



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6437

This contract entered into this 20th day of September 2022, by Stanley Steemer, 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 September 25, 2022 through September 24, 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-1159 dated July 25, 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 August 10, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated September 20, 2022.

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

CONTRACTOR:
By: [Signature]
(Signature)
REBECCA HILGUES
(Printed Name)

PURCHASING AGENCY:
By: [Signature]
(Signature)
Michael Morrison
(Printed Name)

Title: DIVISION MANAGER

Title: Buyer Senior

RFP# MPM-1159 DUCT & EXHAUST CLEANING

9/20/2022

The Primary Point of Contact for this Contract is:

Rebecca Hughes
 Division Manager
 540-404-4670
 rhughes@steemergroup.com

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.

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)	\$175.00 per hour	\$150.00 per hour	\$150.00 per hour	\$175.00 per hour	\$175.00 per hour	\$175.00 per hour	\$150.00 per hour	\$150.00 per hour	\$150.00 per hour
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)	\$175.00 per hour	\$150.00 per hour	\$150.00 per hour	\$175.00 per hour	\$175.00 per hour	\$175.00 per hour	\$150.00 per hour	\$150.00 per hour	\$150.00 per hour
HVAC Inspector/Ventilation Auditor	\$115.00 per hour	\$100.00 per hour	\$100.00 per hour	\$115.00 per hour	\$115.00 per hour	\$115.00 per hour	\$100.00 per hour	\$100.00 per hour	\$100.00 per hour
Project Manager for Multiple Crews	\$95.00 per hour	\$80.00 per hour	\$80.00 per hour	\$95.00 per hour	\$95.00 per hour	\$95.00 per hour	\$80.00 per hour	\$80.00 per hour	\$80.00 per hour
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)	\$245.00 per hour	\$225.00 per hour	\$225.00 per hour	\$245.00 per hour	\$245.00 per hour	\$245.00 per hour	\$225.00 per hour	\$225.00 per hour	\$225.00 per hour

NEGOTIATION SUMMARY

STANLEY STEEMER

Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)	\$245.00 per hour	\$225.00 per hour	\$225.00 per hour	\$245.00 per hour	\$245.00 per hour	\$245.00 per hour	\$225.00 per hour	\$225.00 per hour	\$225.00 per hour
HVAC Inspector/Ventilation Auditor	\$130.00 per hour	\$125.00 per hour	\$125.00 per hour	\$130.00 per hour	\$130.00 per hour	\$130.00 per hour	\$125.00 per hour	\$125.00 per hour	\$125.00 per hour
Project Manager for Multiple Crews	\$115.00 per hour	\$100.00 per hour	\$100.00 per hour	\$115.00 per hour	\$115.00 per hour	\$115.00 per hour	\$100.00 per hour	\$100.00 per hour	\$100.00 per hour
Equipment and Materials									
<i>Price/Unit</i>	10% discount on equipment and materials in all zones.								

Add additional rows – as needed – to list all rates and fees for labor and services. The categories listed on the chart above represent what the University considers a “typical” response crew for references purposes. Please note any differences to the typical crew based on your firm’s offering.

Other Fees	
Charge Card Processing Fees:	0 %

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Duct and Exhaust Cleaning
Proposal to
James Madison University

In Response to RFP #MPM-1159

July 25, 2022

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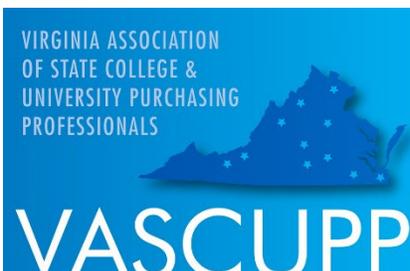


Request for Proposal

RFP# MPM-1159

Duct & Exhaust Cleaning

July 25, 2022



REQUEST FOR PROPOSAL
RFP# MPM-1159

Issue Date: July 25, 2022
Title: Duct & Exhaust Cleaning
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 August 24, 2022 for Furnishing The Services Described Herein.

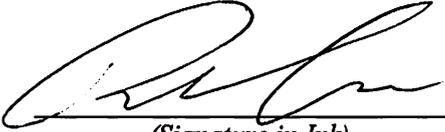
MANDATORY/ OPTIONAL PRE-PROPOSAL: No preproposal meeting shall be held.

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, ; 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>Stanley Steemer</u>	(Signature in Ink)
<u>120 Bayne Rd</u>	Name: <u>REBECCA HUGHES</u>
<u>Salem, VA 24153</u>	(Please Print)
Date: <u>08/10/2022</u>	Title: <u>Division Manager</u>
Web Address: <u>www.stanleysteemer.com</u>	Phone: <u>540-380-3662</u>
Email: <u>rhughes@steemergroup.com</u>	Fax #: <u>540-380-3631</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.

Introduction

For more than 70 years, Stanley Steemer has been bringing a cleaner and more comfortable environment to homes and businesses across America. To serve customers nationwide, we now have more than 280 locations in 49 states. We attribute our business success and long history of partnerships to our highly-trained people, our patented equipment, and our innovative approaches to solving customer problems and or facility issues.

Stanley Steemer is locally owned and operated firm that has been grateful for many opportunities to partner with Universities, School Systems, Mechanical Contractors, General Contractors, Hospitals, Facility Managers, Local, State and Federal Governments, and Building Owners throughout the Commonwealth of Virginia providing HVAC and Duct Cleaning services. We are active members of many organizations including VASCUPP and SWaM; We appreciate the growth we have experienced being apart of these organizations and executing similar cooperative contracts including a similar VASCUPP Contract (No. UCPJMU3958)

We are excited at the opportunity to be apart of James Madison University's qualified contractors and provide duct and exhaust cleaning services to the University. Please find our Request for Proposal #MPM-1159 Response following:

SPECIFIC PROPOSAL INSTRUCTIONS: Section 2 and 3 (Page 5 of RFP #MPM-1159)

IV. Paragraph L. 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.***
 - From Initial contact to invoicing, we understand that every project is unique and important. Therefore, we have found it important to develop processed, methods, and plans that are flexible to the unique needs of each project and still provide the consistent, efficient, high level of quality of service that is so important to us and our customers. In a chronological order we will briefly detail our process below:
 1. Once Stanley Steemer is contacted about a project need, we immediately assign the project to a Project Manager (This is almost always the same person to allow customers a primary, single, and consistent point of contact). The Project Manager will then immediately reach out to the Designated Representative to understand key project details and schedule a site assessment.
 2. During the site assessment the Project Manager works closely with the Designated Representative to develop the scope of work for the project, address any concerns, and capture key information to set the project methodology and formulate the work plan.

