



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7167

This contract entered into this 22nd day of April 2025, by ACM Services, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From May 11, 2025 through May 10, 2026 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-1223 dated February 13, 2025:
(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 March 17, 2025 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated April 18, 2025.

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

CONTRACTOR
By: [Signature]
(Justin Torgel)
(Printed Name)
Title: Environmental Division Manager

PURCHASING AGENCY:
By: [Signature]
(Michael Morrison)
(Printed Name)
Title: Lead Contract Officer and PM

**RFP# MPM-1223 HAZARDOUS MATERIALS ABATEMENT SERVICES**

4/18/2025

The Primary Point of Contact for this Contract is:

Justin Turgel – Environmental Division Manager  
240-721-0465  
justin@acmservices.com

**GENERAL:**

1. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
2. Parties agree that this Negotiation Summary modifies RFP# MPM-1223 and the Contractor's initial response to RFP# MPM-1223, and in the event of conflict this negotiation summary shall take precedence.
3. Contractor agrees that all exceptions taken within their initial response to RFP# MPM-1223 that are not specifically addressed within this negotiation summary are null and void.
4. ACM Services, Inc. agrees that the terms and conditions as stated in the RFP will govern and be abided by.
5. Contractor acknowledges and agrees to abide by all response times as outlined in RFP# MPM-1223.

**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. The following pages, taken from the RFP and edited where negotiated, represent the agreed-upon pricing for this contract.

The following labor rates are listed by discipline and classification and include base wages, benefits, taxes, insurance and payroll costs complete.

**NEGOTIATION SUMMARY**

**ACM SERVICES, INC.**

**Labor per Hour**

<b><u>Type</u></b>	<b><u>Regular</u></b>	<b><u>Overtime</u></b>
Asbestos Abatement Worker	\$69.00	\$103.50
Asbestos Abatement Supervisor	\$87.00	\$130.50
Lead Worker	\$69.00	\$103.50
Lead Supervisor	\$87.00	\$130.50
Mold Worker	\$69.00	\$103.50
Mold Supervisor	\$87.00	\$130.50
Equipment Operator (EO)/ Skilled Demo Technician	\$82.00	\$123.00
Superintendent	\$90.00	\$135.00
Health & Safety Manager (HS)	\$95.00	\$142.50
Assistant Project Manager (APM)	\$100.00	\$150.00
Multi-Trade Carpenter/Refinisher	\$117.00	\$175.50
Project Manager (PM)	\$135.00	\$202.50
Engineer/Consultant	\$225.00	\$337.50

**Vehicles**

<b><u>Type</u></b>	<b><u>Rate</u></b>	<b><u>Unit Type</u></b>
Box Truck	\$385.00	per day
Pickup Truck	\$304.50	per day
Stakebody Truck	\$341.23	per day
Trailer	\$204.05	per day

<b><u>Materials</u></b>	<b><u>Rate</u></b>	<b><u>Unit Type</u></b>
4 mil Cover Poly (2000 SF)	\$91.00	per roll
6 mil FR Poly (2000 SF)	\$180.00	per roll
6 mil Poly (2000 SF)	\$106.00	per roll
Adhesive Remover	\$12.06	per can
Antimicrobial	\$106.00	per gallon
Bags, 6 mil Black - Pre printed for Asbestos	\$87.19	per roll
Bags, 6 mil Clear	\$2.25	each
Bags, Trash 3.5 mil Black	\$77.91	per case
Box - Large (4.0 Cubic Feet)	\$6.50	each
Box - Medium (3.0 Cubic Feet)	\$5.50	each
Box - Small (1.5 Cubic Feet)	\$4.90	each
Box- Gaylord	\$162.16	each
Carpet Runner (20' Roll)	\$70.00	per roll
Charcoal Filter	\$85.00	each
Cleaner, General & All Purpose	\$55.65	per gallon
Clear Face Shields	\$4.50	each
Corner Guards	\$5.25	each

