



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4436

This contract entered into this 28th day of April 2015, by Special Renovations, Inc (SRI) 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 May 11, 2015 through May 10, 2016 with 9 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal #CMB-772 dated March 4, 2015:
 - (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 April 14, 2015 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiated Pricing Summary

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

CONTRACTOR:

By: Wynston D. Holbrook II
(Signature)

Wynston D. Holbrook II
(Printed Name)

Title: President

PURCHASING AGENCY:

By: [Signature]
(Signature)

Chris Beahn
(Printed Name)

Title: Senior Buyer, VCCO



**RFP # CMB -854, ASBESTOS AND ABATEMENT SERVICES
NEGOTIATION SUMMARY FOR SPECIAL RENOVATIONS INC (SRI)**

4/28/2015

Contractor has disclosed all potential fees. Additional charges will not be accepted by James Madison University.



P.O. Box 1508
 Chesterfield, Virginia 23832
 (804) 763-2829 Fax: (804) 763-2924

TO: James Madison University
 PROJECT TITLE: RFP CMB-772
 PROPOSAL NUMBER: E15-74
 DESCRIPTION: T&M Costs

T&M Breakdown

Shipping Address:
 3903 Bellson Park Drive
 Midlothian, Virginia 23112

13-Apr-15
 6:04 PM

ITEM DESCRIPTION	QTY	MATERIAL UNIT	UNIT	TOTAL	LABOR RATE	TOTAL	EQUIPMENT RATE	TOTAL
LABOR:								
SUPERVISOR (NORMAL HOURS)		HR		0.00	55.00	0.00		0.00
WORKER (NORMAL HOURS)		HR		0.00	45.00	0.00		0.00
SUPERVISOR (OVERTIME)		HR		0.00	65.00	0.00		0.00
WORKER (OVERTIME)		HR		0.00	55.00	0.00		0.00
PROJECT MANAGER		HR		0.00	95.00	0.00		0.00
PROJECT ADMIN		HR		0.00	45.00	0.00		0.00
				0.00		0.00		0.00
MATERIAL:								
BAGS		RL	49.68	0.00		0.00		0.00
POLY		RL	75.00	0.00		0.00		0.00
TOWELS		BX	26.58	0.00		0.00		0.00
UCT TAPE		RL	5.22	0.00		0.00		0.00
WETTING AGENT		GL	9.85	0.00		0.00		0.00
ENCAPSULANT		GL	7.83	0.00		0.00		0.00
VACUUM BAGS		EA	1.98	0.00		0.00		0.00
LABELS (2500/BX)		BX	64.80	0.00		0.00		0.00
RESP. FILTERS		EA	2.38	0.00		0.00		0.00
BARRIER TAPE		EA	10.67	0.00		0.00		0.00
SPRAY GLUE		CN	2.70	0.00		0.00		0.00
RUBBER GLOVES		PR	0.66	0.00		0.00		0.00
SUITS		BX	29.70	0.00		0.00		0.00
RAGS		LB	0.43	0.00		0.00		0.00
DISPOSACON SHOWER		EA	164.27	0.00		0.00		0.00
MASTIC REMOVER		GL	18.30	0.00		0.00		0.00
DISPOSAL & WM TRANSPORT		CY	42.00	0.00		0.00		0.00
GLOVEBAGS (20/ROLL)		RL	141.60	0.00		0.00		0.00
NOTIFICATION		EA	450.00	0.00		0.00		0.00
FLEX DUCT		EA	17.31	0.00		0.00		0.00
SAMPLES		EA	15.00	0.00		0.00		0.00
PREFILTERS		BX	23.90	0.00		0.00		0.00
SECONDARY FILTERS		BX	48.62	0.00		0.00		0.00
LAY FLAT TUBING (500/ROLL)		RL	59.28	0.00		0.00		0.00
WOVEN BAGS (1000/BUNDLE)		EA	0.50	0.00		0.00		0.00
FIRE RETARDANT POLY		RL	95.40	0.00		0.00		0.00
CLEAR BAGS - NO PRINT		RL	54.23	0.00		0.00		0.00
BACK TO NATURE		BX	54.22	0.00		0.00		0.00
EQUIPMENT								
BUCK		DY		0.00		0.00	150	0.00
NAM RENTAL		E/D		0.00		0.00	25	0.00
VACUUM RENTAL		DY		0.00		0.00	25	0.00
BUFFER		DY		0.00		0.00	50	0.00
FLOOR TILE MACHINE		E/D		0.00		0.00	50	0.00
TOTALS				\$0.00		\$0.00		\$0.00



**ASBESTOS ABATEMENT SERVICES
RFP CMB-772**

Prepared for



**James Madison University
Procurement Services
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807**

April 14, 2015

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Appendix B-	SRI Pricing Schedule
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Appendix D-	SWAM Utilization Plan
Appendix E-	Key Personnel Resume



P.O. Box 1508
Chesterfield, Virginia 23832
(804) 763-2829 Fax: (804) 763-2924
23112

Shipping Address:
3903 Bellson Park Drive
Midlothian, Virginia

April 16, 2007

James Madison University
Procurement Services
752 Ott Street, First Floor Suite 1023
Harrisonburg, VA 22807

RE: ASBESTOS ABATEMENT SERVICES
RFP CMB-772

Dear Sir:

Special Renovations, Inc. (SRI) is pleased to submit the following statement of qualifications for the provision of asbestos abatement services to James Madison University. This proposal was prepared in response to the Request for Proposal CMB-772 from the James Madison University Procurement Services dated March 4, 2015. The RDH Team is truly excited about the prospect of assisting the county in this endeavor, and respectfully submits the enclosed information for your review and consideration.

Through a review of the enclosed materials SRI will demonstrate that the combination of management experience with municipalities, the qualifications of SRI professionals, the ability to provide a timely, professional response to the university and the cost-efficiency and methodology of our practice makes SRI the singular contractor qualified to perform this work. SRI is prepared to consistently deliver these assets to James Madison University.

SRI and our team members appreciate the opportunity to propose these asbestos abatement services to James Madison University. Please feel free to call (804) 763-2829 with any questions or if further assistance is required.

Respectfully,
Special Renovations, Inc.

Wynston D. Holbrook, II CHMM
President

Section 1 Understanding of Scope of Services *(Ref. Section IV Statement of Needs, A)*

SRI has significant capabilities in environmental remediation and construction projects. SRI has provided similar services for a full spectrum of clients including universities, hospitals, private and commercial land developers, land brokers, municipalities, financial institutions, the Army Corps of Engineers and various other local, state and/or federal entities.

In this section the three specific projects, Lakeside Abatement (Appendix D), Post Office Abatement (Appendix E) and Hillside Hall Abatement (Appendix F) are addressed.