3. 3. After the site assessment the Project Manager prepares a professional, detailed, and thorough proposal that can be emailed or faxed to the Designated Representative.
4. 4. Once a contract or PO has been received the Project Manager scheduled the project at the earliest convenience of the facility. We have 4 Steemer Vac and 14 Caddy Vac HVAC Cleaning Trucks that allow us to scale up to any size or duration needed for a project – and allows us to quickly schedule a project once we are given a Notice to Proceed. Our crews are well use to teaming together on larger projects or working a single crew for small projects.
Each truck / crew is a complete unit trained and equipped for completing a Project.
5. 5. On a larger project the Project Manager will designate a Superintendent to lead the in-field efforts during the process of the project. They formulate the Work Plan according to Methodology and specific site / project requirements and review this with the crews prior to being dispatched to the jobsite.
6. 6. Stanley Steemer is a proud member of NADCA and follows their standards and guidelines throughout the process if air duct cleaning and component / equipment cleaning. Stanley Steemer’s work involves the removal and disposal of particulates from the HVAC supply, return systems as well as the exhaust systems.

 1. 1. We utilize aggressive agitation tools, compressed air and negative pressure, all passing through our Caddy Vac trucks. Each system or zone is put under negative pressure independently by connecting the vacuum hose from the truck to the ductwork. Our trucks each have the potential to pull 12,000 cfm’s of negative force at up to 15” W.C.
 2. 2. Once a system us put under negative pressure, an agitation tool is inserted at the opposite end of the ductwork run. The agitation tool is connected to the compressor on the truck and has 250 psi. We push the agitation tool through the system, which removes the contaminates from the walls of the ductwork and is then pulled down the duct line into the vacuum hose and out to the truck.
 3. 3. When we are cleaning internally insulated ductwork (Fibrous ductwork) we us non-aggressive agitation tools. The vacuum hose is still connected at one end of the ductwork run and the non-aggressive agitation tool is a small 1-inch diameter ball. It has 12 small holes at the top of the ball, and when the air pressure is

sent through the air line to the ball it comes out in a circular pattern, As the ball moved through the system it has the potential to remove the contaminants from the walls of the ductwork that is internally insulated. This method of cleaning maintains the integrity of the insulation but allows for proper cleaning.

4. 4. In case where this method does not meet the standards for clean ductwork a HEPA Vacuum is used to source remove the contaminants from the ductwork by contact vacuuming.
5. 5. When cleaning coils and other components associated with an air handling unit, we strictly follow the NADCA standards for the cleaning. We will complete a NADCA "Type 2" cleaning on affected HVAC units with an alkaline coil cleaner. This includes the cleaning of the blower motor, blades, coils, drain pans, and all other accessible surfaces within the air handler cabinet.
6. 6. All grilles, registers, and diffusers are removed during the cleaning process, and they are cleaned with a solution and brush, then dries and reassembled into place.
7. 7. During our cleaning process digital photos are taken of the ductwork and components / equipment before and after the cleaning. These pictures along with a Post Project Report are submitted with the invoice at the completion of the job.
8. 8. Containment and Engineering Controls are key components of all HVAC Cleaning Projects. Every project requires different strategies to thoroughly complete the work in a safe manner that does not adversely affect the building, the HVAC system, or the occupants. The Project Manager develops the Containment and Engineering Control Strategy for each project and includes: poly plastic area and local containments, zone isolations within the ductwork, HEPA air scrubbers to filter the air or create pressure differentials within the work areas during cleaning, and masking off duct openings during the cleaning. At not time during any cleaning project should Stanley Steemer ever compromised the indoor air quality or environment of a building. Our powerful Caddy Vac Truck Mounted Cleaning Equipment is one of the key pieces of equipment on every project to maintain proper pressure differentials, capture debris, odors and contaminants, and exhaust filtered air outside of the building environment and past safe setback areas.

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

- Stanley Steemer has been providing Commercial, Industrial, and Residential air duct cleaning for more than 16 Years. We have for the past 16 years enjoyed partnering with many other higher education institutions through a similar duct cleaning cooperative contract originated through JMU Procurements, VASCUPP Contract No: UCPJMU3958. We also work closely with Mechanical Contractors and General Contractors as subcontractors throughout the Commonwealth of Virginia, North Carolina, and West Virginia and are well versed in the challenges, processes, and successful outcomes of similar projects, contracts, and facilities. Whether directly or through subcontractors we have successfully completed many projects for the following higher institutions: James Madison University, Virginia Tech, University of Virginia, Radford University, Virginia Commonwealth University, Bridgewater College, Hollins College, Virginia Western Community College, Liberty University, North Carolina State University, University of North Carolina, and many others.

c. Provide examples or recent projects and comparable services that have been completed by your firm. List the dollar amount, timeframe, services performed, and contact information.