**NEGOTIATION SUMMARY****ACM SERVICES, INC.**

Correx Sheeting 4x8	\$24.10	per sheet
Cotton Cleaning Rag Boxes (white)	\$81.62	per bundle
Disinfectant Wipes (Minimum of 35 per Container)	\$18.55	per container
Duct Tape (2" x 60 Yards)	\$8.50	per roll
Dust Masks N95 (20 per box)	\$44.52	per box
Ear Plugs (50CT)	\$29.66	per box
Encapsulant - Asbestos	\$17.81	per gallon
Filter - Charcoal for Air Filtration Unit	\$33.39	each
Filter - HEPA for Air Filtration Unit	\$290.00	each
Filter - HEPA for Respirator	\$12.61	each
Filter - Primary	\$5.57	each
Filter - Secondary Pleated	\$9.50	each
Glove Bags- 44" x 60"	\$12.06	each
Glove Bags- 60" x 72"	\$17.62	each
Gloves - Cut Level 4	\$7.41	per pair
Gloves - Double Leather Palm	\$6.81	per pair
Gloves - Latex	\$20.92	per box
Gloves -Blue Dip	\$4.52	per pair
Kevlar Sleeves	\$21.57	per pair
Lay Flat (500 ft.)	\$300.00	per roll
Lead Barrier Coat - Encapsulant	\$81.62	per gallon
Ledizolv	\$185.50	per gallon
Lumber - 4x4x10	\$32.05	each
Lumber - 4x4x12	\$37.80	each
Lumber - 4x4x8	\$24.08	each
Lumber- 2x4x8	\$8.16	each
Lumber- 2x6x8	\$12.54	each
Lumber- 2x8x8	\$24.75	each
Masonite 1/8 in thick	\$26.34	per sheet
Mold Inhibitor Paint	\$120.20	per gallon
Mop Heads	\$9.25	each
Odor Blocks	\$9.09	each
Orange Snow Fence (100' Roll)	\$51.01	per roll
Painters Tape (2" x 60 Yards)	\$13.15	per roll
Peel Away / Strip It Chemical Paint Stripper)	\$103.88	per gallon
Plywood (8' x 4' x 1/2")	\$55.65	per sheet
Plywood (8'x4'x1/2")	\$54.72	per sheet
Plywood (8'x4'x3/4")	\$68.44	per sheet
Poly Sheeting (Reinforced)	\$204.05	per roll
Rags	\$89.04	per bundle
RAM board 100' by 38"	\$97.39	per roll
Safety Knife	\$13.35	each
Safety Knife Blades (100 Pack)	\$22.26	each
Shower Towels	\$44.15	per box
Silt Fence (100' Roll)	\$115.94	per roll
Spray Adhesive	\$7.61	per can
Spray-In Fire Proofing Foam per can	\$17.68	each
Suits - Poly Propolene	\$4.50	each

**NEGOTIATION SUMMARY****ACM SERVICES, INC.**

Sweeping Compound	\$25.04	per box
Three Stage popup decon with poles - fire rated	\$417.16	each
Tyvek® Suits	\$15.00	each
Walk Off Mats (per pad of 30 sheets)	\$105.74	each
Wire Brushes	\$2.80	each
Wood Screws (3") 1 lb or 200 screws	\$3.91	per box

**Equipment**

<b><u>Generators</u></b>	<b><u>Rate</u></b>	<b><u>Unit Type</u></b>
Generator 7KW And Under	\$274.54	per day
Generator Under 84KW	\$463.75	per day
Generator Over 84KW	\$1,409.80	per day
Fuel	\$8.00	per gallon

<b><u>Tools/Equipment</u></b>	<b><u>Rate</u></b>	<b><u>Unit Type</u></b>
4 Wheel Dolly	\$5.00	per day
Air scrubber/Air Filtration Device - HEPA Filtered (1,400 - 2,000 CFM)	\$80.00	per day
Air scrubber/Air Filtration Device - HEPA Filtered (500-600 CFM)	\$60.00	per day
Airless Sprayer	\$150.00	per day
Band Saw	\$45.00	per day
Buckets 5 Gal	\$5.00	per day
Bull Hose 2' X 50'	\$35.00	per day
Cable Ramp	\$20.00	per day
Cart / Tilt / Demo	\$30.00	per day
Chisel 1" by 18" Flat	\$24.12	each
Chisel 18" Pointed	\$24.12	each
Chisel 3" x 12" Flat	\$40.75	each
Chop Saw 14" Electric	\$96.99	per day
Chop Saw 16" Gas	\$127.20	per day
Chop Saw Blade	\$43.00	per day
Circular Saw	\$25.00	per day
Circular Saw Blade	\$16.87	each
Hammer Drill	\$68.00	per day
Concrete Drill Bit 3/16x 6"	\$6.75	each
Concrete Drill Bit 3/4 x 8"	\$30.61	each
Core Drill Machine	\$290.00	per day
Core Drill Bit 2"	\$194.78	each
Core Drill bit 3"	\$294.95	each
Core Drill bit 5"	\$499.00	each
Cutting Torch Set w/ Gas	\$165.00	per day

