



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6377

This contract entered into this 27th day of June 2022, by Winchester Environmental Consultants, Inc. 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 June 30, 2022 through June 29, 2023 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal MPM-1153 dated May 2, 2022:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated May 30, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated June 27, 2022.

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

CONTRACTOR:
By: [Signature]
M. Ryan Rose
(Printed Name)
Title: Vice President

PURCHASING AGENCY:
By: [Signature]
Michael Morrison
(Printed Name)
Title: Buyer Senior, VCCO

RFP# MPM-1153 INDUSTRIAL & ENVIRONMENTAL HYGIENE

6/27/2022

The Primary Point of Contact for this Contract is:

Ryan Rose  
Vice President  
1-540-686-5021  
rrose@thinkweci.com

CLARIFICATIONS:

1. The University expects that all labor role pricing will be considered complete and include all forms of overhead such as benefits, insurance, etc. as needed for that role. Please acknowledge that the price you are providing to JMU will be the price invoiced for work under this contract.

Answer: Yes, all WECI labor pricing is inclusive of all overhead needed for whatever role the pricing is applicable for

2. In terms of travel, JMU must abide by GSA rates and no other substitute or expenses are acceptable. Please acknowledge that this is acceptable.

Answer: Yes, when travel is to be billed, WECI will use only current GSA rates, with no substitutions or expenses beyond GSA rates to be included in WECI's pricing to JMU

3. Should subcontractors be needed to provide any service under this contract, JMU expects that the mark up for subcontractor fees will not exceed 10%. All subcontractor fees will be documented on invoices and backup documentation provided to the University. Please acknowledge that this is acceptable.

Answer: Yes, WECI will not exceed a 10% markup for any subcontractors we must use. In addition, WECI would seek prior approval from the University before employing any subcontractors on JMU property. WECI would also have no problems submitting copies of subcontractor invoices or other supporting info upon request.

4. As a state institution, JMU cannot award contracts with pricing on the basis of "cost plus a percentage of cost." This is covered by Section 2.2-4331 of the Code of Virginia. (<https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4331/>) Please acknowledge that all equipment and materials charged to the University will be done so at your normal pricing with no added "percentage of cost."

Answer: Yes, WECI will not offer any rates to JMU that contain a "percentage of cost" or similar clause with respect to pricing.

**NEGOTIATION SUMMARY**

**APPLIED ENVIRONMENTAL, INC.**

**PRICING SCHEDULE:**

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

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**LABOR & MISC.**

<b>PRICING SCHEDULE BY ZONE</b>									
	<i>Zone 1</i>	<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>	<i>Zone 6</i>	<i>Zone 7</i>	<i>Zone 8</i>	<i>Zone 9</i>
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
<i>Certified Industrial Hygienist</i> Labor Rate \$/hour		\$135.00							
<i>Certified Hazardous Materials Manager</i> Labor Rate \$/hour		\$98.50							
<i>Project Manager</i> Labor Rate \$/hour		\$53.01							
<i>Radon Measurement Specialist</i> Labor Rate \$/hour		\$53.01							
<i>Asbestos/Lead Designer</i> Labor Rate \$/hour		\$53.01							
<i>Environmental Scientist</i> Labor Rate \$/hour		\$53.01							
<i>Industrial Hygienist</i> Labor Rate \$/hour		\$53.01							
<i>Asbestos/Lead Inspector</i> Labor Rate \$/hour		\$53.01							
<i>Project Monitor</i> Labor Rate \$/hour		\$53.01							
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
<b>For all labor rates at \$53.01, overtime/emergency shall be charged at \$79.52</b>									

PRICING SCHEDULE BY ZONE										
Analytical Services Rates										
Service	Response Time	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Radon/sample			\$150.00							
Swab Cultures/sample (viable bacteria & fungi)			\$54.50							
Bulk Cultures/sample (viable bacteria & fungi)			\$54.50							
Air Culture/sample (bacteria & fungi)			\$54.50							
Air Culture/sample (chemicals)			\$475.00 *							
Spore Analysis/sample			\$49.50							
Fungal Swabs/sample			\$49.50							
Other Direct Read Instrumentation/sample			\$49.50							
PLM (bulk asbestos – standard TA)/sample			\$19.80 **							
PCM (air asbestos – standard TA)/sample			\$11.00							
TEM (air asbestos – 24 hour)			\$90.00							
Lead in Paint (bulk) Standard TA/sample			\$18.70 **							
XRF Lead Paint Detector/day			\$850.00							

\* Photoionization (PID) detector rental per day

\*\* 24 hour turnaround time.

Other Fees/Charges
Charge Card Processing Fee: 0.00%



WECI Inc. Proposal for:  
James Madison University  
Request for Proposal (RFP)  
RFP MPM-1153

Prepared, Submitted, and Authorized by:  
Ryan Rose  
Vice President, WECI Inc

A handwritten signature in black ink that reads "Ryan Rose".

May 30, 2022

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Date

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WECI, Inc.  
 199-1 Sulky Drive, Winchester, VA 22602  
 540-877-9420  
[www.thinkweci.com](http://www.thinkweci.com)

## **WECI Inc. background information and corporate resume:**

Winchester Environmental Consultants Inc. (WECI) is a Virginia corporation located in the Shenandoah Valley specializing in environmental assessments, remediation, and centralized environmental project management since 1991. In 2015 WECI was purchased by Mr. James Sigurdson (an employee since 2001) and reorganized as WECI Inc., maintaining the same services, office locations, and employees. WECI Inc. is a Small, Woman, and Minority (SWaM) owned vendor, as well as a small, veteran owned company. WECI is a member of the American Society for Testing and Materials (ASTM) as well as the American Industrial Hygiene Association (AIHA) and the Association of Certified Government Industrial Hygienists (ACGIH).

WECI provides its environmental consulting services to commercial industry, government agencies, and municipalities throughout the mid-Atlantic region. We are proud to have served the following clients: ConAgra, Merck Sharpe and Dohme, Inc., Truist, Smithsonian Institute, US Dept. of Agriculture, Federal Aviation Administration, Kimley-Horn, Shockey Co., National Fruit Company, AT&T Easy Link Services, Valley Protein, Rich Products Corporation, The Adams Companies, WestRock, Inc., Page County Public Schools, Berkeley County Public Schools, Shenandoah County Public Schools, Warren County Public Schools, and others. (*Prior client contact information for reference purposes supplied upon request*). WECI was also recently awarded Tier I status for the environmental services it provides for the VA state GSA.

All client services are strictly confidential and WECI maintains 5 million dollars of professional liability insurance. WECI also maintains excellent working relationships with many state and regional environmental offices keeping current with the recent changes involving hazardous materials, such as the recently instituted Silica standard.

WECI is experienced in working with municipalities, educational bodies, non-profits, developers, and financial institutions to ascertain potential environmental issues, especially before property sale or change in use. On average, WECI conducts over 45 Phase I and II Environmental Site Assessments and approximately half a dozen large scale commercial or industrial site cleanups per year, in addition to a large quantity of smaller residential and commercial jobs.

We provide customized programs, which identify the specific concerns of the customer, and then incorporate these programs within the framework of state regulations to better suit the customer's needs for each of the environmental assessments. We are confident that the services we provide are of the highest quality and our response time is excellent.

Photographic documentation is a part of all environmental screens or assessments. Our personal services focus on your interests alone. We are a Virginia based corporation and all of our personnel are [OSHA](#) qualified and properly licensed, where applicable.

**The main services that WECI provides include:**

Total Environmental Project Management  
Commercial, Industrial, and Municipal Building Management Plans  
ASTM E 1527-21 Environmental Site Assessments  
ASTM E 1528-14 Environmental Screens  
Environmental Audits  
Asbestos Inspections  
Asbestos Project Designs  
Asbestos Project Monitoring  
Asbestos, Lead, and other Hazmat Work Awareness Training  
Lead Inspections  
Lead Abatement Monitoring  
Indoor Air Quality (IAQ) Inspection Including Mold, Pollen, Dander, etc.  
Moisture Sampling  
Radon Sampling  
Polychlorinated Biphenyls (PCBs) Sampling

Our specialists are certified by states of Virginia, West Virginia, Maryland, Georgia, Pennsylvania, South Carolina, and North Carolina.

As an established company experienced in a wide variety of environmental project management concerns, we offer you our assurance that we will be here to serve your needs. If you have any questions, please feel free to contact us. We would be proud to be your partner.

## **WECI Corporate Officials**

### **James Sigurdson,**

President and owner of WECI Inc. (2015-present)

Vice President and minority owner of Winchester Environmental Consultants Inc. (2001-2015)

James has been working in the asbestos field for over 20 years. In that timeframe, he has completed almost 1,000 asbestos inspections, over 1,600 hours of asbestos project monitoring, and over 200 laboratory analyses of asbestos air PCM samples. Mr. Sigurdson has also performed dozens of Phase I and II site assessments since 2001 as well as numerous other environmental projects of varying size.

### **Ryan Rose,**

Vice President of WECI Inc. (2015-present)

Senior project manager of Winchester Environmental Consultants Inc (2011-2015)

A JMU Alumni, Mr. Rose has been a licensed asbestos inspector, project monitor, and project designer for over 12 years. He conducts numerous asbestos inspections, clearances, and designs each month. In addition, he has also been completing Phase I and II ESA's for over 3 years. Mr. Rose is also an EPA trained and VA licensed lead paint inspector.

