



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU-6078

This contract entered into this 30th day of June, 2021, by HGS, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 21, 2021 through July 20, 2022 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal THW-1113 dated April 27,2021:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated May 25, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated June 22, 2021.

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

CONTRACTOR:

By: [Signature]
(Signature)
Michael Perry
(Printed Name)

PURCHASING AGENCY:

By: [Signature]
(Signature)
Theresa H. Wenschel
(Printed Name)

Title: Region Operations Director

Title: Buyer specialist



Negotiation
Summary

1. Contact information for HGS:

Wells Larson

Phone – C: (804) 338-7776 O: (703) 393-4844

Email – mlarson@res.us

2. Emergency Contact is Wells Larson contact numbers above. Emergency Hours: M-F 6 p.m. – 11 p.m. Sat -Sun 8 a.m. – 6 p.m.

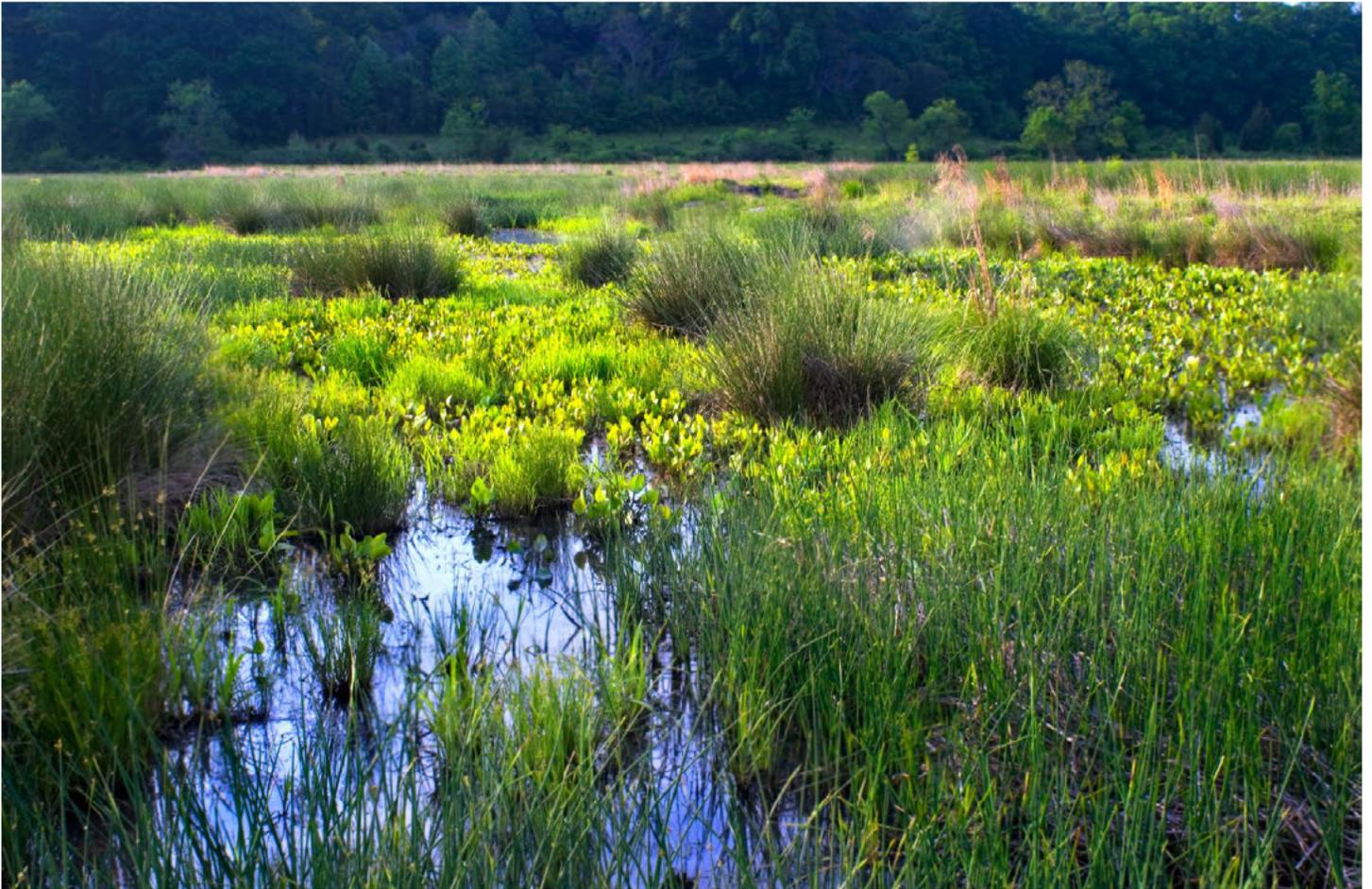
3. See Pricing Schedule attached. The University will only pay what’s agreed upon in the pricing schedule. Therefore, pricing is set and there shall be no additional fees and/or expenses charged to the University without prior approval.

	Normal Working	Emergency hours
Services		
Principal	\$175.00 per hour	\$230.00/hr
Certified Safety Professional/Sr. Project Manager	\$140.00 per hour	\$210.00/hr
Environmental Engineer/Professional Geologist	\$140.00 per hour	\$210.00/hr
Project Manager	\$135.00 per hour	\$190.00/hr
Equipment Manager	\$126.00 per hour	\$190.00/hr
Responsible Land Disturber	\$95.00 per hour	\$158.00/hr
Staff Geologist	\$110.00 per hour	\$158.00/hr
Environmental Scientist	\$110.00 per hour	\$158.00/hr
Draftsperson/ CADD Operator	\$80.00 per hour	\$115.00/hr
Field Technician	\$75.00 per hour	\$110.00/hr
Administrative/Documents Manager	\$65.00 per hour	\$100.00/hr
Supervisor	\$110.00 per hour	\$158.00 per hour
Laborer	\$45.00 per hour	\$65.00 per hour
Vacuum Truck and operator services	\$375.00 per hour	Daily Mobilization Fee: \$400.00
Confined Space Entry cost per crew(# crew members)	\$185.00 per hour	Daily Mobilization Fee: \$250.00
Liquids Hauling Charge	per gallon	\$0.10



Solids Hauling Charge	per gallon	\$0.15
Pressure Wash Fee	\$1500.00 per event	
Equipment		
Trackhoe	\$675.00 per day	
Mini Excavator	\$425.00 per day	
Backhoe	\$465.00 per day	
Skid Steer	\$325.00 per day	
Single-axle dump	\$300.00 per day	
Tandem Axle Dump Truck	\$695.00 per day	
Service truck (4 hour minimum)	\$625.00 per day	
CCTV Equipment with Trailer	\$1200.00 per day	
Dewatering Pump {6"} and Hoses	\$300.00 per day	
Chipper	\$375.00 per day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	\$55.00 per ton	
Class I Rip Rap	\$85.00 per ton	
Clearing and Grubbing Crew cost per crew(# crew members)	\$185.00 per hour	Daily Mobilization Fee: \$200
Erosion Control Mat with Staples	\$330.00 per roll	
Soil and water analysis {standard turnaround}		
-characterization	\$175.00	
-Total petroleum hydrocarbon (TPH)	\$175.00	
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)	\$300.00	

Date: 6/22/2021



James Madison University

Stormwater Structures Maintenance

RFP #THW-1113 | May 25, 2021 at 2:00 PM

Jason Murnock
Client Solutions Manager
jmurnock@res.us | 540.905.4245

RFP# THW-1113

Issue Date: 04/27/2021
Title: Stormwater Structures Maintenance
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on May 25, 2021 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Terri Wuenschel, Buyer Specialist, Procurement Services, wuenscth@jmu.edu; 540-568-7209; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

HGS, LLC
5367 Telephone Rd
Warrenton, VA 20187

By:


(Signature in Ink)

Name:

Michael Peny
(Please Print)

Date: May 25, 2021

Title: Region Operations Director, East

Web Address: res.us

Phone: 703.393.4844

Email: mpeny@res.us

Fax #: 571.535.3525

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ___ #2 ___ #3 ___ #4 ___ #5 ___ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒ SMALL; WOMAN; MINORITY *IF MINORITY*: AA; HA; AsA; NW; Micro

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



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Introduction

HGS, LLC, formerly doing business as Angler Environmental, a wholly-owned subsidiary of Resource Environmental Solutions, LLC (together with all of its subsidiaries and affiliates, "RES")¹, is pleased to submit the enclosed proposal to James Madison University (the University) in response to Request for Proposal THW-1113 *Stormwater Structures Maintenance*. Should you have any questions regarding RES' response or require additional information, please contact the assigned **Project Manager for this contract, Ethan Cassee**. Mr. Cassee may be reached by phone: 703.393.4844 or via email: ecassee@res.us. Thank you for your consideration of RES.

Section 2. Plan and Methodology

RES' project approach is to develop a working partnership with our client, and any other project stakeholders, in order to ensure successful implementation of the complex, environmental projects that are our specialty. The key personnel selected for this Stormwater Structures Maintenance Contract with the University will make sure each task is done right the first time, recognizing that open and direct communication is our best tool for this. As a firm, we have been recognized time and again on our ability and willingness to initiate and follow through on this team approach to projects. Obtaining input as the project occurs will ensure a product with which everyone is proud.

Quality begins with a clear understanding of the scope and requirements of each task. Upon award, RES will solicit feedback from the University regarding internal systems, including invoicing and management protocol, to ensure we are working within your system appropriately and efficiently. Upon issuance of a task order, Mr. Cassee will coordinate with University staff to determine project background and client expectations. Project purpose, goals, and scope will be discussed with the University. RES will obtain the University's background data initially acquired for the stormwater management facilities.

We will consistently communicate our understanding of the project scope and the steps and timeframes to complete each task. Depending on the complexity and sensitivity of a given task, this communication may take the form of regularly scheduled or periodic meetings, as preferred by the University, with appropriate University staff (and any other project stakeholders). If we have several tasks being performed in parallel on this contract, we will treat our work as a program and manage its execution as if RES were part of the University's staff. We will communicate our progress to you throughout the duration of the project and maintain all coordination through Mr. Cassee, primarily. We will request feedback periodically from the University as to how we can operate more effectively.

Depending on the length of the task, RES will hold regular check-in meetings (weekly or bi-weekly) with the involved project staff to update this schedule and cost data. This regular check-in will serve to remind project managers of budget and time restraints. If a subcontractor is handling the task, these meetings will include the primary subcontractor contact as well as appropriate staff.

Stringent Quality Assurance / Quality Control (QA/QC) measures are built into the project management philosophy of the RES team. RES will assume primary responsibility for individual project implementation and overall coordination with the University. **Jason Murnock, CPESC, CPSWQ, RES' Client Solutions Manager for Virginia, and QA/QC Manager** for this project, will provide task by task quality checks and ensure efficient coordination takes place between the project manager and the University. Mr. Murnock will provide senior oversight for the contract as a whole to ensure efficient team coordination.

Once QA/QC measures are in place and the project manager is apprised of project goals and timelines, a master schedule and cost analysis will be prepared by the assigned project manager and sent to Mr. Murnock for approval prior to project commencement. This will include the allocation of resources necessary to complete each project on time and within the defined budget.

As this is an on-call contract, we cannot give a specific timeframe or schedule until specific task orders arise. RES will, however, prepare for task assignments by reserving a reasonable amount of staff time and resources in its corporate

¹ For the purposes of a qualitative evaluation of this Proposal, HGS and RES should be viewed as a single entity ("RES") in our experience. We are one company with a singular vision and proven track record of implementing the creative solutions sought by JMU.



schedule in case a University task were to arise. We will also check in with the University on a quarterly basis (at minimum) to see if any projects are expected to be assigned to the contract within that quarter. We will utilize this information to plan accordingly around staff and equipment schedules within RES and its subcontractors.

RES will manage the contract primarily out of its Northern Virginia office in Warrenton. This location is roughly 98 miles, or 1.5 hours, from the University and is well within our service area. RES has multiple construction and stormwater crews based from this office, which is a regional construction hub location, and any / all RES equipment necessary for work at the University can be easily transported from this location. Please see **Attachment A** for a complete list of RES equipment.

