windy Hill:** Planting of landscape quality trees and shrubs (including dogwood, oak, holly, inkberry and spicebush) at several private residences.

**Tyvale Court:** Stream restoration plantings to add diversity.

**Herrity Building Fountain Facility:** Mowing services.

**Dead Run Riparian Buffer:** Planting of 7 three-quarter inch caliper trees with tree protection.



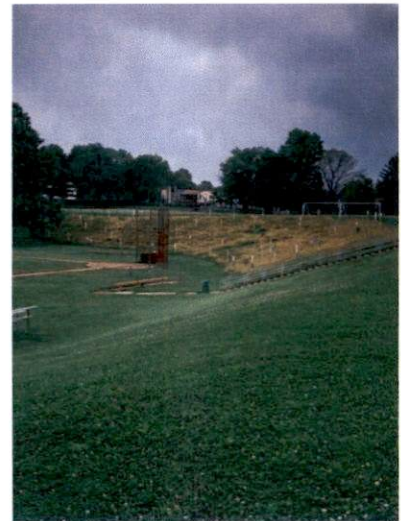


## Baltimore County, MD B-770 Rural and B-803 Urban Reforestation

*Contract No.s B-770 and B-803*

### Project Description

In 2014, Baltimore County, Maryland, awarded these indefinite delivery, indefinite quantity contracts to EQR for reforestation projects located in rural and urban areas throughout the County. Services included preparation of planting plans, inventorying plants, furnishing and planting trees (including any necessary site preparation, such as weed control), tree protection and maintenance services. Installations occurred at a variety of sites, including County owned property (e.g., public schools and community centers), HOA open spaces, and private property in rural areas. Baltimore County has exercised all option years for both contracts and has recommended EQR for award of a follow on contract for rural reforestation services.



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#### **Owner**

Baltimore County, Maryland

#### **Project Location**

Baltimore County, MD

#### **Project Type**

Landscaping

#### **Contract Value at Award**

Funded by Task Order

#### **Final Contract Value**

B-770: \$222,093

B-803 (to July 2021): \$125,121.68

#### **Project Start Date**

B-770: September 2, 2014

B-803: November 3, 2014

#### **Project End Date**

B-770: September 1, 2021

B-803: August 31, 2020

---

#### **EQR Project No.**

Various

#### **EQR Project Manager**

Allison Valenzia

#### **EQR Superintendent**

William Addison

#### **Project Owner Representative**

Carrie Oberholtzer, Natural  
Resources Specialist

(410) 887-3733

[coberholtzer@baltimorecountymd.gov](mailto:coberholtzer@baltimorecountymd.gov)

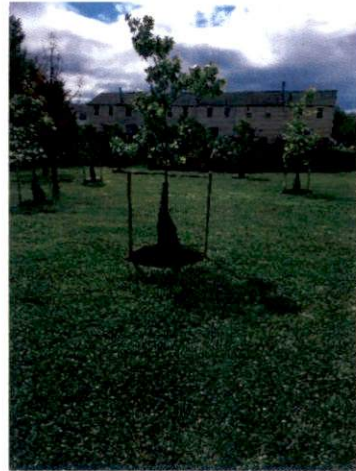
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111 W Chesapeake Ave #319  
Towson, MD 21204

### Task Orders

Eighteen Task Orders were issued under IDIQ B-770 and nine under B-803. Typical Task Order work scopes included:

- Mixed species Oak and Hickory tree planting with tree protection (6' deer fencing), any needed maintenance (e.g., vine suppression, mowing and watering) for a three year period and annual report to the County documenting 90% survival rate.
- Sourcing and planting regionally grown tree species on school grounds, installation of mower guards, bark protectors and watering bags and on trees, maintenance to achieve 100% survival and an annual report to the County.
- Reforesting 1.25 acres of mowed land with multiple Oak species. Work order required that trees be placed in groupings as naturally found along the hydrologic gradient.
- 1.44 acre reforestation consisting of Poplar, Gum, Oak and Hickory trees at a rural location.
- Planting approximately 55 landscape quality trees at an HOA property.
- Planting 136 trees (Oak, Gum, Serviceberry, Red Bud and Maple species) with five foot deer fencing at a rural location.
- 290 tree planting consisting of Oak, Hackberry, Willow and Maple species.



---

### Challenges Resolved

The contracts require a 90% (rural areas) to 100% (urban areas) survival rate for the first year following planting. EQR meets that requirement by carefully preparing the planting sites, ensuring that non-native species do not out-compete the tree plantings, watering in a timely manner, and promptly replacing trees as needed due to animal predation or other reasons.

Working in urban areas of a highly developed county requires considerable attention to public safety and logistical challenges in staging and execution of the work. EQR overcomes those hurdles by maintaining an orderly, controlled site and careful planning of quantities to be installed so that materials can be delivered on a phased basis.

While working on private property, EQR field staff pay particular attention to aesthetic matters to address the additional scrutiny placed on their work by landowners who are sensitive to certain issues of appearance.





## Green Infrastructure at Mount Olivet Cemetery

### Project Background

District Stormwater, LLC selected Environmental Quality Resources, LLC (EQR) for the design-build Mount Olivet Cemetery SWM/LID Project. The project included the design and installation of more than 16,000 square feet of bio-retention in seven separate areas of the 80-acre cemetery, which had 10 acres of untreated impervious surface. EQR engaged Tetra Tech for the final design of the project, expanded from the concepts developed by the Anacostia Watershed Society.

This project, at the Catholic Church's Mount Olivet Cemetery in Washington, DC, was especially high profile as a flagship project for the Church's initiative to green its properties around the country, and ultimately produce stormwater credits for use by the Church. As a historic cemetery, the site was also extremely sensitive. Space in the cemetery was very limited, with graves located directly adjacent to work areas. Therefore, the EQR team proposed removing some existing cemetery roads and converting others to one-way traffic patterns to create space for the bioretention facilities.

### Work Scopes

The Mount Olivet Cemetery SWM/LID Project consisted of the following key work scopes:

(1) 3,738 SF of retaining wall; (2) 665 CY bioretention media; (3) 2,085 CY of excavation; (4) 777 tons of bioretention stone fill; (5) 74 CY of bioretention mulch; (6) 1,036 LF of concrete curb; (7) 2,670 SY of asphalt demolition; (8) 9,039 landscape plugs; (9) 215 landscape shrubs.



### Owner

District Stormwater, LLC

### Start Date

March 29, 2017

### Completion Date (Contract)

December 5, 2017

### Completion Date (Actual)

December 5, 2017

### Contract Value (Original)

\$578,133.00

### Change Order Value

\$90,133.00

### Contract Value (Final)

\$668,266.00

### EQR Project Manager

Dylan Constable

### EQR Superintendent

Mike Kimble

### Project Owner Representative

Kahlil Kettering

240-630-7045

Kahlil.kettering@tnc.org

425 Barlow Place, Suite 100

Bethesda, MD 20814

### Project Engineer

Russ Dudley, P.E.

Tetra Tech

646-576-4026

Russ.Dudley@tetratech.com

5 Hanover Square, Suite 502

New York, New York 10004

### Challenges Resolved

Throughout the project development phase, the team worked through many unanticipated site obstacles, while being mindful of meeting budgetary requirements. Infiltration testing during the design phase revealed that the soils on site had very low infiltration rates, which required additional storm water storage volume on site to maximize credit yield. To create this storage volume, the ponding depth of the bioretention facilities was increased and cast-in-place concrete retaining walls were added to support the increased facility depth. In addition, the existing sheet flow on site had to be captured and directed to the bioretention facilities within the very restricted limits of disturbance. EQR installed new cast-in-place concrete curbs and performed light grading to achieve those goals.

### Special Accomplishments

Despite the design constraints, EQR was able to work with Tetra Tech to deliver an aesthetically and functionally successful project. The completed project provides up to 133,500 gallons of storm water retention volume and generates all of the planned storm water retention (SRC) credits for the Catholic Church and Mount Olivet Cemetery.

Throughout the design and construction of the project, the EQR team was in regular communication with District Stormwater and Mount Olivet Cemetery staff and were responsive to all stakeholder requests. EQR worked to ensure a complementary relationship between the cemetery features and the appearance of the BMP's.

During construction, crews were respectful of the cultural, historical and personal significance of the cemetery. EQR worked carefully to ensure that all activities were carried out diligently, including the use of Ground Penetrating Radar (GRP) to confirm that there were no unexpected artifacts under the roads before impervious surface removal. The team thoroughly considered and respected the requests of the cemetery, including accommodation of visitors during project construction, and worked to ensure complete satisfaction with the manner in which construction was conducted. EQR also conducted a post construction training event for the benefit of cemetery staff to convey how the bioretention cells functioned and explain the maintenance needed. A complete O&M manual, including identification guides for plant material, was prepared for the cemetery staff.