Sample of similar recent projects listed chronologically by month:

- **Roanoke College – Resource Development Building. \$9,550 Air Duct Cleaning, January 2021, Mike Vaught 540-537-0923**
- **McGrady-Perdue Heating and Cooling – Department of Corrections. \$5,900 Air Duct Cleaning, February 2021, Kevin McGrady 540-382-3922**
- **Harris Brothers Roofing & Mechanical – George Washington HS. \$26,150 Air Duct Cleaning, March 2021, Grey Harris 304-343-5566**
- **Lynchburg Department of Emergency Communication., \$4,120 Air Duct and Exhaust Cleaning May 2021, Moe Younger 434-546-0087**
- **GJ Hopkins – Fairview Elementary. \$31,450 Air Duct Cleaning, June 2021, Chris Wilcher 540-982-1873 x40038**
- **Radford University- Trinkle Hall. \$7,420 Exhaust Cleaning July 2021, Robert Chrisley 540-831-7712**
- **Page County Department of Social Services. \$10,500 Air Duct Cleaning August 2021, Theresa Seastrom 540-778-7214**
- **ICE Mechanical – Rappahannock Building 247. \$18,400 Air Duct Cleaning September 2021, Svetlana Kaloferova 540-809-2571**
- **Green Air – Red Hill Elementary School Phase 2 Addition and Renovation. \$39,650 Air Duct Cleaning October 2021, Dale Anthes 804-368-8543**

- **JMU – Miller Hall. \$7,200 Air Duct Cleaning and Installation of Access Doors for Visual Inspection December 2021, Dan Adkins 540-568-2398**
- **Moore’s Electrical – AEP Brook Trout, \$46,300 Air Duct Cleaning January 2022 Grayson Pennginton 434-369-4374**
- **Integer – Integer Salem, \$17,447 Air Duct Cleaning and Register Replacement February 2022 Travis Shelton 540-404-6355**
- **VMI – Memorial Hall. \$7,560 Air Duct Cleaning March 2022, Marsha K Poole 540-464-7116**
- **UVA – Peyton House Annex. \$1,200 Air Duct Cleaning April 2022 Gary Harris 434-243-1661**
- **Harrisonburg Construction Co, Inc – VMI Superintendents Quarters. \$2,250 Air Duct Cleaning May 2022, Tim Dean 540-383-7741**
- **GJ Hopkins/Lacy – Breckinridge Middle School. \$28,950 Air Duct Cleaning and Application of Anti-microbial Agent, June 2022, Josh Mills 540-982-1873**
- **VT – Residential Halls Presidents Quad. \$18,500 Exhaust Duct Cleaning June 2022, Todd Pignataro 540-231-3906**
- **UVA – Bonnycastle. \$1,200 Air Duct and Exhaust Cleaning July 2022, Barry Gelndon Wood 434-924-4212**
- **JMU – Miller Hall 2nd Floor. \$11,800 Air Duct Cleaning August 2022, Chris Keagy 540-568-2398**

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

- Stanley Steemer is certified and active in many organizations, national and local, relevant to this industry. We strongly believe that investing in our people is key to the success, continuity, and safety of our organization as well as the experience and satisfaction of our customers and businesses partners.
 1. We are a certified NADCA company. NADCS is an HVAC Inspection, Maintenance, and Restoration Associated. We are very involved with NADCA, and have several employees with various certifications achieved – please find NADCA certifications attached to this RFP Response. We comply with all NADCA commercial and residential HVAC system cleaning, inspection, and remediation specifications and requirements. A NADCA certified ASCS will supervise every HVAC duct and exhaust cleaning project at James Madison University.
 2. We are a certified IICRC company. The IICRC is an organization that regulates and certifies individuals in the inspection, cleaning and restoration industry. We comply with all IICRC regulations for standard of care. Please find these certifications attached to this RFP Response.

3. We are active members of SWaM and pride ourselves in being a certified SWaM “S” Small Business Enterprise. Please find this completed as “Attachment B” of this RFP Response.
 4. We are a certified Class A Contractor with DPOR in the Commonwealth of Virginia. Please find the Contractors License attached to this RFP Response.
 5. Our Crew Lead Technicians are at minimum OSHA 10 certified. Please find these certifications attached to this RFP Response.
- e. ***Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.***
- Rebecca Hughes will be the primary point of contact for the university. She has been responsible for the success of many of the past air duct and exhaust cleaning projects on campus this past year and several other higher education institutions. Rebecca currently holds her ASCS, and CVI certifications through NADCA.
 - Rebecca Hughes
 - 540-404-4670
 - rhughes@steemergroup.com
- f. ***Describe approach to mobilization of management and work staff to meet the needs stater 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.***
- Stanley Steemer offers same day service for both inspections and air duct cleaning. We have 4 Steemer Vac and 14 Caddy Vac Trucks and are able to mobilize from one of the two locations in close proximity to James Madison University. (Charlottesville and Roanoke)
 - Please refer to Section A above for details in our approach to mobilization of management and work staff to meet the needs stated. We are a local company dedicated to providing resources, timelines, and cleaning services that are above and beyond the expectation of the University.
- g. ***Describe invoicing procedure. Provide a sample invoice and proposal.***
- Invoices are sent out with the post project report at the completion of the project. We have found that with thorough site assessments before the project begins, accurate written estimates and quotes upfront, and quality workmanship throughout invoicing or invoiced disputes are not an issue. If disputes arise, we will engage in a negotiation to resolve the matter as quickly as possible to benefit both parties. A sample invoice and proposal are attached to this RFP Response.

h. ***Describe your mechanical cleaning methodology including methods of cleaning fibrous glass insulated components, coils, etc.***

- We strictly follow all NADCA Standards and Recommendations for methodology of Inspecting, Cleaning, and Remediating HVAC systems and various components and system types. We have found it important to develop processes, methods, and plans that are flexible to the unique needs and yet still provide the consistent, efficient, high-level quality of service that is so important to us and our customers. We will briefly detail our process below:
 1. We utilize aggressive agitation tools, compressed air and negative pressure, all passing through to our Caddy Vac trucks. Each system or zone is put under negative pressure independently by connecting the vacuum hose from the truck to the duct work. Our trucks each have the potential to pull 12,000 cfm's of negative force at up to 15" W.C.
 2. Once a system is put under negative pressure, an agitation tool is inserted at the opposite end of the duct work run. The agitation tool is connected to the compressor on the truck and has 250 psi. We push the agitation tool through the system which removes the contaminants from the walls of the duct work and is then pulled down the duct line into the vacuum hose and out to the truck.
 3. When we are cleaning internally insulated duct work (fibrous glass insulated) we use non-aggressive agitation tools. The vacuum hose is still connected at one end of the duct work run and the non-aggressive agitation tool is inserted at the opposite end. The non-aggressive agitation tool is a small 1 inch in diameter ball. It has 12 small holes at the top of the ball, and when the air pressure is sent through the air line to the ball it comes out in a circular pattern. As this ball moves through the system it has the potential to remove the contaminants from the walls of the duct work that is internally insulated. This method of cleaning maintains the integrity of the insulation but allows for a proper cleaning.
 4. In cases where this method does not meet the standards for clean duct work a HEPA vacuum is used to source remove the contaminants from the duct work by contact vacuuming.
 5. In some cases, fibrous and porous HVAC surfaces must be coated with a specific coating formulated for use in HVAC systems to protect the surface of the duct lining from erosion, encapsulate odors, and/ or provide an anti-microbial duct surface within the air stream. We partner with manufacturers and manufacturer's representatives to determine the best coating for the project need and the best method of application. We have successfully completed many projects that have required duct coatings within the system on porous duct and AHU surfaces.