Section 3. Qualifications

3.A. Firm Overview

RES is a national operating company focused on restoring a resilient earth for a modern world, project by project.

As the nation's largest ecological restoration company, RES supports the public and private sector with solutions for environmental mitigation, stormwater and water quality, and climate and flooding resilience. RES has a unique operating model for delivering ecological uplift, based on science-led design, full delivery, long-term stewardship, and guaranteed performance. RES designs, builds, and sustains sites that preserve the environmental balance, lifting impaired ecosystems into restored health and ultimately, self-sufficiency.

RES works closely and creatively with developers, operators, landowners, and regulatory agencies to balance the needs of the client, community, and the resource. Our operating model is built around this approach. We employ teams covering the full project lifecycle, combining in-house analytics and technical expertise with implementational resources and capabilities.

RES was founded in 1999 and we have helped clients successfully permit more than 3,900 projects, creating rich, high-functioning ecosystems as part of each permit. Our clients include local and state governments, large mining operators, energy production companies, energy transmission companies, Fortune 500 companies, departments of transportations, and other public-sector organizations. RES now employs over 770 dedicated staff in 30 operational hubs across the country, including regional offices in Warrenton, Charlottesville, Annandale, and Richmond.

RES delivers customized solutions tailored to our clients' needs. RES' internal resources include environmental, health, safety, and security (EHS&S) staff, land acquisition specialists, wildlife biologists, Rosgen IV certified stream designers, professional wetland scientists, engineers, hydrologists, QA/QC oversight teams, field ecologists, regulatory project managers, analysts, certified foresters, arborists, landscape architects, construction managers, superintendents, and field crew members as well as supporting project controls, government affairs, public relations, financial, legal and analytical staff.

RES' experience includes:

- Restoration, enhancement, and preservation of 62,637 acres of wetlands
- Restoration of over 400 miles of streams
- Design and construction of over 350 stormwater management facilities
- Reductions of over 280 tons of water quality nutrients
- Rehabilitation, preservation, and/or management of over 15,000 acres of special-status species habitat
- Currently conduct monitoring and maintenance (including invasive species management) for over 50,000 acres of mitigation habitat
- Successful close-out of over 100 mitigation sites
- Permitting and development of over 200 permittee-responsible mitigation projects
- Design, permitting, management, and development of 138 wetland, stream, species and conservation banks
- Delivery of 20,000 acres of custom, turnkey mitigation solutions
- Planting of over 20,000,000 trees across all operating regions
- Development and operation of nurseries in six states including the largest coastal nursery in Louisiana
- Facilitation of compensatory mitigation and nutrient offsets for over 3,980 federal and state permits

We draw on our dedicated, in-house resources and deep experience across all phases of ecological restoration projects in defining our project approach, which seeks to balance performance and cost in the manner that is most beneficial to our clients.



As a design-build firm, RES' specialized construction staff, operators, and equipment (\$24M worth) work with in-house ecologists, engineers, and inspectors to complete water resource projects of all types. This includes pond and lake management, stormwater management (SWM) facility maintenance and retrofits, stream and wetland restoration, and Low Impact Development (LID) installation. As mentioned previously, RES has assessed, maintained, or repaired hundreds of ponds throughout the Mid-Atlantic Region, restored over 400 miles of stream channel, created over 62,637 acres of wetlands, and installed or retrofitted over 350 stormwater facilities, all with in-house crews and equipment.

In recent years, RES has maintained over 600 commercial and residential wet ponds for optimal functionality. In addition, we have managed over 300 dry basins. Our SWM facility maintenance programs are customized in scope and timing to effectively address both functionality and aesthetic issues in Best Management Practice (BMP) facilities. We are dedicated to working with each individual BMP to enact a monitoring and maintenance program specialized to its needs.

RES clientele spans both the private and public sectors. While our private sector clients include national homebuilders, major utility providers, general contractors, homeowner associations, and developers, RES has also completed projects for the following public entities (not an exhaustive list):

County / Locality

- City of Newport News, VA
- City of Hampton, VA
- City of Chesapeake, VA
- City of Manassas, VA
- Chesterfield County, VA
- Fairfax County, VA
- Town of Warrenton, VA
- City of Richmond, VA
- Hanover County, VA
- Prince William County, VA
- Montgomery County, MD
- Baltimore County, MD
- Harford County, MD
- Howard County, MD
- St. Mary's County Department of Public Works and Transportation, MD
- Maryland Eastern Shore RC&D Council, MD
- Maryland National Capital Park and Planning Commission
- Washington Suburban Sanitary Commission

State

- Virginia Department of Transportation
- Virginia Department of Military Affairs
- Virginia Department of Conservation & Recreation
- Virginia Department of Game & Inland Fisheries
- Maryland State Highway Administration

Federal

- US Army – Ft. Eustis
- US Navy – Dahlgren Naval Base & Quantico Marine Base
- US Air Force
- US Fish and Wildlife Service
- US Army Corps of Engineers
- US Army – Fort Belvoir



Throughout our 21 years as the Mid-Atlantic's premier environmental service company, RES has held multiple on-call contracts including, but not limited to:

- Arlington County, VA, Inspections Maintenance and Reporting for Stormwater Management Facilities. 2014-2019 (**see reference projects**)
- Fairfax County, VA, Maintenance Monitoring and Reporting for Stormwater Management Facilities. 2019 – Present (includes maintenance to over 1,500 dry ponds) (**see reference projects**).
- City of Hampton, VA, Stormwater Facilities Maintenance On-call. 2018 – Present
 - Currently being ridden by City of Chesapeake. 2019 – Present
 - City of Richmond rode to complete Haxall Canal dredging (**see reference projects**)
- Fredericksburg District Stormwater Management Facility Maintenance Services, Virginia Department of Transportation. 2014 – 2019.
- Statewide Wetland & Stream Maintenance & Monitoring, Virginia Department of Transportation. 2014-2019. Up to \$1,000,000 per year. Statewide VA.
- Pond & Fountain Maintenance, City of Manassas, VA: 2014 – 2017. City of Manassas, VA.
- On-Call Design-Build Environmental Restoration Services, Harford County, MD Public Schools. 2014 – 2019.
- On-Call Maintenance, Repair, and Stabilization of Stormwater/Drainage Facilities, Harford County, MD. 2007-2016. \$500,000 Est. per year (No cap). Riders: City of Bel Air, MD.
- On-Call, Design-Build Environmental Restoration Contract, Baltimore County, MD Department of Environmental Protection & Sustainability. 2012 – 2017. \$5,000,000 over 5 Years. Riders: Harford County, MD Public Schools.
- On-Call Design-Build Environmental Restoration Contract, Baltimore County, MD Department of Public Works. 2014 – 2019. \$6,000,000 per year.
- On-Call Stormwater and Watershed Management Evaluation/Design/Build Services, Howard County, MD. 2012 – 2016 (Subcontractor to McCormick Taylor). \$4,000,000 Est. over 4 years (No Cap).
- Stormwater Management and Stream Restoration Construction Contract, Montgomery County, MD. 2009 – 2014. \$1,200,000 Est. per year (No cap). Riders: Arlington County, VA; City of Takoma Park, MD; MD National Capital Parks and Planning Commission; The Columbia Association; Washington Suburban Sanitary Commission.
- IDIQ Contract for Work in Environmentally Sensitive Areas of Sligo Creek Basin, Washington Suburban Sanitary Commission. 2012 – 2015. Up to \$18,000,000 over 3 years.
- IDIQ Contract for Sewer Main, Sewer House Connection and Sewer Manhole Repair, Replacement, and Rehabilitation in Environmentally Sensitive Areas within Little Falls and Rock Run Basins in Montgomery County, MD, Washington Suburban Sanitary Commission. 2013 – 2016. Up to \$7,500,000 over 3 years
- IDIQ Contract for Sewer Main, Sewer House Connection and Sewer Manhole Repair, Replacement, and Rehabilitation in Environmentally Sensitive Areas within the Lower Anacostia, Beaverdam, and Mattawoman Basins in Prince George's County, MD, Washington Suburban Sanitary Commission. 2013 – 2016. Up to \$11,250,000 over 3 years.

3.B. Expertise and Qualifications for this Contract

RES' Stormwater Compliance Division provides a number of services to protect our clients from the liability associated with the National Pollutant Discharge Elimination System (NPDES) and the Virginia Stormwater Management Program (VSMP), which regulate point source discharges of pollutants. Our compliance capabilities span from SWM facility engineering and design, permitting, active and post-construction inspection, routine maintenance, repair, and full-scale retrofit.

3.B.i. Engineering

RES' watershed engineers possess specialized environmental training on top of a strong foundation in civil engineering. Their concentrated yet comprehensive focus on water resources enables RES engineers to provide all components of watershed and stormwater analysis, planning, and design. In addition to stream and wetland design, RES services related to erosion and sediment (E&S) control planning include but are not limited to master stormwater management plans, low impact development plans, post-construction stormwater BMP designs, stormwater conveyance, drainage procedures, access road grading, stream crossing design, water quality and quantity evaluations, wetland and stream mitigation design, and floodplain studies.



3.B.ii. Permit Registration

RES has 15 years of experience assisting our clients with all aspects of compliance with Construction General Permits (CGP), or stormwater discharge permits. In these years, we have provided stormwater compliance services to almost 400 projects. One of the first steps in RES' stormwater compliance program is to assist clients in registering for the proper permit to discharge stormwater from an active construction site in its respective state. As part of this process, RES generates a Stormwater Pollution Prevention Plan (SWPPP), customized to each site, which describes the best management practices to minimize the discharge of pollutants from land disturbing activities.

RES SWPPPs are tailored to the unique identities of each project, which range from mixed-use developments to linear projects to urban in-fill lot developments. We create an easy to update plan that satisfies agencies' requirements for a "living document." Furthermore, because we design SWPPPs with our client's existing stormwater practices in mind, we provide procedures that are easily incorporated into day-to-day duties.

3.B.iii. Inspections

Fundamental to RES' compliance services is screening, or inspecting, onsite E&S control BMPs for compliance with the CGP, including all structural and non-structural controls. Once land disturbance is initiated, our third-party inspections routinely assess the condition of structural onsite controls, such as silt fencing, inlet protection, sediment basin function, etc., as well as non-structural controls such as hazardous materials housekeeping, training of personnel, placement of portable toilets, and the stabilization of disturbed areas, etc.

Our team of E&S control inspectors, all certified with DEQ erosion and sediment control inspector and/or stormwater management inspector licenses, has meticulously distinguished itself from other inspection providers through sincere dedication to a higher level of oversight. Standard onsite protocol includes walking each site, meeting personally with superintendents to review and clarify findings before departure, conducting all aspects of onsite recordkeeping, and representing our clients during agency visits. Our reports are customized for each client's needs, and our thoroughness and commitment to 100 percent compliance has resulted in providing quarterly, fourth-party inspections in some cases (i.e. overseeing our competitor's inspections). We are also unique in that our inspection reports not only describe any corrective actions in writing, but we show an accompanying map of the site with all corrective action areas identified. We have an internal app that shows all results to our clients in real-time, if desired.

3.B.iv. Post Construction Stormwater Management Plans

RES' integrated experience with the design, construction, and inspection of stormwater management structures enables RES to provide practical and low maintenance stormwater management solutions for post-construction conditions. Our experience with stormwater management implementation engenders post-construction planning that utilizes project space more efficiently and ensures maximum function in the future.

Our staff of engineers, landscape architects, and biologists has developed numerous, long-term maintenance plans for local governments, homeowner associations, and wildlife management areas. These have included wet ponds, dry detention basins, wetland enhanced basins, open space buffers, water quality swales, bio-retention facilities and rain gardens. Our designs consistently prove superior in terms of actual constructability due to our engineers' daily collaboration with our Ecological Construction professionals, who provide our design staff real-world insight.

3.B.v. Maintenance / Construction

In addition to RES' ability to provide stormwater compliance services such as design, permitting, and inspections, we set ourselves apart in our ability to perform all aspects of SWM maintenance and construction as well. Equipped with low-impact equipment and specialty-trained crews and operators, we are capable of a full range of SWM construction tasks, from small-scale maintenance of BMPs to extensive construction of new facilities. As a result, RES can offer comprehensive construction support for SWM tasks, or perform projects on a case-by-case frequency if desired. Specific services performed by RES include BMP facility maintenance including principle spillway replacements, embankment grading, hydrologic dredging, outfall repair, and pipe slip-lining; LID including raingarden, sand filter, and bioretention unit construction; shoreline stabilization; and construction of new SWM facilities.