The sequence of events for all University projects shall be as follows:

- 1) Upon award of the contract, Special Renovations will provide written notification to the EPA and VA DLI of the intended asbestos abatement project. Additionally, SRI will provide the University with the applicable documentation as required in Section 1.4A Contractor Submittals (Sub part 1-8). This information will be provided in both digital and hard copy format.
- 2) The pre-construction will be attended by the project manager the asbestos project supervisor(s).
- 3) Mobilize and initiate work per applicable specifications and scope of work. This shall include the placement of materials, equipment and waste transport.
- 4) Complete removal operations as per the applicable specifications and scope of work. In the event that there is a change in the intended scope of work (addition or deletion) the University will be immediately notified prior to proceeding.
- 5) Allow adequate time for the collection and analysis of final air samples by the University's Representative.
- 6) Upon receipt of successful final air sample results, initiate the "tear down" of the work area and demobilize.
- 7) Provide waste shipment manifests to the University immediately upon receipt from the disposal site.
- 8) Provide final billing for all project related service.

Project Specific Information

Lakeside A, B, C & D

Removal of approximately 48,000 square feet (sf) of carpet, non-friable asbestos containing floor tile, associated mastic and non-asbestos containing cove base from the four (4) Lakeside residential housing units will be completed in substantial conformance with the General Specifications Section 02040, to include the following summary work plan. All work will be performed as an Occupational Safety & Health Administration (OSHA) *Class II* activity.

Class II asbestos work means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics. A mandatory 10 day Notification to the United States Environmental Protection Agency (EPA) and a 20 day notification to the Virginia Department of Labor and Industry (DLI) will be required due to the utilization of mechanical buffers while stripping the asbestos containing mastic associated with the existing floor tile.

Schedule

This project will be completed in two (2) phases. Phase I will consist of the abatement of sections A and D (June 1-12, 2015). Phase II will consist of the abatement of units C and B (July 6-17, 2015). SRI anticipates completing the removal operations with adequate time to allow for the collection and analysis of final air samples by the University's Representative. It is anticipated that the project schedule will require work seven (7) days a week with 10 hour shifts for the duration of the project. In the event that it is determined that additional effort is required, there may be an increase in the work shift hours and/or the manpower supplied to the project.

Manpower

As two (2) work areas will be operating concurrently (Phase I - Sections A&D and Phase II - Sections C&B) an asbestos abatement supervisor will be provided for each operation work area. One of these supervisors will serve as the Project Supervisor/Point of Contact. The second supervisor will serve as the work area supervisor for their specific work area. It is anticipated that this project will require 12 men per work area, for the above referenced duration, to complete the project on schedule. In the event that it is determined that additional work forces are required to maintain the project schedule, the Project Manager will supplement the work force as required within 24 hours of the determination.

Scope of Work

- 1) Remove all remaining moveable items from the work area.
- 2) Install 6 mil polyethylene critical barriers over door opening and exhaust vents. Install an adequate amount of high efficiency particulate air (HEPA) filtration machines to ensure a minimum of six (6) air changes per hour while maintaining a negative pressure differential of -0.2 inches of water. The negative pressure differential shall be continuously monitored via the utilization of a contractor supplied manometer.
- 3) Negative air machines will be vented to the exterior of the building.
- 4) Establish a regulated area, as per CFR29 1926.110. The regulated area is to be demarcated by red and black asbestos warning tape. Only authorized personnel will be

- allowed inside the regulated work area. (Dual points of egress will be maintained for areas adjacent to the work regulated work area)
- 5) Install a three stage decontamination unit at egress to work area. It is anticipated that the removal operations in each of the four (4) units will be conducted as a single work area/containment.
 - 6) Remove asbestos containing floor tiles utilizing hand tools and/or electric tile scrapers. All removal operations will be conducted utilizing wet removal methods and HEPA equipped vacuums. Flooring shall be removed substantially intact.
 - 7) Flooring and debris will be immediately collected and placed inside waste disposal bags within the regulated area.
 - 8) Floor tile adhesive will be removed utilizing a low odor solvent vented through charcoal filters. Debris will be cleaned utilizing a combination of wet wiping and HEPA equipped vacuums.
 - 9) Remove any remaining visual debris from the surface of the polyethylene drop cloth utilizing a combination of wet wiping and HEPA equipped vacuums.
 - 10) Wet wipe all vertical and horizontal surfaces within the work area. Rags will be disposed of in 6 mil polyethylene waste bags, properly labeled and prepared for shipment off site for disposal.
 - 11) The site supervisor and the University's Representative will visually inspect the work area to insure that the intended asbestos containing materials have been successfully removed. The application of encapsulant to the abated surfaces will be at the discretion of the University's Representative.
 - 12) Upon successful completion of the visual inspection, the University's Representative will collect and analyze, on site, final clearance air samples.
 - 13) Upon successful completion of the final clearance air sampling, the work area may be dismantled and demobilization may begin.

Personal Protective Equipment

½ face negative pressure respirators
Disposable coveralls
Gloves
Safety glasses
Hard Hats
Rubber Boots

Air Sampling

Final clearance sampling shall consist of static environmental air sampling, following National Institute of Safety and Health (NIOSH) 7400 Methodology. This will be conducted within the work area by the University's Representative. Final clearance criteria shall be the EPA's recommended clean air standard of 0.01 fibers per cubic centimeter (f/cc).

Full shift personal air sampling, to include the collection of 30 minute excursion samples, will be conducted on employees engaged in remedial action. Sampling shall consist of at least one employee for each independent task or 25% of the work force, whichever is greater.

Laboratory

All personal air samples will be shipped via chain of custody protocol to an accredited laboratory for analysis by Phase Contrast Microscopy (PCM). At this time Environmental Hazards Services has been selected as the project laboratory.

Warren Campus Center - Post Office

Removal of approximately 1) 2,399 sf of non-friable asbestos containing/contaminated floor tile and associated mastic; 2) 3,000 cubic feet (cf) of asbestos containing/contaminated spray applied fire-proofing; 3) 8,000 sf of asbestos contaminated ceiling system and grid; 4) 220 linear feet (lf) of asbestos contaminated concrete masonry unit (CMU) wall system, and 5) three (3) asbestos containing heat shields from the Warren Campus Center Post Office. All work will be completed in substantial conformance with the General Specifications Section 02040, to include the following summary work plan. All work will be performed as an Occupational Safety & Health Administration (OSHA) *Class I or II* activity.

Class I asbestos work means activities involving the removal of RACM which is thermal system insulation or surfacing material. *Class II asbestos work* means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics. A mandatory 10 day Notification to the United States Environmental Protection Agency (EPA) and a 20 day notification to the Virginia Department of Labor and Industry (DLI) will be required.

SRI will remove all fluorescent light tubes, light ballasts, mercury switches/thermometers and lead acid batteries from throughout the designated work area. Light tubes and mercury containing devices shall be treated as a Universal Waste. Light ballast not clearly marked as "Non-PCB" containing shall be treated as a hazardous waste in accordance with USEPA 40 CFR Parts 750 and 761. Light ballasts labeled as "Non-PCB" will be treated as general construction debris.

Additionally, SRI will be responsible for the removal of any interior fixtures, building components or object that may impede the above referenced work. These items, as demarcated on drawing D101 (Martin & Co. Architects, Inc. January 7, 2015) may be removed prior to the initiation of remediation and asbestos abatement.