### Subcontractors

#### TetraTech

Service: Design

Value: \$119,180.00

#### Timmons Group

Service: Survey

Value: \$17,200.00

#### Segmental Wall Specialists, Inc.

Service: Concrete Block Retaining Wall

Value: \$80,583.02

#### L.A. Howard Construction Co, Inc.

Service: Cast-In-Place Concrete

Value: \$80,000.00

#### Bryan's Paving, LLC.

Service: Asphalt Paving

Value: \$49,466.00

**GREEN INFRASTRUCTURE  
AT  
MOUNT OLIVET CEMETERY  
WASHINGTON, DC**

**OPERATIONS  
AND  
MAINTENANCE MANUAL**

Prepared by:



**Environmental Quality Resources, L.L.C.**

1 Churchview Road,  
Millersville, MD 21108  
Phone : 410-923-8680  
[www.eqrllc.com](http://www.eqrllc.com)

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## Purpose

This Operations and Maintenance Manual (O&M Manual) has been prepared to assist the Mount Olivet Cemetery staff in its responsibilities for the inspection and maintenance of the green infrastructure bioretention facilities constructed in 2017 at the cemetery. The permitted plans for the facilities must also be reviewed for additional information relating to inspection and maintenance.

The permitted plans state a regulatory minimum for bioretention facility maintenance. This O&M Manual provides greater detail for maintenance and, in some cases, advises more frequent inspection and action to avoid potential problems. EQR believes that preventive maintenance will be less difficult and costly than correcting problems that have persisted for some time. ***Performance of the tasks described in this manual will be essential to remain eligible for the District of Columbia Stormwater Retention Credits (SRC's) that the bioretention facilities generate. Eligibility to retain Stormwater Retention Credits for the initial SRC certification period, which spans 3 (three) years from the date of certification, is predicated upon performance of maintenance tasks and responsibilities throughout this period.***

The tasks outlined are based upon the District of Columbia's Stormwater Retention Credit (SRC) program as applicable to the bioretention facilities at the time of project construction. The District of Columbia may alter its program requirements subsequent to the publication of this O&M Manual. Mt. Olivet Cemetery is advised to seek periodic guidance from the District of Columbia Government and/or knowledgeable consultants to ensure that the Cemetery's bioretention facilities continue to meet applicable requirements for SRC generation.

## Understanding Bioretention

The first step in performing adequate maintenance is understanding the function of the bioretention facility that is to be maintained. At Mt. Olivet, the primary function of the bioretention facilities is to slow the velocity of, treat and convey stormwater. To perform that function, the stormwater must first find its way into the facility. Stormwater enters the facility via sheet flow from grass areas and impervious asphalt cover. Sheet flow from grass areas cascades over the block retaining wall, using the washed gravel along the 3:1 side slope to dissipate energy as water enters the bioretention facility. Likewise, sheet flow conveyed over asphalt enters the facility at designated locations through a 3:1 graveled side slope.

Once captured within a facility, the stormwater is treated and conveyed to a desired discharge location. Understanding how the bioretention facility treats and conveys stormwater requires a review of the facility components that allow it to effectively manage stormwater.

The 5 bioretention areas on Mt. Olivet's grounds all consist of the same components, each performing a distinct function that allows the bioretention facility to achieve the goal of stormwater management. There are 8 components to each of the bioretention areas:

### **Ponding Area**

This is the area between the mulch layer and the vertical extent of the bioretention facility, dictated by the height of the block wall and concrete curbing. The ponding area provides temporary storage for stormwater, allowing up to 18" of water to be stored within the bioretention facility. In addition to temporary storage, the ponding area also promotes evaporation for a small portion of the runoff captured. The 18" depth also allows for any sediment to settle within the facility, preventing it from entering the District's stormwater infrastructure.

### **Plant Material**

On the surface, plants provide habitat for animals and improve overall site aesthetics. Beneath the surface, plants are an integral component in current and long-term bioretention performance. Root development and rhizome establishment create pathways for infiltration into the filter media, and the plants utilize nutrients that might otherwise contribute to excessive nutrient flow into waterways. Beneficial bacteria which resides within the plants' root system generates a healthy soil structure with substantial water quality benefits. Plants also reinforce long-term performance of subsurface infiltration, provided they are properly maintained and allowed to mature.

### **Mulch layer**

Mulch within a bioretention facility is a catalyst for many crucial functions, such as:

- Filtering out pollutants contained in stormwater runoff;
- Providing protection for underlying soil, mitigating drying and erosion;
- Fostering biological activity:
  - Generates an environment conducive to degradation of organic material by microorganisms;
  - Decomposition of organic material; and
  - Adsorption and bonding of heavy metals.

### **Filter Media Layer**

The filter media is designed to perform 2 main tasks:

- Provide additional stormwater storage through the voids within the media particles; and
- Foster biological activity within the facility, providing nutrients and retained stormwater to plant material to encourage root growth

### **Impermeable liner**

Treating and conveying stormwater requires temporarily containing stormwater within the bioretention facility. The Mt. Olivet facilities were constructed with an underdrain to address the very low soil infiltration rate at the site. To both aid in proper stormwater conveyance and protect cemetery infrastructure, graves and monuments, a 20-millimeter PVC geo membrane was installed along the

bottom and sides of each facility to ensure that water does not infiltrate into the cemetery soil, and all water is directed as the design intends.

#### **4" PVC Underdrain**

The underdrain is the primary conveyance mechanism. The underdrain is designed, through a series of bends and connections, to take stormwater that has been treated by the plantings, mulch and filter media through the bioretention facility and carry it to the designated discharge point. The pipe is perforated in the bioretention cells (i.e., the areas between check dams) to allow water to enter the pipe, and solid where it passes through the check dams so that water is deposited in the next cell.

#### **Gravel storage layer**

The gravel area promotes stormwater storage to build hydraulic pressure to initiate flow through the underdrain. The underdrain is flat (i.e., no slope) in each cell, so each cell will store water until the hydraulic pressure is built and water is conveyed to the next cell. In doing so, the ultimate facility discharge is regulated and non-erosive.

#### **Positive Overflow**

Positive overflow is the alternate design mechanism which conveys stormwater. This facet of the bioretention facility is only activated when the storage capacity of the bioretention facility is exceeded. This will occur in large storm events where there is enough water to negate the ability of the underdrain to properly drain the facility i.e., water has permeated through the filter media and gravel, and the underdrain is unable to keep up with demands of hydraulic pressure above.

These are seen in the construction plans as the check dams, which convey overflow in a controlled manner from cell to cell and the weirs, which convey overflow out of the bioretention facility itself.

## Tasks

### Inspections

Cemetery Staff

#### ***Daily Inspections***

For the remainder of 2017, Cemetery Staff or their designee should inspect the bioretention facilities on a daily basis to ensure that any dry, wilted plants are identified for watering.

#### ***Weekly Inspections***

The facilities should also be checked by Cemetery Staff a minimum of once per week during the 2018 growing season (more often during dry and hot periods) to determine the need for supplemental watering. We advise continuing the weekly check thereafter.

Weekly facility walks should be conducted to remove trash and debris and identify any obvious problems that might contribute to poor facility performance (e.g., blockage of water route to facility, loose soils or other material that may wash into the facility).

### ***Bi-Monthly Inspections***

Twice per month during the 2018 growing season, the facilities should be inspected by Cemetery Staff, and action taken to ensure that:

- any needed weeding is performed promptly to aid the growth of the plants and lessen competition from undesirable vegetation;
- any missing mulch is replaced (a minimum of a two-inch layer must be maintained);
- any trash or debris is removed;
- any dead or significantly diseased plant material is removed and slated for replacement in kind within a reasonable period of time.

During this time period, mulch should also be raked to prevent compaction.

After the 2018 growing season, the above tasks can be performed on a quarterly basis.

Also, twice per month during the growing season, inspect for plant disease or pest problems. Use the least toxic means to control any diseases or pests. Depending upon the severity of a disease, it may be beneficial to replace rather than treat a diseased plant.

### ***Quarterly Inspections***

Inspect and take action as may be necessary at least quarterly to determine the need to perform the following tasks:

- Mow all grass areas contributing to the bioretention system, but make sure that grass is mowed away from the bioretention system;
- Open the pipe cleanouts and check for standing water;
- Inspect all inflows, energy dissipaters and check dams for accumulated debris and sediment that may block water flow;
- Check all stone energy dissipaters for displaced stone and evidence of erosion in the vicinity;
- Check for sink holes within the cells that could indicate a pipe failure;
- Remove sediment buildup atop mulch;
- Inspect adjoining areas, grass filter areas and areas in the vicinity of daylighted drains for any erosion; stabilize any erosion occurring. Check for bare soil or sediment sources in areas that drain to the cells; stabilize those areas promptly.
- Weed to aid the growth of the plants and lessen competition from undesirable vegetation;
- Replace any missing mulch (a minimum of a two-inch layer must be maintained);
- Remove any trash or debris;
- Remove and order replacements for any dead or significantly diseased plant material.