**NEGOTIATION SUMMARY****ACM SERVICES, INC.**

Dehu Unit Drieaz 1200 (64 pints/day)	\$55.00	per day
Dehu Unit Drieaz 2800 (200 pints/day)	\$75.00	per day
Duct Jack	\$296.80	per day
Electrostatic Sprayer	\$250.00	per day
Extension Cord	\$3.50	per day
Extraction Unit (Portable)	\$251.33	per day
Fans - Carpet "Whistle" Fan (2,300 - 4,500 CFM)	\$30.00	per day
Fans - Industrial (9,500 - 13,300 CFM)	\$85.00	per day
Fire Extinguisher	\$15.00	per day
Floor Kit (Bucket, Broom, etc, Not Including Mop Head)	\$20.00	per day
Grinder Cup Wheel Walk Behind Grinder	\$875.00	per day
Grinder Cup Wheel Surfacing (small grinder)	\$157.68	per day
Grinder Cut-Off Wheel Metal 5"	\$4.35	each
Concrete Saw Blades 4.5"	\$13.91	each
Hand Tools - Misc.	\$20.00	per day
Heater - Propane / Torpedo	\$106.00	per day
Ruwac Dual Head HEPA Vacuum	\$400.00	per day
HEPA Vacuum Filter	\$207.76	each
HEPA Vac	\$85.00	per day
Hydroxyl Generator	\$325.00	per day
Ladder - 24', 34' & Extension	\$39.22	per day
Ladder - Platform	\$31.80	per day
Ladder 6', 8', 10'	\$21.20	per day
Light Stand	\$20.00	per day
Light, String	\$15.00	per day
Lock & Hasp	\$30.00	each
Lock Box	\$45.00	each
Manometer	\$185.29	per day
Mini Grinder	\$32.00	per day
Moisture Reading Equipment	\$62.54	per day
Personal Fall Protection	\$65.00	per day
Pressure Washer	\$106.00	per day
Pump - Sump with Hose	\$75.00	per day
Pump Up Sprayer	\$15.00	per day
Respirator - Full Face (Includes Cartridges)	\$35.00	per day
Respirator - Half Face (Includes Cartridges)	\$35.00	per day
Sawzall	\$30.61	per day
Sawzall Blades	\$5.84	each
Scaffolding - Baker	\$95.40	per day
Shop Vac	\$20.00	per day
Spray Bottle	\$3.25	per day
Temporary Electric Panel	\$207.34	per day
Thermal Imaging Camera	\$150.00	per day
Trash Containers - 45 Gal	\$15.00	per day

**NEGOTIATION SUMMARY**

**ACM SERVICES, INC.**

<b><u>Operated Equipment/Attachments</u></b>	<b><u>Rate</u></b>	<b><u>Unit Type</u></b>
Brokk - 170	\$1,683.00	per day
Compressor 175-195 CFM	\$240.89	per day
Floor Buffer 17"	\$103.77	per day
Floor Grinder (electric)	\$1,046.22	per day
Grinder Cut-Off Wheel Concrete Diamond Cutting Blade 14"	\$83.48	each
Floor Scraper (electric)	\$472.84	per day
Floor Scraper (Ride On)	\$881.13	per day
Jack Hammer	\$144.53	per day
Rivet Buster Air Jumbo	\$125.27	per day
Concrete Saw Self Propelled	\$289.07	per day
Concrete Saw Blade 30"	\$1,474.73	each
Concrete Saw Blade 36"	\$1,715.88	each
Concrete Saw Blades 24"	\$1,289.23	each
Scissor Lift up to 26'	\$400.00	per day
Sherpa	\$823.62	per day
Skid Steer Breaker	\$341.09	per day
Skid Steer Fork Attachment	\$96.36	per day
Skid Steer Grapple Bucket	\$163.80	per day
Skid Steer Pickup Broom with Dump Bucket	\$229.32	per day
Skid Steer Track Loader up to 3,400 lb	\$664.84	per day
Skid Steer up to 3,000 lb	\$651.37	per day
Delivery	\$300.00	each
Pickup	\$300.00	each

**Wastes**

<b><u>Type:</u></b>	<b><u>Rate</u></b>	<b><u>Unit Type</u></b>
Asbestos Waste Trailer	\$6,772.00	per trailer
Asbestos Waste Bag	\$9.00	per bag
Dumpster Delivery Fee	\$418.25	per delivery
C&D Dumpster	\$1,428.00	per pull
Clean Rubble Dumpster	\$1,282.75	per pull
Metal Dumpster	\$705.25	per pull
Non-Friable Asbestos Dumpster	\$2,187.50	per pull
Live Load	\$435.00	per hour
Dump Truck (10 Wheeler)	\$682.50	per load

- Given multiple projects within on mobilization, AMC will offer a percentage discount based off project size/amount up to 10%.
- ACM has the right to charge for additional items/services not listed on this rate sheet such as subcontractors, remobilization fees, IH Services, etc. as required.

**REQUEST FOR PROPOSAL**  
**RFP# MPM-1223**

**Issue Date:** February 13, 2025  
**Title:** Hazardous Materials Abatement Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on March 18, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")**

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** None

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Lead Contract Officer & Project Manager, Procurement Services, [morrismp@jmu.edu](mailto:morrismp@jmu.edu); 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

ACM SERVICES, INC  
12022 PARKLAWN DR  
ROCKVILLE MD 20852

By:   
(Signature)

Name: Justin Torgel  
(Please Print)

Date: 3/17/2025

Title: Environmental Division Manager

Web Address: www.acmservices.com

Phone: 740-721-0465

Email: justn@acmservices.com

Fax #: 301-230-1377

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 N/A #2 N/A #3 N/A #4 N/A #5 N/A (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

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# Describe Statements

To ensure excellent customer service throughout the contract term, our approach focuses on responsiveness, efficiency, and clear communication. Below are the key elements of our service strategy, including mobilization for fast turnaround projects:

## **1. Dedicated Project Management & Communication**

- Assign a dedicated estimator/project manager as the primary point of contact for the University, ensuring clear and consistent communication.
- Hold regular progress meetings and provide timely updates to University representatives.
- Implement a streamlined reporting system for work status, compliance, and any potential issues.