### **Olga Sigurdson,**

Treasurer and CFO of WECI Inc. (2015-present)

Mrs. Sigurdson is a certified public accountant and handles the majority of WECI Incorporated's accounts payable, receivable, payroll taxes, and yearly returns, in addition to ensuring the accounting at WECI Inc. is always as transparent as possible and in compliance with VA and Federal Law.

**Selected WECI references (additional references available upon request)**

Customer	Scope of work	Contact
<b>County of Warren, VA</b>	Multiple asbestos and Indoor Air Quality (IAQ) inspections throughout Warren County and the Town of Front Royal	Mr. Jeff Hayes Warren County Project manager (540) 636-4600 ext:354 <a href="mailto:jhayes@warrencountyva.net">jhayes@warrencountyva.net</a>
<b>City of Winchester VA</b>	Numerous hazmat material inspections and abatement monitoring. As well as moisture intrusion surveys and mold testing	Mr. Corey Macknight Facilities Maintenance and Parking Division Manager City of Winchester 15 N. Cameron Street Winchester, VA 22601 (540) 667-1815 (office) <a href="mailto:corey.macknight@winchesterva.gov">corey.macknight@winchesterva.gov</a>
<b>Berkeley County WV</b>	Numerous asbestos and IAQ inspections spanning more than a decade.	Mr. Alan Davis County Administrator 304-267-5102 <a href="mailto:adavis@berkeleywv.org">adavis@berkeleywv.org</a>
<b>WestRock, Inc.</b>	Full time environmental project management of site. Project management includes but not limited to, asbestos inspections, asbestos monitoring, mold inspections, lead-based paint inspections, lead-based paint monitoring, OSHA 2-hour awareness training	Mr. Roy Hall 104 W. Riverside Street Covington, VA 24426 540-969-5416 <a href="mailto:roy.hall@westrock.com">roy.hall@westrock.com</a>
<b>Shenandoah County Public Schools</b>	Numerous asbestos inspections, updating and maintaining AHERA plan, asbestos monitoring	Eugene H. Dykes, LEED AP, EFP Maintenance Supervisor Shenandoah County Public Schools 600 North Main Street, Suite 200 Woodstock VA, 22664 Office (540) 459-4868 <a href="mailto:ehdykes@shenandoah.k12.va.us">ehdykes@shenandoah.k12.va.us</a>
<b>Warren County Public Schools</b>	Numerous asbestos inspections, updating and maintaining AHERA plan, asbestos monitoring, lead based paint inspections	Mr. Gregory Livesay Maintenance Director 540-683-9797 <a href="mailto:glivesay@wcps.k12.va.us">glivesay@wcps.k12.va.us</a>

Customer	Scope of work	Contact
<b>Berkeley County WV Public Schools</b>	Numerous asbestos inspections, updating and maintaining AHERA plan, asbestos monitoring	Mr. Joseph (Joe) Burton Executive Director of Facilities (304) 267-3500 <a href="mailto:joseph.h.burton@k12.wv.us">joseph.h.burton@k12.wv.us</a>
<b>Merck Sharpe and Dohme Inc</b>	Asbestos inspections, project design and monitoring of various projects. Wide range of Hazmat testing and general consulting	Chris Mundie Facilities Manager Elkton, VA (540) 448-3980 <a href="mailto:chris_mundie@merck.com">chris_mundie@merck.com</a>
<b>Promark Partners</b>	Asbestos project management of the abatement of 70+ apartment units in Morgantown, WV	Mr. Mark F. Dewey Director of Residential Management 451 Hungerford Drive Rockville, MD 20850 (301) 795-1416 <a href="mailto:mdewey@promarkpartners.com">mdewey@promarkpartners.com</a>

**Names of other Public Sector Clients WECI has provided services for in the last 3 years:**

Town of Front Royal and Warren County VA  
City of Martinsburg WV  
Berkeley County Council WV  
City of Charles Town WV  
City of Ranson WV  
City of Harrisonburg VA  
City of Winchester VA  
National Park Service, Harpers Ferry  
National Park Service, Shenandoah National Park  
Berkeley County WV Public Schools  
Warren County VA Public Schools  
Shenandoah County VA Public Schools  
Frederick County VA Public Schools  
Jefferson County WV Public Schools

**Final section:**

**Problems and Challenges faced by WECI as related to RFP# MPM-1153**

The main challenge WECI foresees in fulfilling this RFP would be the need to provide a range of services to projects occurring simultaneously. While WECI currently has 5 employees licensed in a wide variety of environmental disciplines requested by the RFP that would be assigned to these projects if awarded, additional employees may need to be either hired or licensed in other areas to supply appropriate manpower, as needed, depending on the overall number of environmental projects undertaken by the University during the course of the year. WECI has worked on large projects where similar services were needed in the past and has never had a client question our ability to multitask to achieve the goal.

Over the last 4 years that WECI has held the Environmental Services contract with JMU, we have expanded our licensed employees from 3 full-time to 5 full-time persons (with a 6<sup>th</sup> person starting June 1<sup>st</sup>, 2022). That fact has enabled WECI to provide services to JMU without delaying a single project due to staffing issues over the past 4 years. WECI has worked hard to provide the best service possible to JMU and with additional staff we anticipate further ease in potential scheduling conflicts.



May 30<sup>th</sup>, 2022

Commonwealth of VA  
James Madison University  
Mr. Michael Morrison  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building; First Floor, Suite 1023  
Harrisonburg, VA 22807

Reference: RFP# MPM-1153

Dear Mr. Morrison and Procurement Officials:

Pursuant to the RFP mentioned above, WECI Inc. is pleased to submit the following proposal for your consideration. In addition, WECI is happy to rapidly respond to any additional questions or concerns you may have relating to our bid. Questions may be addressed directly to Ryan Rose, Vice President at 540-686-5021 or via email at [rrose@thinkweci.com](mailto:rrose@thinkweci.com).

**Scope of services:**

To provide professional environmental services including but not limited to:

- a) Asbestos inspections, project designs and clearance laboratory services.
- b) Lead based paint services including inspections, project design, and clearance.
- c) Industrial hygiene services, to include soil and water testing, microbial and indoor air quality testing, moisture intrusion surveys, PCB and mercury sampling, noise testing, ionizing and non-ionizing radiation testing, radon sampling.
- d) Various compliance plans such as HAZCOM, respiratory protection, and hearing conservation.
- e) Compliance consultation for various state and federal regulations including the Clean Air Act, OSHA construction and General industry, SARA title III and other regulations with respect to the materials outlined above in the scope of services.
- f) Phase I and II Environmental Site Assessments, to include site visits, sampling, property research and all other common duties for these types of assessments.
- g) Provide all other services as requested in Section D of the RFP

When applicable WECI would provide licensed personnel to perform these tasks in accordance with the University's needs and regulations. All work would be performed in accordance with applicable state, federal and local regulations for work of each type and fees would be charged in accordance with our pricing in section X of the RFP, or by contract per specific job if the University desires.

**RFP section IV-part G information:**

*Describe in detail your approach to each of the following items and include all associated costs.*

**Describe approach to providing the specified services for both large- and small-scale projects to include process, methodology, and work plan.**

WECI prides itself on a client-centered approach to the various services we provide. In cases where the University requires one of the services listed in section IV-part D of the RFP, WECI would coordinate with the University official in charge of that project to ensure all needs and regulations are met in a timely and cost-effective manner.

For both large- and small-scale projects, this typically involves obtaining detailed information on the University's needs for the project, as well as explaining what additional regulations or potential issues could affect that work. Predicated on that information, WECI typically suggests several options to the client to ascertain which one is in their best interests and most cost effective. Once a work plan is decided on with the University, WECI would work closely with the abatement contractor, regulatory officials, and University staff to ensure the project can be completed in the most efficient manner with the least amount of disturbance to the day-to-day operations of the University.

In cases where a project is large enough that WECI would need to subcontract additional firms or individuals, WECI would obtain permission from the University to utilize said subcontractor and supply any supporting documentation required for that project.

**Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.**

WECI has been providing services related to Asbestos, Lead, Indoor Air Quality, Environmental Site Assessments since 1991 with over 50 years of combined experience among our staff. In our service to residential, commercial, and public clients we typically perform 3-4 asbestos inspections, project designs and clearance activities per week, along with several lead and radon related services per month and 1 phase I environmental site assessment per week during the summer months. WECI also has conducted awareness and OSHA training for asbestos, lead, and other hazards for multiple school systems over the years.

WECI was awarded and retained the James Madison University (JMU) Environmental & Industrial Services contract in June of 2017. WECI has worked on numerous jobs for JMU since being awarded the contract, including but not limited to, asbestos inspections, asbestos abatement monitoring, asbestos project designs, lead-based paint inspections, lead-based paint abatement monitoring, radon sampling, Phase I Environmental Site Assessments, Environmental Audits, and Indoor Air Quality assessments. WECI has

fulfilled all aspects of JMU's requests over the past 4 years with no items needing to be subbed to additional companies.