3.C. Firm Experience

The following section provides an overview of select project demonstrating our experience in stormwater structure maintenance, as well as our experience working with educational entities.



Fairfax County Storm Sewer and Drainage Maintenance Services

Fairfax County, VA | Fairfax County Department of Public Works & Environmental Services



AT A GLANCE

Client Contact

Jack Merritt | 703.877.2871
jack.merritt@fairfaxcounty.gov

Contract Value

\$2,785,777 to date

Contract Period

June 2018 - Present

Project Highlights

- To date, RES has restored over 2,000LF of stream and outfall channels
- Projects under this contract involved coordination with park authorities and private landowners

In June of 2018, RES was awarded a two-year construction-only on-call contract (with three, one-year renewal options) with Fairfax County to provide outfall stabilization and stream reconnection utilizing natural channel design (NCD) in urban environments.

To date, RES has completed 12 projects under this contract. Select projects are described below.

Brevity Drive Outfall Restoration

Restoration of a County-maintained outfall channel utilizing NCD design techniques to help ensure long-term stability of the stream channel. The Brevity Drive project involved the restoration of approximately 492LF of a heavily eroded main channel along an unnamed outfall channel flowing into Piney Run. Over the course of the project, RES placed 889 tons of imbricated stone, 471 tons of reinforced bed mix, planted 105 pounds wetland seed mix, planted 24 one-gallon shrubs, and planted 50 one-gallon trees.



Brevity Drive – Pre-Construction

Abington Court Outfall Restoration

Utilizing NCD techniques, Abington Court restored 288LF of an unnamed outfall channel flowing into Rabbit Branch, a tributary of Pohick Creek. Site conditions featured raw, actively eroding stream banks with heights ranging from less than three feet to eight feet due to improper channel sizing and lack of protection for stream flows. RES placed 230 tons of imbricated stone, 240 tons of reinforced bed mix, 76LF coir logs, and planted 620 one-gallon shrubs and 44 trees to provide stability and ecological uplift to this channel. This project took place both on Park Authority Property and Private Property.



Abington Court – Post Construction

Glenbrook Road Outfall Restoration

A 274LF stream and outfall restoration project flowing into Accotink Creek. The site featured excessive erosion with streambanks ranging between three and seven feet in height due to a lack of adequate bed material at the outfall of the pipe. The project involved the placement of 475 tons imbricated stone, 102 tons reinforced bed mix, resetting a pipe and endwall, and livestake planting.



Abington Court – Active Construction



Monitoring, Maintenance and Reporting for Fairfax County Stormwater Facilities

Fairfax County, VA | Fairfax County Department of Public Works & Environmental Services



AT A GLANCE

Client Contact

Wells Larson
804.338.7776 | mlarson@res.us

Contract Value

\$5,000,000

Contract Period

2019 - 2023

Project Highlights

- Maintenance of 1500+ SWM Facilities
- Web-based application developed internally to track inventory of ponds

Vine Street, Post-Construction

Resource Environmental Solutions (RES) currently holds a contract with Fairfax County, VA to ensure county-owned Stormwater Management (SWM) facilities are performing as designed to reduce the impacts of stormwater runoff on local streams, the Potomac River, and the Chesapeake Bay. The overall objective of the contract is to ensure the county stays in compliance with the Virginia Stormwater Management Program (VSMP).

Specific tasks provided by RES include maintaining and repairing over 1,500 dry ponds throughout Fairfax County. Each facility has an individual maintenance plan specifying the required frequency of visits and type of maintenance. Typical maintenance for each dry pond involves mowing the pond and clearing out the control structure and concrete channel. Larger maintenance tasks, such as dredging ponds, beaver dam removal, tree removal, and concrete work, are also covered under this contract.

RES developed a web-based application using ArcGIS Online to track pond maintenance and reporting. This application stores the county-approved maintenance plans and RES-created maintenance reports, which allows county personnel to log in and see the work performed for each facility.



Vine Street, Pre-Construction



Inspection, Maintenance, and Reporting for Arlington County Stormwater Facilities

Arlington County, VA | Arlington County Department of Environmental Services

RES held an IDIQ contract with Arlington County, VA to ensure county-owned SWM facilities were performing as designed to reduce the impacts of stormwater runoff on local streams, the Potomac River, and the Chesapeake Bay. The overall objective of the contract is to ensure the county stays in compliance with the Municipal Separate Storm Sewer (MS4) permit and Virginia Stormwater Management Program (VSMP).

Specific tasks provided by RES included inspection, maintenance, repair, reporting, and installation for SWM facilities on over 40 sites throughout Arlington County. Each facility has an individual maintenance plan specifying the required frequency of visits and type of maintenance. The majority of sites are vegetated SWM best management practice (BMP) facilities including bioretention facilities, bioswales, infiltration trenches, Filterra's, and wet and dry ponds.

In addition to maintenance tasks, RES inspected each facility twice a year as required by the MS4 permit. Inspections were conducted by in-house SWM inspectors certified by the DEQ.

AT A GLANCE

Project Size

40 sites in Arlington County

Contract Period

2016-2019

Maintenance Period

4 years

Project Highlights

- Maintenance of 40+ SWM Facilities
- Bioretention Facilities, Bioswales, Infiltration Trenches, Filterra's, & SWM Ponds
- MS4 & VSMP Compliance
- DEQ Certified Inspections



Before



After



City of Newport News Annual Lake Maintenance Contract

Newport News, VA | City of Newport News

RES is currently under contract with the city of Newport News, VA to provide Lake Maintenance Services via an on-call contract (Contract # 2016-1065-2012). Typical services for stormwater best management practice (BMP) evaluation and maintenance are provided under this contract. Example services include herbicide applications, aerator installation/maintenance, lake inspection and maintenance, removal of vegetation and debris, aquatic vegetation planting, dredging and clearing or other services required. This contract was awarded for an initial period of one (1) year with the option to renew up to five (5) additional years. RES staff serving this contract include licensed herbicide applicators and possess extensive knowledge of aquatic vegetation, invasive species, water chemistry, nutrient management, aeration equipment and stormwater management practices.

Example task orders completed by RES under this contract to date include:

- Village Green Pond Maintenance, \$7,570
- Fort Eustis BMP Maintenance, \$6,245
- Martin's Pond - Water Quality Monitoring, \$5,000
- Lake Maury (2015) - Herbicide and Duckweed Treatment \$2,250
- Kettle Pond & Brown's Pond (2014) – On-Call Maintenance including Nuisance Vegetation Treatment, \$22,200
- Indigo Lake (Pending Approval) – Aerator Installation and Vegetation Treatment for Duckweed

AT A GLANCE

Client Contact

Louis Bott | 757-933-2350

Contract Value

Varies, on-call

Contract Period

On-Call 2011 – 2015, 2016 – 2020, 2021-2026

Project Highlights

- Water Quality Monitoring
- Aerator Maintenance
- Nuisance Vegetation Control
- BMP Maintenance
- Outfall Repair



Haxall Canal and Haxall Canal Headwaters Dredging

Richmond, VA | City of Richmond Department of Public Utilities



AT A GLANCE

Client Contact

Pat Bradley | 804.646.6964

Contract Value

\$1.9 Million

Project Size

9,200CY dredging

Project Highlights

- Work in Public space
- Foot traffic control
- High visibility

RES was contracted by The City of Richmond Department of Public Utilities to mechanically dredge approx. 9,200CY of sand and silt for this active stormwater canal located in downtown Richmond, Virginia. The Canal is approx. 75ft. wide and 1 mile long. In addition, RES was contracted to dredge the headwaters portion of the canal, in the dry, between the canal and the overhead railroad tracks.

Construction activities were managed and performed by RES and included pedestrian and vehicular traffic control, site access, and removal and disposal of dredged material to a City of Richmond dumpsite.

The Project is located in a highly visible and used park in downtown Richmond, called Browns Island. The project had to be completed in the offseason, under a strict timeline, to avoid conflict with the large variety of events that are held on the island.



Canal Dredging



Pre-Dredging



3.D. Key Project Staff

The RES Team has significant experience in the design, installation, maintenance, and inspection of various SWM facilities. We intend to utilize the following staff to manage this contract with the University and conduct key elements of the work associated with campus need for Stormwater Structure Maintenance. If selected, these staff members will be available to conduct the work associated with the project in a timely and professional manner. Resumes are provided for each key staff member.

Name	Title	Project Role
Michael Peny, RLA	Region Operations Director	Project Oversight
Jason Murnock, CPESC, CPSWQ	Client Solutions Manager / Stormwater Compliance Division Manager	Contract QA/QC
Ethan Cassee, CPMSM	Senior Project Manager	Project Manager
Wells Larson	Construction Administrator	Contract Manager
Kyra Arnold, PE	Engineer III	Project Engineer



Michael Peny

Region Operations Director

As Regional Operations Director, Michael manages and provides senior construction implementation oversight on a wide range of projects including wetland, stream, and shoreline restoration to conventional and innovative stormwater management (SWM) facilities, including retrofit of wet or dry retention ponds and installation of Low Impact Development (LID) features such as raingardens, bio-swales, sand filters, and wetland enhanced facilities. Michael is responsible for managing project personnel, allocating resources to various projects, and ensuring project schedules and budgets are met. To date, Michael has led his team to complete over 20 miles of stream restoration, 400 acres of wetland creation, and retrofit of over 350 SWM facilities.

SELECT WORK EXPERIENCE

VDOT William Benjamin Nottaway River Wetland Mitigation Bank. Virginia Department of Transportation, Sussex County, VA

Managed all aspects of the construction phase of this \$1.2 M, 26-acre wetland creation project, including estimating, contract administration, onsite engineering, and project coordination between the owner, project engineer, contractor, its sub-contractors, and suppliers. Directed the removal and disposal of 31,000 cubic yards of dirt from the site. Oversaw field surveys, clearing and grubbing, erosion & sediment control procedures, environmentally-sensitive area protection, earthwork operations, laser grading, bank repair and stabilization, hydraulic control installation, the application of geosynthetic materials, seed bed preparation, landscaping, and planting operations. Provided Quality Assurance/Quality Control for all maintenance and construction services contracted.

Select VDOT Construction / Implementation Oversight Contracts

- Statewide MS4/TMDL Implementation and Related Activities On-Call Contract | VDOT, Statewide
- Wetland and Stream Monitoring and Maintenance Open-End (2014-2019), Statewide
- Wetland and Stream Monitoring and Maintenance Open-End (2011-2014), Statewide
- Wetland and Stream Monitoring and Maintenance Open-End (2008-2011), Statewide
- Wetland and Stream Monitoring and Maintenance Open-End (2004-2008), Statewide
- I-66 13.8-Acre Wetland Permittee Responsible Mitigation, (2018-ongoing), Fauquier County, VA
- Six District Contracts (Fredericksburg, Hampton Roads, Salem, Lynchburg, and Peninsula / Interstate, Chesterfield residency Districts) for Stormwater Management Facility Maintenance (2014-2019)

Trapp Branch Stream Restoration. Mitigation Services Inc., Fauquier County, VA

Oversaw the construction and restoration of four acres of wetlands, approximately 3,000LF of stream embankment, 11 acres of forested riparian buffer, and a large bass pond. Administered construction budget estimating and coordinated design staff, landowners, and materials suppliers. Directed all aspects of the onsite work, including surveying, erosion & sediment control procedures and compliance, earthwork operations, hydraulic control installation, seed bed preparation, landscaping, and planting operations. Provided Quality Assurance/Quality Control for all maintenance and construction services contracted.

James Long Stream Restoration. Prince William County Dept. of Parks, Prince William County, VA

Provided senior oversight for 7,215 LF of stream restoration on public park land in Haymarket, VA. Managed staff operations, oversaw implementation of major tasks, and ensured budget and schedule constraints were met. Oversaw installation of Offset Cross Vanes (55), Log Vane (44), Plunge Pool (1), Cross Vane (10), Constructed Riffle (3), and several rootwads. As this project was in a public park, ensured adequate safety and educational outreach efforts were completed for the community.