## **2. Mobilization & Staffing Plan**

- Maintain a highly trained team of asbestos abatement professionals ready for rapid deployment.
- Ensure all necessary equipment, materials, and protective gear are readily available for quick mobilization.
- Utilize a structured workflow to efficiently assess project scope, secure permits (if required), and mobilize crews accordingly.

## **3. Fast Turnaround Response & Emergency Services**

- Offer 24/7 availability for urgent or fast-track projects, ensuring minimal disruption to University operations.
- Leverage regional partnerships and subcontractors for immediate support if needed.
- Maintain a pre-approved roster of certified asbestos workers and supervisors who can be dispatched within hours.

## **4. Remote Project Mobilization**

- Utilize a network of local and regional suppliers to expedite material and equipment procurement.
- Deploy an advanced team to coordinate logistics while mobilizing the full crew.

## 5. Compliance & Quality Assurance

- Strictly adhere to OSHA, EPA, and state regulations for asbestos abatement and disposal.
- Conduct thorough pre- and post-abatement inspections to ensure work is completed safely and effectively.

By implementing these measures, we ensure that the University's asbestos abatement needs are met efficiently, safely, and with minimal disruption to its operations.

## Qualifications

Our firm is a certified leader in asbestos, lead, and hazardous material abatement services, bringing extensive experience and industry expertise to every project. We are fully licensed and accredited, adhering to all federal, state, and local regulations to ensure the safe removal, encapsulation, and disposal of hazardous materials. Our team consists of highly trained professionals with certifications in asbestos and lead abatement, hazardous waste operations, and OSHA safety standards. We prioritize the health and safety of building occupants, workers, and the environment by implementing rigorous containment procedures, air monitoring, and decontamination protocols throughout each project.

With 35 years of experience in industry, we have completed a wide range of abatement projects, including residential, commercial, industrial, and institutional properties. Our capabilities extend beyond asbestos and lead to removal including mold remediation, PCB disposal, mercury cleanup, and other environmental hazard mitigation services. We utilize state-of-the-art equipment and the latest abatement techniques to efficiently manage projects of all sizes, from small-scale residential removals to large-scale industrial decontaminations. Our team is adept at working in occupied buildings, ensuring minimal disruption to daily operations while maintaining strict compliance with all safety and environmental regulations.

Our firm is committed to delivering high-quality abatement services with an emphasis on regulatory compliance, environmental responsibility, and client satisfaction. We provide comprehensive assessments, detailed project planning, and clear communication throughout the abatement process. By staying up to date with industry advancements and continuously improving our methodologies, we ensure that our clients receive the most effective and safe solutions for hazardous material management. Our proven track record, combined with our dedication to safety and efficiency, makes us a trusted partner for asbestos, lead, and hazardous material abatement projects.

## Responsible Parties

Kyle Neubauer – Chief Operations Manager

[Kyle@acmservices.com](mailto:Kyle@acmservices.com); (M): (301)-674-6317

Justin Turgel – Environmental Division Manager

[Justin@acmservices.com](mailto:Justin@acmservices.com); (M): (240)-721-0465

Sean Ghafoor – Project Manager

[Sean@acmservices.com](mailto:Sean@acmservices.com); (M): (240)-278-6482

Main Office Phone Number: (301)-230-2822

## Similar Services:

ACM Services has provided abatement and remediation for the University of Maryland, Georgetown University, American University, and Prince William County Public Schools for over twenty years. ACM Services has extensive experience providing asbestos abatement, lead abatement, and mold remediation services to universities, colleges, and other institutional facilities. Our team has successfully executed both large-scale contracts and spot services for institutions requiring compliance with strict environmental and safety regulations.

## Notable Projects:

### 1. University of Maryland – Cumberland Hall Summer Refresh.

- Contract Value: \$450,000.00
- Scope: Comprehensive asbestos abatement of over 80,000 square feet of floor tile and mastic in a dormitory, including containment, removal, and disposal in compliance with EPA, OSHA, and state regulations. The scope of work had a tight timeline of 12 weeks.
- Outcome: Completed on time and within budget, ensuring a safe environment for students and faculty.

### 2. American University Mary Graydon Center– Emergency Mold Remediation Services

- Scope: Rapid response to mold remediation which was caused by a flood over winter break.

- Outcome: Swift remediation minimizing disruption, followed by preventive measures to reduce recurrence.

### 3. Georgetown University – On-Call Environmental Services

- Contract Type: Spot services agreement for lead paint removal, mold remediation, and asbestos abatement as needed.
- Outcome: Ongoing successful partnership, ensuring compliance and safety on an as-needed basis.

#### Why ACM Services, Inc?

- **Certified Expertise:** Licensed professionals with extensive experience in institutional projects.
- **Compliance & Safety:** Strict adherence to all federal, state, and local regulations.
- **Proven Track Record:** Successfully completed projects for comparable institutions with excellent client feedback.