Schedule

This project will be completed in one (1) phase starting June 1, 2015 with a completion date of July 3, 2015. SRI anticipates completing the removal operations with adequate time to allow for the collection and analysis of final air samples by the University's Representative. It is anticipated that the project schedule will require work seven (7) days a week with 10 hour shifts for the duration of the project. In the event that it is determined that additional effort is required, there may be an increase in the work shift hours and/or the manpower supplied to the project.

Manpower

An asbestos abatement supervisor will be provided for project oversight and to serve as the Project Supervisor/Point of Contact. It is anticipated that this project will require 8 men per work shift, for the above referenced duration, to complete the project on schedule. In the event that it is determined that additional work forces are required to maintain the project schedule, the Project Manager will supplement the work force as required within 24 hours of the determination.

Scope of Work

- 1) Remove all remaining moveable items from the work area.
- 2) Install 6 mil polyethylene critical barriers over door opening and exhaust vents. Install an adequate amount of high efficiency particulate air (HEPA) filtration machines to ensure a minimum of 4 (4) air changes per hour while maintaining a negative pressure differential of -0.2 inches of water. The negative pressure differential shall be continuously monitored via the utilization of a contractor supplied manometer.
- 3) Negative air machines will be vented to the exterior of the building.
- 4) Establish a regulated area, as per CFR29 1926.110. The regulated area is to be demarcated by red and black asbestos warning tape. Only authorized personnel will be allowed inside the regulated work area. (Dual points of egress will be maintained for areas adjacent to the work regulated work area)
- 5) Install a hard sided, lockable, three stage decontamination unit at egress to work area. An additional air lock, waste load-out chamber may be added if required.
- 6) Remove and package for transport/disposal light tubes, ballasts and mercury containing devices.

- 7) Remove asbestos containing materials utilizing hand tools and/or HEPA equipped electric tools. All removal operations will be conducted utilizing wet removal methods and HEPA equipped vacuums. Flooring shall be removed substantially intact.
- 8) All debris will be immediately collected and placed inside waste disposal bags within the regulated area.
- 9) Floor tile adhesive will be removed utilizing a low odor solvent vented through charcoal filters. Debris will be cleaned utilizing a combination of wet wiping and HEPA equipped vacuums.
- 10) Remove any remaining visual debris from the all horizontal and vertical surfaces in the work area utilizing a combination of wet wiping and HEPA equipped vacuums.
- 11) Wet wipe all vertical and horizontal surfaces within the work area. Rags will be disposed of in 6 mil polyethylene waste bags, properly labeled and prepared for shipment off site for disposal.
- 12) The site supervisor and the University's Representative will visually inspect the work area to insure that the intended asbestos containing materials have been successfully removed.
- 13) Apply encapsulant to the abated surfaces within the work area.
- 14) Upon successful completion of the visual inspection and after adequate time has been allowed for the encapsulant to dry, the University's Representative will collect and analyze, on site, final clearance air samples.
- 15) Upon successful completion of the final clearance air sampling, the work area may be dismantled and demobilization may begin.

Personal Protective Equipment

½ face negative pressure respirators
Disposable coveralls
Gloves
Safety glasses
Hard Hats
Rubber Boots

Air Sampling

Final clearance sampling shall consist of static environmental air sampling, following National Institute of Safety and Health (NIOSH) 7400 Methodology. This will be conducted within the work area by the University's Representative. Final clearance criteria shall be the EPA's recommended clean air standard of 0.01 fibers per cubic centimeter (f/cc).

Full shift personal air sampling, to include the collection of 30 minute excursion samples, will be conducted on employees engaged in remedial action. Sampling shall consist of at least one employee for each independent task or 25% of the work force, whichever is greater.

Laboratory

All personal air samples will be shipped via chain of custody protocol to an accredited laboratory for analysis by Phase Contrast Microscopy (PCM). At this time Environmental Hazards Services has been selected as the project laboratory.

Hillside Hall

Removal of approximately 33,144 square feet (sf) of non-friable asbestos containing floor material, associated mastic and non-asbestos containing cove base from the three (3) wings of the Hillside residential housing units will be completed in substantial conformance with the General Specifications Section 02040, to include the following summary work plan. All work will be performed as an Occupational Safety & Health Administration (OSHA) *Class II* activity.

Class II asbestos work means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics. A mandatory 10 day Notification to the United States Environmental Protection Agency (EPA) and a 20 day notification to the Virginia Department of Labor and Industry (DLI) will be required due to the utilization of mechanical buffers while stripping the asbestos containing mastic associated with the existing floor tile.

Schedule

This project will be completed in three (3) phases. Phase I will consist of the abatement of the east wing ground and second floors. Phase II will consist of the abatement of the center wing ground and second floors. Phase III will consist of the abatement of the west wing ground and second floors. There is the potential to work all three (3) phases simultaneously if desired. The project duration is May 25, 2015 through June 26, 2015. SRI anticipates completing the removal operations with adequate time to allow for the collection and analysis of final air samples by the University's Representative. It is anticipated that the project schedule will require work seven (7) days a week with 10 hour shifts for the duration of the project. In the event that it is determined that additional effort is required, there may be an increase in the work shift hours and/or the manpower supplied to the project.

Manpower

In the event that two (2) work areas are operating concurrently an asbestos abatement supervisor will be provided for each operation work area. One of these supervisors will serve as the Project Supervisor/Point of Contact.

The second supervisor will serve as the work area supervisor for their specific work area. It is anticipated that this project will require 10 men per work area, for the above referenced duration, to complete the project on schedule. In the event that it is determined that additional work forces are required to maintain the project schedule, the Project Manager will supplement the work force as required within 24 hours of the determination.

Scope of Work

- 1) Remove all remaining moveable items from the work area.
- 2) Install 6 mil polyethylene critical barriers over door opening and exhaust vents. Install an adequate amount of high efficiency particulate air (HEPA) filtration machines to ensure a minimum of six (6) air changes per hour while maintaining a negative pressure differential of -0.2 inches of water. The negative pressure differential shall be continuously monitored via the utilization of a contractor supplied manometer.
- 3) Negative air machines will be vented to the exterior of the building.
- 4) Establish a regulated area, as per CFR29 1926.110. The regulated area is to be demarcated by red and black asbestos warning tape. Only authorized personnel will be allowed inside the regulated work area. (Dual points of egress will be maintained for areas adjacent to the work regulated work area)
- 5) Install a three stage decontamination unit at egress to work area. It is anticipated that the removal operations in each of the four (4) units will be conducted as a single work area/containment.
- 6) Remove asbestos containing floor tiles utilizing hand tools and/or electric tile scrapers. All removal operations will be conducted utilizing wet removal methods and HEPA equipped vacuums. Flooring shall be removed substantially intact.
- 7) Flooring and debris will be immediately collected and placed inside waste disposal bags within the regulated area.
- 8) Floor tile adhesive will be removed utilizing a low odor solvent vented through charcoal filters. Debris will be cleaned utilizing a combination of wet wiping and HEPA equipped vacuums.
- 9) Remove any remaining visual debris from the surface of the polyethylene drop cloth utilizing a combination of wet wiping and HEPA equipped vacuums.
- 10) Wet wipe all vertical and horizontal surfaces within the work area. Rags will be disposed of in 6 mil polyethylene waste bags, properly labeled and prepared for shipment off site

for disposal.