Cow Branch Stream Restoration. Prince William County, VA

Provided senior oversight for restoration of 1,000 LF of Cow Branch, an upper coastal plain stream in an urban watershed. This project was one of the most technically difficult reaches completed to date by Prince William County. The degraded channel was 50 feet wide with vertical banks that were up to 15 feet tall. At the outlet of Optiz Blvd, there was a seven-foot-tall waterfall. The restoration involved relocating the main channel of Cow Branch on to the abandoned floodplain and filling in the existing incised channel to create a new floodplain. RES installed 460 LF of imbricated stone armoring as a part of the

AT A GLANCE

Contact

mpeny@res.us | 703.393.4844

Years' Experience

24 years

Education

- B.L.A, Landscape Architecture

Registered Landscape Architect

- MD, #3211



bank stabilization, a large plunge pool, 1,500 LF of stone toe protection, and 475 LF of riffle grade controls. Over 500 LF of the stream was relocated while the remaining 500LF was restored along the original channel location.

Sheffield Hunt Stream Restoration. Fairfax County Dept. of Public Works, Fairfax County, VA

Oversaw construction operations on this stream restoration and pond rehabilitation project to ensure proper management of stormwater flows resulting from the Sheffield Hunt community. RES performed 1,000 LF of stream restoration originating at the outfall, combined with the rehabilitation and grading of a downstream stormwater management pond.

Stratton Park Stream Restoration. F. G. Pruitt (Prime), Chesterfield County, VA

Oversaw construction operations on a stormwater conveyance system for newly built sports fields in Chesterfield County's Stratton Park. Project involved 500 LF of stream restoration with 54 cross vanes and step pools, 10 step runs, and installed cobble along the entire length of stream. Challenges overcome during this project included an extremely steep stream slope and the installation of a large amount of rock grade structures in close proximity to one another.

Rutland Stream Restoration. TH Hunt, LLC, Richmond, VA

Oversaw construction operations for this stream restoration project in Hanover County, VA. Project involved 4,030 LF of Priority II and III restoration along Opossum Creek and associated tributaries. Project required installation of 37 log or rock sills, 30 rock cross vanes, 13 j-hooks, and a rootwad bank revetment.

Locust Shade Park Stream Restoration. Prince William County Dept. of Parks, Prince William County, VA

Provided senior oversight of the restoration of 5,160 LF of stream, designed and built by RES. Project involved intensive restoration of the highly incised channel, including complete relocation of the stream along the floodplain. Installed just under 200 rock structures for grade control and flow redirection, including 95 cross vanes and 95 riffle grade structures. Also installed 27 log vanes and sills to deter headcutting of the stream and 54 root wads for natural bank stabilization. Ensured project managers and site superintendents implemented effective implementation strategies, while overseeing budget, scheduling, and equipment coordination. Worked closely with the project's in-house designers and regulatory staff to ensure effective implementation of project goals. As this is in a public park, Mr. Peny oversaw outreach efforts to trail groups, park visitors, and park staff to educate community members on stream restoration, update them on trail closures, and encourage a dialogue for their concerns.

North Branch of Cypress Creek Restoration. Anne Arundel County, MD

Provided senior oversight for \$1.6-million-dollar project consisting of 2,700LF of stream and 5 acres of wetland restoration. Tasks included installation of regenerative stormwater conveyance outfalls, mass and fine grading to restore the site to its previous wetland condition (>8,500CY of exported material), installation of low gradient weir structures to maintain grade and increase groundwater infiltration, creation of a coastal plain braided stream channel, and the installation of over 2,000 wetland plants. Installed structures included Cobble Weirs (15), Sandstone Outfalls (15), Floodplain Grade Control structures (cobble/sandstone mix) (6), Log Grade Control structures (4), Boulder Cobble Cascades (9), and Log/ Boulder Step-Pools (6).

Full Delivery of Water Quality Improvements, FY17 P3 Pond Retrofits, Anne Arundel County Government, Anne Arundel County, MD

Provides contract oversight to carry out the implementation of new water quality improvement practices; including design, permitting, construction, and maintenance on private properties throughout Anne Arundel County. These water quality improvement projects are eligible for water quality credits consistent with current MDE standards.

Mispillion River Shoreline Stabilization, US Fish and Wildlife Service, Arlington, VA

Provided senior oversight and QA/QC for stabilization of approximately 2,000 lf of tidal Delaware shoreline included the placement of root wads in an interwoven arrangement to dissipate boat wakes. Each root wad was approximately 15 to 20 feet in length and installed by an excavator placed on barges within the Mispillion River, as the natural shoreline condition in this area prevented standard equipment access from land. Behind the installed root wads, and parallel to the shore, were installed 3 rows of coir fiber logs.

Marshy Hope Creek Tidal Shoreline Stabilization Phases, Federalsburg, Carrol County, MD, Maryland Department of the Environment

Provided senior oversight and QA/QC for two phases of shoreline stabilization totaling 1,000 lf. The project consisted of stone placement where stones ranged from 400 to 1,200 lbs each. The designs each incorporated a 4-foot wide shelf running



the length of the stream bank directly below the mean low water mark. The shelf was covered with hand-selected, flat stone, which collectively acts to dissipate boat wakes and minimize erosion at low tide. RES also constructed a 3:1 slope leading up to the mean highwater mark. The slope was lined with filter fabric and anchored with flat riprap stone. Additional stabilization was provided through a sand sill installed at a 1% grade just behind the riprap layer. Due to the constraints of the site, work was accomplished predominantly during low tide.

Blackwater Refuge. US Fish and Wildlife Service, Arlington, VA

Provided senior oversight and QA/QC for ~7,000 lf of shoreline stabilization utilizing a stone revetment and native seed overlain by both turf reinforcement matting and erosion control matting. In areas with lower wave energy and fetch, approximately 878 lf of coir fiber logs were installed as toe protection and the shoreline was planted with tidal wetland plants (*Spartina patens* and *Spartina alterniflora*).

Stansbury Park Shoreline, Baltimore County, MD, Baltimore County Department of Environmental Protection and Sustainability

Provided senior oversight and QA/QC for construction of two 48-foot long by 10-foot wide sand containment groins, one 52-foot long by 28-foot wide stone outlet swale containment structure, and filling/grading along 320 feet of eroding shoreline with 1,300 cubic yards of clean sand. Other tasks performed by RES included managing a subcontractor (Waters Edge Nursery) to plant 6,980 square feet of marsh vegetation, including 1,400 square feet of *Spartina alterniflora* and 5,570 square feet of *Spartina patens*, all within 48 feet channelward of the mean high water line.

Turner's Creek Shoreline, Kentmore Park, MD, Maryland Eastern Shore RC&D Council

Provided senior oversight and QA/QC for all phases of the design-build contract consisting of ~200 lf of shoreline restoration and a rain garden. Shoreline aspects of the project included a stone groin and coir logs installed at the toe of the slope at the intersection with sand at mean low water using oak stakes to eliminate migration. RES worked with RC&D volunteers for plantings.

Water Quality Improvement Credits, Green Infrastructure Best Management Practices. Montgomery County Department of Environmental Protection. Montgomery County, MD

Provides construction oversight for turnkey projects defined as Green Infrastructure Best Management Practices (BMP), that will treat impervious surface acres, which are currently untreated or inadequately treated, and secure the greatest water quality credits per the Maryland Department of the Environment (MDE). Work under this contract includes, but is not limited to: planning, design, permitting, and construction.

IDIQ Contracts (3) for Environmental Restoration in Sligo Creek Basin, Little Falls/Rock Run Basins, and Lower Anacostia/Beaverdam/Mattawoman Basins, Washington Suburban Sanitary Commission (WSSC), Montgomery and Prince George's Counties, MD

Provides senior oversight for three (3) IDIQ contracts to provide stream restoration construction and infrastructure protection services for WSSC. Project tasks include hard armoring of infrastructure pipes and installation of in-stream cross vanes, step pools, slope toe protection, and imbricated riprap walls. Combined contract values total over \$36M.

Master Service Agreement with Dominion Power for Statewide Utility Projects, Dominion Virginia Power, Various Locations, VA & WV

Provides construction oversight for on-call service agreement over \$4M in value since 2008. Oversees environmental aspects of Dominion projects, including environmental constraints analysis; wetland delineations; USACE submittals and verifications; threatened and endangered species (T&E) reviews; and Clean Water Act (CWA) Section 401/404 permitting. To date, RES has conducted a combination of these services on over 400 individual Dominion projects, totaling over 500 miles of linear utility line.



Jason Murnock, CPESC, CPSWQ

Client Solutions Manager

As Client Solutions Manager with RES, Jason Murnock, CPESC, CPSWQ, has over 18 years of experience in the environmental compliance industry. Jason is responsible for client permit compliance in relation to the National Pollutant Discharge Elimination System (NPDES), Clean Water Act Sections 401/404, Municipal Separate Storm Sewer (MS4) Permit, Industrial Stormwater Discharge Permits and other environmental regulations. His responsibilities include division management, client coordination, overseeing permit registrations and site-specific Stormwater Pollution Prevention Plans (SWPPP), and construction site audits. He routinely directs NPDES-related tasks; meets frequently with existing and potential clients to maintain their understanding of pertinent regulations; manages regulation-guided wetlands monitoring conducted by RES staff; and supports estimating and proposals for the Operations Division. Jason meets the requirements for an Environmental Professional as defined under ASTM E 1527-13 Section 4.3 and Appendix X2 as he has over five years of experience performing investigations of surface and subsurface environmental conditions.

RES has performed stormwater maintenance since 2010, but in 2014, Jason formalized RES' Stormwater Compliance division to include maintenance of Best Management Practice (BMP) facilities for private landowners and public agencies. Currently, Jason manages a team dedicated to post-construction stormwater BMP inspections; maintenance and repair; and pond and lake management.

SELECT WORK EXPERIENCE

VDOT I-95 / Route 630 Reconstruction and Widening Project, Shirley Contracting

RES was contracted by Shirley Contracting to assist in the environmental site compliance activities for this large, complex and geographically constrained improvements project, in a heavily travelled section of Stafford, VA. Duties were to assess and enhance compliance with onsite stormwater management, erosion and sediment control, and pollution prevention; take over C-107 inspections and SWPPP maintenance, and provide additional coordination with VDOT compliance personnel and the DEQ. Jason began and oversaw proper implementation of this job.

VDOT District Contracts for SWM Facility Maintenance, Fredericksburg / Hampton Roads / Lynchburg / Chesterfield / Salem Districts / Interstate/Peninsula

Oversees regular stormwater maintenance services throughout the Commonwealth of Virginia for the Virginia Department of Transportation (VDOT). RES currently holds six (6) contracts with VDOT to maintain facilities in the Fredericksburg, Hampton Roads, Salem, Lynchburg, and Interstate/Peninsula districts, as well as the Chesterfield residency. Approximately 600 facilities are maintained under these contracts.

Inspection, Maintenance, & Reporting for Stormwater Management Facilities, Arlington County Government

Oversees IDIQ contract with Arlington County, VA to ensure county-owned SWM facilities are performing as designed. The overall objective of the contract is to ensure the county stays in compliance with the MS4 permit and Virginia Stormwater Management Program (VSMP). Specific tasks provided by RES include inspection, maintenance, repair, reporting, and installation for SWM facilities on over 40 sites throughout Arlington County. The majority of sites are vegetated SWM BMP facilities including bioretention facilities, bioswales, infiltration trenches, Filterra's, and wet and dry ponds.