### ***Rain Event Inspections***

For the first 6 months following construction, following rain of one-half inch or more, Cemetery Staff should inspect the facilities and Contributing Drainage Area at least twice, looking for bare or eroding areas, and ensuring they are immediately stabilized.

After every rain event, facilities should be inspected to determine whether any repairs are needed, and/or any water is ponding in any cells of the facilities for an abnormal period of time after the rain, which could indicate a clogged drain, or an excessive buildup of sediment swept into the cell. Watch for and remove sediment “crusts” that may build up atop the mulch. Sediment can seal the bioretention cell, and prevent stormwater infiltration and conveyance through the underdrain. If there is no excessive sediment build up and a cell has standing water more than 24 hours after a rain event, the pipe cleanout procedure described in Section II.B.4 below should be followed. It is important that regular maintenance be conducted as the underdrain will function only if the components above it are properly monitored.

### ***Annual Inspections***

Annually, the Cemetery Staff must conduct and document a maintenance inspection using the District of Columbia Department of the Environment *Bioretention Practice Maintenance Inspection Form*, a copy of which can be found in the permitted plans. If that inspection reveals any maintenance service needed, a District of Columbia Department of the Environment *Maintenance Service Completion Inspection Report* documenting the performance of the work must be completed; a copy of that form is in the permitted plans.

Spring is the recommended time of year for the annual inspection, and it is also advisable to have a person experienced in bioretention maintenance perform the inspection. All repairs or restorations must be in accordance with the permitted plans and applicable District of Columbia requirements.

### **District of Columbia**

District of Columbia Department of the Environment may inspect facilities before and after certification of SRC's. The Department will inspect at least once every three years following SRC certification and may inspect more frequently.

### **Bioretention Facility Maintenance**

#### **Watering**

Watering should be conducted early in the morning, if possible. Follow the periodic inspection schedule above to help determine watering needs. The plants in the bioretention facilities have varying water requirements, which are noted on the permitted plans. Visually observe whether the plants appear to need water (e.g., wilting, brown leaf edges); check under the mulch for moist soil if unsure. When watering, be sure that the plants are watered deeply.

### Weeding

Photos of the bioretention plants have been compiled as an attachment to this document to aid in the identification of weed species to be eliminated.

### Mulching

Check mulch depth and coverage, and supplement as needed to maintain a two-inch depth. Once every two years, remove all mulch and replace with new mulch. Mulch must be double shredded, hardwood bark. It is important that mulch is not spread too thick. Too much mulch displaces storage volume.

### Underdrain Pipe Cleanout

Open the underdrain cleanout and pour in water to verify that the underdrains are functioning and not clogged or otherwise in need of repair. If the underdrain and stand pipe indicates standing water, then the underdrain is clogged and will need to be snaked.

### Plants

The plantings should need little to no fertilizer applications. Avoid the use of salts, snow melt chemicals or other chemicals in areas where surface water may flow into the cells because of potential adverse effect on the plantings.

### Replacement Plantings

Remove dead and significantly diseased material as soon as noticed. Replace in kind as soon as possible. Follow the planting instructions provided on the permitted plans.

## Other Guidance

Mt. Olivet Cemetery is advised that other work it may undertake onsite that affects conveyance of water and/or sediment to or from the facilities may affect performance and, thus, SRC eligibility of the facilities. For example:

- Ensure that grass is mowed away from bioretention facilities. If cut grass is directed into the facility, it can prevent stormwater infiltration and conveyance into the underdrain.
- In the fall/winter remove leaves that have fallen into the bioretention facilities by hand to prevent any damage to the plants, mulch, or filter media that could be caused by a leaf blower.
- Excavation activities above bioretention facilities should be stabilized daily to prevent sediment deposition into bioretention facilities.

## Resources

In addition to this O&M Manual, the following resources should aid the Cemetery in its operations and maintenance tasks.

### As-Built Drawings

During construction, detailed documentation was prepared to record the as-built location of hard/engineered (e.g., underdrain, curbing, pipe cleanout, check dams, segmented wall) and soft/natural (e.g., plantings) elements of the bioretention facilities.

### Permitted Plans

The permitted plans for the project provide useful information about plants used, methods of planting, water needs of various plants, and sourcing plant material. The permitted plans also include a copy of the District of Columbia Department of the Environment inspection and service forms for use when conducting inspections of facilities and having maintenance work performed.

### Plant Material Identification

Aside from the Virginia Sweetspire, all other plant material will be installed in plug form. The spacing and size of the plugs can be found on the permitted plan set. At Mt. Olivet, LP50 plugs are specified to be planted. These plugs are five inches deep by two inches square.

The photos below identify the plants to be installed per approved plans at Mt. Olivet. The plants are identified by their italicized scientific name as well as their common name. Images can be found beneath each plant to aid in identification.