6. When cleaning coils and other components associated with an air handling unit, we strictly follow the NADCA standards for the cleaning. We will complete a NADCA "Type 2" cleaning on affected HVAC units with an alkaline coil cleaner. A NADCA Type "2" cleaning details a dry clean first to remove as much contaminant as possible, and then graduating to a more invasive and thorough wet/ chemical clean as needed to restore coils. This includes the cleaning of the blower motor, blades, coils, drain pan, and all other accessible surfaces within the air handler cabinet.
7. All grilles, registers, and diffusers are removed during the cleaning process, and they are cleaned with a solution and brush, then dried and reassembled into place.
8. During our cleaning process digital photos are taken of the duct work and components / equipment before and after the cleaning. These pictures along with a Post Project Report are submitted with the invoice at the completion of the job.

i. ***Describe your health and safety standards for your employees as well as the occupants of the building where you are performing services.***

- Stanley Steemer utilizes multiple safety procedures and has set high standards for employee and building occupant safety. Our managers and Crew Lead Techs have OSHA 10 training and certifications. We also employ Technicians with First Aid training and OSHA 30 certifications. All employees are Drug Tested, Background Tested, and adhere to a strict Drug-Free workplace policy.
- Our Project Manager and/ or Crew Lead Tech will survey a job site before work begins to determine any potential hazards to employees, systems, or building occupants. All crews are always provided with the proper PPE for each job and are expected to comply with Company Policy and OSHA Standards, as well as practice common sense and practical health and safety job procedures.
- We abide by all OSHA safety standards; especially, Lock Out / Tag Out, Fall Prevention, and Confined Space policies.
- Our fall prevention safety includes proper ladder training, man lift safety and training, and safety harness and tie off practices and training.
- Other safety protocol includes where applicable 29 CFR 1910.146 Permit Required Spaces, 29 CFR 1910.134 Respiratory Protection, and 29 CFR 1910.1910 Subpart I Personal Protective Equipment.
- Containment and Engineering Controls are key components of all HVAC Cleaning Projects. Every project requires different strategies to thoroughly complete the work in a safe manner that does not adversely affect the building, the HVAC system, or the occupants. The Project Manager develops the Containment and Engineering Control Strategy for each project and includes; poly plastic area and local containments, zone isolations within the duct work, HEPA air scrubbers to

filter the air or create pressure differentials within work areas during cleaning, and masking off duct openings during the cleaning. At no time during any cleaning project should Stanley Steemer ever compromise the indoor air quality or environment of a building. Our powerful Caddy Vac Truck Mounted Cleaning Equipment is one of the key pieces of equipment on every project to maintain proper pressure differentials, capture debris, odors, and contaminants, and exhaust filtered air outside of the building environment and past safe setback areas.

- We use signage, safety cones, and corner guards to alert anyone nearby of our trucks, hoses, and work areas and be proactive in the safety of pedestrians and building occupants.

j. ***Describe your debris disposal procedures.***

- Stanley Steemer utilizes Caddy Vac Trucks for our air duct cleaning. These purpose-built trucks collect the debris during cleaning in a dedicated compartment inside the truck. The debris is transported back to our secure location and the debris is carefully removed from the compartment and disposed of in accordance with state and local laws.

k. ***Describe your system inspection and site preparation procedures.***

- In almost every case a site visit is conducted to determine the scope of work, access, integrity issues, and type of cleaning needed. We are able to utilize different methods for inspections- such as probes, digital cameras, and robots that can enter the duct system and capture documentation. If it is determined that we will be proceeding with a cleaning, a Project Manager will conduct a site visit prior to the work beginning.
- The Project Manager works with the Designated Representative to thoroughly assess the project and site conditions, develop the scope of work, and formulate the work plan.
- The work plan is communicated with the crew(s) and supervisor prior to the work beginning which includes containment strategy, access requirements, system layout, and cleaning methodology.

l. ***Describe your system clean procedures, including containment, particulate collection, odor control, etc.***

- Containment and Engineering Controls are key components of all HVAC Cleaning Projects. Every project requires different strategies to thoroughly complete the work in a safe manner that does not adversely affect the building, the HVAC system, or the occupants. Stanley Steemer's work involves the removal and disposal of particulates from the HVAC supply, return systems and exhaust systems. We utilize aggressive agitation tools, compressed air and negative

pressure, all passing through to our Caddy Vac trucks. Each system is put under negative pressure independently by connecting the vacuum line from the truck to the duct work. Our trucks have the potential to pull 12,000 cfm's of negative force at 15" W.C. Our Caddy Vac trucks collect the debris outside of the building environment and away from the building being cleaned.

- In some cases, we need to additionally utilize our HEPA portable vacuum collectors which are HEPA filtered machines capable of putting the duct system under negative pressure, extracting the contaminants from the duct work during cleaning, collecting the debris internally, and exhausting HEPA filtered air into the building environment.
- The Project Manager develops the Containment and Engineering Control Strategy for each project and includes; poly plastic area and local containments, zone isolations within the duct work, HEPA air scrubbers to filter the air or create pressure differentials within work areas during cleaning, masking off duct openings during the cleaning, and poly protection to cover desks and contents within the work area.
- At no time during any cleaning project should Stanley Steemer ever compromise the indoor air quality or environment of a building.
- Our powerful Caddy Vac Truck Mounted Cleaning Equipment is one of the key pieces of equipment on every project to maintain proper pressure differentials, capture debris, odors, and contaminants, and exhaust filtered air outside of the building environment and past safe setback areas.

m. ***Include a copy of your post-project report.***

- A sample of our Post-Project Report is attached to this document.