We are confident in our ability to deliver high-quality, compliant, and efficient abatement and remediation services tailored to the needs of James Madison University

#### OSHA Statement:

As a large Environmental & Demolition company - OSHA has made inspections on our job site. Here is the breakdown -

6/24/24 - 1757194.015 - inspection - no wrong-doing, penalty, or fees

5/22/24 - 1749760.015 - inspection - \$1,135.00 penalty due to improper harnesses (subcontractor, not ACM personnel)

4/24/24 - 1744129.015 - inspection - no wrong-doing, penalty, or fees

7/11/23 - 1682094.015 - inspection - no wrong-doing, penalty, or fees

7/7/22 - 1606563.015 - inspection - no wrong-doing, penalty, or fees

3/31/22 - 1586921.015 - inspection - no wrong-doing, penalty, or fees

9/28/21 - 1555195.015 - inspection - no wrong-doing, penalty, or fees

9/15/21 - 1553198.015- inspection - no wrong-doing, penalty, or fees

1/11/21 - 1509726.015- inspection - no wrong-doing, penalty, or fees

11/18/20 - 1508209.015- inspection - no wrong-doing, penalty, or fees

08/18/20 - 1488665.015- inspection - no wrong-doing, penalty, or fees

## Contract Renewals:

Over the last five years, all contracts with our company have either been completed or renewed based on the client's needs and project scope. Our firm maintains strong relationships with our clients by consistently delivering high-quality abatement services, adhering to all regulatory requirements, and ensuring safety and efficiency in every project we undertake.

## Agreement to response times in section IV.B.1-3:

ACM Services acknowledges and agrees to comply with the procedures outlined in Section B 1-3 of the agreement. Our company is committed to providing timely and efficient responses to both scheduled and emergency work requests, ensuring compliance with the University's project requirements.

### 1. **Non-Emergency/Scheduled Work:**

- We will arrange a site visit within two (2) calendar days of receiving a request, collaborating with the University project manager to fully assess the project scope.
- Our team will carefully review all provided studies, drawings/sketches, and specifications to ensure a complete understanding of the work required.

### 2. **Quotation and Scheduling:**

- A written quotation detailing the total project cost will be submitted within three (3) business days following the site visit.
- The quotation will include proposed start and completion dates, which will be coordinated and agreed upon with the University project manager.
- All necessary supporting documentation, including subcontractor details, will be included as required.

### 3. **Emergency Work Response:**

- Our company will have qualified personnel on-site within eight (8) hours of an emergency request to promptly assess and address the situation.

- We will work collaboratively with the University project manager to establish and adhere to an agreed-upon work schedule.

We are fully committed to meeting the outlined procedures and ensuring a seamless workflow that aligns with the University's operational needs. Please let us know if any modifications or clarifications are required.

## Narrative Statement: Expertise, Qualifications, and Experience

### Company Overview

ACM Services is a certified and licensed environmental remediation firm specializing in asbestos, lead, and mold abatement. With 35 years of experience, we have successfully completed projects across various sectors, including universities, government institutions, healthcare facilities, and commercial properties. Our commitment to regulatory compliance, safety, and efficiency ensures that each project is completed with the highest standards of professionalism and quality.

### Expertise & Core Competencies

Our firm is fully equipped to handle all aspects of hazardous material abatement, including:

- Asbestos Abatement & Encapsulation – Compliance with AHERA, NESHAP, and OSHA regulations.
- Lead-Based Paint Abatement – Safe removal and disposal per EPA, OSHA, and state guidelines.
- Mold Remediation – Containment and removal using industry best practices.
- Emergency Response Services – 24/7 availability for urgent remediation needs.
- Hazardous Waste Handling & Disposal – Compliance with EPA, DOT, and OSHA standards.

### Certifications & Licensing

Our firm holds the following certifications and licenses:

- Asbestos Abatement License – VA #3306000348
- Lead Abatement Certification – VA #3358000022

- Mold Remediation Certification – IICRC Certified Firm 2025
- OSHA 40-Hour HAZWOPER Certification – Ensuring safe hazardous material handling.
- EPA and State Environmental Compliance Approvals – Maintaining strict adherence to regulatory standards.

## Project Experience

- We have completed hazardous material abatement projects for universities and other institutions, including:
- University of Maryland – Term Contract (Since 2005) – Asbestos removal, lead abatement, and mold remediation across multiple buildings, coordinated within an active academic environment. Projects range from \$2,000 to \$500,000.
- Prince William County Public Schools – Term Contract (Since 2015) – Asbestos abatement, selective demolition, and mold remediation at several schools throughout Prince William County. Projects range from \$2,000 to \$650,000.
- MedStar Health – On-Call – Mold remediation and asbestos abatement in sensitive hospital environments. All work is completed on a time and materials basis and is performed on an on-call basis.

## Key Personnel Assigned to the Project

Our team consists of experienced and certified professionals with extensive backgrounds in hazardous material abatement. Below are key personnel assigned to this project:

Sean Ghafoor – Project Manager

- 10 years of experience in asbestos, lead, and mold abatement.
- Certified Asbestos Supervisor, Lead Abatement Specialist, and Mold Remediation Expert.
- Extensive experience managing large-scale university and institutional abatement projects.

David Wells – Abatement Supervisor

- 20 years of field experience in hazardous material removal.
- Certified in asbestos, lead abatement, and Mold Remediation with OSHA HAZWOPER training.

- Expertise in regulatory compliance and site safety protocols.

Wilson Campos – Field Superintendent

- 25 years of hands-on abatement experience.
- Proficient in regulations, compliance management, and best work practices.