#### *Itea Virginica* 'Henry's Garnet' – Virginia Sweetspire





*Juncus effusus* – Soft Rush



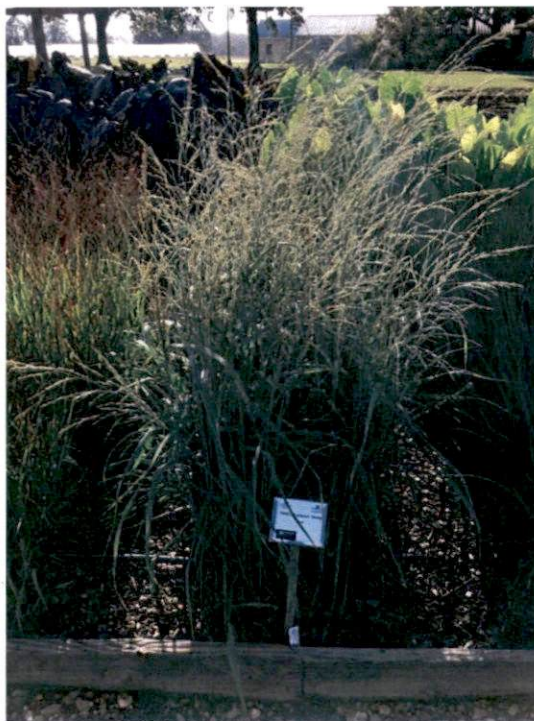




*Panicum amarum* – Coastal Switchgrass







***Panicum virgatum* 'Cape Breeze' – Switchgrass**





*Schizachyrium scoparium* 'Standing Ovation' – Little Bluestem





*Asclepias incarnata*– Swamp Milkweed





*Eupatorium coelestinum* – Hardy Ageratum







*Eupatorium dubium* 'Little Joe' – Dwarf Joe-Pye Weed

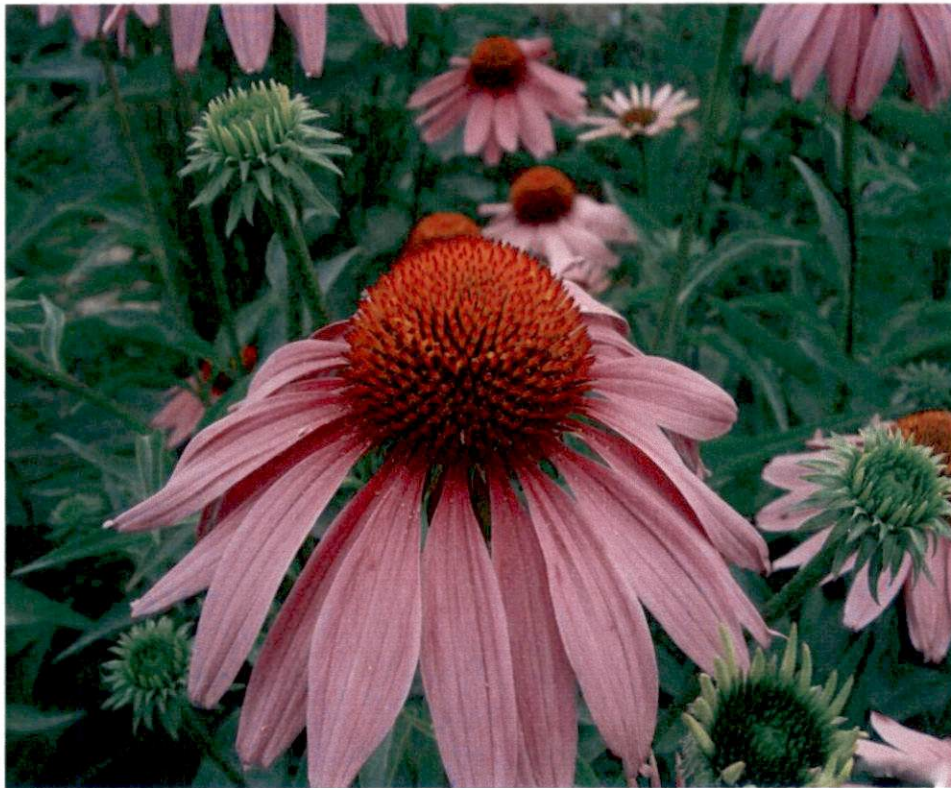






*Echinacea purpurea* – Purple Coneflower

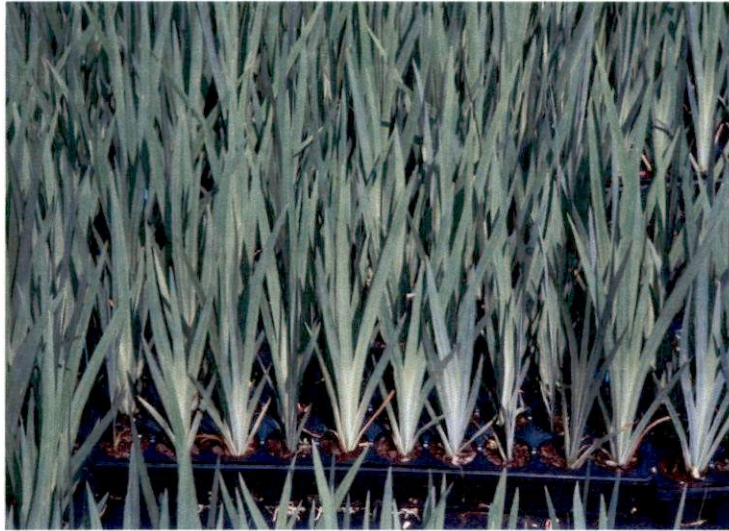






***Iris versicolor* – Northern Blueflag**







*Monarda didyma* 'Jacob Cline' – Bee Balm





***Pycnanthemum muticum* – Mountain Mint**









***Rudbeckia fulgida* var. *fulgida* – Black-Eyed Susan**







*Solidago sempervirens* – Seaside Goldenrod





*Vernonia noveboracensis* – New York Ironweed







# Calverton Channel Rehabilitation

Contract No. 940-H (E)

## Project Description

Prince George's County, Maryland, engaged EQR to perform stream restoration through removal of more than 2600 LF of legacy trapezoidal concrete channel and replacement with natural channel design features. A riparian buffer was created, including removal of invasive plant species and replanting with native wetland and upland plants. The highly constrained site, bordered by houses and apartment complexes, required careful navigation with heavy equipment. A complex water diversion was employed during Class 5 excavation (+15,000 CY) and construction of in-stream structures. Features of work included riffle grade controls, rock cross vanes, sills and imbricated walls. Other work entailed coir bank stabilization, erosion and sediment controls and tree protection.

## Project Highlights

Despite site constraints and storm damage to the project, EQR was able to maintain production and complete the project ahead of schedule. EQR's Project Manager and Superintendent worked closely with County personnel to ensure that needed repairs for erosion and scouring were performed expeditiously and cost-effectively. The completed project provides a stable channel, considerable ecological uplift and a pleasing view for the many area residents.



### **Owner**

Prince George's County, MD

### **Project Location**

Calverton, MD

### **Project Type**

Stream Restoration

### **Contract Value at Award**

\$3,552,951.90

### **Final Contract Value**

\$3,557,481.14

### **Project Start Date**

November 10, 2020

### **Project End Date**

March 4, 2022

### **EQR Project No.**

3646

### **EQR Project Manager**

Karly Epp

### **EQR Superintendent**

Jason Harmon

### **Project Owner Representative**

Dwight Joseph, Chief, DPWT

Construction Division

301-883-5633

[djoseph@co.pg.md.us](mailto:djoseph@co.pg.md.us)

9400 Peppercorn Place, Suite 300

Largo, MD 20774

### **Project Engineer**

Ronald Myers, Resident Engineer

RK&K

240-304-6615

[rmyers@rkk.com](mailto:rmyers@rkk.com)

700 E Pratt St Suite 500

Baltimore, MD 21202

### Key Quantities

Class 5 Excavation	15,282	CY
Imbricated Walls	394	SY
Stream Bed Material	566	CY
Stream Structures	78	Each
Topsoil Installed	1,157	CY
Tree, Shrub, Plug Plantings	28,553	Total
Live Stakes	309	Each

### Challenges Resolved

Access and stockpile space was extremely limited considering the excavation and imported materials quantities. EQR worked with the County to obtain additional right of entry agreements to add two stockpile spaces and an access road for the lower half of the channel. That increased productivity and limited the potential for erosion and sediment control issues compared to original access solely within the channel bottom.

### Special Achievements

EQR attained County Based Small Business participation of 38%.

Many homeowners had items within the County's right of way, (e.g., swing sets, sheds and plants), which needed to be moved for construction. EQR staff went above and beyond assisting each homeowner with relocation of their items and protecting their property.



ENVIRONMENTAL QUALITY RESOURCES, L.L.C.  
Landscape and Horticultural Services (RFP 60-24mr)

### Schedule Breakdown

#### **Contract Completion Requirement**

580 Calendar Days (June 13, 2022)

#### **Notice to Proceed**

November 10, 2020

#### **Construction Start Date**

November 20, 2020

#### **Construction Substantial Completion**

March 4, 2022

#### **Planting Substantial Completion**

January 25, 2022

### Major Change Orders

#### **Change Order #1**

Value: (\$48,332.73)

Description: Scope Reduction

#### **Change Order #2**

Value: \$37,286.97

Description: Multiple Increases and Decreases in Line Item Quantities

#### **Change Order #3**

Value: \$45,575.00

Description: Repair Channel Erosion & Scouring

### Subcontractors

#### **Actaeon, LLC**

Service: Fencing, E&S, Engineer's Office, Excavation

Value: \$305,921

Status: CBSB (County Based Small)

#### **E&R Services, Inc.**

Service: Asphalt Paving, Concrete Sidewalk, Curb & Gutter, Fence

Value: \$39,780

Status: CBSB

#### **Empire Landscape, LLC**

Service: Tree Removal

Value: \$7,495

Status: MDOT WBE

#### **Greenman Pedersen, Inc.**

Service: Survey

Value: \$70,642

Status: None

#### **Millenium Construction, LLC**

Service: Concrete

Value: \$14,481

Status: None



## Baltimore County (Maryland) B-437 On-Call Design-Build Environmental Restoration

Contract No. 00002056



### Project Description

Baltimore County, Maryland, awarded this indefinite delivery, indefinite quantity contract to EQR for provision of design, construction, maintenance and repair services on County Department of Environmental Protection and Sustainability capital improvement sites.

A total of 21 Task Orders were issued, with a wide range in dollar values from approximately a few thousand dollars to hundreds of thousands. Example Task Order work scopes included:

- Wetland mitigation construction, including sand berm construction, cobble weirs, head-cut brush bundles, seeding & mulching;
- Design and construction of SWM facility outfall repairs, including concrete and CMP control structures and channel grading;
- SWM facility forebay installation;
- As-needed repairs to SWM facilities including dredging, channel clean out, riser modifications, vegetation removal from dam embankments, principal spillway barrel repairs, fence repairs, sign installation and erosion repair;
- Construction of shoreline enhancement features (e.g., stone sill, sand fill and slope toe protection) and phragmites control;
- Planting of riparian buffers, wetlands, and streambanks;
- Non-native invasive species control in a variety of habitats including stream buffers, wetlands, stormwater management facilities and shorelines;
- Bioretention and sand filter media replacement;
- Stream restoration and stream restoration design, including protection of a high pressure gas line;
- In-stream structure correction (e.g., riffle grade control widening and deepening).