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

- Stanley Steemer offers many services such as, Air Duct Encapsulation, NADCA Vacuum testing, Carpet Cleaning, Tile and Grout Cleaning, Hardwood Floor Cleaning, Upholstery Cleaning, and High Surface Cleaning.
- We offer free estimates for all our services, but due to high number of variances within the services offered there are no standard prices.

SPECIFIC PROPOSAL INSTRUCTIONS: Section 4 (Page 6 RFP #MPM-1159)

Section 4 (Offeror Data Sheet) is Attached below

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 15 Months 1

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Moore's Mechanical	14 & 1/2 Year	1310 Plantation Rd NE Roanoke, VA 24012	Grayson Pennington 434-309-2511
Virginia Tech	14 Years	114 McBryde Hall Blacksburg, VA	Mason Montgomery 540-231-0708
CCI	14 Years	1057 Bill Tuck Hwy South Boston, VA	Keith Newton 434-572-6986
UVA	14 Years	1824 University Ave Charlottesville, VA	Jason Falls 434-924-5241
Hopkins / Lacy	5 Years	3635 Peters Creek Rd Roanoke, VA	Samuel Hoffert 540-982-1678

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

Stanley Steamer of Roanoke 120 Bayne Rd, Salem, VA 24153

Stanley Steamer of Charlottesville 159 Commerce Drive, Ruckersville, VA 22968

- 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: _____

SPECIFIC PROPOSAL INSTRUCTIONS: Section 5 (Page 6 RFP#MPM-1159)

Section 5 (Small Business Subcontracting Plan) is attached below.

Our Caddy Vac trucks are purpose built and are made to fit our exact needs, therefore, the use of subcontractors is very difficult. We extensively train all of our crew members using our innovated and specific equipment, which ensures a consistent level of service our customers come to expect. We are a local company. As much as possible we purchase our tools and materials from small and local vendors.

ATTACHMENT B

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

Offeror Name: Stanley Steemer Preparer Name: Rebecca Hughes

Date: 08/10/2022

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

If yes, certification number: 682349 Certification date: 04/18/2024

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

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 [X]

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 [X]

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 SBSDB 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: Partners Too of Virginia

Date Form Completed: 08/10/2022

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

Offeror / Proposer:
Stanley Steemer

Firm

120 Bayne Rd , Salem,VA 24153

Address

Jason Fender 540-404-4675

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

SPECIFIC PROPOSAL INSTRUCTIONS: Section 6 (Page 5 of RFP #MPM-1159)

Section 6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution.

Christopher Newport University	\$0
College of William and Mary	\$0
George Mason University	\$0
James Madison University	\$138,455.00
Longwood University	\$0
Norfolk State University	\$0
Old Dominion University	\$0
Radford University	\$8,395.00
University of Mary Washington	\$0
University of Virginia	\$39,775.00
Virginia Military Institute	\$20,510.00
Virginia Tech	\$33,000.00

*This data only shows sales from direct contracts we executed with each institutions and does not include sales under subcontracts.

SPECIFIC PROPOSAL INSTRUCTIONS: Section 7 (Page 6 of RFP #MPM-1159)

Section 7 (Proposed Cost, Pricing Schedule) is attached below.

PRICING SCHEDULE BY ZONE

Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*

Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)	175.00 Per Hour	150.00 Per Hour	150.00 Per Hour	175.00 Per Hour	175.00 Per Hour	175.00 Per Hour	150.00 Per Hour	150.00 Per Hour	150.00 Per Hour
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)	175.00 Per Hour	150.00 Per Hour	150.00 Per Hour	175.00 Per Hour	175.00 Per Hour	175.00 Per Hour	150.00 Per Hour	150.00 Per Hour	150.00 Per Hour
HVAC Inspector/Ventilation Auditor	115.00 Per Hour	100.00 Per Hour	100.00 Per Hour	115.00 Per Hour	115.00 Per Hour	115.00 Per Hour	100.00 Per Hour	100.00 Per Hour	100.00 Per Hour
Project Manager for Multiple Crews	95.00 Per Hour	80.00 Per Hour	80.00 Per Hour	95.00 Per Hour	95.00 Per Hour	95.00 Per Hour	80.00 Per Hour	80.00 Per Hour	80.00 Per Hour

Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*

HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)	245.00 Per Hour	225.00 Per Hour	225.00 Per Hour	245.00 Per Hour	245.00 Per Hour	245.00 Per Hour	225.00 Per Hour	225.00 Per Hour	225.00 Per Hour
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)	245.00 Per Hour	225.00 Per Hour	225.00 Per Hour	245.00 Per Hour	245.00 Per Hour	245.00 Per Hour	225.00 Per Hour	225.00 Per Hour	225.00 Per Hour
HVAC Inspector/Ventilation Auditor	130.00 Per Hour	125.00 Per Hour	125.00 Per Hour	130.00 Per Hour	130.00 Per Hour	130.00 Per Hour	125.00 Per Hour	125.00 Per Hour	125.00 Per Hour
Project Manager for Multiple Crews	115.00 Per Hour	100.00 Per Hour	100.00 Per Hour	115.00 Per Hour	115.00 Per Hour	115.00 Per Hour	100.00 Per Hour	100.00 Per Hour	100.00 Per Hour

Equipment and Materials

<i>Price/Unit</i>	10% discount								
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Add additional rows – as needed – to list all rates and fees for labor and services. The categories listed on the chart above represent what the University considers a “typical” response crew for references purposes. Please note any differences to the typical crew based on your firm’s offering.

Other Fees

Charge Card Processing Fees:	N/A	%

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

03-31-2023

NUMBER

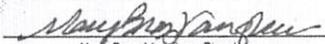
2705139430

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CIC HIC



PARTNER'S TOO OF VIRGINIA LTD
STANLEY STEEMER
120 BAYNE ROAD
SALEM, VA 24153




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

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CIC HIC
NUMBER: 2705139430 EXPIRES: 03-31-2023

PARTNER'S TOO OF VIRGINIA LTD
STANLEY STEEMER
120 BAYNE ROAD
SALEM, VA 24153



(FOLD)

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



Project Proposal Duct Cleaning

VT Residential Halls – Exhaust Cleaning

Barringer/Whitehurst Hall
Johnson Hall
Miles Hall
Newman Hall
Vawter Hall

Greg Lawson

gnlawson@vt.edu

03-07-2022

STANLEY STEEMER®

About our Indoor Environment Cleaning Accreditation

Stanley Steemer is a NADCA certified company. NADCA is an HVAC inspection, cleaning, and restoration association. We comply with all the NADCA commercial HVAC system cleaning specifications and requirements.