WECI has also had numerous experiences working with other public and Private university clients including West Virginia University, Shepherd University, Shenandoah University, and Eastern Mennonite University. While privacy agreements prohibit discussing the exact nature of services to specific clients, WECI has experience in everything from small-scale asbestos removal and repair, and lead paint encapsulation, to large-scale high-profile renovations to student housing affected by mold growth including the advising of university officials on preparing press releases and other media to inform the staff and general public of various projects in concise and non-alarmist fashion.

In addition to Universities, WECI performs regular work for various city and county governments, public and private school systems (K-12), childcare facilities, as well as industrial clients, and federal facilities, including the GSA and National Park Service.

**Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, services performed, and contact information.**

WECI currently retains the contract for on-site environmental professional for WestRock, Inc. in Covington, VA. WECI provides the following services for WestRock; Asbestos project designs, asbestos inspections, asbestos air clearances, OSHA asbestos awareness training, lead-based paint inspections, lead-based paint monitoring, Indoor Air Quality (IAQ) sampling, environmental consulting, and point-of-contact for Government Officials when on site. WECI has been providing the aforementioned services for WestRock, Inc. for over 4 years with an estimated annual consulting cost of \$250,000. WestRock, Inc. contact information is listed in references section.

WECI recently completed asbestos abatement project management services in Morgantown, WV for Promark Partners (contact listed in references). WECI was contracted to oversee all asbestos abatement activities for seventy-two (72) apartment units. WECI's involvement included construction of the WV required project design, on-site pre-bid walkthroughs of the project, advising during selection process, area air Phase Contrast Microscopy (PCM) sampling, final visual clearances, and final aggressive PCM clearances in each apartment unit. Over the course of 3 months WECI's involvement in the project totaled over \$70,000.

In years past, WECI has been involved in many similar larger scale projects like these to include the abatement and cleanup of a 300,000 square foot industrial facility outside of Woodstock VA, where WECI was retained by the owner to mitigate state enforcement action.

Other large-scale renovations WECI is involved in include ongoing asbestos abatements at Merck in Elkton, VA, asbestos and lead inspections for two (2) solar farms in VA and WV

totaling approximately 1,000 acres and multiple apartment complexes of over 100 units in Harrisonburg VA, Morgantown WV, and the Baltimore and DC suburbs.

**Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.**

Currently, WECI possesses asbestos inspector, asbestos project monitor, asbestos project designer and asbestos management planner licenses in VA and other states, as well as a VA laboratory license for onsite analysis of asbestos fibers in the air by Phase Contrast Microscopy (PCM). WECI also has three (3) “Environmental Professionals” on staff as defined by ASTM and the EPA for the purpose of providing Phase I ESAs. WECI currently retains three (3) individuals with VA lead-based paint inspector licenses. WECI also has a Radon Measurement Professional on staff.

Typically, as the needs of our larger clients change, WECI rapidly adapts to train its in-house staff in those areas as to minimize our use of subcontractors. However, WECI has standing agreements with a variety of other small businesses in the Shenandoah Valley to provide any additional services which may be needed, such as Professional Geologist services, side scanning sonar technicians for determining if historical artifacts or human remains may exist on proposed building sites, as well as persons qualified to conduct endangered species studies and a wide variety of other highly specialized services. WECI also maintains good relations with a number of contractors for situations where sample drilling, underground storage tank removal, or other projects requiring heavy equipment may be needed.

**Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.**

For a project of this size, the designated contact person at WECI would be Ryan Rose, the Vice President of WECI. Mr. Rose can be reached on his direct cell number 540-686-5021 or via email at [rrose@thinkweci.com](mailto:rrose@thinkweci.com)

**Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.**

Being a smaller firm, WECI can typically mobilize on a relatively fast turnaround whenever services are required. Typically, WECI has one senior project manager or corporate officer who is licensed or qualified in all of the services we provide at our Winchester Office, in addition an employee will be in our Harrisonburg, VA office. Lastly, a 3<sup>rd</sup> company officer floats between the sites as need when multiple projects arise, and in extreme situations all WECI staff may be diverted to a certain area for emergency or exceptionally large projects.

WECI understands that due to the nature of our work, often service is required at odd hours or on short notice and strives to go the extra mile in cases where emergency services could have a profound negative impact on University operations. During evenings and weekends, a WECI staff member would be on-call for any situations that may require emergency service at the University, typically with a response time of 2-3 hours from contact. WECI has also performed services such as driving samples directly to Richmond for analysis of samples that we cannot do onsite (such as TEM) when same day turnaround is required. WECI is also experienced in coordinating with those laboratories to ensure they have staff available to complete the analysis whenever possible in an expedited manner.

**Describe invoicing procedure. Provide a sample invoice and proposal.**

WECI typically invoices each project at its completion and delivery at net 30. We accept checks and most major credit cards for payment as well as direct deposit. On larger projects that may take 30 days or more to complete, WECI typically bills each month for the portion of the work completed and delivered thus far, with amounts and monthly billing dates agreed on in advance with the client. Invoices are typically emailed to the client at the same time the final report or other deliverable for each project is sent out. A sample proposal and invoice are attached for your review, but these can be altered within reason to suit the University's needs if desired.

**Identify other services offered to James Madison University and the associated costs.**

In addition to the pricing provided on the form in section X of the RFP, I am pleased to list some additional rates WECI can provide for typical projects, although they may increase or decrease due to the unique nature of certain projects. In cases where the project scope would affect standard pricing, approval would be obtained from the university along with an explanation of the increase or decrease prior to work starting.

The standard labor rate for WECI employees is \$53.01 per hour for most services we provide plus sample fees. Typically work performed outside of standard business hours (0700 to 1700 M-F) on weekends or federal holidays is subjected to a 50% premium (\$79.52 per hour).

In cases where multiple projects are occurring within the same geographical area (Harrisonburg and Rockingham County) at the same time and WECI is able to service both projects with one employee, the hourly rate for the largest project shall be \$53.01 per hour, and any additional smaller projects would be billed at an “onsite” rate of \$35 per hour plus sampling costs.

WECI is also able to provide single “lump sum” or “lump sum plus sampling” pricing for most projects as well if the University desires.

Beyond the labor rates described above, some of the sampling rates and other fees we typically charge are listed below, and if there are any services not covered that you wish to inquire about, please let me know.

Sample Type	Turnaround time	Typical cost per sample
Asbestos Air PCM	4 hour	\$15.50
Asbestos Air PCM	6 hour	\$14.30
Asbestos Air PCM	12 hour	\$11.00
Asbestos Air PCM	24 hour	\$9.90
Asbestos Air PCM	2 day	\$8.80
Asbestos Bulk PLM	4 hour	\$55.00
Asbestos Bulk PLM	6 hour	\$36.30
Asbestos Bulk PLM	Same Day	\$27.50
Asbestos Bulk PLM	24 hour	\$19.80
Asbestos Bulk PLM	2 day	\$15.50
Asbestos Bulk PLM	3 day	\$12.00
Asbestos Air TEM	4 hour	\$285.00
Asbestos Air TEM	6 hour	\$165.00
Asbestos Air TEM	12 hour	\$110.00
Asbestos Air TEM	24 hour	\$90.00
Asbestos Air TEM	2 day	\$75.00
Asbestos Air TEM	3 day	\$70.00
Asbestos Bulk TEM	4 hour	\$285.00
Asbestos Bulk TEM	6 hour	\$165.00
Asbestos Bulk TEM	12 hour	\$110.00
Asbestos Bulk TEM	24 hour	\$90.00
Asbestos Bulk TEM	2 day	\$75.00
Asbestos Bulk TEM	3 day	\$70.00
Lead, paint on-site chemical test	NA	\$13.20
Lead, bulk paint/soil/wipe by flame/AA	12 hour	\$22.00
Lead, bulk paint/soil/wipe by flame/AA	24 hour	\$18.70
Lead, bulk paint/soil/wipe by flame/AA	2 day	\$16.50
Lead, bulk paint/soil/wipe by flame/AA	3 day	\$14.50

Sample Type	Turnaround time	Typical cost per sample
Lead, bulk by TCLP	3 day	\$175.00
Lead, water by on-site chemical test	NA	\$36.00
Lead, water by EPA 6010	3 day	\$39.60
Total Petroleum Hydrocarbons, soil by EPA 8015	2 day	\$190.00
Total Petroleum Hydrocarbons, soil by EPA 8015	3 day	\$165.00
PCB, bulk/water by EPA 8081	3 day	\$235.00
PCB, bulk/water by EPA 8081	5 day	\$140.00
PCB, oil/air by EPA 8081	3 day	\$210.00
PCB, oil/air by EPA 8081	5 day	\$130.00

V. Proposal Preparation and Submission

B. Specific Proposal Instructions

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](http://www.VASCUPP.org).

WECI, Inc. sales with VASCUPP Member over last twelve months  
(May 2021-April 2022).