- 11) The site supervisor and the University's Representative will visually inspect the work area to insure that the intended asbestos containing materials have been successfully removed. The application of encapsulant to the abated surfaces will be at the discretion of the University's Representative.
- 12) Upon successful completion of the visual inspection, the University's Representative will collect and analyze, on site, final clearance air samples.
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Full shift personal air sampling, to include the collection of 30 minute excursion samples, will be conducted on employees engaged in remedial action. Sampling shall consist of at least one employee for each independent task or 25% of the work force, whichever is greater.

Laboratory

All personal air samples will be shipped via chain of custody protocol to an accredited laboratory for analysis by Phase Contrast Microscopy (PCM). At this time Environmental Hazards Services has been selected as the project laboratory.

Section 2 Corporate Structure & Methodology *(Ref. Section IV, B)*

Introduction

Special Renovations, Inc. was founded in 1992. The primary business offerings of Special Renovations included asbestos and lead-based paint abatement, selective demolition and mechanical insulation. The business was successful and grew rapidly to include a strong client base in the education, municipal, government and private sectors. Multiple term contracts were awarded from clients including the University of Virginia, James Madison University, Virginia Commonwealth University and the City of Richmond. These term contracts have been renewed multiple times by various organizations and agencies. A more comprehensive client list and representative references has been discussed in *Section 3 Experience and Qualifications*.

SRI's professionals primarily expected to perform this work are full-time, dedicated employees and as such will be able to provide immediate response when necessary. Mr. Wynston Holbrook will serve as the SRI primary point of contact. Mrs. Barbara Arnett will serve as the secondary point of contact for the administration of this work. Mr. Holbrook and Mrs. Arnett are available by phone at (804) 763-2829, extensions 101 and 102, respectively, to answer any and all questions regarding SRI's qualifications and capabilities.

SRI utilizes a multi-tiered and systematic approach to the administration of all projects. Upon receipt of the initial contact or task order request, a project team is assembled by the project manager. This team consists of professional personnel best qualified for the specific project. The project team is briefed on the details pertaining to the specific project and a scope of work is devised. The scope of work is presented to the client, along with cost estimates and anticipated project schedules for consideration and review. Upon final review and signed approval by the University, SRI will implement the intended schedule and commence work.

In the case of an emergency response, the project manager will respond immediately to provide assistance, gather the data pertinent to the project and to initiate a more detailed and scope of work. Upon initial mobilization and the down grading of the emergency, an emergency response project is handled in the same manner and is subjected to the same review, requirements, and systematic approach as all other projects.

Upon commencement of a project, the project manager will remain in constant contact with the appropriate University personnel or representative. This insures that there are open lines of communication, that important details are not omitted or left out and that any unexpected occurrences or changes in the scope of work may be addressed immediately with minimal disruption to the project schedule or budget.

From its inception to the present, SRI has maintained an organization with a flat structure, in order to maximize efficiency and accountability. SRI's broad experience base provides a solid foundation for successfully managing and executing multi-site and multi-task programs for our clients. Our organizational design not only provides accountability, measurable goals and

defined execution procedures, but also allows for multi-tiered peer/professional review to assure quality field work and reporting on each and every project. SRI proposes to staff this project with experienced and dedicated personnel to consistently accomplish the following goals:

- *Work is done right the first time*
- *Work is completely safe and in compliance with regulations*
- *Work is completed on schedule*

Staffing Levels

SRI utilizes three basic staffing levels. These include:

Senior Level Staff and Project Managers – These professionals have extensive experience in various aspects of environmental consulting, civil engineering, land surveying, cultural resources and emergency response. They are responsible for project design, project management, cost controls, quality assurance and quality control as well the more technical aspects of some projects.

The overall effort required from the Senior Staff varies from project to project dependent on the complexity. However, this effort typically constitutes approximately 5% of the total project labor effort as Senior Staff are organically imbedded into all phases of the project.

Field Staff – These professional also have extensive experience in specified fields in the consulting industry to environmental consulting, engineering and land surveying. They provide the majority of the actual field work in regards to the collection and reporting of site observations, scientific data and general conditions. Field staff often provide project over site and management during project execution in order to protect the interest of the client.

The overall effort required from the Field Staff varies from project to project dependent on the complexity and the need for Senior Level support. However, this effort typically constitutes approximately 90% of the total project labor effort.

Administration and Support Staff - These professionals provide the infrastructure for Senior Level and Field Staff. Specifically, they provide all of the administrative support, logistic support, auto-cad preparation and final report compilation required to complete an assigned task order.

The overall effort required from the Administrative and Support Staff typically constitutes approximately 5% of the total project labor effort for any given project.

SRI's responsibilities to James Madison University are simply defined. SRI is to provide the University with the highest quality of professional service possible. This includes contemporaneous project communication between project managers and University staff; accurate cost and scheduling estimates, and; punctual project completion.

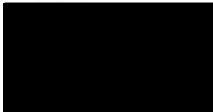
Our primary goal is to provide comprehensive abatement services to James Madison University with minimal disruption to daily routine, professional obligations or public services in order to help the University build a sustainable future.

Communication

Building on the management principles of maintaining a strong reputation for quality service, cost effectiveness and responsiveness, SRI strives to provide the highest quality of environmental remediation and contracting services. In order to effectively service our clients, senior level staff members are available seven (7) a week for consultation and to address emergency situations. In the event that a project manager can not be reached, the names and contact information of project supervisors familiar with the contractual obligations and working relationship between SRI and the University will be provided at the initiation of the contract to serve as supernumerary contacts.

SRI's primary goal is to provide the needed skills and assets to clients as efficiently and cost effectively as possible. Projects are managed by a single project manager, who has ultimate responsibility to ensure that all the client's needs and expectations are not only met, but exceeded for the duration of the project.

Dedicated Project Personnel

Name	Role	Office	Mobile
Wynston D. Holbrook II	Project Manager	804-763-2829	
Luis Morales	Site Supervisor	804-763-2829	
Corey Smith	Site Supervisor	804-763-2829	

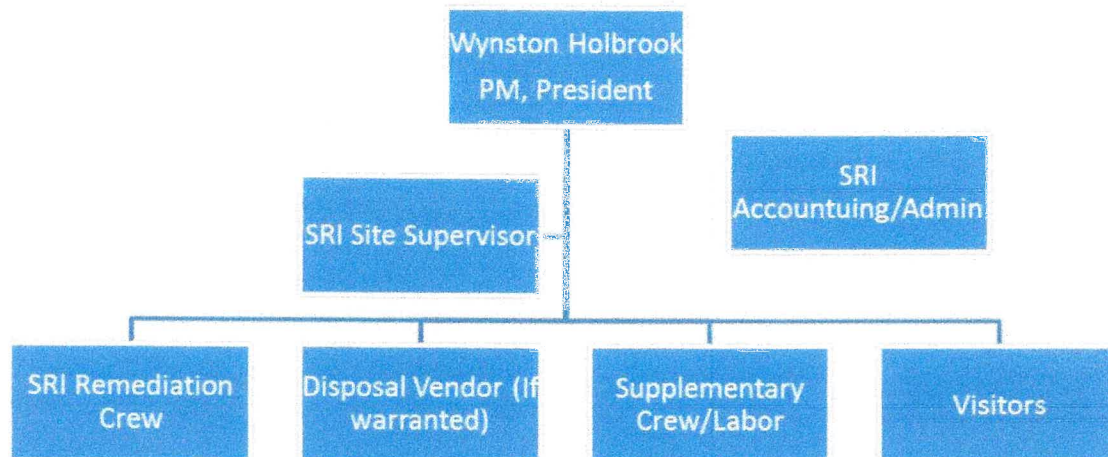
Response Times/Mobilization

For most "Routine" projects, SRI prefers to have adequate time 4-5 days prior to the start of the project, in order to outline the specific project requirements, communicate the University and or their representative, secure materials and supplies for the project, inform the project supervisor or any special constraints or limitations and mobilize the crew. This allows for all questions to be answered and the project specifics adequately addressed.