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### **Owner**

Baltimore County DEPS

### **Project Location**

Various County Locations

### **Project Type**

On-Call Design-Build Environmental Restoration

### **Contract Value at Award**

IDIQ Unfunded; Funded at Task Level

### **Final Contract Value**

\$3,362,321.17

### **Project Start Date**

11/22/2011

### **Project End Date**

11/21/2016 (fourth and final renewal option)

---

### **EQR Project No.**

2667

### **EQR Project Manager**

Kenneth Williams

### **EQR Superintendent**

Various – Task Order Dependent

### **Project Owner Representative**

Joanie Beam, DEPS Project Manager

[jbeam@baltimorecountymd.gov](mailto:jbeam@baltimorecountymd.gov)

410 887 2904

Karen Ogle, DEPS Supervisor

[kogle@baltimorecountymd.gov](mailto:kogle@baltimorecountymd.gov)

410 887 2904

Dave Riter, DEPS Supervisor

[driter@baltimorecountymd.gov](mailto:driter@baltimorecountymd.gov)

410 887 2904

111 West Chesapeake Avenue

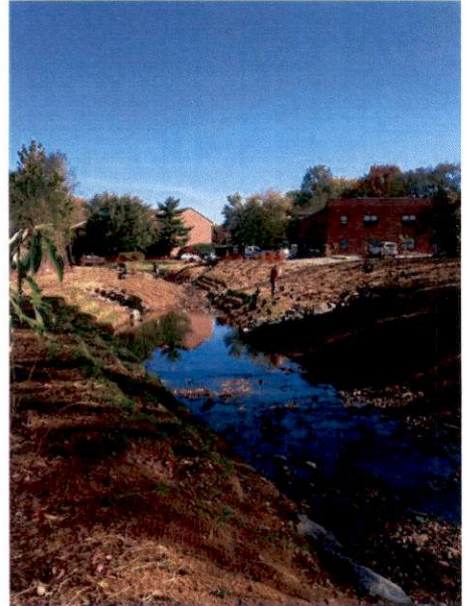
Room 319

Towson, MD 21204

### Project Highlights

The wide variety of work under the contract required close coordination among EQR's internal divisions (e.g., construction operations, ecological services and landscaping) to properly staff, schedule and resource the work. EQR accomplished that through its regularly scheduled production and scheduling meetings that involve senior management, project managers and superintendents. Urban work locations presented site space constraints and required establishing a good rapport with area property owners. Our numerous years of working in such environments have enabled our equipment operators to develop great skill in navigating and working in close quarters, and our superintendents are skilled in phasing and managing materials for limited staging areas. Emergency and certain stream work required scheduling flexibility, fast response and work completion to address urgent situations and to complete work prior to hard stop requirements, such as stream closure commencement. EQR's sophisticated scheduling and daily job tracking systems, active workload management, ability to draw upon a large number of qualified crews and experienced managers enabled us to meet short turn deadlines and urgent needs.

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## COWHIDE BAMBOO REMOVAL

### Project Background

Environmental Quality Resources, LLC was contracted by the Anne Arundel County Department of Public Works to perform the non-native invasive management "Cowhide Bamboo Removal" project.

The area of treatment covered 3,300 square yards.

### Work Scopes

The "Cowhide Bamboo Removal" project scopes included (1) mobilization, traffic control, and the installation of a temporary bridge; (2) cutting of the live and dead bamboo; (3) herbicidal treatment of the cut surface; and (4) chipping of the bamboo (and spreading chippings through the treatment area). The project included two follow-up treatments (two visits per treatment) for two consecutive years to manage re-emerging bamboo shoots.

Additionally, the project included the raking and removal of soil and rock clumps, along with follow-up topsoil and turf seed application.



### Owner

Anne Arundel County DPW

### Start Date

April 04, 2017

### Completion Date (Contract)

Year 2019

### Completion Date (Actual)

-

### Contract Value (Original)

\$56,104.25

### Change Order Value

-

### Contract Value (Final)

\$56,104.25

### EQR Bid No

2287

### EQR Project Manager

Michael Dant

410-923-8680

contact@eqrllc.com

### EQR Assistant Project Manager

Christopher Redmon



## Ken Gar Palisades Wetland Mitigation Site

Contract No. PUR-18-002-PP

### Project Description

MTA awarded this contract to EQR after evaluation of technical and price proposals. The project, part of the mitigation for the Purple Line Light Rail project, entailed wetland creation (palustrine forested (1.29 AC) and palustrine emergent (.23 AC)) and enhancement (palustrine emergent (2.55 AC)). The work involved mechanical and chemical control of NNI (*Phragmites australis*, *Typha latifolia* and *Phalaris arundinacea*), excavation and microtopography creation as well as planting and seeding with a variety of native species suited to wetland and upland areas. Other work included grading of a multi-purpose athletic field with a deconsolidated rootzone and specialized athletic field topsoil.

### Project Highlights

Work occurred within a park area, necessitating operations coordination with Maryland National Capitol Park and Planning Commission. EQR kept the community informed of its construction work via a designated liaison whom community members could contact directly. In addition, crews ensured that there were no conflicts or unsafe conditions on pedestrian trails required to be accessible during the work.



#### **Owner**

Maryland Transit Administration

#### **Project Location**

Kensington, MD

#### **Project Type**

Wetland

#### **Contract Value at Award**

\$2,360,993.80

#### **Final Contract Value**

\$2,360,040.48

#### **Project Start Date**

September 5, 2019

#### **Project End Date**

December 7, 2020

#### **EQR Project No.**

3541

#### **EQR Project Manager**

Christine Gardner, Jake Ayers

#### **EQR Superintendent**

Michael Kimble

#### **Project Owner Representative**

Gregory Cutler, Deputy Program Director – Mitigation Projects  
253-258-8934

[Greg.cutler@purplelinemd.com](mailto:Greg.cutler@purplelinemd.com)

6811 Kenilworth Avenue, Suite 400  
Riverdale, MD, 20737

#### **Project Engineer**

Patrick DiNicola, Manager  
RK&K

443-615-0225

[pdinicola@rkk.com](mailto:pdinicola@rkk.com)

700 East Pratt Street, Suite 500  
Baltimore, MD 21202

### Key Quantities

Class 1 Excavation	3,172	CY
Compost Installed	1,340	CY
NNI Treatment	17,036	SY
Wetland and Meadow Seeding	53,114	SY
Topsoil Installed	4,670	CY
Trees and Shrubs	477	Total
Plugs	19,384	Each

### Change Orders

MNCPPC directed the athletic field change. All other changes were necessitated by site conditions.

### Challenges Resolved

The NNI work required especially careful means and methods due to the sensitive nature of the site and the potential for contamination of nearby waterways. EQR deployed a specialized dam system to mitigate the possibility of herbicide migration beyond application areas. An amphibious vehicle was used to ensure thorough treatment and crew safety during herbicide application. After initial herbicide treatment, crews installed a wood mat road for excavator access to remove the NNI root mat, thereby minimizing site disturbance and promoting safe work. Work was performed by hand near tree save areas.



### Schedule Breakdown

#### **Contract Completion Requirement**

460 Calendar Days (December 8, 2020)

#### **Notice to Proceed**

September 5, 2019

#### **Construction Start Date**

February 14, 2020

#### **Construction Substantial Completion**

December 7, 2020

#### **Planting Substantial Completion**

January 11, 2021

### Major Change Orders

#### **Change Order #1**

Value: \$26,670.00

Description: Athletic Field Changes

#### **Change Order #2**

Value: \$91,073.16

Description: Additional Fill

#### **Change Order #3**

Value: \$7,078.00

Description: Goose Exclusion Fence

#### **Change Orders #4 & #6**

Value: \$1,600.00, \$2,800.00

Description: Additional Herbicide Treatments

#### **Change Order #5**

Value: \$20,887.05

Description: Additional Planting

### Subcontractors

#### **Empire Landscape LLC**

Service: Planting, Waterfowl Deterrent

Value: \$154,947.59

Status: WBE

#### **Princeton Hydro LLC**

Service: Supply and Operate Marshmaster

Value: \$5,200.00

Status: None

#### **Greenman Pedersen, Inc.**

Service: Survey

Value: \$14,350.00

Status: None



FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

PROCUREMENT DIVISION  
320 Hospital Drive, Suite 23  
Warrenton, Virginia 20186  
Phone: (540) 422-8348

February 21, 2024

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal: RFP60-24mr  
Title: Landscape and Horticulture Services  
Dated: February 1, 2024 1:00 EST  
Proposal Due Date: March 1, 2024 by 4:00PM EST

The following addresses questions which were asked by Bidders through the Bonfire portal, prior to the cutoff date for bidder questions.

Q: Could you please provide the previous awarded information and contract spend.

A: Save-A-Tree LLC and Rivas Design and Landscaping LLC were awarded contract # 14-17ckc It is estimated that our contract spend since November 14, 2017 has been \$830,000. The Department of Parks and Recreation estimates that they spend \$8,000 to \$12,000 a year for tree and shrub care such as, but not limited to, treating insects, fungus, and promoting healthy growth. They also estimate that they spend \$50,000 to \$80,000 a year for tree removal. Please note these are estimated amounts and that other departments within the County and Schools have access to use the contract(s).