Gary Scholze – Health & Safety Manager

- Oversees compliance with OSHA, EPA, and state regulations.
- Conducts job safety inspections and ensures proper PPE and decontamination protocols are followed.

## VASCUPP

ACM Services has not completed any work for VASCUPP members within the last 12 months. However, we have a history of completing work at George Mason University, and James Madison University.

## Conclusion

With our industry expertise, highly qualified personnel, and extensive experience in asbestos, lead, and mold abatement, ACM Services is fully equipped to deliver safe, compliant, and efficient abatement services for the University. We are committed to providing exceptional service while ensuring minimal disruption to campus operations.



# Rate Sheet

## Vehicles

<u>Type</u>	<u>Rate</u>	<u>Unit Type</u>
Box Truck	\$385.00	per day
Pickup Truck	\$304.50	per day
Stakebody Truck	\$341.23	per day
Trailer	\$204.05	per day

## Labor per Hour\*

<u>Type</u>	<u>Regular</u>	<u>Overtime</u>
Asbestos Abatement Worker	\$69.00	\$103.50
Asbestos Abatement Supervisor	\$87.00	\$130.50
Lead Worker	\$69.00	\$103.50
Lead Supervisor	\$87.00	\$130.50
Mold Worker	\$69.00	\$103.50
Mold Supervisor	\$87.00	\$130.50
Equipment Operator (EO)/Skilled Demo Technician	\$82.00	\$123.00
Superintendent	\$90.00	\$135.00
Health & Safety Manager (HS)	\$95.00	\$142.50
Assistant Project Manager (APM)	\$100.00	\$150.00
Multi-Trade Carpenter/Refinisher	\$117.00	\$175.50
Project Manager (PM)	\$135.00	\$202.50
Engineer/Consultant	\$225.00	\$337.50

## Materials

<u>Materials</u>	<u>Rate</u>	<u>Unit Type</u>
4 mil Cover Poly (2000 SF)	\$91.00	per roll
6 mil FR Poly (2000 SF)	\$180.00	per roll
6 mil Poly (2000 SF)	\$106.00	per roll
Adhesive Remover	\$12.06	per can
Antimicrobial	\$106.00	per gallon
Bags, 6 mil Black - Pre printed for Asbestos	\$87.19	per roll
Bags, 6 mil Clear	\$2.25	each
Bags, Trash 3.5 mil Black	\$77.91	per case
Box - Large (4.0 Cubic Feet)	\$6.50	each
Box - Medium (3.0 Cubic Feet)	\$5.50	each
Box - Small (1.5 Cubic Feet)	\$4.90	each
Box- Gaylord	\$162.16	each
Carpet Runner (20' Roll)	\$70.00	per roll
Charcoal Filter	\$85.00	each
Cleaner, General & All Purpose	\$55.65	per gallon
Clear Face Shields	\$4.50	each
Corner Guards	\$5.25	each
Correx Sheeting 4x8	\$24.10	per sheet

Cotton Cleaning Rag Boxes (white)	\$81.62	per bundle
Disinfectant Wipes (Minimum of 35 per Container)	\$18.55	per container
Duct Tape (2" x 60 Yards)	\$8.50	per roll
Dust Masks N95 (20 per box)	\$44.52	per box
Ear Plugs (50CT)	\$29.66	per box
Encapsulant - Asbestos	\$17.81	per gallon
Filter - Charcoal for Air Filtration Unit	\$33.39	each
Filter - HEPA for Air Filtration Unit	\$290.00	each
Filter - HEPA for Respirator	\$12.61	each
Filter - Primary	\$5.57	each
Filter - Secondary Pleated	\$9.50	each
Glove Bags- 44" x 60"	\$12.06	each
Glove Bags- 60" x 72"	\$17.62	each
Gloves - Cut Level 4	\$7.41	per pair
Gloves - Double Leather Palm	\$6.81	per pair
Gloves - Latex	\$20.92	per box
Gloves -Blue Dip	\$4.52	per pair
Kevlar Sleeves	\$21.57	per pair
Lay Flat (500 ft.)	\$300.00	per roll
Lead Barrier Coat - Encapsulant	\$81.62	per gallon
Ledizolv	\$185.50	per gallon
Lumber - 4x4x10	\$32.05	each
Lumber - 4x4x12	\$37.80	each
Lumber - 4x4x8	\$24.08	each
Lumber- 2x4x8	\$8.16	each
Lumber- 2x6x8	\$12.54	each
Lumber- 2x8x8	\$24.75	each
Masonite 1/8 in thick	\$26.34	per sheet
Mold Inhibitor Paint	\$120.20	per gallon
Mop Heads	\$9.25	each
Odor Blocks	\$9.09	each
Orange Snow Fence (100' Roll)	\$51.01	per roll
Painters Tape (2" x 60 Yards)	\$13.15	per roll
Peel Away / Strip It Chemical Paint Stripper)	\$103.88	per gallon
Plywood (8' x 4' x 1/2")	\$55.65	per sheet
Plywood (8'x4'x1/2")	\$54.72	per sheet
Plywood (8'x4'x3/4")	\$68.44	per sheet
Poly Sheeting (Reinforced)	\$204.05	per roll
Rags	\$89.04	per bundle
RAM board 100' by 38"	\$97.39	per roll
Safety Knife	\$13.35	each
Safety Knife Blades (100 Pack)	\$22.26	each
Shower Towels	\$44.15	per box
Silt Fence (100' Roll)	\$115.94	per roll
Spray Adhesive	\$7.61	per can
Spray-In Fire Proofing Foam per can	\$17.68	each
Suits - Poly Propolene	\$4.50	each