Stormwater Compliance Inspections for Dulles Corridor Metrorail Phase II. Capital Rail Constructors (Overall Prime), Fairfax and Loudoun Counties, VA

Project Manager for ongoing contract for stormwater compliance/erosion and sediment (E&S) control inspections for the Dulles Corridor Metrorail Project Phase II. The project involves the extension of Washington Metro's Silver Line from the Wiehle Avenue station in Reston to Dulles Airport and farther into Ashburn, VA. RES is tasked with ensuring compliance with the project's VPDES Construction General Permit (#VAR10D139). In association with permit requirements, RES ensures the project's SWPPP remains in compliance and up to date. In association with SWPPP requirements and Total Maximum Daily

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Contact

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Years' Experience

18 years

Education

- MS, Environmental Studies
- BS, Environmental Studies

Professional Certifications

- Certified Professional in Erosion and Sediment Control (CPESC), EnviroCert International #5388
- Certified Professional in Stormwater Quality (CPSWQ), EnviroCert International #0999
- VA Combined Inspector: Erosion and Sediment Control and Stormwater Facilities, DEQ Cert. #DIN0167
- NC DOT Certified Erosion & Sediment Control: Stormwater Site Manager / Installer #6703 / #2751
- OSHA 40hr HAZWOPER Trained
- Confined Space Certified
- Level I Anti-Terrorism Awareness Training



Load (TMDL) regulation, RES provides weekly E&S control inspections onsite spanning the entire 11.4-mile disturbed work area.

Susquehenna-Roseland Project (SRP). Pennsylvania Power and Light and Public Service Electric and Gas Company (PSE&G), Bushkill, PA

Managed full-time environmental monitoring services to Harlan Electric (General Contractor) to ensure compliance with all permits during construction of this relatively short (1.5-mile) section of the much larger SRP rehabilitation project. Coordination with Park Service personnel, PA DEP, and Monroe County Conservation District was vital to project success. The project entailed threatened and endangered species, archeological resources, invasive species control, invasive monitoring, section 401/404 permits, a bald eagle permit, and the NPDES construction general permit.

Onsite Stormwater Consulting Services. KEYS Energy Site Development Project, Baltimore, MD

Provided Senior Oversight of stormwater consulting services for the KEYS Energy Site Development Project to ensure compliance with the NPDES. Managed qualified Environmental Specialist who was present onsite full time and available to the client. RES' Environmental Specialist provided inspection and reporting of all stormwater and environmental related items. Comments were provided to client regarding site deficiencies, recommended corrective measures, and SWPPP implementation.

Mt. Storm-Doubs 500 kV Transmission Line. Dominion Power, Frederick and Clarke Counties, WV, and Loudoun County, VA

Managed multiple E&S Control inspectors in full-time environmental monitoring services to Dominion Power to ensure compliance with all permits, including the NPDES and Virginia Stormwater Management Program (VSMP), during construction of this 95-mile rehabilitation of overhead power lines. Of note, the line ran through difficult, mountainous terrain (challenging to erosion control), and involved coordination with multiple agencies including the WV DEP, VA DCR, DEQ and VMRC, and the National Park Service as the project crossed a section of the Appalachian Trail.

Inspection of Stormwater Control Measures (SCM) for Fort Belvoir Municipal Separate Storm Sewer System (MS4) Permit. US Army Garrison Fort Belvoir

Project Manager for inspection of stormwater control measures (SCM) on Fort Belvoir. Managed functional assessment and maintenance recommendations for each. SCM assessment is an annual tracking and reporting requirement for compliance with Virginia's Stormwater Management of Erosion and Sediment Control Law and regulations, as well as Fort Belvoir's MS4 Permit. SCM's were inspected and maintained to ensure functionality. There are approximately 20 types of SCM's on Fort Belvoir, totaling over 250 SCMs. Types of SCM's onsite include, but are not limited to: underground storage facilities, bioswales, vegetated roofs, permeable pavement, bio-retention facilities, tree box filters and constructed wetlands.

VSMP/NPDES-Related Projects. Various Clients, Numerous Locations in the Mid-Atlantic Region. 2002 – Present

Expanded RES' VSMP/NPDES-related business to include more than 400 individual projects for 40 clients. Currently manages 30+ inspectors in RES' Inspections Division, who actively monitor 400+ construction projects in 8 states (VA, NC, SC, MD, DE, NJ, PA, WV) and the District of Columbia. Project sizes range up to 100+ acres. Direct permit registrations; prepare and maintain SWPPPs; perform quarterly audits; conduct site inspections; coordinate and represent clients at meetings with regulatory agencies; train inspectors; and provide a close level of interaction with and personal service to clientele. Overseen the production of over 700 SWPPPs since 2002.

1757 Golf Club Water Quality Monitoring Services. 1757 Golf Club, Sterling, VA

Served as QA/QC manager for water sampling on a golf course site to comply with Loudoun County's Proffer requirements. Sampling took place on a quarterly basis and documentation was submitted to the County as required. Water quality monitoring was conducted at nine (9) sample points. A report summarizing the collected data and analysis was generated and submitted to Loudoun County Department of Building and Development for each sampling period.

Stormwater Sampling for Industrial Stormwater and MS4 Permits. US Army Garrison Fort Belvoir, VA

Project Manager for water quality sampling contract at Fort Belvoir as part of the requirements of the post's Industrial Stormwater and MS4 Permits. Managed team of samplers and analysis of results of various testing parameters collected at specific Industrial Stormwater and MS4 outfall locations throughout the post.



National Stormwater Quality Program (NSQP). Pulte Group – Mid-Atlantic. 2008 – Present

Act as 3rd party consultant and chief advisor on stormwater compliance for Pulte Group – Mid-Atlantic (Pulte), which includes the Centex Homes brand, on their approximately 46 projects throughout DE, MD and VA. Pulte entered into a consent decree with the EPA in 2008 which generally requires greater demands in both the field application and documentation of stormwater best management practices. The NSQP was devised by Pulte to comply with the EPA agreement. Mr. Murnock ensures compliance with this program, and all governing state stormwater permit regulations for Pulte, and oversees the inspectors, as RES conducts all field inspections.

Maintenance and Repair of Stormwater BMP Facilities. Harford County Public Schools, Harford County, MD

Provides senior project oversight to repair stormwater best management practice (BMP) facilities on Harford County school properties. This contract has included BMP repairs on 26 different properties, totaling over \$750,000 in contract value. Project types include capacity enhancement for pond basins, replacement of worn pipes and risers, slip-lining barrel pipes, replacement of rip rap pilot channels in SMW ponds, unclogging and dewatering pipes, addressing animal burrowing, and maintaining bioretention facilities and raingardens.

Annual Lake Maintenance Services. City of Newport News, Newport News, VA

Provides senior oversight along with QA/QC with the city of Newport News to provide Lake Maintenance Services via an on-call contract (Contract # 2010-1877-0905). Typical services for stormwater best management practice (BMP) evaluation and maintenance are provided under this contract. Example services include chemical applications, aerator installation, lake inspection and maintenance, removal of vegetation and debris, aquatic vegetation planting, and dredging and clearing or other services required.

Pond & Fountain Maintenance On-Call Contract. City of Manassas, VA, Prince William County, VA

Currently providing senior QA/QC regular Pond and Fountain maintenance services throughout the city of Manassas, VA. The project is a three year contract with the City to provide regular water quality monitoring and nuisance vegetation control maintenance to nine (9) separate sites.

Post-Construction Stormwater BMP Inspection and Maintenance Projects. RES Stormwater Compliance Division, Various Locations in VA and MD. 2005 – Present

Manages Post-Construction BMP inspection and maintenance projects within RES' Stormwater Compliance Division. Participates in the inspection of numerous post-construction BMPs, recommends appropriate corrective actions, estimates costs, completes and / or manages completion of corrections, and provides proper documentation to clients and / or agencies and municipalities. BMPs have included conventional features such as dry-detention and wet-detention stormwater ponds, and low impact development features such as bio-retention areas (aka raingardens), bio-swales, sand filters, underground vaults and underground cartridge systems.

Villages at Rippon Lodge Mitigation at Suffield Meadows. D.R. Horton, Inc., Prince William County, VA. 2004 – Present

Developed site-specific SWPPPs for four independent sections of this 180-acre residential development located adjacent to historically-significant and Resource Protection Areas. Managed and conducted construction site inspections and reporting throughout the project. Provided onsite consulting services for several storm and flood-related complications, including erosion and sediment (E&S) control field changes, stream restoration, and drainage divides. Coordinated and represented clientele at meetings with Prince William County, the VA Department of Environmental Quality, and the Virginia Department of Conservation and Recreation.

Cedar Crest Residential Development. Byrd, LLC, Loudoun County, VA.

Conducted various consulting services, including a Phase I ESA, for this 600-acre residential development located adjacent to Bull Run Creek in southern Loudoun County. Developed site-specific SWPPPs for two independent sections of the property and provided construction monitoring and reporting services associated with obtaining an individual Virginia Wetlands Program Permit (WP4).

Hopyard Community Environmental Consulting, Mitigation Design-Build, and Historic and Natural Resource Protection. Hazel Land Companies, Inc., King George County, VA.

Provided various consulting services, including a Phase I ESA, for this 1,000-acre mixed-use development located adjacent to the Rappahannock River. Developed site-specific SWPPPs for active sections of the site, conducted construction monitoring, and drafted reports to procure a general Virginia Wetlands Program Permit (WP4) for the client.



Ethan Cassee, CPMSM

Senior Project Manager

As Senior Project Manager with RES, Mr. Cassee specializes in stormwater management facilities and systems. His experience encompasses many facets of the stormwater field including asset management, monitoring/reporting, maintenance, restoration and retrofit. Tasks performed by Mr. Cassee include structural inspections, asset assessments, monitoring, maintenance and commissioning planning, and water quality monitoring and mitigation. Currently, Mr. Cassee oversees projects accumulating over 600 stormwater asset facilities. Administrative duties include cost and schedule management, client coordination, change management and quality control, as well as RFP and proposal development.

Prior to his current role, Mr. Cassee worked as an Erosion and Sediment Control Inspector within RES' Stormwater Compliance Division. In this role, his duties included evaluating and monitoring active construction sites for compliance with the DCR Erosion and Sediment control guidelines. This included inspecting the project onsite, documenting findings, issuing weekly reports, and meeting with site superintendent to discuss results and recommend best management practices.

SELECT WORK EXPERIENCE

Winters Run Stream Restoration

Serves as project manager for a stream restoration project in Harford County, MD. This includes restoration design, permitting and construction for ~ 5,800 linear feet of natural channel on a tributary to Winters Run in cooperation with land owners, Harford County, and the Bay Restoration Fund. Duties include schedule and budget management, change management, stakeholder engagement and quality control.

Total Maximum Daily Load (TMDL) Design-Build. Maryland Department of Transportation, State Highway Administration (MDSHA), Statewide

Served as technical lead and interim Quality Manager for a series of projects that would result in a minimum of 500 TMDL credit acres. Under the contract, RES worked to deliver 631 impervious acre credits by completing a combination of stormwater BMP pond retrofit and outfall/stream restoration projects throughout 66 project sites (24 BMP sites and 42 outfall/stream sites). Project types included remote sensing and monitoring technology, floating wetlands, and other facilities.

MWAA Stormwater Design-Build Contract. Metro Washington Airports Authority, Dulles, VA

Served as technical lead and interim Quality Manager for a design-build project to construct 17 BMP facilities along the Metro Silver Line project for the Metropolitan Washington Airport Authority. Duties included overseeing preliminary design elements, proposal preparation, quality planning, and contract implementation with the project team following award.

Inspection, Maintenance, & Reporting for Stormwater Management Facilities, Arlington County Government, Arlington, VA

Serves as Project Manager for IDIQ contract with Arlington County, VA to ensure county-owned SWM facilities are performing as designed. The overall objective of the contract is to ensure the county stays in compliance with the MS4 permit and Virginia Stormwater Management Program (VSMP). Specific tasks provided by RES include inspection, maintenance, repair, reporting, and installation for SWM facilities on over 55 sites throughout Arlington County. The majority of sites are vegetated SWM best management practice (BMP) facilities including bioretention facilities, bioswales, infiltration trenches, Filterra, and wet and dry ponds.

Stormwater Management Facility Support Services, City of Hampton, VA.

Serves as Project Manager to provide stormwater facility support services via an on-call contract. Typical services for stormwater best management practice (BMP) evaluation and maintenance are provided under this contract, as well as treatment of recreational lakes and fisheries. Example services include invasive vegetation control plans, wetland delineation, BMP inspection and maintenance, removal of vegetation and debris, aquatic vegetation planting, and dredging services.