Scope of Work:

Newman Hall and Johnson Hall

- Cleaning of exhaust, and fresh air / make up air ducts associated with the buildings exhaust system.
- Installation of access doors.

Barringer/Whitehurst Hall, Miles Hall, and Vawter Hall

- Cleaning of exhaust ductwork associated with the buildings exhaust system.
- Installation of access doors.

Exceptions Taken:

- This proposal does not include a scope of work and related costs to address microbial growth within the HVAC system or Air Handling Units outside of normal conditions (NADCA Condition 1).
- This proposal does not include a scope of work and related costs to address degraded lining (degraded enough that cleaning cannot be completed), ACMs, or damaged internal lining in AHUs.
- This proposal does not include a scope of work and related costs to address air conveyance systems contaminated with respirable crystalline silica under *OSHA 29 CFR 1926.1153*.

Ductwork Cleaning Process

Our work involves the removal and disposal of particulates from the HVAC supply and return systems as well as the exhaust systems. We utilize aggressive agitation tools, compressed air and negative pressure, all passing through to our Caddy Vac trucks. Each system or zone is put under negative pressure independently by connecting the vacuum line from the truck to the duct work. We will mechanically clean all main trunk lines and branch duct runs. All lined duct work and flexible duct will be cleaned with compressed air, non-aggressive agitation devices along with contact vacuuming. The cleaning also includes the wiping down and cleaning of all registers and diffusers.



Before and After of Metal Ductwork Cleaning

STANLEY STEEMER®

Cleanliness Verification

We adhere to all NADCA ACR 2021 Standards, including Cleanliness Verification. We use a 12-megapixel high definition or better photo for documentation of the before and after cleaning. Those photos will be used for documentation and in creation of the Post Project Report which details the summary of the Project. Furthermore, unless otherwise specified and agreed upon, we utilize NADCA Cleanliness Verification Method 1 (visual inspection) as the accepted means to verify cleanliness after the cleaning is completed.

Safety

Stanley Steemer maintains the highest safety standards in our industry. We abide by all OSHA safety standards, especially including: lock out/tag out procedures, fall prevention and confined space policies. Our crews are also thoroughly trained, and we adhere to a strict Drug-Free workplace policy.

Timing

A two-week notice is required in most cases for execution of a contract.

Pricing

To perform all of the above work for you the price is as follows:

Barringer/Whitehurst Hall	\$3,600.00
Johnson Hall	\$4,100.00
Miles Hall	\$3,600.00
Newman Hall	\$3,800.00
Vawter Hall	\$3,400.00
Total: \$18,500.00	

If Antimicrobial Agents and Coatings are needed there may be additional costs.

If you have any questions, or if I can be of further assistance, please give me a call at 540-404-4678, or on my cell 540-537-6144.

Sincerely,
Jason Fender ASCS, CVI, VSMR
Vice President



POST PROJECT REPORT

STANLEY STEEMER®

PROJECT:

VT Newman Hall –
HVAC Cleaning



JUNE 5, 2022

Prepared By:
Rebecca Hughes
ASCS, CVI



Stanley Steemer
120 Bayne Rd
Salem, VA 24153

200 Kent St.
Blacksburg, VA 24061

This report fulfills the post cleaning requirement for the project completed by Stanley Steemer of Roanoke.

About Our Indoor Environment Services:

Stanley Steemer is a certified NADCA company. NADCA is a HVAC inspection, maintenance and restoration association. We comply with all NADCA residential and commercial HVAC system cleaning specifications and requirements.

Stanley Steemer is also a certified IICRC company. The IICRC is an organization that regulates and certifies individuals in the inspection, cleaning, and restoration industry. We comply with all IICRC regulations for standard of care.

Scope Of Work:

- Cleaning of exhaust duct system(s).

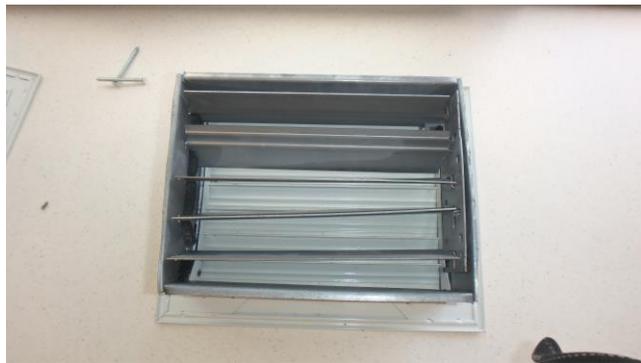
Cleaning Methodology

- ✓ All work was supervised by NADCA certified ASCS
- ✓ All systems were cleaned to NADCA standard ACR 2021
- ✓ Cleanliness Verification Method 1 was performed per NADCA Standard ACR 2021 and system is Verified as Clean
- ✓ Photographs were taken of before and after the cleaning process
- ✓ System was cleaned to Project Specifications and went extremely well and according to plan. All efforts were made to minimize impact on facility and occupants. All work was completed by proposed deadline.
- ✓ The cleaning was performed with the system under negative pressure by attaching vacuum collection hoses from our Caddy Vac Truck Mounted Cleaning Equipment to the system.