1. James Madison University (JMU): \$71,113.00
2. Virginia Polytechnical Institute and State University (VT): \$3,040.00

## **Appendix A**

### **Sample Proposal**



May 30, 2022

Prospective Client  
Mr. Contract Manager  
123 Fake Street  
Imaginary, VA 22602

Limited Asbestos Inspection: 100 Smith Steet, Harrisonburg, VA 22801

Dear Sir:

In response to our recent conversations, I am pleased to submit the following formal scope of work for WECI to perform asbestos inspection services for the building located at 100 Smith Street in Harrisonburg, VA.

This scope of work, if approved is to be performed and final inspection report delivered within 30 calendar days of approval. In cases where this document, the attached General Terms and Conditions, and any subcontractor agreement between WECI, and the client are in conflict, the subcontractor agreement(s) with the client takes precedence.

### **Scope of Work**

- Provide an EPA accredited and Virginia licensed asbestos inspector to sample the interior and exterior of the building.
- Perform all duties of an asbestos inspector for a job of this type in accordance with both AHERA and the code of Virginia title 51.4 chapter 5 as well as other applicable regulations.
- Sample all materials in the areas described above to fulfill the minimum sampling requirements set forth by state and federal law. Materials known or assumed to be positive for asbestos shall not be sampled, nor shall materials negative for these substances where lab documentation can be obtained.
- Provide for small (under 12 foot) ladder and other equipment used during the inspection except as noted in client responsibilities below.
- Ensure all employees involved in the inspection comply with applicable onsite safety procedures, including general safety training, lift training, and obtaining any appropriate work permits

- Upon conclusion of sampling, WECI shall provide an inspection report that will list the location, type and approximate amount of asbestos materials. This report shall be organized in a format of your choosing within reason.
- WECI shall, at the conclusion of the report, mark certain materials or pipes with spray-paint or comparable method if desired.
  - In some cases, there may be building components which may be noted but not sampled do to accessibility or safety issues with in-service or other equipment. These areas may be sampled at a later date when the hazardous condition or accessibility issues are resolved.

**Client responsibilities:**

- Assist WECI employees in obtaining any necessary work, roof, camera or other permits needed for completion of the scope of work in a timely manner
- Provide for WECI inspectors parking for 1 vehicle, as well as keys, escorts or other assistance necessary to access the inspection areas given 48 hours advance notice.

Our cost to perform the above scope of work would be \$XXXX.XX inclusive of all sampling, lab costs taxes and other fees. The project is currently estimated to take 4-8 days of sampling, which shall be scheduled at the discretion of WECI but always providing at least 48 hours advance notice as to the locations anticipated to be sampled on any given day. It is understood that all sampling would occur between the hours of 0700 and 1700 mon-fri and excluding federal holidays.

All work would be done in accordance with site specifications, Federal and State guidelines. No unauthorized personnel would be permitted in the immediate work area during asbestos sampling due to potential exposure.

The above scope of work, cost, and General Conditions & Terms are approved by:

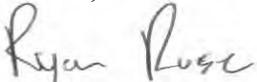
---

Mr. Contract Manager  
(Or authorized representative)

Date

Please contact me with any questions.

Sincerely,  
WECI, Inc.



Ryan Rose  
Vice President

## **Appendix B**

### **Sample Invoice**



# WECI, Inc.

PO Box 920  
Verona, VA 24482  
Phone (540) 877-9420  
Fax (540) 877-9495  
www.thinkweci.com

Invoice No. RRW-22-001

## INVOICE

### Customer

James Madison University  
Mr. Contract Manager  
100 Fake Street  
Harrisonburg, VA 22801  
Phone Number Location  
Email Location

Date 5/30/2022

PO# or ref Per Contract

Date	Description		Total
	<i>100 Smith Street, Harrisonburg, VA 22801</i>		
1-May-22	Limited asbestos inspection	\$350.00	
	50 Bulk PLM Samples on a 24-Hr. Analysis @ \$10 each	\$500.00	

SubTotal \$850.00

Less Deposit

Taxes State

Local

**TOTAL \$850.00**

### Payment Details

- Due upon receipt
- Federal ID # [REDACTED]
- 
- 

Please send your check (made payable to  
WECI, Inc.) to PO Box 920, Verona, VA 24482  
Please call (540) 877-9420, ext. 108  
with any billing questions.

*The WECI General Terms & Conditions apply to all of our proposals.  
A 10% finance charge is added to any unpaid balances after 30 days*

*We appreciate your business!*

## **Appendix C**

### **Selected WECI Resumes**



## **Resume**

**James C. Sigurdson, President**

**WECI, Inc.**

**199-1 Sulky Drive; Winchester, VA 22602**

**540-877-9420**

### **Present Responsibilities**

Primary contact for all WECI projects in progress including Phase I Environmental Site Assessments, air, soil or vapor monitoring of sites along with conducting and reviewing mold studies, site assessments, and other environmental reports for partner firms. Also serves as the primary contact for clients with regards to sales and invoicing along with participation in project development. Mr. Sigurdson heads the administration of the marketing program and client sales presentations and safety programs. James Sigurdson has been employed with Winchester Environmental since September 2000. In 2014, Mr. Sigurdson became the owner of WECI Inc, which absorbed and reorganized the former Winchester Environmental

### **Experience Summary**

As an "Environmental Professional" under the AAI rule for Phase I Site Assessments, a multi-state certified asbestos Management Planner, Inspector, Project Designer and Project Monitor, Mr. Sigurdson is responsible for coordinating, supervising and reviewing the efforts of other employees with regards to various WECI projects. Mr. Sigurdson also works closely with subcontractors to ensure compliance to the project designs and clients desires. He has also conducted air, water, soil and material sampling involving environmental site assessments, developed response actions, safety programs and cost estimates; Written and supervised others in the writing of ESA's and assisted in the administration functions and on-site management of various environmental projects.

### **Key Project Experience**

- Provides project design and project monitoring for large scale commercial and industrial projects. Implement, review and develop a final report which focuses on client needs.
- Conducts Phase I Environmental Site Assessments of industrial facilities for financial institutions involving commercial real estate.
- Creates sample plans and conducts sampling for various substances.
- Supervised the remediation of several manufacturing sites which involved disposal of petroleum contaminated soils and other hazardous materials.
- Research and analysis of contaminated site databases.

## **Education**

- MBA-Shenandoah University, May 2005
- BBA, Management-Magna Cum Laude-Shenandoah University 2003
- Shenandoah University Leadership Training-2002
- Member of Sigma Beta Gamma international management honor fraternity and Omicron Delta Kappa leadership fraternity.
- Top of Virginia scholar and a member of “Who’s Who Among American College Students”

## **Professional Training**

- EPA “Environmental Professional” with over 10 years of developing and writing Phase I ESA’s” January 2011
- 40 hour NIOSH 582 method training, October 2010
- Member, American Conference of Industrial Hygienists 2009-present
- 40 Hour OSHA, Hazwoper certification – 2005
- Confined Space Entry certification - 2005
- Asbestos Supervisor and Management planner certification - 2005
- Asbestos Project Designer and Project Monitor certification - 2003
- Asbestos Inspector certification, VA, WV, MD, NC - 2004
- Mold Awareness & Certification - 2002
- Certificate of Polish language proficiency, Jagiellonian University, Krakow, Poland 2003
- Certificate of post cold-war economics, Jagiellonian University, Krakow, Poland 2003
- US Army Satellite Communications Training-Ground Terminal Manager. 1997-2001



## **Resume**

**Michael Ryan Rose, Vice President**

**WECI, Inc.**

**199-1 Sulky Drive; Winchester, VA 22602**

**540-877-9420**

## **Present Responsibilities**

Mr. Rose is responsible for onsite asbestos project monitoring for contractors as well as building tenants, residential and commercial asbestos inspections, the production of comprehensive project designs for asbestos and mold abatements, and the coordination of projects with contractors and tenants. Mr. Rose also conducts Phase I and Phase II site assessments in accordance with his degree. Mr. Rose has been employed with WECI since January 2010.

## **Experience Summary**

As a multi-state certified asbestos Inspector, Project Designer and Project Monitor, Mr. Rose is responsible for coordinating schedules with abatement contractors, developing asbestos response actions and cost estimates; he performs asbestos inspections and develops draft reports for ESA's and assists in the administration functions and on-site management of various environmental projects.

## **Key Project Experience**

- Provides project design and project monitoring for school systems, commercial, as well as private residences abatement projects. Implement, review and develop a final report which focuses on air clearance sampling.
- Performs bulk asbestos sampling on nationwide grocery store chain
- Conducts Phase I Environmental Site Assessments of industrial facilities for financial institutions involving commercial real estate.
- Conducts air sampling for asbestos.
- Researches and analyses of contaminated site databases.
- Proficient in a variety of personal computer applications, specifically those relating to business such as Microsoft Word, Excel, PowerPoint, FrontPage, Access and Publisher.

## **Education**

**Bachelors of Science Degree in Geographic Science** with concentration in Environmental Studies (James Madison University, Harrisonburg, VA). Graduated with a 3.5 GPA. August 2005 – May 2008.