Q: Who currently maintains these sites?

A: Parks and Recreation and our current vendors maintain the sites.

Q: Will specific maps and addresses be provided of the areas that need to be serviced?

A: Maps would be provided with areas. Invasive plants would be tagged for removal. After a contract is awarded, the Contractor will be asked to give an estimate as each site has different access issues.

Q: Is this only for planting of materials or will the maintenance portion be included for mowing, etc.?

A: This contract will not include mowing; however, there is a maintenance aspect to the landscaping such as pruning, fertilizing, and replacing of plants/scrubs and other follow up work as needed.

All other specifications, terms and conditions remain unchanged.

Note: Acknowledgment of this must be indicated in the space provided on the RFP Cover Sheet (page #2 of the RFP document):

*Megan L. Roberts*

Megan Roberts  
Procurement Officer III

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
INVITATION TO BID (RFP) 60-24mr  
Landscape and Horticultural Services**

**IMPORTANT NOTICE  
THIS IS AN ELECTRONIC PROCUREMENT  
SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA FAUQUIER  
COUNTY'S BONFIRE PORTAL  
<https://fauquiercounty.bonfirehub.com>**

Fauquier County Government uses an electronic procurement portal powered by Bonfire Interactive for accepting and evaluating all proposals. To register, visit the portal at the below link: <https://fauquiercounty.bonfirehub.com>. Registration is free. Additional assistance is also available at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

Submitting proposals/bids via the Bonfire portal is **mandatory**. Fauquier County Government **will not** accept proposals/bids submitted by paper, delivered by courier, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to any solicitations. Reference "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS" section in the solicitation for additional detailed information. Fauquier County Government and Public Schools strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal/bid submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Potential offerors can upload their proposal in stages or phases as they deem necessary however all requested documents must be uploaded and submitted by the due date and time of the respective solicitation.

**BID REQUEST:** Topic: Landscape and Horticultural Services    **Issue Date:** February 1, 2024, 1:00PM EST

**To be considered, Respond Electronically by:** March 1, 2024, by 4:00PM EST, via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> No mailed, faxed, or hand delivered submissions will be accepted. If necessary, any addendums will be posted on the Bonfire Portal and on the Fauquier County Government and Public Schools Procurement website which can be found at the link below: <https://www.fauquiercounty.gov/government/departments-h-z/procurement/bids-proposals> (Late responses cannot be accepted.)

**For Any Questions Perspective Offerors May Have, please submit via the Bonfire Portal.** Vendor questions shall be submitted via Bonfire Portal by February 15, 2023 by 4:00PM EST. All inquiries for additional information and any updates to this solicitation can be found at the referenced link below: <https://fauquiercounty.bonfirehub.com/opportunities/>

Period of Contract: One (1) year from Date of Award, with the option to renew for four (4) additional (1) one- year periods (see section "Contract Period" for additional details).

This solicitation is issued by the Fauquier County Government, and Fauquier County Public Schools, on behalf of the Fauquier County Board of Supervisors and Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to as "Owner" or "County" or "Schools". Vendors responding to the solicitation are referred to as "Offeror" and/or "Bidder" and post-contract award as "Contractor".

The awarded Contractor shall be expected to sign a contract with the Owner; the contract will incorporate this Invitation for Bid, the awarded offeror(s) response, and any other pertinent information by reference. The contract will be prepared, released, and executed by the County Procurement Division on behalf of the Fauquier County Government & Public Schools.

Embedded are the General Terms and Conditions, which shall be a part of every bid submitted in response thereto and incorporated by a reference into the resulting contract. In accordance with this electronic bid request and subject to all conditions and attachments, the undersigned offers and agrees to furnish the services in accordance with the submitted signed bid or as mutually agreed upon by subsequent negotiations.

In compliance with this Request for Proposal and subject to all conditions and attachments imposed therein and hereby incorporate by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

**Receipt of the following Addenda are acknowledged:**

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;    Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;    Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;

OFFEROR'S FULL, LEGAL NAME (PRINT)	F.E.I.N OR S.S. NUMBER
Street Address	City, State, Zip Code
Print Name / Title	Telephone No.
E-mail Address	Fax No.

Signature

Date

RETURN THIS PAGE ALONG WITH PROPOSAL

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**THE RFP COVER SHEET ALONG WITH THE PAGES STARED (\*) ABOVE MUST BE SUBMITTED ALONG WITH THE OVERALL PROPOSAL SUBMISSION IN THE BONFIRE PORTAL WHICH CAN BE FOUND AT: <https://fauquiercounty.bonfirehub.com/opportunities>**

**\*INDICATES REQUIRED FORMS TO BE SUBMITTED ALONG WITH PROPOSAL**

## **1.0 PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain the services of one or more qualified Contractor(s) to provide services in the specialty field of Landscape Consulting, Installation and Horticultural, and Invasive Plant Removal and Management Services for sites throughout Fauquier County on an as-required basis, in accordance with the terms, conditions and specifications contained herein. The successful Offeror shall be responsible to provide personnel, materials and expertise in performing the range of services outlined herein. This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division for the Fauquier County Parks & Recreation Department, on behalf of the Fauquier County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner" or "County" or "Schools". Vendors responding to the solicitation are referred to as "Offeror(s) or Bidder(s)" and post-contract award as "Contractor(s)". Although Fauquier County Parks and Recreation ("FCPR") is the primary department utilizing the resulting contract(s), the contract(s) may be utilized by other Owner departments, as well as the Fauquier County School Board.

The contents of the proposal submitted by the successful Offeror(s), this RFP, and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Contractor(s) will be required to sign a contract with the Owner.

## **2.0 BACKGROUND**

The Owner has the need for on-call services in the specialty field of Landscape Consulting, Installation, Horticultural, and Invasive Plant Removal and Management Services for sites throughout Fauquier County. FCPR's intent is to engage the awarded Contractor(s) to become the FCPR resource(s) to provide the Department with specialized consultation and actual implementation of services beyond Fauquier's staff expertise. FCPR is currently responsible for the care and maintenance of 54 sites comprising 996.77 acres that encompass a wide variety of terrain, plant vegetation, and trees. The Owner reserves the right to add or delete related item requirements during the term of the contract, at the prices specified in the resulting contract.

## **3.0 STATEMENT OF NEEDS**

The Contractor(s) shall furnish all necessary expertise, equipment, personnel, labor, materials and supplies to accomplish the required services, as requirements arise and at the Owner's discretion. All plants supplied by the Contractor must meet the landscape plan specifications and include a minimum of a one (1) year warranty. Services are to include, but not be limited to those listed and outlined herein. The requirements outlined herein represent the general contract intent; Offerors are encouraged to suggest other areas that should be considered for evaluation and review. Owner reserves the right to request Contractor(s) to provide additional services; the cost for additional services will be negotiated, based on a mutually agreed upon scope of work and the hourly rate per the contract, at the time they are requested, and will be added to the contract through written modification. The work may consist of consultation, landscape plan development through consultation, training, and hands-on labor.

**3.1 Potential Scope of Services:** Offerors shall briefly confirm, within their proposal response, their experience in tasks or projects within the following areas as these will likely encompass the type of project orders the Contractor would expect from the Owner.

**3.1.1 Consultation:** Conducting on-site assessments and preparing analysis reports which can be utilized to determine current conditions and current scope of work needed requirements. The reports may include but not be limited to, health and safety, growth rates, trimming or removal impacts, methods for maintaining health, structural stability, recommendations of best practices, disease and pest identification, and other such topics relating to horticulture and could include providing expert testimony before various committees and boards.

**3.1.2 Planning:** Planting and landscaping plans and standards. (Does not include Professional

Landscape Architectural Services. Fauquier will use the existing Open-End Landscape Architecture Contract for formal engineering, design and stamped plans.)