However, there are times when advanced notice is not an option due to an emergency or "Urgent" time limiting factor. In the event of an emergency, Special Renovations, Inc. has the ability to field a crew with 24 hour to respond to the University's needs.

SRI Staffing

SRI maintains a staff of approximately 14 full time employees. Of these 14 employees, 2 are senior level project managers and/or accounting staff, four (4) are field supervisors and the remaining employees are field technicians. In the event that a project requires additional labor and effort, SRI has the capability to drastically increase the crew size within a short amount of time. An example of this ability is a large project in 2013 that required an additional 40 crew members in order to escalate production and meet the project goals. These crew members were added within 48 hours of the request and remained on the project through substantial completion. It is not unusual for SRI's supplementary crews to remain working on SRI projects for durations of four to six months, if needed.



Section 3 Experience and Qualifications *(Ref. Section IV, B)*

Special Renovations, Inc. has been performing asbestos, lead and hazardous materials abatement projects for 23 years, and completes over 180 projects per year on average. We have recently completed several projects for the Department of Veterans Affairs Medical Center - Richmond (Curt Rosenthal at 804-675-5000). We have also completed numerous projects at VCU/MCV (Owner's in-house industrial hygienist is David Patterson at 804-400-4986). In addition, we have completed a multitude of projects at the University of Virginia and UVA Hospitals (Owner's in-house industrial hygienist is Marlin Phillips at 434-982-4912 or 434-953-8622). SRI currently maintains a rem contract for abatement services with James Madison University. Additional references have included for review.

References **for Special Renovations, Inc.**

- 1) Chesterfield County
9800 Government Center Parkway
Chesterfield, Virginia 23832

Contacts: Darlene Lathrop, Project Manager
804-768-7567

Projects: Asbestos abatement and selective demolition at Central
Library (February 2012 – April 2012). \$195,000.00
- 2) Genworth Financial
6620 West Broad Street
Richmond, VA 23230

Contact: Chris Murphy, Environmental Consultant
952-381-7249

Project: Asbestos and hazardous materials remediation at former
hotel complex prior to demolition (February 2012 - April
2012). \$489,000.
- 3) Barton Malow
2307 East Broad Street
Richmond, VA 23223

Contact: Kevin McMichael
804-698-2959

Projects: Asbestos abatement and selective demolition at the College of William and Mary, Andrews Hall under lump sum contract (2010). \$189,000.

- 4) University of Virginia
Office of Environmental Health and Safety
P.O. Box 3425
Charlottesville, VA 22901

Contact: Marlin Phillips
804-982-4912

Projects: Various asbestos abatement, lead paint abatement, mold remediation, selective demolition, and mechanical re-insulation projects at the University of Virginia and UVA Hospital under an Annual Maintenance Contract. (May 1995 - present). \$4,000,000.

- 5) English Construction
615 Church Street
Lynchburg, VA 24504

Contact: Kayne Foutze, Project Manager
434-845-0301

Project: Asbestos abatement, hazardous material remediation and selective demolition at historic Longwood University, French Hall. (June 2012 – July 2012). \$317,000.

- 6) James Madison University/Real Estate Foundation
181 Patterson Street
Harrisonburg, VA 22807

Contact: Gary Shears
540-568-2850

Projects: Asbestos abatement, hazardous material remediation and complete building demolition of Walnut Apartments.
(October 2012 - present) \$575,000.00.

- 7) Gilbane Building Company
830 East Main Street
Richmond, VA 232193

Contact: Dan Katsion or Ed Musselman
301-317-6100

Project: Selective Demolition and lead paint abatement at a historic classroom building on "The Lawn" at the University of Virginia. (March 2005 – October 2007) \$416,000.

- 8) Barton Malow
2307 East Broad Street
Richmond, VA 23223

Contact: Zach Isbell
804-698-2959

Project: Asbestos abatement and selective demolition at VCU Health Systems Education Phase II project under lump sum contract (November 2011 – October 2012). \$142,000.

- 9) Harrisonburg Construction
3011 A John Wayland Highway
Dayton, VA 22821

Contact: Jared (Jerry) Andrews
540-434-9560

Project: Asbestos abatement and selective demolition at the University of Virginia, Lambeth Field Apartments over three (3) summers under lump sum contracts (May 2010 – July 2012). \$600,000.

- 10) Hourigan Construction
1600 Forest Avenue
Richmond, VA 23229

Contact: Brian Butler
804-282-5300

Project: Selective demolition of three buildings at Collegiate Schools
(May 2011 - August 2011). \$98,000.

- 11) Washington Building – Capitol Square
1100 Bank Street
Richmond, VA 23219

Contact: DPR Construction, Inc.
703-698-0100

Project: Asbestos abatement, lead paint abatement, selective
demolition, PCB/mercury recycling at a 13-story historical
building on Richmond's Capitol grounds. (January 2006 –
May 2006) \$946,000.

Section 4 OSHA Statement *(Ref. Section IV, B)*

Special Renovations, Inc. has been inspected multiple times over the 23 years that the company has been in operation. These inspections have been conducted by both Federal and state organizations.

The last OSHA inspection on record is by the Virginia Department of Labor and Industry on April 16, 2012. The inspection was conducted while SRI worked on the James Madison University, JMU Health Center Work site located at 251 Grace Street in Harrisonburg, VA. The results of the inspection did not reveal any conditions considered to be violations of the applicable standards by the inspector.

Wynston D. Holbrook II
President

Section 5 Pricing Schedule *(Ref. Section IV, B and Ref. Section X)*

General Pricing Schedule

A copy of Special Renovations, Inc.'s standard pricing has been attached as Appendix B for review.

Project Specific Pricing

Project	Labor Cost	Material/Disposal Cost	Total Cost
Lakeside	\$192,000.00	\$48,000.00	\$240,000.00
Post Office	\$195,716.80	\$48,929.00	\$244,646.00
Hillside Hall	\$132,576.00	\$33,144.00	\$165,720.00

Section 6 Non-Renewal of Contracts *(Ref. Section IV, B)*

Special Renovations, Inc. has not been rejected by a client for the renewal of any contracts in the last five years. The most recent contract renewals have been with the City of Richmond (April 2015) and James Madison University (June 2014).