## **Professional Training**

- EPA classified “Environmental Professional” for conducting Phase I and II ESAs
- Licensed Asbestos Project Designer in VA & WV (2010)
- Licensed Asbestos Project/Air Clearance Monitor in VA & WV (2010)
- Licensed Asbestos Inspector in VA (2010), WV (2010), MD (2010), TN (2012, and NC (2012)
- NIOSH 582 Equivalent Certificate (2011)
- Lead Safe Training EPA RRP Initial Certificate (2011)
- Licensed Lead Inspector in VA (2019) and WV (2019)



## **Resume**

**Olga Anatolyevna Sigurdson, Environmental Technician**  
**WECI, Inc.**  
**199-1 Sulky Drive; Winchester, VA 22602**  
**540-877-9420**

## **Present Responsibilities**

Mrs. Sigurdson is responsible for development of draft reports for Phase I site assessments under the supervision of senior environmental professionals. Mrs. Sigurdson has been employed with WECI since May 2015.

## **Experience Summary**

Mrs. Sigurdson performed numerous Phase I Environmental Site Assessments (ESA) for multiple commercial, industrial and residential properties. The Phase I ESAs were performed in general accordance with the American Society of Testing of Materials (ASTM) Standard Practice for the evaluation of environmental risk by determining the potential of Recognized Environmental Conditions (RECs) associated with the subject and surrounding properties. Responsibilities included data review, performing historical records review including environmental database and public records search and performing a site reconnaissance to identify past and current uses of the properties. Report writing included preparing detailed findings, conclusions and recommendations.

## **Key Project Experience**

- Assists in Phase I Environmental Site Assessments of industrial facilities for financial institutions involving commercial, industrial and residential real estate.
- Researches and analyses of contaminated site databases.
- Extensive knowledge of auditing techniques.
- Proficient in a variety of personal computer applications, specifically those relating to business such as Microsoft Word, Excel, PowerPoint, FrontPage, Access and Publisher.

## **Education**

**Master of Business Administration** with concentration in Accounting (Shenandoah University, Winchester, VA). Graduated May 2009

**Master Degree in Restaurant Management** with concentration in Process Engineering (Plekhanov Russian University of Economics, Moscow, Russia). Graduated March 2005

**Bachelor Degree in Restaurant Management** with concentration in Process Engineering (Plekhanov Russian University of Economics, Moscow, Russia). Graduated May 2003

## **Professional Training**

- EPA Trained Asbestos Inspector (2022)
- Certified Public Accountant (2012)



## **Resume**

**Andrew Steven Cook, Senior Project Manager**

**WECI, Inc.**

**199-1 Sulky Drive; Winchester, VA 22602**

**540-877-9420**

## **Present Responsibilities**

Mr. Cook is responsible for commercial and residential mold inspections, the production of comprehensive mold reports for mold abatement projects, commercial and residential asbestos inspections, project monitoring for asbestos abatement projects, and the production of comprehensive project designs for asbestos abatement. Mr. Cook has been employed with WECI since August 2016.

## **Experience Summary**

As a multi-state certified asbestos Project Monitor, Inspector, and Project Designer, Mr. Cook is trained to complete asbestos inspections according to National Emission Standards for Hazardous Air Pollutants (NESHAP) guidelines, monitor and provide final air clearances for asbestos abatement projects, and produce project designs for asbestos abatement contractors. Mr. Cook is also trained in sampling indoor air quality, water, and soil.

## **Key Project Experience**

- Performs bulk asbestos sampling on commercial, industrial, residential properties, and school systems.
- Conducts air sampling for asbestos.
- Provides project design and project monitoring for commercial, industrial, residential properties, and school systems.
- Assists in Phase I Environmental Site Assessments of industrial facilities for financial institutions involving commercial real estate.
- Provides comprehensive mold reports for commercial, industrial, residential properties, and school systems.
- Provides comprehensive reports for water and soil contamination.
- Proficient in computer applications, such as Microsoft Word, Excel, PowerPoint, Access and Publisher.

## **Education**

**Bachelors of Science Degree in Human Development;** Virginia Polytechnic Institute and State University, Blacksburg, VA. Graduated; May 2016

## **Professional Training**

- Licensed Asbestos Inspector in VA (2016), WV (2016), KY (2017), SC (2018), and MD (2019)
- Licensed Asbestos Project Designer in VA (2016) and WV (2016)
- Licensed Asbestos Project/Air Clearance Monitor in VA (2016) and WV (2016)
- Licensed Asbestos Project Manager (2019)
- 40-Hour NIOSH 582 Equivalent Certificate (2017)
- Licensed Lead Inspector in VA (2020) and WV (2020)



## **Resume**

**Benjamin Stewart Sawyer, Project Manager**

**WECI, Inc.**

**199-1 Sulky Drive; Winchester, VA 22602**

**540-877-9420**

## **Present Responsibilities**

Mr. Sawyer is responsible for commercial and residential mold inspections, the production of comprehensive mold reports for mold abatement projects, commercial and residential asbestos inspections, project monitoring for asbestos abatement projects, and the production of comprehensive project designs for asbestos abatement. He also assists with the development of draft reports for Phase I site assessments under the supervision of senior environmental professionals. Mr. Sawyer has been employed with WECI since May 2018.

## **Experience Summary**

As a multi-state certified asbestos Project Monitor, Inspector, and Project Designer, Mr. Sawyer is trained to complete asbestos inspections according to National Emission Standards for Hazardous Air Pollutants (NESHAP) guidelines, monitor and provide final air clearances for asbestos abatement projects, and produce project designs for asbestos abatement contractors. Mr. Sawyer is also trained in sampling indoor air quality.

## **Key Project Experience**

- Performs bulk asbestos sampling on commercial, industrial, residential properties, and school systems.
- Conducts air sampling for asbestos.
- Provides project design and project monitoring for commercial, industrial, residential properties, and school systems.
- Assists in Phase I Environmental Site Assessments of industrial facilities for financial institutions involving commercial real estate.
- Provides comprehensive mold reports for commercial, industrial, residential properties, and school systems.
- Provides comprehensive reports for water and soil contamination.
- Proficient in computer applications, such as Microsoft Word, Excel, PowerPoint, Access and Publisher.

## **Education**

**Master of Arts Degree in Geography** with concentration on remote sensing (West Virginia University, Morgantown, WV). Graduated May 2013

**Bachelor of Science Degree in Environmental Studies** with minor in biology (Shenandoah University, Winchester, VA). Graduated May 2011

## **Professional Training**

- Licensed Asbestos Inspector in VA (2018), WV (2018), and PA (2021)
- Licensed Asbestos Project Designer in VA (2018) and WV (2018)
- Licensed Asbestos Project/Air Clearance Monitor in VA (2018) and WV (2018)
- 40-Hour NIOSH 582 Equivalent Certificate (2018)
- Licensed Lead Inspector in VA (2019) and WV (2019)
- NRPP certified Radon Measurement Professional (2021)

## **Appendix D**

### **RFP Attachment A**

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 7 Months 2 as WECL, 30+ years as Winchester Environmental Consultants, Inc.

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 #
WestRock, Inc.		See attached for more details	
Merrick Sharpe + Dohue, Inc			
Warrent County, VA			
City of Winchester, VA			
Berkeley County, WV			

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

WECL, Inc.	WECL, Inc.
Mr. Ryan Rose, VP	Mr. Ryan Rose, V.P.
199-1 Sulky Drive	2 S. Main St., Suite 401
Winchester, VA 22602	Harrisburg, VA 22802

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

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **Appendix E**

### **RFP Attachment B**

ATTACHMENT B

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

Offeror Name: WECL, INC. Preparer Name: Michael Ryan Rose

Date: 5-19-2022

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

If yes, certification number: 716695 Certification date: 9/26/2018

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

If yes, certification number:      Certification date:     

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

If yes, certification number:      Certification date:     

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

If yes, certification number: 716695 Certification date: 9/26/2018

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

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

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

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

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

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

**RETURN OF THIS PAGE IS REQUIRED**

**ATTACHMENT B (CNT'D)**

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

Procurement Name and Number: Environmental + Industrial Hygiene Services  
RFP# MPM-1153

Date Form Completed: 5/19/2022

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

Offeror / Proposer:

WECL, INC.  
 Firm

199-J Sully Drive, Winchester, VA 22602  
 Address

Ray Rice 540-686-5021  
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
<i>None at this time</i>					

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

**RETURN OF THIS PAGE IS REQUIRED**

**EXHIBIT H**  
**SWAM BUSINESS SUBCONTRACTING PLAN**  
**(Submit with IFB/RFP if Applicable)**

All businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSD) to participate in the SWAM program. Certification applications, including instructions, certification definitions, and required documents, are available through SBSD online portal at <https://www.sbsd.virginia.gov/certification/>

Bidder/Respondent Name: WECI, Inc.

Preparer Name: Olga Sigurdson

Date: 9/9/2021

**Instructions**

- A. If you are certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business, complete only Section A of this form. This shall include SBSD-certified Historically Black Colleges and Universities, 8a, Economically Disadvantaged Woman-owned Small businesses, Service Disabled Veteran-owned, Federal Service Disabled Veteran-owned, and Minority-owned businesses when they have received SBSD business certification.
- B. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and plan to subcontract part of this contract with a SBSD certified business, complete only Section B of this form.
- C. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and cannot identify any subcontracting opportunities to subcontract part of this contract with a SBSD-certified business, only provide the information requested in Section C of this form.