AT A GLANCE

Contact

ecassee@res.us | 703.393.4844

Years' Experience

13 years

Education

- BS, Earth Systems Sciences

Professional Certifications

- Certified Professional in Municipal Stormwater Management
- National Green Infrastructure Certification #00018
- VDOT Intermediate Work Zone Traffic Control & Flagger
- MD Pesticide Applicator / Registered Employee #29229-74389
- Certified SWM Facility Inspector, MD



Annual Lake Maintenance Services. City of Newport News, Newport News, VA

Serves as Contract Manager and QA/QC lead to provide Lake Maintenance Services via an on-call contract (Contract # 2010-1877-0905). Typical services for stormwater best management practice (BMP) evaluation and maintenance are provided under this contract, as well as treatment of recreational lakes and fisheries. Example services include chemical application for algae control, aerator installation, lake inspection and maintenance, removal of vegetation and debris, aquatic vegetation planting, and dredging and clearing or other services required. Previously served as Project Manager on the same contract before transitioning to a Contract Manager/ QA/QC role.

VDOT District Contracts for SWM Facility Maintenance. Fredericksburg / Hampton Roads / Lynchburg / Chesterfield / Salem / Peninsula

Serves as Project Manager to provide regular stormwater maintenance services for facilities throughout the Commonwealth of Virginia for the Virginia Department of Transportation. RES currently holds six contracts with VDOT to maintain facilities in the Fredericksburg, Hampton Roads, Salem, Lynchburg, and Peninsula districts, as well as the Chesterfield residency. Approximately 600 SWM facilities are maintained under these contracts.

Basic Ordering Agreement – Stormwater Asset Management. Fairfax County Government, Fairfax County, VA

Serves as Project Manager in cooperation with design partners to implement stormwater facility asset planning and protection for the County. Duties include project budgeting, facility assessments, confined space inspection planning, and crew management.

Fort Belvoir MS4 Permit Compliance. SES Construction and Fuel Services LLC, Supporting Fort Belvoir DPW-ENRD

Serves as Project Manager for professional services contract overseeing the inspection and reporting of over 200 SWM facilities at Fort Belvoir, VA. This project serves in combination with other services to maintain MS4 permit compliance for stormwater assets on the base.

Scott Solar Pond Mitigation. Dominion Resources Services, Inc, Powhatan, VA

Served as Project Manager to provide environmental consulting and pond remediation services for the mitigation of storm sediment ponds at a Dominion solar generation facility. Pond remediation tasks included water quality baseline testing and reporting to summarize general water quality and identify conditions that may contribute to maintenance or public health liabilities. RES performed the development and application of a water clarifier treatment program to reduce turbidity in the two sediment ponds.

Stormwater Asset Maintenance On-Call Contract. City of Manassas, VA, Prince William County, VA

Oversaw regular Pond and Fountain maintenance services throughout the city of Manassas, VA. The project was a three-year contract with the City to provide regular water quality monitoring and nuisance vegetation control maintenance to nine separate sites.

Stormwater Asset Management. Dominion Energy, Statewide, VA

Serves as Project Manager to oversee inspection and asset management of over 100 Dominion Energy-owned SWM facilities located throughout the Commonwealth of Virginia. Responsibilities include stormwater asset management, GIS-based inventory mapping, maintenance budgeting and overall MS4 permit compliance tasks.

NPDES Compliance Inspections. Pulte/Centex Homes, Fairfax County, VA

Performed site inspections to ensure compliance with EPA stormwater management requirements for new home building sites. Tasks included weekly and rain event inspections of land development and home construction sites to monitor stormwater runoff. All inspections were conducted according to national and state stormwater runoff standards. Recommended specific action items to the Client to bring the building site to code and ensure its continuing functionality according to design.

Chesterfield BMP Maintenance. Chesterfield County Environmental Division, Chesterfield County, VA

Served as Project Manager for Grounds Maintenance Contract for SWM facilities including 27 detention, 10 retention, and 4 wet marshy bottom areas. Tasks under this contract included general clean up, trash and debris, mowing, bush hogging or brush cutting, and trimming.



Kidwell BMP Repairs. Low Enterprise Real Estate, Fairfax County, VA

Oversaw and implemented retrofit of a stormwater maintenance dry pond facility to rehabilitate the treatment facility back into compliance.

Fisheries Management for Hideaway Pond. Dahlgren Naval Base, Dahlgren, VA

Provided fisheries management services to Hideaway Pond at the Dahlgren Naval Base. Led an electrofishing population survey, scale analysis, and evaluation of benthic macroinvertebrates. Tested the water for livestock suitability, pH, and dissolved oxygen and went on to provide management recommendations to maintain a healthy fish population for the pond.

Heritage Hunt Home Owners Association Pond Maintenance. Prince William County, VA

Maintained 13 ponds at Heritage Hunt, a 750-acre community in Gainesville, VA with 1,863 homes and 3,400 residents. Regularly visited all wet ponds to provide water quality monitoring and treatment for controlling algae and aquatic weeds. Performed inorganic trash removal on all wet and dry ponds, and assesses and treats any nuisance vegetation present in the ponds with the appropriate herbicide or algaecide. Tasks included adding water quality augmentation products (beneficial bacteria, or pond dyes) to minimize algal blooms. Monitored cattail colonization.

Matan Commercial Properties. Hanover County, MD

Contracted to provide maintenance services to enhance the aesthetics and functionality of four (4) stormwater/amenity ponds under the management of Matan Companies, LLP. Maintenance tasks structured to assist the client to be better positioned for the required County stormwater pond inspections. Specific tasks included visual inspections of the ponds and principle spillway, trash and debris collection, application of algae suppressing chemicals, monthly fountain checks and subsequent maintenance, and provision of recommendations to the client on actions needed to keep the pond in compliance with County stormwater regulations.



Michael “Wells” Larson

Project Manager

Wells Larson comes to RES seasoned with construction management and ready to collaborate with clients daily to maximize production efforts and address safety concerns. Wells’ daily responsibilities include developing project budgets, schedules, and forecasting the cost and revenue he is assigned to with the understandings of constructability and technical requirements and constraints.

Wells graduated from Shepherd University with a Bachelor’s in Science for Environmental Studies with a concentration in Aquatics, with this knowledge he has come in great need as our Stormwater Project Manager. He has been on multiple restoration projects since he joined RES in early 2019.

SELECT WORK EXPERIENCE

Dewey’s Creek Phase 2 Stream Restoration, Prince Williams County, VA

Assistant PM - 3000 linear foot stream restoration project

University of Richmond Stream Restoration, University of Richmond, VA

Assistant PM - 2000 linear foot stream restoration project

Meadow Creek Stream Restoration, City of Charlottesville, VA

Assistant PM - 2500 linear foot stream restoration project for The Nature Conservancy

Pond 424 Stormwater Retrofit, Prince William County, VA

Assistant PM - 2 Acre Pond retrofit

Hacksaw Headwaters Dredge, City of Richmond, VA

Assistant PM - Porta dam off James River for dredging of material upstream on the canal

Fairfax MMR Stormwater, Fairfax County, VA

Project Manager - Routine maintenance of 1500 stormwater facilities/Non-Routine Maintenance

Vine Street Stormwater Retrofit, Fairfax County, VA

Project Manager - 1 Acre Pond retrofit

Monarch Lane Stormwater Retrofit, Fairfax County, VA

Project Manager - ½ Acre Pond retrofit

Stone Mill Ct Stream Restoration, Fairfax County, VA

Project Manager - 200 linear foot stream restoration

Great Falls West Pond 2 Dam Repair, Fairfax County, VA

Project Manager - 40’ pipe replacement on dam embankment

Lake Martin Forebay Dredge, Fairfax County, VA

Project Manager - Dredging of forebay leading into Lake Martin

Chestnut Burr Stream Restoration, Fairfax County, VA

Project Manager - 600 linear foot stream restoration

Brooktrail Stream Restoration, Fairfax County, VA

Project Manager - 300 linear foot stream restoration

AT A GLANCE

Contact

mlarson@res.us | 804.338.7776

Years’ Experience

7 years

Education

- BS., Environmental Studies

Certifications and Training

- VADEQ Responsible Land Disturber
- VADEQ Erosion and Sediment Control Plan Reviewer
- VDOT Intermediate Work Zone Traffic Control
- VDOT Erosion & Sediment Control Contractor Certificate
- OSHA 30
- Traffic Control Management
- Flagger
- Spotter
- Forklift Certificate
- First Aid/ CPR



Kyra Arnold

Engineer III

As Engineer III with RES, Kyra Arnold is experienced in civil engineering and land development with an emphasis in stormwater management including hydrologic and hydraulic design and analysis. Her primary responsibilities include preparing environmental impact, restoration, and grading plans. Additional responsibilities include stormwater hydraulic calculations and modeling, utility routing, erosion and sediment control plan development, and stormwater management design plan development including BMP selection and design. In these engineering applications, Kyra has used HEC-1, HEC-HMS, TR-20, HEC-RAS, SCS programs and is trained in StormCAD. She is also experienced in the design and preparation of residential and commercial site plans in Northern Virginia, including site grading, utility design, road design, and erosion and sediment control. Kyra has performed house sitings within multiple Virginia jurisdictions and has been involved with site development projects located in Prince William, Fairfax, Stafford, King George, Spotsylvania, Fauquier, and Loudoun Counties.

SELECT WORK EXPERIENCE

Stormwater Management Plan for Phase 2: Silver Line Extension to Dulles Airport. Metropolitan Washington Airport Authority, Fairfax & Loudoun Counties, VA

Serves as Design Construction Integration Manager for a three-year contract with the Metropolitan Washington Airport Authority (MWAA) to provide technical services for the development and implementation of stormwater management best management practices for Phase 2 of the extension of the Silver Line Metrorail project to Dulles International Airport. The design/build project consists of three dry swales, two filtering practices, three bio-retentions, and five constructed wetlands. Tasks also include regulatory permitting.

North Post Express Diesel Activation. Army Air Force Exchange Service, Fort Belvoir, VA

Serves as Senior Project Engineer to prepare a Stormwater Management Plan and Erosion and Sediment Control Plan for the renovation of an existing fuel station on the base. Tasks include the design and implementation of a bio-retention basin on-site, regulatory permitting, and construction oversight.

Transmission Line 550 (TL550) Rebuild Project. Dominion Energy, West Virginia & Virginia

Serves as Senior Project Engineer to prepare Erosion and Sediment Control Plans and Stormwater Management plans for several phases of the transmission line rebuild project. The line is 65 miles long and extends from Grant, Hardy, and Pendleton Counties in West Virginia to Augusta and Rockingham Counties in Virginia. Tasks also include construction entrance design and regulatory permitting.

Mackeys to Creswell Transmission Line Rebuild Project. Dominion Energy, North Carolina

Serves as Project Engineer to prepare Erosion and Sediment Control Plans for the transmission line rebuild project located in Washington County.

Statewide MS4 / TMDL Implementation & Related Activities On-Call Contract. Virginia Department of Transportation, Statewide, VA

Serves as Project Engineer for a five-year, open-end contract with the Virginia Department of Transportation (VDOT) to provide technical services for the development and implementation of projects to meet applicable Total Maximum Daily Load (TMDL) Action Plans in support of VDOT's Municipal Separate Storm Sewer (MS4) Program. Anticipated projects include stream restoration, land cover conversion, shoreline stabilization, and other structural and non-structural Stormwater Management (SWM) Best Management Practices under this contract include ecological assessment, regulatory permitting, design, construction, construction oversight, and maintenance and monitoring services.

Mount Royal Avenue Stormwater Wet Pond. Harford County Government, Aberdeen, MD.

Serves as Project Engineer to prepare Erosion and Sediment Control Plan for the regrading of existing stormwater management wet pond. Proposed pond volume must equal volume from county-approved stormwater management plan. This task is being completed under RES' on-call with the County.

AT A GLANCE

Contact

karnold@res.us | [REDACTED]

Years' Experience

27 years

Education

- BS, Civil Engineering

Professional Certifications

- Professional Engineer VA, WV, MD
- Virginia Floodplain Management Association



9th Street Stormwater Culvert Design. U.S. Army Fort Belvoir, VA

Serves as Project Engineer to design and analyze the proposed culvert under 9th Street to prevent stormwater from overtopping the road. Tasks include preparing an Erosion and Sediment Control plan.