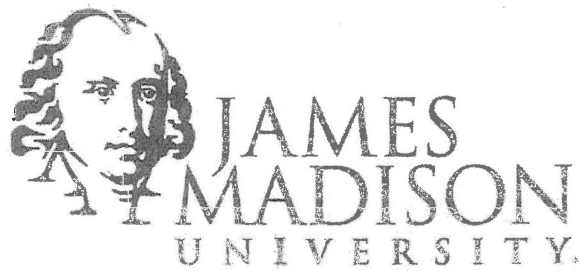
Section 7 VASCUPP Sales

Previous 12 months gross sales to VASCUPP members by Special Renovations, Inc.
(Does not include work performed as a subcontractor)

College of William and Mary	\$0.00
George Mason University	\$0.00
James Madison University	\$0.00
University of Virginia	\$174,278.28
Virginia Commonwealth College	\$10,950.00
Virginia Military Institute	\$0.00
Virginia Tech	\$0.00

APPENDIX A

Copy of RFP CMB-772

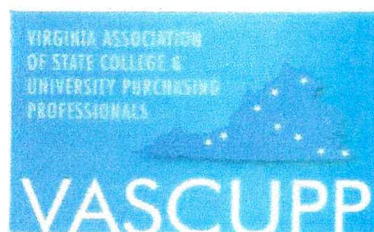


Request for Proposal

RFP CMB-772

Asbestos Abatement Services

March 4th, 2015



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL
RFP # CMB-772

Issue Date: March 4, 2015

Title: Asbestos Abatement Services

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. on April 14th, 2015 For Furnishing The Services Described Herein.

MANDATORY PRE-PROPOSAL: is scheduled for Thursday, March 12th at 2:00 PM. No one allowed in after 2:00 PM. Location of meeting will be held at James Madison University, Procurement Services, Wine Price Building, 752 Ott Street, Conference Room 1001, Harrisonburg, VA 22807. . The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 2:00PM.

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: Chris Beahm, VCCO, Buyer, Facilities & Construction Team, Procurement Services, beahmcm@jmu.edu 540/568-3002 (Fax) 540/568-7936 no later than.

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:

Special Renovations, Inc.
3903 Bellson Park Drive
Midlothian, VA 23112

By: Wynston D. Holbrook II
(Signature in Ink)
Name: Wynston D. Holbrook II
(Please Print)
Title: President

Date: 13 April 2015

Phone: 804-763-2829

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

Web Address: www.specialrenovations.com

Fax #: 804-763-2924

Email: wholbrook@specialrenovations.com

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

X YES; ☐ NO; IF YES =>=> X SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW

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

REQUEST FOR PROPOSAL

RFP # CMB-772

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from licensed, qualified sources to enter into a contract to provide asbestos abatement services 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 nine (9) additional one-year periods.

Contractors shall be licensed and experienced in the removal and appropriate legal disposal of asbestos and/or lead and/or other incidental hazardous or special containing materials for future, yet-to-be-determined renovation/improvement projects at various locations at James Madison University, an agency of the Commonwealth of Virginia.

There is no guarantee of any amount of services that may be requested during the term of the contract. Performance Bonds may be required when individual project costs exceed \$100,000.00. This contract is not mandatory. It is for the convenience of James Madison University in expediting quick turnaround abatement projects. James Madison University reserves the right to publicly solicit projects individually in lieu of utilizing the contracts that result from this Request for Proposal. James Madison University will distribute work to the vendor(s) awarded this contract as beneficial to the university.

II. BACKGROUND

James Madison University is a public, comprehensive university of approximately 20,000 students, 920 full-time teaching faculty and 1,300 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,000 people located in the heart of the scenic and historically rich Shenandoah Valley. The University is known for the high quality of its academic programs, its commitment to liberal arts education and its extremely competitive admissions process.

James Madison has maintained contracts for asbestos abatement services for the past ten years with three firms. In the last year approximately \$440,000.00 has been spent among the three contracts combined. Firms on contract for asbestos abatement services are expected to provide excellent customer service throughout the term of the contract, to include mobilization of the contractor's management and work staff on fast turnaround projects. Firms are required to be licensed, experienced and have the capacity to handle abatement services of varying size and complexity.

All abatement projects are monitored by an independent firm.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) 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

A.

1. Contractor shall be capable of meeting the requirements of the attached Asbestos Containing Material Removal Specifications. Contractor shall provide a methodology and timeline for each of the three (3) attached

Asbestos Containing Material Removal Specification projects (Attachments D, E, F). For Proposed Cost section of each project See Section X. "*Pricing Schedule*" of this Request for Proposal.

2. Contractor shall abide by all state, federal, local, and other pertinent regulations and reporting requirements in regard to the removal of asbestos, lead, and other incidental or special containing materials.

B. Contractor shall describe or exhibit the following in proposal submission:

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 in Attachment A and B. Include how you will provide excellent customer service on fast turn-around projects, to include mobilization of a "crew" if your firm is not located in a close proximity to the University.

Fully describe the qualifications, capabilities, and experience of your firm, in asbestos, lead, and other hazardous abatement services to include the size, number of employees

Provide an organizational chart indicating which individuals or positions would have knowledge of an Agreement with the University, and the degree which each person would be responsible to the University account, including names of project managers and supervisors.

Describe the experience your firm has with provision of similar services to comparable institutions. These may be term contracts or spot purchases.

Provide a statement that indicates whether or not your firm has been subject to OSHA inspections by State and/or Federal agencies, and the results of these inspections, including citations, if any.

Provide pricing for all labor and materials or any other prices your firm will use in submitting bids to the university. Note: Contractor shall be required to provide detailed breakdowns of charges, per the contract pricing provided/negotiated, on all quotes and invoices. See Section X. "*Pricing Schedule*" of this Request for Proposal.

Provide information regarding any contract that an institution/agency/company chose not to renew with your company in the last five years, including the reason the contract was not renewed.

Indicate your best response time for "urgent" abatement requirements.

Indicate your response time for "routine" abatement requirements.

Indicate the name of the individual(s) that would be assigned to JMU's contract as the Site Foreman, as well as the Primary Contract that would be assigned to the JMU's account.

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 two (2) copies** 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 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 any 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 modifications 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 should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - 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's 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 initial addenda acknowledgments, if any as required.
- 2. Plan and methodology for providing the goods/services for the attached three (3) projects as described in Section IV "*Statement of Needs*" of this Request for Proposal.
- 3. A written narrative statement to include, but not 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 DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE 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.
- 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:

	<u>Points</u>
1. Quality of products/services offered and suitability for the intended purposes.	20
2. Qualifications and experience of Offeror in providing the goods/services.	20
3. Specific plans or methodology to be used to perform the services for attached abatement specifications (3; Attachment D, E, and F)	40
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
5. Cost	10
	<hr/> 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 (Rev. 1/27/14 ABS)

- 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 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, 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 bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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 subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise 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 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 bid or proposal under this solicitation, the bidder or 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 bidder or 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.)

5. Professional Liability/Errors and Omissions coverage - Asbestos Design, Inspection or Abatement Contractors \$1,000,000 per occurrence, \$3,000,000 aggregate. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the Code of Virginia (<http://leg1.state.va.us/000/src.htm>) §8.01-581.15.