**Section A**

If your firm is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) **check all that apply below:**

<input type="checkbox"/>	Minority Owned Business (MB)
<input type="checkbox"/>	Woman Owned Business (WB)
<input checked="" type="checkbox"/>	Micro Business
<input type="checkbox"/>	Service Disabled Veteran Owned Business (SDV)
<input checked="" type="checkbox"/>	Small Business (SB)
<input type="checkbox"/>	Employment Service Organization (ESO)
<input type="checkbox"/>	8A
<input type="checkbox"/>	Economically Disadvantaged Woman Owned Business (EDWOSB)
<input type="checkbox"/>	Federal Service Disabled Veteran Owned Business (FSDV)
<input type="checkbox"/>	Disadvantage Business Enterprises (DBE)
<input type="checkbox"/>	Airport Disadvantaged Business Enterprise (ACDBE)

Certification number: 716695

Certification date: 9/26/2018





## Directory Listing

- Certification Type
- NIGP
- NAICS
- City
- ZIP Code

All ▼ contains ▼ weci 🔍

Match found 2

Sort by: Company name ▼

Show entries: 5 ▼

Applied Filters Reset filters ◀

### WECI, Inc.

Olga Sigurdson  
112 Walker Court  
Winchester, VA 22602  
Phone: (540) 877-6080  
[olga\\_sigurdson@weci.biz](mailto:olga_sigurdson@weci.biz) (mailto:olga\_sigurdson@weci.biz)  
[www.weci.biz](http://www.weci.biz) (http://www.weci.biz)

Certification Number: 716695  
**SWaM Certification Type:**  
Small Start Date: 09-26-2018  
Micro Start Date: 09-26-2018  
SWaM Expiration Date: 09-26-2023  
NIGP/Description:  
91843 Environmental Consulting

## **Appendix F**

**Signed RFP in its Entirety**

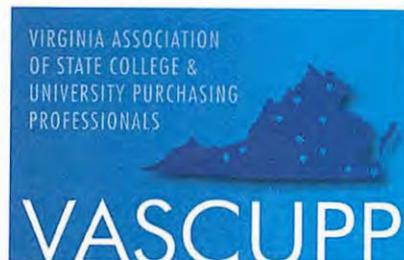


# Request for Proposal

## RFP# MPM-1153

**Environmental & Industrial Hygiene Services**

**5/2/2022**



**REQUEST FOR PROPOSAL**  
**RFP# MPM-1153**

**Issue Date:** May 2, 2022  
**Title:** Environmental & Industrial Hygiene Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on May 31, 2022 for Furnishing The Services Described Herein.**

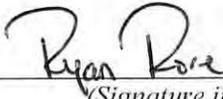
**MANDATORY/ OPTIONAL PRE-PROPOSAL:** No pre-proposal meeting for this solicitation.

*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: Michael Morrison, Buyer Senior, Procurement Services, [morrismp@jmu.edu](mailto:morrismp@jmu.edu); 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:	By: <u></u> (Signature in Ink)
<u>WECI</u>	Name: <u>Michael Ryan Rose</u> (Please Print)
<u>199-1 Solky Drive</u>	Title: <u>Vice President</u>
<u>Winchester, VA 22602</u>	Phone: <u>540-686-5021</u>
Date: <u>5/30/2022</u>	Fax #: <u>540-877-9495</u>
Web Address: <u>www.thinkweci.com</u>	
Email: <u>rrose@thinkweci.com</u>	

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:  
 YES;  NO; *IF YES* ⇒  SMALL;  WOMAN;  MINORITY **IF MINORITY:**  AA;  HA;  AsA;  NW;  Micro

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

# *REQUEST FOR PROPOSAL*

*RFP # MPM-1153*

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide, but not be limited to, asbestos and lead environmental consultation, project design, management, inspection, monitoring, and testing 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 four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University is a public, comprehensive university of approximately 20,181 students, 924 full-time teaching faculty and 1,238 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,137 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.

The campus is 721 acres and includes approximately 150 buildings. The University has buildings of various ages and engages in periodic renovation as well as new construction. Inspection, testing, and monitoring services are needed on a regular basis.

## **III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION**

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

## **IV. STATEMENT OF NEEDS**

- A. James Madison University (JMU) seeks to secure the services of contractors with the direct experience and expertise to provide campus-wide environmental and industrial hygiene consultation, project design, management, inspection, monitoring, and testing services. The contractor will furnish all documentation, equipment, insurance, labor, materials, disposal, and supervision to provide these services to the University. The contractor shall develop clear, concise, and professional quality proposal quotes for each project for review and acceptance by James Madison University.
- B. James Madison University reserves the right to obtain other cost estimates prior to authorizing work and to solicit and project separate and apart from the resultant contract(s) as may be deemed in the best interest of the University. Upon approval of the proposal received by the University, a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional services or equipment which would result in exceeding dollar limitation of the purchase order without first having obtained written approval from the University.
- C. Contractor shall be responsible for adhering to all University Construction Guidelines and shall work directly with relevant personnel at the University. Contractor shall be responsible for all measurements, calculations, and other details for each project.

D. Scope of Services:

- a. AHERA compliant Asbestos inspection, monitoring, and testing; to include:
  - i. Inspection and reporting on buildings and components
  - ii. Hazard assessment and reporting
  - iii. Abatement project designs and specifications
  - iv. Abatement project monitoring
  - v. Post-abatement final clearance
  - vi. Analytical laboratory services (PCM, TEM, SEM, PLM)
  - vii. On-site sample collection and testing
  - viii. Operations and maintenance plans
  - ix. Regulatory consultation services
  - x. Media relations services
- b. Lead-based paint services; to include:
  - i. Development of testing protocols
  - ii. Lead and lead base paint inspection and testing
  - iii. Lead hazard assessment
  - iv. Abatement project designs and specifications
  - v. Abatement project monitoring
  - vi. Abatement final clearance inspection and testing
  - vii. Re-occupancy certification
  - viii. Waste disposal characterization and consultation
  - ix. Laboratory analytical services
  - x. On-site sample collection and testing
  - xi. Regulatory consultation services
  - xii. Media relations services
- c. Industrial hygiene services; to include:
  - i. Indoor air quality surveys
  - ii. Industrial hygiene surveys
  - iii. Air and employee monitoring for hazardous substances
  - iv. Inspection and evaluation of mechanical systems
  - v. Microbiological contaminant inspections
  - vi. Moisture intrusion surveys and reporting
  - vii. PCB testing, analysis, and reporting
  - viii. Noise monitoring and hearing conservation programs
  - ix. Radon testing and remediation design and inspection
  - x. Indoor lighting surveys
  - xi. Laboratory analytical services
  - xii. Ionizing and non-ionizing radiation testing and remediation design and inspection.
  - xiii. On-site air sampling and testing
  - xiv. Regulatory compliance consultation
- d. Compliance Plans
  - i. Health and Safety
  - ii. HAZCOM
  - iii. Respiratory protection
  - iv. Hearing conservation
  - v. Periodic air monitoring

- e. Compliance Consultation for EPA and Virginia regulations
  - i. EPA Clean Air Act
  - ii. EPA AHERA
  - iii. EPA RCRA
  - iv. OSHA asbestos, lead, and other standards
  - v. OSHA HAZCOM standards
  - vi. SARA title III reporting requirements
  - vii. Virginia DPOR, DOLI, DEQ, DOT, and DCR regulations
  - viii. 40 CFR part 262; Standards for Hazardous Waste
  - ix. 40 CFR part 273; Standards for Universal Waste Management
  - x. 49 CFR part 172; Hazardous Material Communications
- f. Phase I and II Environmental Site Assessments and Audits
  - i. Site visits
  - ii. Scope of services development on a per-project basis
  - iii. Complete historical site research
  - iv. Copies of plats, surveys, aerial photographs, and ownership history
  - v. Identification and delineation of subsurface contamination
- E. Contractor shall comply with all applicable federal, state, local, and University regulations in the performance of these services.
- F. Contractor shall have sufficient resources to be able to work multiple jobs at the same time.
- G. Describe in detail your approach to each of the following items and include all associated costs.
  - a. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.
  - b. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.
  - c. Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, services performed, and contact information.
  - d. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.
  - e. Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.
  - f. Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.
  - g. Describe invoicing procedure. Provide a sample invoice and proposal.
  - h. Identify other services offered to James Madison University and the associated costs.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

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

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’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 addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://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 intended purposes	20
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	15
5. Cost	<u>20</u>
	100

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

## VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer

whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<b>Profession/Service</b>	<b>Limits</b>
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Absbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.]	\$2,450,000 per occurrence; \$4,250,000 aggregate
Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the <i>Code of Virginia</i> ( <a href="https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/">https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/</a> ) §8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

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

- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
  3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

## VIII. SPECIAL TERMS AND CONDITIONS

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

From: \_\_\_\_\_

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

Name of Purchasing Officer: \_\_\_\_\_

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-

certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly

introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- 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. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

## **IX. METHOD OF PAYMENT**

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

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

## X. PRICING SCHEDULE

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

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Add additional rows as needed to list all rates and fees for labor and services offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
Supervisor Labor Rate \$/hour		\$53.01							
Inspector Labor Rate \$/hour		\$53.01							
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
Supervisor Labor Rate \$/hour		\$79.52							
Inspector Labor Rate \$/hour		\$79.52							

PRICING SCHEDULE BY ZONE										
Analytical Services Rates										
Service	Response Time	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
See attached										
Occupational Health Services Rates										
Building Inspection Services Rates										

Other Fees	
Charge Card Processing Fees:	0%

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: [JMU Design & Construction Guidelines](#) (dated 8/1/2020)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 7 Months 2 as WECL, 30+ years as Winchester Environmental Consultants, Inc.