Town Center Loudoun Environmental Services. Environmental Services Inc., Sterling, VA

Project Engineer for the design of storm sewer outfall into existing stormwater management wet pond. The system will replace the nonfunctioning storm sewer system on site.

PRIOR WORK EXPERIENCE

The Engineering Groupe, Project Engineer

- Potomac Shores-Landbay 3, Prince William County, VA: Project consisting of 161 single-family lots. Work included design and analysis of five stormwater management extended detention ponds for water quantity control and multiple house sitings.
- Hopyard Farm, King George County, VA; Project consisting of 898 single-family lots and a 31-acre commercial area. Work includes preparation of site plans for multiple sections of the property. Tasks included vertical/horizontal alignment of roads and infrastructure and overlot grading.
- 95-Potomac Creek Storage, Stafford County, VA: Project Engineer for this project, consisting of a large parking lot and self-storage facility. Work includes design and analysis of multiple stormwater management facilities for water quality and quantity control.
- Rivergate, Prince William County, VA: Project Engineer for this project, consisting of two six-story apartment buildings and parking lot. Work includes design and analysis of stormwater management facilities for water quality control.



Section 4. Offeror Data Sheet

Please refer to the follow page for RES' completed Offeror Data Sheet, identified as Attachment A in the solicitation.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 21 Months 7

- 3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Arlington County Department of Environmental Services, Arlington, VA	5 years	2100 Clarendon Blvd., Suite 705	Gayle England, 703.228.0773
City of Hampton Public Works,	7 years	419 North Armistead Ave. Hampton, VA 23669,	Robert Tweedy, 757.727.2803
Fairfax County,	2 years	10635 West Dr, Fairfax, VA 22030,	Karlee Copeland, 703.877.2859
Fairfax County Department of Public Works & Environmental Services, Parkway Suite 448 Fairfax, VA		12000 Government Center	Jack Merritt, 703.877.2871
City of Richmond, 900 E. Broad St., Richmond, VA 23219,			Pat Bradley, 804.646.6964

- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

HGS, LLC

5367 Telephone Rd, Warrenton, VA 20187

1408 Roseneath Rd, Suite B, Richmond, VA 23230

- 5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____



Section 5. Small Business Subcontracting Plan

Please refer to the following two pages for RES' completed Small Business Subcontracting Plan, identified as Attachment B in the solicitation.

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: HGS, LLC Preparer Name: Bethany Whitfield

Date: May 25, 2021

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
 Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: Stormwater Structures Maintenance RFP# THW-1113

Date Form Completed: May 25, 2021

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

HGS, LLC
 Firm

5367 Telephone Rd, Warrenton, VA 20187
 Address

Jason Murnock, 540.905.4245
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
N/A					

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED



Section 6. VASCUPP Member Sales

While RES has worked for several VASCUPPP members in the past, including completing two major stream restorations at George Mason University, and a complex stream, wetland and nutrient mitigation bank site owned by the Longwood University Foundation, no major sales were performed over the last twelve months.

Section 7. Pricing Schedule

Please refer to the following two pages for RES' completed Pricing Schedule for this contract.

citing the resulting contract unless the ordering entity has been added by written contract modification.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Contractor shall indicate pricing for items on the following list and add any goods or services to this list deemed pertinent. Any additional items added to the pricelist shall be highlighted.

The contractor shall be responsible for the itemization and break down of all quotes and invoices based on pricing provided in the PRICING SCHEDULE.

	Normal Working	Emergency hours
Services		
Principal	\$175.00 per hour	\$230.00/hr
Certified Safety Professional/Sr. Project Manager	\$140.00 per hour	\$210.00/hr
Environmental Engineer/Professional Geologist	\$140.00 per hour	\$210.00/hr
Project Manager	\$135.00 per hour	\$190.00/hr
Equipment Manager	\$126.00 per hour	\$190.00/hr
Responsible Land Disturber	\$95.00 per hour	\$158.00/hr
Staff Geologist	\$110.00 per hour	\$158.00/hr
Environmental Scientist	\$110.00 per hour	\$158.00/hr
Draftsperson/ CADD Operator	\$80.00 per hour	\$115.00/hr
Field Technician	\$75.00 per hour	\$110.00/hr
Administrative/Documents Manager	\$65.00 per hour	\$100.00/hr
Supervisor	\$110.00 per hour	\$158.00 per hour
Laborer	\$45.00 per hour	\$65.00 per hour
Vacuum Truck and operator services	\$375.00 per hour	Daily Mobilization Fee: \$400.00
Confined Space Entry cost per crew (#__ crew members)	\$185.00 per hour	Daily Mobilization Fee: \$250.00
Liquids Hauling Charge	per gallon	

Solids Hauling Charge	per gallon	
Pressure Wash Fee	\$1500.00 per event	
Equipment		
Trackhoe	\$675.00 per day	
Mini Excavator	\$425.00 per day	
Backhoe	\$465.00 per day	
Skid Steer	\$325.00 per day	
Single-axle dump	\$300.00 per day	
Tandem Axle Dump Truck	\$695.00 per day	
Service truck (4 hour minimum)	\$625.00 per day	
CCTV Equipment with Trailer	\$1200.00 per day	
Dewatering Pump {6"} and Hoses	\$300.00 per day	
Chipper	\$375.00 per day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	\$55.00 per ton	
Class I Rip Rap	\$85.00 per ton	
Clearing and Grubbing Crew cost per crew (#__crew members)	\$185.00 per hour	Daily Mobilization Fee: \$200
Erosion Control Mat with Staples	\$330.00 per roll	
Soil and water analysis (standard turnaround)		
-characterization	\$175.00	
-Total petroleum hydrocarbon (TPH)	\$175.00	
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)	\$300.00	

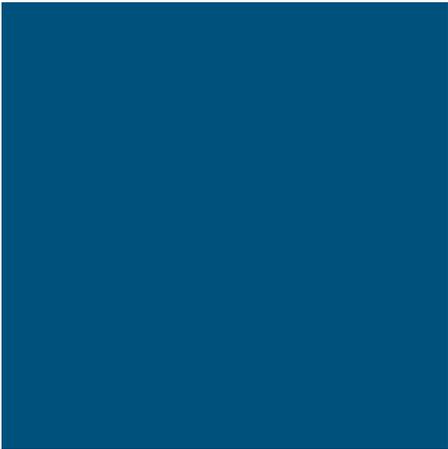
XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map



Appendix A. Equipment List



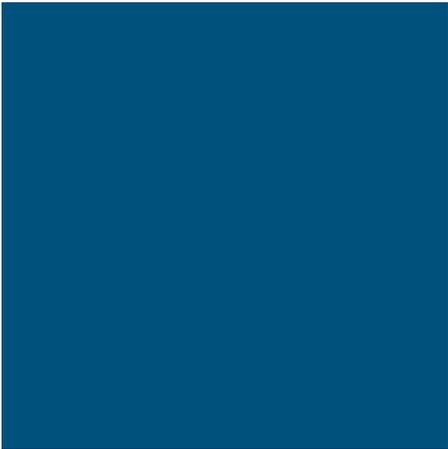
Item	Model Number
UTV (Polaris)	Ranger XP900 Crew Camo EPS
ATV (Yamaha)	GRIZZLY450
Mule (Kawasaki)	
Mule (Kawasaki)	
Mule (Kawasaki)	KAF820DHF
Mule (Kawasaki)	KAF820DJF
UTV RGR-17 Crew (Polaris)	R17RVE87A9 (Ranger)
Mule (Kawasaki)	KAF620MJF
ATV (Honda)	TRX420FA5H
Mule (Kawasaki)	KAF620MJF
Mule (Kawasaki)	KAF620MKF
Mule (Kawasaki)	KAF620MKF
UTV (Honda)	SXS10M3PJ
Boat, 70HP, 4 Stroke (Evinrude)	E70PL4EE
329E Skid Loader	329E
5100E Tractor (John Deere)	5100E
Mulching Head (John Deere)	MH60C
D-5 G Dozer (CAT)	D-5G
D-61PX12 Dozer (Komatsu)	D-61PX12
D-61PX-15EO Dozer (Komatsu)	D-61PX-15EO
D5K Dozer (CAT)	D5K
307C Excavator (CAT)	307C
312C Excavator (CAT)	312C
PC308USLC-3EO Excavator (Komatsu)	PC308USLC-3EO
PC300LC-7EO Excavator (Komatsu) LD	PC300LC-7EO
PC138USLC-8 Excavator (Komatsu)	PC138USLC-8
PC300LC-8 Hydraulic Excavator (Komatsu) HD	PC300LC-8
160X2 Excavator (Linkbelt)	160X2
210X2 Excavator (Linkbelt)	210X2
240LX-Long Front Excavator (Linkbelt)	240LX
210X2 Excavator (Linkbelt)	210X2
160X2 Excavator (Linkbelt)	160X2
312C Excavator (CAT)	312C
308D Excavator (CAT)	308D
160X2 Excavator (Linkbelt)	160X2
160X2 Excavator (Linkbelt)	160X2
321C Excavator (CAT)	321C
321D Excavator (CAT)	321D
305.5E2 Excavator (CAT)	305.5E2
308E CR Excavator (CAT)	308E CR
321DLCR Excavator (CAT)	321DLCR
314DL Excavator (CAT)	314DL
321DCR Excavator (CAT)	321DCR

Item	Model Number
321 DLCR Excavator (CAT)	321 DLCR
312EL Excavator (CAT)	312EL CFTH
308E CR Excavator (CAT)	308E CR
325FCR CF Excavator (CAT)	325 FCR CF
325FCR CF Excavator (CAT)	325 FCR CF
313F CF Excavator (CAT)	313F CF
313F CF Excavator (CAT]	313 F CF
325FCR CF Excavator (CAT)	325FCR CF
313F CF Excavator (CAT]	313F CF
325FCR CF Excavator (CAT)	325FCR CF Excavator
316F Excavator (CAT)	316F CF
316F Excavator (CAT)	316F CF
313F CF Excavator (CAT)	313F CF
308E2 Excavator (CAT)	308E2 SBS
325FCR CF Excavator (CAT)	325FCR CF
308 SBR Excavator (CAT)	308 SBR
323 Excavator (CAT)	323
MTL 20 Track Skid Loader (Mustang)	MTL20
MTL 25 Track Skid Loader (Mustang)	MTL25
MTL 25 Track Skid Loader (Mustang)	MTL25
TL150 Skid Loader (Takeuchi)	TL150
TL150 Skid Loader (Takeuchi)	TL150
TL250 Skid Loader (Takeuchi)	TL250
IT28 Integrated Toolcarrier (CAT)	IT28
TL250 Skid Loader (Takeuchi)	TL250
TL250 Skid Loader (Takeuchi)	TL250
TL10 Compact Skid Loader (Takeuchi)	TL10
TL12CR Skid Loader (Takeuchi)	TL12CR
TL12 Skid Loader (Takeuchi)	TL12
TL12 Skid Loader (Takeuchi)	TL12
930K Wheel Loader (CAT)	930K
TL12R2-CR Track Loader (Takeuchi)	TL12R2-CR
TL12V2-CR Track Loader (Takeuchi)	TL12V2-CR
TL12V2 Track Loader (Takeuchi)	TL12V2
299D2 Skidsteer (CAT)	299D2 XHP
5420 Tractor (JOHN DEERE)	5420
5205 Tractor (JOHN DEERE)	5205
Pulverizer (Woods)	
4500 Tractor (Ventrac)	4500Z