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, 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: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: 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 bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 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. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US 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

VIII. SPECIAL TERMS AND CONDITIONS (Rev. 10/1/13 ABS)

- 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 Number

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/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) 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 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-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 DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/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 Minority Business Enterprise (DMBE) by the due date for receipt of bids or 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 DMBE 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 DMBE 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 DMBE-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. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.

- P. **KEYS:** If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- Q. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- R. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 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. **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.
- U. **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.
- V. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.
Contractor Name: Special Renovations, Inc. Subcontractor Name: NA
License # 2705 010999 Type Class A
- W. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeree within any 12-month period is \$750,000 or more, the bidder/offeree is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeree within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeree shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. 2705010999 Specialty ASB. & Lead
 Licensed Class B Virginia Contractor No. _____ Specialty _____
 Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of 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 are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Additional information is available online at:

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtm

The purchase order or contract number shall be included on all invoices and mailed to:

James Madison University
 Lori Butler, Accounting Manager
 Facilities Management, MSC 7002
 Harrisonburg, Virginia 22807

X. PRICING SCHEDULE

The contractor shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. All pricing shall be inclusive of travel time.

Contractor shall be required to include detailed breakdowns of costs, per the proposal/negotiated rates, on all quotes and invoices for verification of contract pricing. Reimbursable costs for equipment rentals/materials must be documented at time of invoice. Costs in the proposal should be inclusive of any potential costs on the job. Cost plus proposals are not acceptable as per the Rules Governing Procurement of Goods, Services, Insurance, and Construction by Public Institutions of Higher Education of the Commonwealth of Virginia (section 24). The below listing are some examples, but offerors should not limit themselves to this breakdown as it is only provided for example purposes.

Term Contract Pricing:

LABOR			
	Normal	Overtime	Holiday
Worker			
Supervisor			
	See Appendix B		

MATERIALS		
Materials	Unit	Cost (% off)
	See Appendix B	

Project Pricing:

With your plan and methodology statement for each project, an itemized quote of the breakdown of costs verifying term contract pricing shall be submitted.

Project	Labor	Materials	Total Cost
Attachment D Project	See Section 5		
Attachment E Project			
Attachment F Project			

ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D Lakeside Abatement Specifications (Separate Attachment)

Attachment E Post Office Abatement Specifications (Separate Attachment)

Attachment F Hillside Hall Abatement Specifications (Separate Attachment)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must describe 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 23 Months 1
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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Reference Section 3 Experience and Qualifications

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

Special Renovations, Inc.

3903 Bellson Park Drive

Midlothian, VA 23112

804-763-2829

6. 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:

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

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

Offeror Name: Special Renovations, Inc. **Preparer Name:** Wynston D. Holbrook II
Date: 13 April 2015

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?
Yes ☒ No ☐

If yes, certification number: S 6808 Certification date: 12-20-2016

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes ☐ No ☒

If yes, certification number: Certification date:

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? 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 Collection Services 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.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.virginia.gov (Customer Service).

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ATTACHMENT B (CONT'D)

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

Procurement Name and Number: **RFP CMB-772 Asbestos Abatement Services**
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Bid/Proposal and Subsequent Contract

13 April 2015
 Date Form Completed

Offeror / Proposer:
Special Renovations, Inc.
 Firm

3903 Bellson Park Drive Midlothian, VA 23112
 Address

804-763-2829
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE Certification Number or FEIN No.	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)	Federal Employer Identification Number
Environmental Supply, Inc. 3446 Environmental Pkwy. Henrico, VA 23221	Gary Price 804-737-3700	MS 626384	Abatement Materials	TBD		

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

RETURN OF THIS PAGE IS REQUIRED



March 26th 2015

**ADDENDUM NO.: 1
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: CMB-772
Dated: **March 4th 2015**
Commodity:
RFP Closing On: **April 14th 2015 @ 2:00pm. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

Warren Campus Center Post Office Project: (Attachment E)

- Loading Dock- Contractors will be allowed to use the loading dock to load and unload materials, however will not be able to park (leave vehicle un-attended)
- Disposal Container shall be located in parking spaces that are directly adjacent to the loading dock.
- Wall unit mailboxes shall be disposed of, not stored as previously described.
- Attached below are two full size pdf's of Warren Hall PO
- Block Wall Removal-As per specifications (Attachment E) page 2 Section B. 220 lin ft. of asbestos-contaminated concrete masonry unit (CMU) wall system is to be removed.

Acknowledgement of this addendum must be noted in the space provided on the Proposal Form.

Sincerely,

Chris Beahm,
Buyer Specialist, VCCO
Phone: (540-568-3002)

Special Renovations, Inc.

Name of Firm

Wynston D. Holbrook II, President

Signature/Title

Wynston D. Holbrook II

Printed Name

April 14, 2015

Date

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must describe 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 23 Months 1

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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Reference Section 3 Experience and Qualifications

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

Special Renovations, Inc.

3903 Bellson Park Drive

Midlothian, VA 23112

804-763-2829

6. 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:

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APPENDIX D
SWAM Utilization Plan

ATTACHMENT B

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

Offeror Name: Special Renovations, Inc. **Preparer Name:** Wynston D. Holbrook II
Date: 13 April 2015

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?
Yes ☒ No ☐

If yes, certification number: S 6808 Certification date: 12-20-2016

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes ☐ No ☒

If yes, certification number: Certification date:

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? 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 Collection Services 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.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.virginia.gov (Customer Service).

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ATTACHMENT B (CNT'D)

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

Procurement Name and Number: RFP CMB-772 Asbestos Abatement Services
 Listing of Sub-Contractors, to include: Small, Woman Owned and Minority Owned Businesses
 for this Bid/Proposal and Subsequent Contract

13 April 2015

Date Form Completed

Offeror / Proposer:
 Special Renovations, Inc.
 Firm

3903 Bellson Park Drive Midlothian, VA 23112
 Address

804-763-2829

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE Certification Number or FEIN No.	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)	Federal Employer Identification Number
Environmental Supply, Inc. 3446 Environmental Pkwy. Henrico, VA 23221	Gary Price 804-737-3700	MS 626384	Abatement Materials	TBD		

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

RETURN OF THIS PAGE IS REQUIRED



P.O. Box 1508
Chesterfield, Virginia 23832
(804) 763-2829 Fax: (804) 763-2924

Shipping Address:
3903 Bellson Park Drive
Midlothian, Virginia 23112

Wynston D. Holbrook, II CHMM

PRESIDENT

Professional Summary

Mr. Holbrook has over 22 years experience in hazardous materials management and remediation. Formerly, Mr. Holbrook was responsible for the management of 13 industrial hygienist and support staff for EI, Inc. and was managing principal of RDH & Associates, LLC. In his current position, Mr. Holbrook is the Vice President of Special Renovations and is responsible for business development, hazardous materials consultation, management and remediation.

His responsibilities have included conducting and managing inspections and surveys for hazardous materials, project design for remediation, rehabilitation project design and implementation, indoor air quality surveys, project management, as well as site investigation and remediation of multiple contaminants, including but not limited to, UST/AST, asbestos, lead, radon and PCB's.