Sweeping Compound	\$25.04	per box
Three Stage popup decon with poles - fire rated	\$417.16	each
Tyvek® Suits	\$15.00	each
Walk Off Mats (per pad of 30 sheets)	\$105.74	each
Wire Brushes	\$2.80	each
Wood Screws (3") 1 lb or 200 screws	\$3.91	per box

## Equipment

<u>Generators</u>	<u>Rate</u>	<u>Unit Type</u>
Generator 7KW And Under	\$274.54	per day
Generator Under 84KW	\$463.75	per day
Generator Over 84KW	\$1,409.80	per day
Fuel	\$8.00	per gallon
<u>Tools/Equipment</u>	<u>Rate</u>	<u>Unit Type</u>
4 Wheel Dolly	\$5.00	per day
Air scrubber/Air Filtration Device - HEPA Filtered (1,400 - 2,000 CFM)	\$80.00	per day
Air scrubber/Air Filtration Device - HEPA Filtered (500-600 CFM)	\$60.00	per day
Airless Sprayer	\$150.00	per day
Band Saw	\$45.00	per day
Buckets 5 Gal	\$5.00	per day
Bull Hose 2' X 50'	\$35.00	per day
Cable Ramp	\$20.00	per day
Cart / Tilt / Demo	\$30.00	per day
Chisel 1" by 18" Flat	\$24.12	each
Chisel 18" Pointed	\$24.12	each
Chisel 3" x 12" Flat	\$40.75	each
Chop Saw 14" Electric	\$96.99	per day
Chop Saw 16" Gas	\$127.20	per day
Chop Saw Blade	\$43.00	per day
Circular Saw	\$25.00	per day
Circular Saw Blade	\$16.87	each
Hammer Drill	\$68.00	per day
Concrete Drill Bit 3/16x 6"	\$6.75	each
Concrete Drill Bit 3/4 x 8"	\$30.61	each
Core Drill Machine	\$290.00	per day
Core Drill Bit 2"	\$194.78	each
Core Drill bit 3"	\$294.95	each
Core Drill bit 5"	\$499.00	each
Cutting Torch Set w/ Gas	\$165.00	per day
Dehu Unit Drieaz 1200 (64 pints/day)	\$55.00	per day
Dehu Unit Drieaz 2800 (200 pints/day)	\$75.00	per day
Duct Jack	\$296.80	per day
Electrostatic Sprayer	\$250.00	per day
Extension Cord	\$3.50	per day
Extraction Unit (Portable)	\$251.33	per day
Fans - Carpet "Whistle" Fan (2,300 - 4,500 CFM)	\$30.00	per day
Fans - Industrial (9,500 - 13,300 CFM)	\$85.00	per day
Fire Extinguisher	\$15.00	per day

Floor Kit (Bucket, Broom, etc, Not Including Mop Head)	\$20.00	per day
Grinder Cup Wheel Walk Behind Grinder	\$875.00	per day
Grinder Cup Wheel Surfacing (small grinder)	\$157.68	per day
Grinder Cut-Off Wheel Metal 5"	\$4.35	each
Concrete Saw Blades 4.5"	\$13.91	each
Hand Tools - Misc.	\$20.00	per day
Heater - Propane / Torpedo	\$106.00	per day
Ruwac Dual Head HEPA Vacuum	\$400.00	per day
HEPA Vacuum Filter	\$207.76	each
HEPA Vac	\$85.00	per day
Hydroxyl Generator	\$325.00	per day
Ladder - 24', 34' & Extension	\$39.22	per day
Ladder - Platform	\$31.80	per day
Ladder 6', 8', 10'	\$21.20	per day
Light Stand	\$20.00	per day
Light, String	\$15.00	per day
Lock & Hasp	\$30.00	each
Lock Box	\$45.00	each
Manometer	\$185.29	per day
Mini Grinder	\$32.00	per day
Moisture Reading Equipment	\$62.54	per day
Personal Fall Protection	\$65.00	per day
Pressure Washer	\$106.00	per day
Pump - Sump with Hose	\$75.00	per day
Pump Up Sprayer	\$15.00	per day
Respirator - Full Face (Includes Cartridges)	\$35.00	per day
Respirator - Half Face (Includes Cartridges)	\$35.00	per day
Sawzall	\$30.61	per day
Sawzall Blades	\$5.84	each
Scaffolding - Baker	\$95.40	per day
Shop Vac	\$20.00	per day
Spray Bottle	\$3.25	per day
Temporary Electric Panel	\$207.34	per day
Thermal Imaging Camera	\$150.00	per day
Trash Containers - 45 Gal	\$15.00	per day
<b><u>Operated Equipment/Attachments</u></b>	<b><u>Rate</u></b>	<b><u>Unit Type</u></b>
Brokk - 170	\$1,683.00	per day
Compressor 175-195 CFM	\$240.89	per day
Floor Buffer 17"	\$103.77	per day
Floor Grinder (electric)	\$1,046.22	per day
Grinder Cut-Off Wheel Concrete Diamond Cutting Blade 14"	\$83.48	each
Floor Scraper (electric)	\$472.84	per day
Floor Scraper (Ride On)	\$881.13	per day
Jack Hammer	\$144.53	per day
Rivet Buster Air Jumbo	\$125.27	per day
Concrete Saw Self Propelled	\$289.07	per day
Concrete Saw Blade 30"	\$1,474.73	each