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 #
WestRock, Inc.		See attached for more details	
Merrick Sharpe + Dohue, Inc			
Warrent County, VA			
City of Winchester, VA			
Berkeley County, WV			

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

WECL, Inc.	WECL, Inc.
Mr. Ryan Rose, VP	Mr. Ryan Rose, V.P.
199-1 Sulky Drive	2 S. Main St., Suite 401
Winchester, VA 22602	Harrisonburg, VA 22802

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

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT B

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

Offeror Name: WECL, INC. Preparer Name: Michael Ryan Rose

Date: 5-19-2022

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

If yes, certification number: 716695 Certification date: 9/26/2018

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: 716695 Certification date: 9/26/2018

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

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

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

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

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

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

**RETURN OF THIS PAGE IS REQUIRED**

**ATTACHMENT B (CNT'D)**

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

Procurement Name and Number: Environmental + Industrial Hygiene Services  
RFP# MPM-1153

Date Form Completed: 5/19/2012

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

Offeror / Proposer:

WECL, INC.  
 Firm

199-I Sully Drive, Winchester, VA 22602  
 Address

Ryan Rose 540-686-5021  
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
<u>None at this time</u>					

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

**RETURN OF THIS PAGE IS REQUIRED**

ATTACHMENT C



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

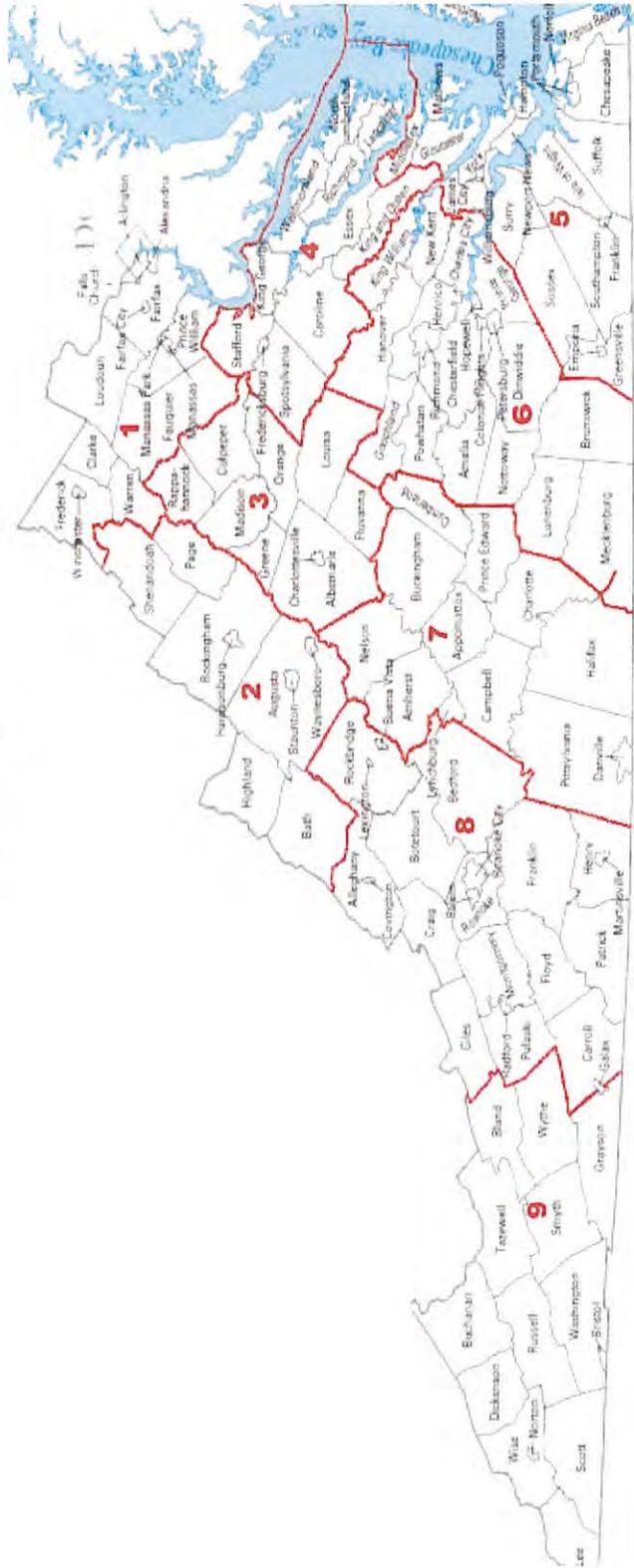
\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

## **Appendix G**

### **Selected WECI licenses**

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

08-31-2022

NUMBER

3303002997

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS INSPECTOR LICENSE



JAMES COLBY SIGURDSON

PO BOX 920

VERONA, VA 24482



Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

08-31-2022

NUMBER

3304001521

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS MANAGEMENT PLANNER LICENSE



JAMES COLBY SIGURDSON

PO BOX 920

VERONA, VA 24482



Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

**EXPIRES ON**  
10-31-2022

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

**NUMBER**  
3309001246

**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**ASBESTOS PROJECT MONITOR LICENSE**



**JAMES COLBY SIGURDSON**  
PO BOX 920  
VERONA, VA 24482



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

# AEROSOL MONITORING & ANALYSIS, INC.

*This is to certify that*

**JAMES SIGURDSON**

*has met the attendance requirements and successfully completed  
the course entitled*

**40-HOUR COLLECTING & ANALYZING AIR SAMPLES (NIOSH 582  
EQUIVALENT)**

9/27/2010 to 10/1/2010

Exam Date 10/1/2010

No Expiration Date

ROBERTA SPRATT-RITTER



Course Date

Exam Date

Expiration Date

Principal Instructor

HAZ0910-5

E. RUSH BARNETT



Certification No.



®

1331 Ashton Road

P.O. Box 646

Hanover, MD 21076

P: 410-684-3327

F: 410-684-3724

[www.amatraining.com](http://www.amatraining.com)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
06-30-2022

NUMBER  
3309001574

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS PROJECT MONITOR LICENSE



MICHAEL RYAN ROSE  
511 FAIRMONT AVE  
WINCHESTER, VA 22601



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
07-31-2022

NUMBER  
3303003567

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS INSPECTOR LICENSE



MICHAEL RYAN ROSE  
511 FAIRMONT AVE  
WINCHESTER, VA 22601



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
07-31-2022

NUMBER  
3305001198

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS PROJECT DESIGNER LICENSE



MICHAEL RYAN ROSE  
511 FAIRMONT AVE  
WINCHESTER, VA 22601



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

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

COMMONWEALTH of VIRGINIA

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

EXPIRES ON  
09-30-2022

NUMBER  
3355000988

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
LEAD INSPECTOR LICENSE

MICHAEL RYAN ROSE  
511 FAIRMONT AVE  
WINCHESTER, VA 22601



*Mark Broz-Vaughan*  
Mark Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

# AEROSOL MONITORING & ANALYSIS, INC.

*This is to certify that*

**MICHAEL ROSE**

*has met the attendance requirements and successfully completed  
the course entitled*

**40 HR Collecting & Analyzing Air Samples (NIOSH 582 Equivalent)**

03/28/2011 to 04/01/2011

**Course Date**

04/01/2011

**Exam Date**

No Expiration Date

**Expiration Date**

ROBERTA SPRATT-RITTER

**Principal Instructor**



HAZ032011-50

**Certification No.**



E. Rush Barnett

**Course Director**

1331 Ashton Road

P.O. Box 646

Hanover, MD 21076

P: 410-684-3327

F: 410-684-3724

[www.amatraining.com](http://www.amatraining.com)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
01-31-2023

NUMBER  
3305001322

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS PROJECT DESIGNER LICENSE



ANDREW STEVEN COOK  
199-1 SULKY DR  
WINCHESTER, VA 22602



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/201

COMMONWEALTH of VIRGINIA

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

**EXPIRES ON**  
01-31-2023

**NUMBER**  
3309001872

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS PROJECT MONITOR LICENSE



ANDREW STEVEN COOK  
199-1 SULKY DR  
WINCHESTER, VA 22602



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
10-31-2022

NUMBER  
3303004205

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS INSPECTOR LICENSE



ANDREW STEVEN COOK  
199-1 SULKY DR  
WINCHESTER, VA 22602



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA

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

EXPIRES ON  
10-31-2022

NUMBER  
3355001046

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
LEAD INSPECTOR LICENSE



ANDREW STEVEN COOK  
199-1 SULKY DR  
WINCHESTER, VA 22602



  
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

11-30-2022

NUMBER

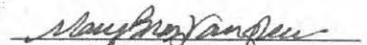
3304001691

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS MANAGEMENT PLANNER LICENSE



ANDREW STEVEN COOK  
199-1 SULKY DR  
WINCHESTER, VA 22602



  
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

**Name**

WINCHESTER ENVIRONMENTAL CONSULTANTS, INC.