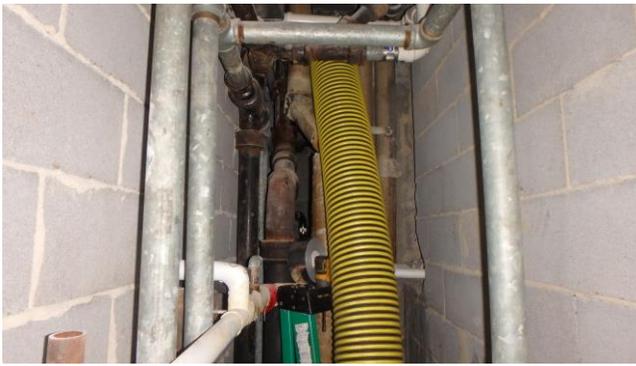
Issues Discovered During Cleaning

No issues were discovered during the cleaning

Sample of Project Photo Documentation



Exhaust duct before and after



Steemervac[®] Negative Pressure

ACR 2021 Follow up Inspection Standard of Care

Table 1
HVAC Cleanliness Inspection Schedule
(Recommended Intervals)

Building Use Classification	Air-handling Unit	Supply Duct	Return Duct / Exhaust Duct
Residential	1 year	2 years	2 years
Commercial	1 year	1 year	1 year
Industrial	1 year	1 year	1 year
Healthcare	1 year	1 year	1 year
Marine	1 year	2 years	2 years

We plan to follow up with you to schedule the subsequent cleanliness inspection at your convenience in accordance with NADCA ACR 2021 Table 1

We have verified this project as done. Please call us with any questions, and Thank You for your business.

Rebecca Hughes
Stanley Steemer

Stanley Steemer Air Duct Cleaning of Roanoke

Dryer Vent Cleaning and Monitoring

Mold and Duct Encapsulation

Odor Control



STANLEY STEEMER

INVOICE

Remit payments to:
Stanley Steemer Knoxville
PO Box 5436
Knoxville, TN 37928

Service Date: 14 Jun, 2022

Service Location

Newman Hall Virginia Tech
200 Kent St.
Blacksburg, VA 24061

Cust Number 212922

Invoice Number 1282552

P.O. Number P4079978

Qty	Service Description	Product/Item	Unit Price	Amount
1	Duct Clean 1/2 stack - Complete	Air Handling Unit	\$3,800.00	\$3,800.00
			SubTotal	\$3,800.00
			Discount	\$0.00
			Tax	\$0.00
			Total	\$3,800.00

Make checks payable to: Stanley Steemer

If you have any questions concerning this invoice, call :Donna Buelin, 1-336-784-1780



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Rebecca Hughes

With

Stanley Steemer of Roanoke

as an

Air Systems Cleaning Specialist (ASCS)

This certificate holder is qualified to serve as a project manager for residential and commercial HVAC cleaning and restoration projects, including remediation of microbial contaminants within HVAC systems.

This certificate holder also qualifies as a Ventilation System Mold Remediator (VSMR).

This certificate is valid until the expiration date shown below and is renewable.

6/30/2023
Expiration Date



12774049
Certification Number
2/16/2022
Certified Since



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Michael Walls

With

Stanley Steemer of Charlottesville

as an

Air Systems Cleaning Specialist (ASCS)

This certificate holder is qualified to serve as a project manager for residential and commercial HVAC cleaning and restoration projects, including remediation of microbial contaminants within HVAC systems.

This certificate holder also qualifies as a Ventilation System Mold Remediator (VSMR).

This certificate is valid until the expiration date shown below and is renewable.

6/30/2023
Expiration Date



12774048
Certification Number
2/16/2022
Certified Since



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Jerry Shinsky

With

Stanley Steemer of Charlottesville

as an

Air Systems Cleaning Specialist (ASCS)

This certificate holder is qualified to serve as a project manager for residential and commercial HVAC cleaning and restoration projects, including remediation of microbial contaminants within HVAC systems.

This certificate holder also qualifies as a Ventilation System Mold Remediator (VSMR).

This certificate is valid until the expiration date shown below and is renewable.

6/30/2023
Expiration Date



12774047
Certification Number

2/16/2022
Certified Since



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Rebecca Hughes

as a

Certified Ventilation System Inspector (CVI)

Who demonstrated a thorough understanding of the HVAC inspection process as outlined in the NADCA HVAC Inspection Manual by passing the NADCA CVI Certification Examination.

This certificate is valid until the expiration date shown below and is renewable.

6/30/2025

Expiration Date

255511730

Certification Number



The HVAC Inspection, Cleaning
and Restoration Association

©2019 NADCA All Rights Reserved



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Jason Fender

as a

Certified Ventilation System Inspector (CVI)

Who demonstrated a thorough understanding of the HVAC inspection process as outlined in the NADCA HVAC Inspection Manual by passing the NADCA CVI Certification Examination. This certificate is valid until the expiration date shown below and is renewable.

06/30/2025

Expiration Date



The HVAC Inspection, Cleaning
and Restoration Association
©2017 NADCA All Rights Reserved

208240708

Certification Number



Certificate Number: 400018

CERTIFICATE OF COMPLETION

is awarded to

Michael Walls

of Stanley Steemer for successful completion of
MEWP Scissor/Boom Lift Type 3 Group A&B

In compliance with OSHA Standard 29 CFR 1926, 1910 and ANSI Standard A92.24 2018
on 11/27/2020 with 3-Year Evaluation Due: 2023.

Signature of Operator

Signature of Evaluator

**Hands on Evaluation Form
Must Accompany this Certificate**



www.CertifyMeOnline.net 888-699-4800

CERTIFIED OPERATOR: Michael Walls

Completed Online Classroom Training:

**MEWP Scissor/Boom Lift Type 3
Group A&B**

3-YEAR RE-EVAL DUE: 2023
Contact CertifyMe.net
for re-evaluation form.



Professional Excellence in Safety **888-699-4800**

CERTIFIED OPERATOR: Michael Walls

Completed Online Classroom Training:

**MEWP Scissor/Boom Lift Type 3
Group A&B**

3-YEAR RE-EVAL DUE: 2023
Contact CertifyMe.net
for re-evaluation form.