- 3.1.3 Hands-on Labor: including but not limited to the following tasks:
- 3.1.3.1 Planting, replanting, relocating and/or removing plants or trees
  - 3.1.3.2 Pruning plants and trees
  - 3.1.3.3 Treatment or management of any diseases identified
  - 3.1.3.4 Soil Testing and Analysis
  - 3.1.3.5 Application of soil amendments, fertilizers, and other similar requirements
  - 3.1.3.6 Ornamental pruning
- 3.1.4 Training of Department Staff: Conducting on-site training of staff on skills related to 3.1.1, 3.1.2, and/or 3.1.3.
- 3.1.5 Invasive Plant Removal and Management: Providing services to remove select invasive and noxious weed species from predetermined locations.
- 3.1.5.1 Treatments will include Cut and Treat, Winter foliar treatments for Evergreens, and two(2) growing season foliar treatments between May and October.
  - 3.1.5.2 Contractor will cut all invasive vines, shrubs, and trees that are designated to be cut and then treated at the base using herbicides approved in advance by FCPR.
  - 3.1.5.3 Cutting and treating are to be completed during the winter/dormant months.
  - 3.1.5.4 Cut brush may be left on site to decompose or to later be removed by FCPR staff or volunteers. An alternate price can be provided for removal of all cut brush at the time the work is complete.
  - 3.1.5.5 All other invasive species are to be foliar treated using herbicides approved by FCPR.
  - 3.1.5.6 Foliar treatments for evergreen invasive species such as English Ivy should be completed in the winter/dormant months to prevent non-target damage.
  - 3.1.5.7 Two foliar treatments should be completed for all other invasive species during the growing season, approximately between May and October.
  - 3.1.5.8 In subsequent years, invasive plant management will be planned and implemented annually with the initial treatments described above requiring the most labor and attention.
- 3.1.6 Examples of Services:
- 3.1.6.1 Listed below are examples of the types of services the resulting contract could cover:
- Primary list of services:
- Ornamental pruning plan
  - Ornamental pruning
  - Ornamental fertilization
  - Staff training on plant and tree identification
  - Staff training on plant and tree pruning
  - Landscape plans (Not to include professional Landscape Architectural Services)
  - Replace shrubs
  - Soil Testing and Analysis
  - Understanding and actively participating in Environmental, Health & Safety responsibilities by following established best policy, procedures, and training
- Secondary list of services as budget and needs allow:
- Identify flowers, grass, and ornamental trees & plant types
  - Inventory flowers, grass, and ornamental trees & plants
  - Site evaluation – Long term strategy
  - Identify and control diseases
  - Identify and control pests

#### 4.0 **ADDITIONAL INFORMATION**

- 4.1 All chemical applicators must be certified by the State of Virginia and must comply with all safety rules, regulations and all associated state and local codes.
- 4.2 The selected contractor will be required to schedule all applications in advance with FCPR.
- 4.3 All herbicides must be approved in advance by FCPR before application and the appropriate material safety data sheets (MSDS) provided to FCPR for all chemicals used prior to application.
- 4.4 The selected contractor is required to work with FCPR staff to set safe work zones for both mechanical and chemical work being completed and meet all requirements for posting public notice of applications and limiting access as required to the general public.
- 4.5 The selected contractor will not over apply chemicals to any areas.

#### 5.0 **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

##### 5.1 **General Requirements**

- 5.1.1 RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP.
  - 5.1.1.1 Bidders are reminded that submissions will only be accepted electronically via Fauquier County's Bonfire Portal at this link: <https://fauquiercounty.bonfirehub.com/portal>
  - 5.1.1.2 Bids cannot be submitted after the due date/time as the Bonfire Portal will not allow for late submissions. All questions pertaining to this solicitation must be submitted via the Bonfire Portal for this specific solicitation in the "Messages" section. It is requested that all questions be submitted by February 15, 2024 @ 4:00PM (EST) so that they may be addressed to allow for ample time to prepare submission responses. Any changes resulting from questions will be issued as a written addendum to the solicitation.
  - 5.1.1.3 The Offeror shall make no other distribution of the proposal.

##### 5.2 **Proposal Preparation**

- 5.2.1.1 An authorized representative of the Offeror shall sign the proposal. Offerors shall submit all information requested; failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 5.2.1.2 **Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number and repeat the text of the requirement as it appears in the section of the RFP.** If a response covers more than one page, the paragraph number 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 where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the

project, and which respond to the Statement of Needs described. In order to be considered for selection, Offerors must submit a complete response to the RFP.

5.2.1.3 Ownership of all data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided with this RFP with their proposal response. The Owner reserves the right to ask for additional clarification prior to establishing protection.

- Offeror shall provide a redacted copy of its proposal, removing all confidential and **proprietary information**, fit for public dissemination, in the event the Owner must respond to a Freedom of Information Act request.
- Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

### 5.3 Specific Proposal Requirements

Offerors shall include the following elements in their proposal response:

5.3.1 Complete and return as part of your proposal, the Certification Page, this completed RFP, and any addenda acknowledgements signed and completed as required.

5.3.2 Offeror's Qualifications: Brief narrative of the Offeror's organizational structure, proposed contract team, qualifications, education and resources of personnel to be assigned to a resulting contract. A list of potential sub-contractors or sub-consultants, if they are used for the hands-on labor component that might be utilized to meet the requirements outlined herein, including their area of expertise and qualifications. Copies of all staff certifications via local, state and/or nationally accredited associations in the applicable fields of horticulture, arboriculture, agronomy, landscaping, as well as, Pesticide Business License and Pesticide Applicator Certificates as applicable.

5.3.3 Offeror's Experience, Methodology and Approach: Brief narrative of the Offeror's experience, methodology and approach in providing the services noted in Section

5.3.3.1 Length of Offeror's relationship with their proposed sub-contractors and/or sub-consultants, if any, to demonstrate successful implementation of consulting suggestions via the hands-on labor component outlined in Section 3.1.3.

5.3.4 References: Include at least three (3) recent references for projects or contracts of similar size and scope within this section, providing the project/contract description and the company name, address, phone, and e-mail contact for the person the Offeror most closely worked with on the project.

5.3.5 Fees: An itemized breakdown of all fees associated with providing the proposed services as listed in Section 3.1, including but not limited to: planning, training, fertilizing, planting, pruning, soil testing/analysis, disease control, management of invasive and noxious species; to include firm, fixed hourly rates for consulting and hands-on labor personnel and additional equipment. Specify a percentage-off discount of list price for providing plants, materials and supplies. Offeror must specify what list will be used to provide percentage off discount, i.e. specific retail or wholesale. At Owner's request, Offeror will provide the specified price list within five (5) days of request, throughout contract period. All fees shall be FOB Destination, and include shipping, handling and all charges that may be imposed in fulfilling the terms of

the contract, including travel. Offeror's comprehension and acceptance of the method of ordering services/ project orders as outlined herein.

## **6.0 EVALUATION AND AWARD CRITERIA**

- 6.1 Evaluation Criteria. An Evaluation Committee will evaluate the proposals using the following criteria:
- 6.1.1 Offeror's proposed contract/project team, qualifications, proposed subcontractors, and resources to provide the work herein. 25 points
  - 6.1.2 Offeror's demonstrated relative experience, methodology and approach. 40 points
  - 6.1.3 References. 10 points
  - 6.1.4 Proposed detailed fees for consulting, hands-on work (labor) and percentage-off discount price list for plants/materials. 25 points
- 6.2 Award of Contract: Selection shall be made of one or more Offeror(s) deemed to be fully qualified, responsible, and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. Negotiations shall be conducted with the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror(s) which, in its sole opinion, have submitted the proposal representing the best value to the Owner, and shall award the contract to those Offeror(s). The Owner may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359, Code of Virginia). Should the Owner 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 Owner reserves the right to request interviews with top-ranked Offeror(s) as part of the evaluation process. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

## **7.0 CONTRACT PERIOD**

The period of this contract shall be one (1) year from Date of Award. The Owner shall have the right to renew this agreement for four (4) additional one (1) year periods under the same terms and conditions of the original contract except as stated in 7.1, 7.2 and 7.3 below. The Contractor warrants that the rates, prices and percentage off discounts for services, plants, materials and supplies as stated in Offerors proposal and subsequent negotiations, as mutually agreed upon, shall remain firm for a period of not less than one year from the first date of the contract period. Adjustments to any rates, prices and percentages may be negotiated only during the sixty (60) day period prior to renewal. The Owner shall give the Contractor written notice of renewal approximately sixty (60) days prior to the expiration date of this agreement.

- 7.1 If the Owner elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for any additional year shall not exceed the current contract price(s) increased/decreased by no more than the percentage increase/decrease of the CPI-U Table 7 "Other goods and services" section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 3%, whichever is less. Such price adjustment shall be by the same percentage, or less, as documented and the contract shall be modified accordingly.
- 7.2 If there are price adjustments: the increased rates shall not apply to purchase orders received by the Contractor prior to the effective date of the increased contract prices.
- 7.3 Such requested price increases shall become effective only upon approval by the Procurement Manager,

and only after a modification by written amendment to the original contract is signed by both the Contractor and the Procurement Manager.

## **8.0 METHOD OF ORDERING SERVICES/PROJECT ORDERS:**

### **8.1 Types of Project Orders:**

8.1.1 **Lump Sum Fee Project Orders:** Lump sum fees shall be negotiated individually based on the negotiated contract rates, for each project and issued as a separate Purchase Order.