Mr. Holbrook has conducted training sessions on various OSHA & EPA related topics in North America and Asia.

Mr. Holbrook's professional specialties include: 1) Asbestos inspections, risk assessments, project design, monitoring and related contractual management 2) Hazardous materials remediation, 3) Indoor Air Quality, moisture intrusion and microbial surveys, project design, remediation and management, 4) UST/AST Closures and, 5) Expert witness testimony.

Specific Project Experience

VIRGINIA MILITARY INSTITUTE

Project Manager - Design and Oversight , Firing Range Soil remediation

Conducted a review of the initial environmental assessment and recommendations provided by an independent third party consultant. Based on the results detailed in the assessment, a comprehensive RCRA lead remediation plan was designed and submitted for approval. The remediation will be conducted by Special Renovations, Inc. starting in March of 2010.

COMMAND POST TANGO

Project Manager - Design and Oversight , IAQ & Hazardous Materials Survey

Conducted initial background and file review prior for the development and implementation of a comprehensive Indoor Air Quality Survey (IAQ), Moisture intrusion investigation and comprehensive asbestos inspection of a subterranean military command center located in the Republic of South Korea. This investigation was conducted in order to delineate parameters degrading the indoor air quality and to identify potential contributing factors to adverse health

Education & Training

B.S. Environmental Science; Ferrum College

Licenses & Registrations

Virginia Licensed Asbestos Inspector
Certified Environmental Inspector
OSHA 40 Hour Hazwop
30 Hour OSHA
NIOSH 582
Certified Hazardous Materials Manager #14146

Professional Associations

American Industrial Hygiene Association (AIHA)
American Society of Safety Engineers
Alliance of Hazardous Materials Professionals (AHMP)

effects of the facility occupants during extended exercises.

This facility is utilized as a top-secret command center with nuclear, biological and chemical (NBC) warfare capabilities with the ability to operate in a "locked down" status, providing its own environmental and atmospheric conditions. Sample data was collected initial with the facility unoccupied in order to establish baseline analytical data. The sampling protocol was replicated with the facility fully occupied under normal operation conditions. A detailed report, include recommendations for corrective actions and was submitted to the end user upon completion of the project. Project design and implementation are pending.

CHESTERFIELD COUNTY POLICE DEPARTMENT

Firing Range - Storm Water Management Basin Lead Remediation and Reconstruction Activities

Provided project management and over site for the remediation of a storm water management basin contaminated with elevated concentrations of lead in soils. The out fall of this basin was a perennial stream that feeds the James River. The remediation included the treatment, stabilization and removal of contaminated soils. Additionally, the basin was excavated, re-leveled and a combination of core baffles and gabion rock baskets were installed in order to control sediment dispersion and migration.

MAJOR TIRE MANUFACTURER

On Site Project Manager - Comprehensive Lead-Based Paint and Asbestos Inspections

Provided onsite project management and project over site for the comprehensive lead based paint and asbestos inspections of multiple facilities located through North America. These inspections encompassed facilities in excess of 50 acres under roof. All inspection data was recorded electronically and provided to the user. Additionally, a review of existing facility schematics was made. Any discrepancies were corrected or if drawings were not available the inspection team created them and provided the end user with Auto-Cad drawings at the end of the project.

MONTANA NATIONAL GUARD

Comprehensive Inspections of Seven Firing Ranges

Provided management, over site and onsite technical services for the inspection of seven Montana National Guard firing ranges. Specific activities included investigations into ventilation requirements, lighting, potential lead contamination and personal exposure to airborne leaded dusts. If warranted, correct actions were recommended to the client for implementation.

WACHOVIA CORPORATION FACILITIES

Project Manager - Asbestos Management Services

Mr. Holbrook worked as part of a team that provided management of comprehensive asbestos management services for Wachovia Corporation at over 200 facilities throughout Virginia, Maryland and Washington D.C. These services include comprehensive asbestos surveys, development of Operations and Maintenance (O&M) Programs, asbestos abatement project design, asbestos abatement/reconstruction management and oversight.

CENTEX HOMES

Project Manager - Mold Investigation, Design, Implementation and Oversight

Provided management and oversight for initial mold contamination inspections of over 120 newly constructed residential homes in Ocean City, Maryland. In addition to the initial inspections, Mr. Holbrook worked closely with the Centex Homes in the design and implementation of corrective actions required for specific sites. Onsite project management and continual microbial and moisture intrusion consulting services throughout the construction process of the new homes in order to aid in the reduction of contamination issues as a result of traditional construction practices. Mr. Holbrook attended many public forums and interacted directly with the community and homeowners in an effort to provide concise and accurate information pertaining to the project.

TRAMMEL CROW REALTY

Project Manager, Mold Investigation, Design, Implementation and Oversight

Provided management and oversight for initial mold contamination inspections of 12 newly constructed multi family

dwellings in Charlottesville, Virginia. In addition to the initial inspections, EI worked closely with the Trammel Crow in the design and implementation of corrective actions required for specific sites. EI provided onsite management and continual microbial and moisture intrusion consulting services throughout the construction process of the new homes in order to aid in the reduction of contamination issues as a result of traditional construction practices.

BCWH ARCHITECTS

Project Manager – Asbestos and Lead-Based Paint Management Services

Provided comprehensive asbestos management services for the asbestos and lead based paint inspection, project design and abatement of hazardous materials identified in the Buckingham and Rockbridge County Courthouse complexes located Virginia. These services include comprehensive asbestos and lead based paint surveys, hazardous materials abatement project design, preparation of bid documents, onsite project management and oversight of the abatement projects.

INDUSTRIAL HYGIENE SERVICES

Dominion Generation – Dutch Gap Facility

Conducted emergency static air sampling for the presence of airborne asbestos fibers in response to the rupture of multiple vessels covered with asbestos containing thermal system insulation. Through a systematic sampling methodology a remediation plan was designed and initiated.

FORMER STATE MENTAL HOSPITAL AND PRISON

Project Manager - Due Diligence and Hazardous Material Assessment

Managed a hazardous material assessment and due diligence assessment of a former state mental hospital and prison which was located on a 77 acre campus and included 50 plus buildings, many on the National Historic Register. The hazard assessment included inspections for asbestos, lead based paint, PCBs, mold, LUSTs, potential arsenic and formaldehyde in old cemetery and evaluation of former landfill. The site had been occupied continuously with the institutions since 1828.

NIOSH 582 INSTRUCTION – UZBEKISTAN (FORMER SOVIET UNION)

Primary Instructor PCM NIOSH 582 – Secondary Instructor for PLM

Served as the primary instructor for Phase Contrast Microscopy (PCM) NIOSH 582 and secondary instructor for Polarized Light Microscopy (PLM) course taught to Ministry of Sanitation employees in Uzbekistan. These courses were taught in conjunction with efforts by the Defense Threat Reduction Agency (DTRA) to supply the technical capabilities required to safely begin the dismantlement of former biological warfare labs located throughout the former Soviet Union States. Phase II of this project will include asbestos inspections, project design and project management of remedial efforts.