**License Number**

3333000343

**License Description**

Asbestos Analytical Laboratory License

**Firm Type**

Corporation

**Rank**

Asbestos Analytical Lab

**Address**

199-1 SULKY DRIVE, WINCHESTER, VA 22602

**Specialties**

Phase Contrast Microscopy (PCM)

**Initial Certification Date**

2011-01-27

**Expiration Date**

2023-01-31

## **Appendix H**

### **Insurance info**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Center of Winchester, Inc. PO Box 3470 Winchester, VA 22604	<b>CONTACT NAME</b> (A/C, No, Ext) (540) 667-0700	<b>FAX</b> (A/C, No)
	<b>E-MAIL ADDRESS</b> info@inscenterwin.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  WECl Inc PO Box 920 Verona, VA 24482	<b>INSURER A</b> Capitol Specialty Ins Corp	<b>10328</b>
	<b>INSURER B</b> Graphic Arts Mutual Ins Co	<b>25984</b>
	<b>INSURER C</b> Accident Fund Insurance Company Of America	<b>10166</b>
	<b>INSURER D</b>	
	<b>INSURER E</b>	
	<b>INSURER F</b>	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

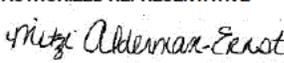
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EV20183935-04	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5185925	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EX20183936-04	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AF WCP 100029960	5/19/2022	5/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional			EV20183935-04	11/1/2021	11/1/2022	Each Claim 1,000,000
A	Pollution Liability			EV20183935-04	11/1/2021	11/1/2022	Incident 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Officers James and Olga Sigurdson are excluded from work comp coverage

### CERTIFICATE HOLDER

### CANCELLATION

WECl Inc P O Box 920 Verona, VA 24482	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# Request for Proposal

## RFP# MPM-1153

**Environmental & Industrial Hygiene Services**

**5/2/2022**



**REQUEST FOR PROPOSAL**  
**RFP# MPM-1153**

**Issue Date:** May 2, 2022  
**Title:** Environmental & Industrial Hygiene Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on May 31, 2022 for Furnishing The Services Described Herein.**

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** No pre-proposal meeting for this solicitation.

*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: Michael Morrison, Buyer Senior, Procurement Services, [morrismp@jmu.edu](mailto:morrismp@jmu.edu); 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
*(Signature in Ink)*

Name: \_\_\_\_\_  
*(Please Print)*

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Web Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

# ***REQUEST FOR PROPOSAL***

*RFP # MPM-1153*

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	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide, but not be limited to, asbestos and lead environmental consultation, project design, management, inspection, monitoring, and testing 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 four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University is a public, comprehensive university of approximately 20,181 students, 924 full-time teaching faculty and 1,238 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,137 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.

The campus is 721 acres and includes approximately 150 buildings. The University has buildings of various ages and engages in periodic renovation as well as new construction. Inspection, testing, and monitoring services are needed on a regular basis.

## **III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION**

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

## **IV. STATEMENT OF NEEDS**

- A. James Madison University (JMU) seeks to secure the services of contractors with the direct experience and expertise to provide campus-wide environmental and industrial hygiene consultation, project design, management, inspection, monitoring, and testing services. The contractor will furnish all documentation, equipment, insurance, labor, materials, disposal, and supervision to provide these services to the University. The contractor shall develop clear, concise, and professional quality proposal quotes for each project for review and acceptance by James Madison University.
- B. James Madison University reserves the right to obtain other cost estimates prior to authorizing work and to solicit and project separate and apart from the resultant contract(s) as may be deemed in the best interest of the University. Upon approval of the proposal received by the University, a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional services or equipment which would result in exceeding dollar limitation of the purchase order without first having obtained written approval from the University.
- C. Contractor shall be responsible for adhering to all University Construction Guidelines and shall work directly with relevant personnel at the University. Contractor shall be responsible for all measurements, calculations, and other details for each project.

D. Scope of Services:

- a. AHERA compliant Asbestos inspection, monitoring, and testing; to include:
  - i. Inspection and reporting on buildings and components
  - ii. Hazard assessment and reporting
  - iii. Abatement project designs and specifications
  - iv. Abatement project monitoring
  - v. Post-abatement final clearance
  - vi. Analytical laboratory services (PCM, TEM, SEM, PLM)
  - vii. On-site sample collection and testing
  - viii. Operations and maintenance plans
  - ix. Regulatory consultation services
  - x. Media relations services
- b. Lead-based paint services; to include:
  - i. Development of testing protocols
  - ii. Lead and lead base paint inspection and testing
  - iii. Lead hazard assessment
  - iv. Abatement project designs and specifications
  - v. Abatement project monitoring
  - vi. Abatement final clearance inspection and testing
  - vii. Re-occupancy certification
  - viii. Waste disposal characterization and consultation
  - ix. Laboratory analytical services
  - x. On-site sample collection and testing
  - xi. Regulatory consultation services
  - xii. Media relations services
- c. Industrial hygiene services; to include:
  - i. Indoor air quality surveys
  - ii. Industrial hygiene surveys
  - iii. Air and employee monitoring for hazardous substances
  - iv. Inspection and evaluation of mechanical systems
  - v. Microbiological contaminant inspections
  - vi. Moisture intrusion surveys and reporting
  - vii. PCB testing, analysis, and reporting
  - viii. Noise monitoring and hearing conservation programs
  - ix. Radon testing and remediation design and inspection
  - x. Indoor lighting surveys
  - xi. Laboratory analytical services
  - xii. Ionizing and non-ionizing radiation testing and remediation design and inspection.
  - xiii. On-site air sampling and testing
  - xiv. Regulatory compliance consultation
- d. Compliance Plans
  - i. Health and Safety
  - ii. HAZCOM
  - iii. Respiratory protection
  - iv. Hearing conservation
  - v. Periodic air monitoring

- e. Compliance Consultation for EPA and Virginia regulations
  - i. EPA Clean Air Act
  - ii. EPA AHERA
  - iii. EPA RCRA
  - iv. OSHA asbestos, lead, and other standards
  - v. OSHA HAZCOM standards
  - vi. SARA title III reporting requirements
  - vii. Virginia DPOR, DOLI, DEQ, DOT, and DCR regulations
  - viii. 40 CFR part 262; Standards for Hazardous Waste
  - ix. 40 CFR part 273; Standards for Universal Waste Management
  - x. 49 CFR part 172; Hazardous Material Communications
- f. Phase I and II Environmental Site Assessments and Audits
  - i. Site visits
  - ii. Scope of services development on a per-project basis
  - iii. Complete historical site research
  - iv. Copies of plats, surveys, aerial photographs, and ownership history
  - v. Identification and delineation of subsurface contamination
- E. Contractor shall comply with all applicable federal, state, local, and University regulations in the performance of these services.
- F. Contractor shall have sufficient resources to be able to work multiple jobs at the same time.
- G. Describe in detail your approach to each of the following items and include all associated costs.
  - a. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.
  - b. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.
  - c. Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, services performed, and contact information.
  - d. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.
  - e. Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.
  - f. Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.
  - g. Describe invoicing procedure. Provide a sample invoice and proposal.
  - h. Identify other services offered to James Madison University and the associated costs.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

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

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option

of the University and may or may not be conducted. Therefore, proposals should be complete.

**B. SPECIFIC PROPOSAL INSTRUCTIONS**

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://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 intended purposes	20
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	15
5. Cost	20
	<hr style="width: 100%; border: 0.5px solid black;"/> 100

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

## VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer

whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
    - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
  3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<b>Profession/Service</b>	<b>Limits</b>
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Absestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner <i>[to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.]</i>	\$2,450,000 per occurrence; \$4,250,000 aggregate
Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the <i>Code of Virginia</i> ( <a href="https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/">https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/</a> ) §8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

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

- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
  3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

## VIII. SPECIAL TERMS AND CONDITIONS

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

From: \_\_\_\_\_

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-

certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly

introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- 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. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

## **IX. METHOD OF PAYMENT**

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

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

## X. PRICING SCHEDULE

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

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Add additional rows as needed to list all rates and fees for labor and services offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
<i>Supervisor</i> Labor Rate \$/hour									
<i>Inspector</i> Labor Rate \$/hour									
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
<i>Supervisor</i> Labor Rate \$/hour									
<i>Inspector</i> Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE										
Analytical Services Rates										
Service	Response Time	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Occupational Health Services Rates</b>										
<b>Building Inspection Services Rates</b>										

Other Fees	
<b>Charge Card Processing Fees:</b>	<b>%</b>

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: [JMU Design & Construction Guidelines](#) (dated 8/1/2020)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

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ATTACHMENT B

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

Offeror Name: \_\_\_\_\_ Preparer Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

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

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

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

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

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

***RETURN OF THIS PAGE IS REQUIRED***

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

Procurement Name and Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

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

Offeror / Proposer: \_\_\_\_\_

\_\_\_\_\_  
 Firm Address Contact Person/No.

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

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

***RETURN OF THIS PAGE IS REQUIRED***

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

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