8.1.2 **Hourly Rate Project Orders:** When the scope of services involves work of such nature that the Contractor cannot reasonably estimate the time which would be required to provide the services, the Contractor may agree to an Hourly Rate Proposal using the awarded contract rates. The invoice will be based on the actual hours worked multiplied by the contract hourly rates and other approved expenses. A maximum Project Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Project Orders. When an Hourly Rate Project Order is used, the Contractor shall submit detailed time records, documentation for other expenses, and such other evidence as the Owner may require supporting their billing request.

8.2 The Owner or authorized representative will request a lump sum fee or hourly rate proposal for each project. At its own expense, the Contractor shall visit the site, if required, and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Contractor's contract rates, for accomplishing the work. Each proposal prepared by the Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules.

8.3 Each Project Order will be reviewed and approved in writing by the Owner prior to Contractor initiating any work. If any Project Order appears indefinite, unclear, or contradictory, the Contractor shall consult with the Owner's representative for interpretation and clarification prior to the Contractor's commencement of work on that Project Order. The Contractor shall be responsible for conveying the interpretation and /or clarification of any Project Order to its employees, agents, or subcontractors. Contractor shall be responsible for any work not expressly set out in any Project Order but which may be reasonably implied for proper completion of the Project Order. If the Owner requires the Contractor's attendance at multiple meetings on site, the Owner will convey this with their project order.

8.4 Following successful negotiations, the Owner will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract and forward to the Procurement Division. Once the Procurement Division has processed (and assigned a number) the Owner may authorize the Contractor to proceed with the work.

8.5 The Contractor shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division. The Purchase Order will serve as the Notice to Proceed. The Contractor assumes all risk and financial liability for any services rendered without such proper authorization.

8.6 Should additional services be requested beyond the scope of any executed Project Order/Purchase Order, adjustments to the contract amounts shall be negotiated and a written change order issued authorizing the additional work.

8.7 The Contractor's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.

## **9.0 METHOD OF INVOICING AND PAYMENT**

9.1 **Invoicing:** The Contractor shall submit invoices for services which shall note the contract number and applicable Owner purchase order number. The Contractor shall send invoices directly to the Owner

department as noted on the purchase order.

- 9.2 Payment: The Contractor shall be paid in accordance with invoice(s) submitted. Owner will make payment within forty-five (45) days of receipt of accurate and complete invoice.

**10.0 CONTRACT ADMINISTRATION**

The successful administration of this contract will require close coordination of the Contractor and the Owner's representatives. The Procurement Division has designated the Parks and Recreation Regional Superintendent(s) or their designee(s) as the Contract Administrator(s). Unless otherwise authorized by the Owner, all work, including site access, shall be coordinated, and scheduled with the designated Owner representatives. The Owner's representatives have the authority to monitor contract performance in accordance with the provisions of the contract. They shall report any problems or deviations observed which may violate the provisions of the contract to the Procurement Division. The Owner's representatives will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made to the contract must be authorized by the Procurement Manager and issued as a written amendment to the Contract.

**11.0 OWNERSHIP OF DOCUMENTS:**

Any reports, studies, plans, photographs, negatives, or other documents prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted to the Owner by the Contractor upon completion, termination or cancellation of the contract. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the Owner.

**12.0 INSURANCE REQUIREMENTS**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage required in the Insurance Checklist at the time of award. The Owner requires the Offeror to furnish a compliant Certificate of Insurance within five business days of request. The Offeror further certifies that they will maintain the specified coverage during the entire term of the contract and that insurance companies providing all insurance coverages are authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**13.0 STATE CORPORATION COMMISSION**

State Corporation Commission (SCC) registration requirements effective July 1, 2010. Proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions. Offerors shall use the form provided to furnish their State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804)371-9733 or at [www.scc.virginia.gov/default.aspx](http://www.scc.virginia.gov/default.aspx). Failure to include this form with the proposal submission may result in rejection of the proposal

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

*Revised 08/05/2021*

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Officer or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Officer's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Officer to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED**: It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Officer's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### ***CONDITIONS OF BIDDING***

3. **CLARIFICATION OF TERMS**: Unless otherwise specified, if any Bidder/Officer has questions about the specifications or other solicitation documents, the prospective Bidder/Officer should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS**: **Failure** to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS**: Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Officer to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.
  - a. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Procurement Division.
  - b. Late bids/proposals/modifications will be returned to the Bidder/Officer UNOPENED, if solicitation number, acceptance date and Bidder/Officer's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS**:

A Bidder/Officer for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

  - a. Bids/Proposals may be withdrawn on written request from the Bidder/Officer received at the address shown in the solicitation prior to the time of acceptance.
  - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.
  - c. No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Officer or of another bidder/Officer in which the ownership of the withdrawing bidder/Officer is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Officer that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS**: When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Officer. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Officer.

Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1 IFB/RFP NUMBER  
TITLE  
BID/PROPOSAL DUE DATE AND TIME  
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all 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.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish

a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

## ***SPECIFICATIONS***

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner 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 is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner 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 a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted, and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Officer shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

## ***AWARD***

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Officer's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Officer to perform the work/furnish the item(s) and the Bidder/Officer shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Officer's physical facilities prior to award to satisfy questions regarding the Bidder's/Officer's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Officer fails to satisfy the Owner that such Bidder/Officer is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

## ***CONTRACT PROVISIONS***

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the 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 Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.

30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  - The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
  - Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid 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 Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeree's certify to the Owner 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, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. 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. (*Code of Virginia*, § 2.2-4343.1(E)).

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

- During the performance of this contract, the Contractor agrees as follows:
    - 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.
    - 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.
    - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - The Owner 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 Owner a credit for any savings. Said compensation shall be determined by one of the following methods:
    - By mutual agreement between the parties in writing; or
    - By agreeing in writing 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 Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
    - 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 Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved

in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. 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 Owner or with the performance of the contract generally.

- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

37. **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 a 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 prohibition; (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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance 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.

- a. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- b. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in

the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner's website(s) or third-party programs accessed through Owner's website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled "Accessibility of State and Local Government Websites to People with Disabilities," available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm) or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner's web accessibility policy.

## ***DELIVERY PROVISION***

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

## ***BIDDER/CONTRACTOR REMEDIES***

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken.

This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.

54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60- day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

## SPECIAL TERMS AND CONDITIONS

### 1. USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
  - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
  - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
  - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.  
The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

### 2. PROTECTION OF PERSON AND PROPERTY: The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the General Terms and Conditions.

### 3. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Owner satisfaction at the Contractor's expense.

## INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> (figures denotes minimum)
<u>X</u>	1. <b>Workers' Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. <b>Prof. Errors and Omissions</b> Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. <b>Garage Liability</b>	5. \$1,000,000 CSL Each Occurrence
—	6. <b>Garage Keeper's Legal Liability</b> Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. <b>Umbrella Liability</b> Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. <b>Other Insurance:</b> Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier</b> County Public School Board as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

## OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

Revised 4/8/2021, Proc/HR

**RETURN THIS PAGE**

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
LANDSCAPE AND HORTICULTURAL SERVICES**

**CONTRACTOR DATA SHEET**

- 1.     QUALIFICATIONS OF BIDDER: Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.
  
- 2.     YEARS IN BUSINESS: Indicate the length of time you have been in business providing landscape an horticultural service: \_\_\_\_\_ Years \_\_\_\_\_ months.
  
- 3.     REFERENCES: Indicate below a listing of at least three (3) recent or present contracts in which you have provided this type of work of the size and scope specified.

<u>Client Name and Address</u>	<u>Contact Person and Phone Number</u>	<u>Period of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check Applicable Box:  
Corporation ☐ Partnership ☐ Individual ☐ Joint Venture ☐ Other ☐ \_\_\_\_\_

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## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.
- B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.
- C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**RETURN THIS PAGE**



**Fauquier County**  
**and**  
**Fauquier County Public Schools**



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**CERTIFICATION OF  
NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

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Company Name

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Contract # and Title

---

Company Address

---

Company Phone Number

---

Print Name of Authorized Representative

---

Authorized Representative Title

---

Authorized Representative Signature

---

Date

**RETURN THIS PAGE**

**PROPRIETARY INFORMATION:**  
**(MARK NOT APPLICABLE IF THERE IS NO PROPRIETARY INFORMATION)**

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the Fax-Email Back Proposal Request shall belong exclusively to the Owner 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 Freedom of Information Act, however, 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 material is submitted. The written notice must specifically identify the data or 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 or proprietary information.

**NOTICE OF PROPRIETARY INFORMATION**  
**Confidentiality References Protection in Accordance with the Code of Virginia,**  
**Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**NOTICE OF PROPRIETARY INFORMATION (CONTINUED):**

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or partnership. "See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

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