Item	Model Number
4500 Tractor (Ventrac)	4500Z
4500 Tractor (Ventrac)]	4500Z
Site Dumper Rear Steer (Terex)	
CD-60 Track Truck (Komatsu) 7 Ton Off Road Dump Truck	CD-60
CD-60 Track Truck (Komatsu) 7 Ton Off Road Dump Truck	CD-60
Site Dumper Model #PS6-AWSRT2 (Terex)	PS6-AWSRT2
JCB 714 Articulated Haul Truck (John Deere)	JCB714
JCB 714 Articulated Haul Truck (John Deere)	JCB714
912HM Articulated Haul Truck (Hydrema)	912HM
912HM Articulated Haul Truck (Hydrema)	912HM
912HM Articulated Haul Truck (Hydrema)	912HM
912HM Articulated Haul Truck (Hydrema)	912HM
912HM Articulated Haul Truck (Hydrema)	912HM
Site Dumper Model #TA6S (Terex)	TA6S
912HM Articulated Haul Truck (Hydrema)	912HM
912HM Articulated Haul Truck (Hydrema)	912HM
922HM Articulated Haul Truck (Hydrema)	922DHM
922HM Articulated Haul Truck (Hydrema)	922FHM
912HM Articulated Haul Truck (Hydrema)	912EHM
912HM Articulated Haul Truck (Hydrema)	912HM
ATV (Honda)	TRX500FE
Trench Roller (Wacker)	RT82-SC / Revision #113
B70 Straw Blower (Finn)	B70
5' Brush Cutter Attachment (Mustang)	
Dri-Prime CD150 6" Pump (Godwin)	CD150M
Brush Chipper (Vermeer)	BC1500
Dri-Prime CD150 6" Pump (Godwin)	
CD150M 6" Dri-Prime Quiet Pump (Godwin)	CD150M
CD150M 6" Dri-Prime Pump (Godwin)	CD150M
Gutter brush/sweeper (CAT)	BP115C

Item	Model Number
4" CD100 Diesel Pump (Godwin)	CD100
84" Root Grapple (Bradco)	415519
T120T Hydro Seeder (Finn)	
Sweepster 72" Broom (Paladin)	
Sweepster 72" Broom (Paladin)	
Breaker (Atlas)	SBU220
Trench Roller (Wacker)	RT82SC-2
ATV Sprayer (Reddick)	7S050P10
Tractor Boom Sprayer	S4P-8RP-C9006-200
ATV Sprayer (Reddick)	7S050P10
Electro Fisher (Halltech)	HT-2000
John Deere PA30 Planetary Drive Auger	PA30
CD150M 6" Dri-Prime Quiet Pump (Godwin)	CD150M
CD150M 6" Dri-Prime Quiet Pump (Godwin)	CD150M
Planetary Auger (John Deere)	PA-30
CD150M 6" Dri-Prime Quiet Pump (Godwin)	CD150M
CD150S 6" Dri-Prime Quiet Pump (Godwin)	CD150S



Appendix B. Contractor License



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
02-28-2022

NUMBER
2705080981

**BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS H/H**



HGS LLC
ANGLER ENVIRONMENTAL
5367 TELEPHONE ROAD
WARRENTON, VA 20187



Mary Broz-Vaughan
Mary Broz-Vaughan, Director

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

(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
NUMBER: 2705080981 EXPIRES: 02-28-2022

HGS LLC
ANGLER ENVIRONMENTAL
5367 TELEPHONE ROAD
WARRENTON, VA 20187



(FOLD)

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

DPOR-PC (02/2017)

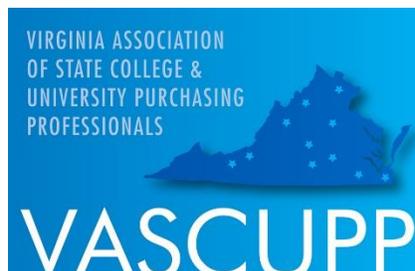


Request for Proposal

RFP# THW-1113

Stormwater Structures Maintenance

April 27, 2021



REQUEST FOR PROPOSAL

RFP# THW-1113

Issue Date: 04/27/2021
Title: Stormwater Structures Maintenance
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on May 25, 2021 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Terri Wuenschel, Buyer Specialist, Procurement Services, wuenschth@jmu.edu; 540-568-7209; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY*** AA; HA; AsA; NW; Micro

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

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into multiple contracts to provide campus-wide stormwater structure maintenance for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The campus is 721 acres and includes 148 buildings. Stormwater structure maintenance through various seasons/weather conditions is a primary concern for the facilities management department.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison expects this solicitation to result in a comprehensive contract for cleaning, maintenance, and repair of campus stormwater structures.

JMU does not guarantee any designated amount of orders from this contract. Purchases between contractors awarded will be at the discretion of the University.

A. SPECIFIC REQUIREMENTS

1. The Contractor shall perform cleaning, maintenance, and repair of campus stormwater structures and best management practices to include, but not limited to, bioretention filters, sand filters, various manufactured BMP systems (i.e. CONTECH StormFilter, Stormcepter, Filterra units, bioretention systems), oil-water separators, underground storage vaults, piping, tanks and structures, surface impoundment areas, drop inlets, open drainage channels, streams, catch basins, manholes, outfalls, dry and wet ponds, pond control structures, etc. There may be an occasional need to perform general excavation, patching and repairing.
2. Contractor shall supply all materials, labor, supervision, and documentation required to complete work.

3. Class A Contractor's License is required. Include a copy of Class A License within proposal.
4. All subcontractors must be approved by the University project manager.
5. Contractor shall comply with all applicable federal, state, local, and University regulations when performing this work.
6. Confined space entry and hot work may be required as part of this work.

- i. Hot Work

- a. All work involving, but not limited to, welding, brazing, soldering, grinding and other applications that can produce sparks or flame capable of initiating fires shall meet the following safeguards:

01. Before hot work can begin in a non-designated location, a completed hot work permit prepared by the project manager is required. Based on local conditions, the project manager must determine the length of the period, not to exceed 24 hours, for which the hot work permit is valid.

02. The following conditions must be confirmed by the project manager before permitting the hot work to commence:

- a. Atmospheric testing must be performed before work may begin in confined spaces or other areas where a combustible atmosphere may exist. If combustible elements in the atmosphere cannot be eliminated then hot work may not take place.
- b. Contractor is expected to have atmospheric testing equipment available, In the event of an emergency; the JMU Power Plant may be available to assist.
- c. Equipment to be used (e.g. welding equipment, shields, personal protective equipment, fire extinguishers) must be in satisfactory operating condition and in good repair.
- d. The floor must be swept clean for a radius of 35 ft if combustible materials, such as paper or wood shavings are on the floor.
- e. Combustible floors (except wood on concrete) must be (#1) Kept wet or be covered with damp sand (note: where floors have been wet down, personnel operating arc welding or cutting equipment shall be protected from possible shock)., or (#2) Be protected by noncombustible or fire-retardant shields.
- f. All combustible materials must be moved at least 35 ft away from the hot work operation. If relocation is impractical, combustibles must be protected with fire-retardant covers, shields or curtains. Edges of covers at the floor must be tight to prevent sparks from going under them, including where several covers overlap when protecting a large pile.
- g. Openings or cracks in walls, floors, or ducts within 35 ft of the site must

be tightly covered with fire-retardant or noncombustible material to prevent the passage of sparks to adjacent areas.

- h. If hot work is done near walls, partitions, ceilings, or roofs of combustible construction, fire-retardant shields or guards must be provided to prevent ignition.
 - i. If hot work is to be done on a wall, partition, ceiling, or roof, precautions shall be taken to prevent ignition of combustibles on the other side by relocating combustibles. If it is impractical to relocate combustibles, a fire watch on the opposite side from the work must be posted.
 - j. Hot work must not be attempted on a partition, wall, ceiling, or roof that has a combustible covering or insulation, or on walls or partitions of combustible sandwich-type panel construction.
 - k. Hot work that is performed on pipes or other metal that is in contact with combustible walls, partitions, ceilings, roofs, or other combustibles must not be undertaken if the work is close enough to cause ignition by conduction.
 - l. Fully charged and operable fire extinguishers that are appropriate for the type of possible fire shall be available immediately at the work area. These extinguishers should be supplied by the group performing the hot work. The fire extinguishers normally located in a building are not considered to fulfill this requirement.
 - m. If hot work is done in proximity to a sprinkler head, a wet rag shall be laid over the head and then removed at the conclusion of the welding or cutting operation. During hot work, special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems (for example, special extinguishing systems or sprinklers).
 - n. Nearby personnel must be suitably protected against heat, sparks, and slag.
 - o. It is the contractor's responsibility to perform all required tasks.
3. A fire watch shall be maintained, by the contractor, during all phases of hot work and for at least 60 minutes after completion of hot work operations in order to detect and extinguish smoldering fires.
- a. The fire watch's only responsibility is to observe the work area where the hot work is being performed. The fire watch shall not perform any other tasks during this time.
 - b. Depending on the situation, multiple fire watches may be needed for one job.
04. The project manager shall inspect the job site 60 minutes following completion of hot work and close out the permit with the time and date of the final check.
05. The area will continued to need to be monitored for 3 hours after the 60 minute fire watch is complete. It will be up to the employee's discretion as to how

often they check the area. Considerations should be given to the type of fire detection and suppression equipment available in the building as well as to the surroundings that the work was performed in.

06. These procedures are intended to compliment and/or exceed all OSHA required actions.

7. Work may include other environmental projects as required by the University.
8. Contractor shall have sufficient resources to work multiple jobs at the same time.
9. The job foreman and project manager or project lead, if the same person is serving in both capacities, must be fluent in English and be present on the job site during all work.
10. The University reserves the right to specify precisely the types of materials to be utilized.
11. Normal working hours shall be Monday through Friday, 7:30 AM – 4:00 PM. If work must be completed during non-working hours, prior authorization must be given by the University project manager.

B. DESCRIBE STATEMENTS: address the following statements within proposal.

1. Describe your approach and ability to provide excellent customer service throughout the term of the contract, to include mobilization of the contractor's management and work staff to meet the needs stated herein. Include how you will provide excellent customer service on fast turn-around projects to include mobilization of a crew if your firm is not in close proximity to the University.
2. Fully describe the qualifications, capabilities, and experience of your firm, in particular, providing stormwater structure maintenance, to include your firm's size and number of employees.
3. Provide an organizational chart indicating which individuals or positions have knowledge of a contract with the University and the degree which each person would be responsible to the University account. Include names of project managers and supervisors.
4. Describe the experience your firm has with provisions of similar services to comparable institutions. These may be term contracts or spot purchases.
5. Provide a statement that indicates whether your firm has been subject to OSHA inspections by State and/or Federal agencies and the results, including citations, if any.
6. Provide information regarding any contract that an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison

University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by 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.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the 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.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data 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 materials 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. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	30
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. 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 agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). 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, sexual orientation, gender identity, 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. (*§6 of the Rules Governing Procurement*).

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise 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 Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. 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.
 2. The Purchasing Agency 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 Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. 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 Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. 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, 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.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal

www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or

institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should

have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- R. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- S. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- T. ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order

citing the resulting contract unless the ordering entity has been added by written contract modification.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Contractor shall indicate pricing for items on the following list and add any goods or services to this list deemed pertinent. Any additional items added to the pricelist shall be highlighted.

The contractor shall be responsible for the itemization and break down of all quotes and invoices based on pricing provided in the PRICING SCHEDULE.

	Normal Working	Emergency hours
Services		
Principal	per hour	
Certified Safety Professional/Sr. Project Manager	per hour	
Environmental Engineer/Professional Geologist	per hour	
Project Manager	per hour	
Equipment Manager	per hour	
Responsible Land Disturber	per hour	
Staff Geologist	per hour	
Environmental Scientist	per hour	
Draftsperson/ CADD Operator	per hour	
Field Technician	per hour	
Administrative/Documents Manager	per hour	
Supervisor	per hour	per hour
Laborer	per hour	per hour
Vacuum Truck and operator services	per hour	Daily Mobilization Fee:
Confined Space Entry cost per crew (#__ crew members)	per hour	Daily Mobilization Fee:
Liquids Hauling Charge	per gallon	

Solids Hauling Charge	per gallon	
Pressure Wash Fee	per event	
Equipment		
Trackhoe	per day	
Mini Excavator	per day	
Backhoe	per day	
Skid Steer	per day	
Single-axle dump	per day	
Tandem Axle Dump Truck	per day	
Service truck (4 hour minimum)	per day	
CCTV Equipment with Trailer	per day	
Dewatering Pump {6"} and Hoses	per day	
Chipper	per day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	per ton	
Class I Rip Rap	per ton	
Clearing and Grubbing Crew cost per crew (#__crew members)	per hour	Daily Mobilization Fee:
Erosion Control Mat with Staples	per roll	
Soil and water analysis (standard turnaround)		
-characterization		
-Total petroleum hydrocarbon (TPH)		
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)		

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposals dated _____:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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