Professional Excellence in Safety **888-699-4800**

United States Environmental Protection Agency

This is to certify that



Partners Too of Virginia Ltd. DBA Stanley Steemer

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires May 27, 2025

NAT-41753-3

Certification #

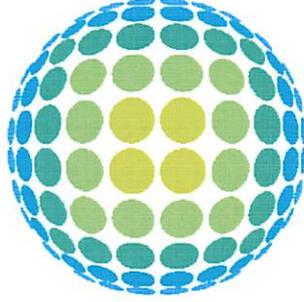
March 18, 2020

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

JASON W FENDER

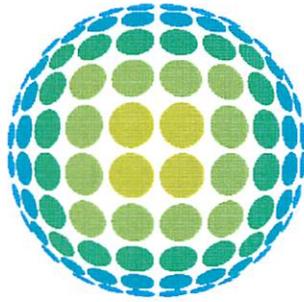
is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**APPLIED STRUCTURAL DRYING
CARPET CLEANING
UPHOLSTERY & FABRIC CLEANING
WATER DAMAGE RESTORATION
APPLIED MICROBIAL REMEDIATION**

This registrant has pledged to perform services in these areas with skill, honesty, and integrity to provide the consumer with the highest standard of care and expertise.

138228
REGISTER NUMBER

04/30/2023
EXPIRATION DATE



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

TOM SHARP

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**CARPET CLEANING
FIRE & SMOKE DAMAGE RESTORATION
APPLIED STRUCTURAL DRYING
WATER DAMAGE RESTORATION
UPHOLSTERY & FABRIC CLEANING**

This registrant has pledged to perform services in these areas with skill, honesty, and integrity to provide the consumer with the highest standard of care and expertise.

68058

REGISTER NUMBER

02/28/2023

EXPIRATION DATE



Certificate of Completion

Presented to

Ronnie Sowder

of

Evolved Safety

for successful completion of

OSHA 10: General Industry Outreach Training Course v4 (CEU=1.0)

Dated: **6/2/2016**

A handwritten signature in black ink, appearing to read 'Ronnie Sowder', written over a horizontal line. Below the line is another horizontal line.



36-003678905

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Charles Solomon

Andrea Foster-Mack

2/6/2012

(Trainer name – print or type)

40

(Course end date)

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to five years, or both.

For OSHA Outreach Training Program go to **41**training” at www.osha.gov

Rev. 9/2009

OSHA OUTREACH TRAINING
Completion Certificate

MARK QUINTION RAKES II

has successfully completed the following course:

OSHA 30-Hr Outreach Training for the Construction Industry

12/20/2021



David Couch

OSHA Authorized Trainer

Construction #: 20-0106090 General #: 20-0079854

*As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements.
I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation,
I will provide each student their completion card within 90 days of the end of the class.*

OSHA Authorized Provider:



Certificate #: 06727445

DESCRIPTIONS (Continued from Page 1)

Jason Fender, Vice President

RE: 872 Jerry West Hwy., Wilkinson, WV 25653

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

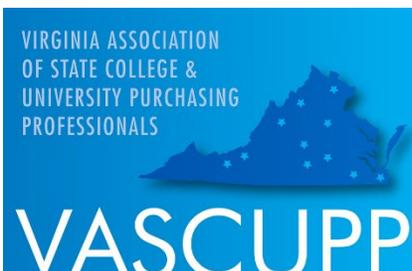


Request for Proposal

RFP# MPM-1159

Duct & Exhaust Cleaning

July 25, 2022



REQUEST FOR PROPOSAL
RFP# MPM-1159

Issue Date: July 25, 2022
Title: Duct & Exhaust Cleaning
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 August 24, 2022 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No preproposal meeting shall be held.

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; 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-1159

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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, duct and exhaust cleaning 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 cleaning 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 duct and exhaust cleaning services, to include but not be limited to the cleaning of heating, ventilation, and air conditioning duct work; bathroom and clothes dryer exhausts; and including fans, exhaust grilles, louvers, and ducts. 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 procure such services, 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. The Contractor shall perform a ventilation audit before and after the cleaning of all registers, grills, coils, and dampers.
- E. The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaning Association (NADCA).
 - a. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.
 - b. NADCA Standards must be followed with no modifications or deviations being allowed.
- F. Mechanical Drawings: James Madison University Facilities Management shall provide the HVAC system cleaning Contractor with one copy of the following documents:
 - a. Project drawings and specifications
 - b. Approved construction revisions pertaining to the HVAC system.
- G. The University's Facilities Management working hours are 7:30 AM – 4:00 PM. Contractor may perform work at any time agreed upon with Facilities Management, as long as it does not interfere with University activities.
- H. If a system is in need of repair, the Contractor shall notify the University's designated representative immediately. Contractor shall log the date, time, location of system, and person's name reporting the need for repair (Contractor's employee) and the name of the person they reported the repair to (University's designated representative).
- I. The University reserves the right to witness the Contractor's service and to inspect all work performed under this contract. If Contractor's work is not in full compliance with this contract, Contractor shall correct the work to the satisfaction of the University within 24 hours of notice. Payments will be withheld until corrections have been completed.
- J. Contractor shall comply with all applicable federal, state, local, and University regulations in the performance of these services.
- K. Contractor shall have sufficient resources to be able to work multiple jobs at the same time.
- L. 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. Describe your mechanical cleaning methodology including methods of cleaning fibrous glass insulated components, coils, etc.
- i. Describe your health and safety standards for your employees as well as the occupants of the building where you are performing services.
- j. Describe your debris disposal procedures.
- k. Describe your system inspection and site preparation procedures.
- l. Describe your system cleaning procedures, including containment, particulate collection, odor control, etc.
- m. Include a copy of your post-project report.
- n. 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** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
- c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

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

- 2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<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:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Abbestos 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> (https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/) §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) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the

resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

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

Name of Purchasing Officer:

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to 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. WORK SITE DAMAGES: Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- T. KEYS: If the Contractor is given keys for projects resulting from this contract, it is the Contractor's responsibility to return the keys when the work is completed as well as for the safe-keeping of the keys during the work period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- U. 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>.

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	<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>
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)									
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)									
HVAC Inspector/Ventilation Auditor									
Project Manager for Multiple Crews									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)									
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1									

wet/dry vacuum, and 1 air compressor)									
HVAC Inspector/Ventilation Auditor									
Project Manager for Multiple Crews									
Equipment and Materials									
<i>Price/Unit</i>									

Add additional rows – as needed – to list all rates and fees for labor and services. The categories listed on the chart above represent what the University considers a “typical” response crew for references purposes. Please note any differences to the typical crew based on your firm’s offering.

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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