Concrete Saw Blade 36"	\$1,715.88	each
Concrete Saw Blades 24"	\$1,289.23	each
Scissor Lift up to 26'	\$400.00	per day
Sherpa	\$823.62	per day
Skid Steer Breaker	\$341.09	per day
Skid Steer Fork Attachment	\$96.36	per day
Skid Steer Grapple Bucket	\$163.80	per day
Skid Steer Pickup Broom with Dump Bucket	\$229.32	per day
Skid Steer Track Loader up to 3,400 lb	\$664.84	per day
Skid Steer up to 3,000 lb	\$651.37	per day
Delivery	\$300.00	each
Pickup	\$300.00	each

**Wastes**

<b><u>Type:</u></b>	<b><u>Rate</u></b>	<b><u>Unit Type</u></b>
Asbestos Waste Trailer	\$6,772.00	per trailer
Asbestos Waste Bag	\$9.00	per bag
Dumpster Delivery Fee	\$418.25	per delivery
C&D Dumpster	\$1,428.00	per pull
Clean Rubble Dumpster	\$1,282.75	per pull
Metal Dumpster	\$705.25	per pull
Non-Friable Asbestos Dumpster	\$2,187.50	per pull
Live Load	\$435.00	per hour
Dump Truck (10 Wheeler)	\$682.50	per load

**Qualifications:**

*\*The guideline for labor rate calculations is as follows: All hours worked between 8:00 a.m. and 4:00 p.m. Monday through Friday will be calculated at straight-time rates. All hours worked between 4:00 p.m. and 8 a.m. Monday through Friday and all hours worked between 4:00 p.m. Friday through midnight Saturday will be calculated at time and a half. All hours worked on Sunday 12:00 a.m. through Monday at 8:00 a.m. and all U.S. Federal Holidays will be calculated at double time. The above rates apply to any and all labor provided. ACM has the right to change the labor rates if the project is wage scale or government access or if the contract specifies an increased rate.*

*\*Please note that these rates are based on the current pricing to ACM Services of material and equipment. Where the price of material increases significantly during the term of the work, these rates shall be equitably increased. A significant price increase means an increase in price from the date ACM Services first quotes any pricing for the work to the date of performance, by an amount exceeding 10 percent.*

*\*ACM has the right to charge for additional items/services not listed on this rate sheet such as subcontractors, remobilization fees, IH services, etc.*

***\*These rates will be marked up an additional 10% for overhead and 5% for profit and are to be used on all ticket work.***

ATTACHMENT A  
OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 35 Months 1

- 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 #
University of Maryland	10+ years	7901 Reynolds Dr College Park MD 20742	Denise Elliott - 301-405-3371
Prince William Co. Public Schools	10+ years	Prince William Co. Virginia	Julius Williams - 703-434-0004
MedStar Health	3 years & currently	10980 Grantchester Way suite 500 Columbia MD	Janice Snee - 202-819-2734
Keller Brothers	10+ years	1012 Rising Ridge Rd Mt. Airy MD	Den Lapp - 301-703-4108
Hensel Phelps/NIST	10+ years	1600 Tyson Blvd Suite 800 Tysons VA 22102	Justin Morarty - 816-914-5006

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

ACM Services, Inc - Justin Aaron Turgel - 12022 Parklawn Dr Rockville MD 20852  
 ACM Services, Inc - Kyle Christopher Neuberger - 12022 Parklawn Dr Rockville MD 20852

- 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: ACM Services, Inc Preparer Name: Justin Torgel

Date: 3/17/25

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:

ACM Services, Inc

17072 Parklawn Dr Rockville MD 20852

Justin Turge/ - 240-721-0465

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)
Above All Staffing, LLC	Hector Ortiz 301-377-8551	830366	Staffing	TBD	TBD

*(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) )*

**RETURN OF THIS PAGE IS REQUIRED**

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### ABOVE ALL STAFFING LLC

is a certified Small, Minority Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 830366

Valid Through: Jun 11, 2029

Accordingly Certified

*Willis A. Morris*

Willis A. Morris, Director



# JUSTIN TURGEL

## Environmental Division Manager



### SUMMARY

Mr. Turgel has in depth knowledge of NESHAPs, OSHA, AHERA, RCRA and CRCLA regulations. Development of project specific safety, material handling plans (polychlorinated biphenyls, mercury, lead, avian excreta, perchloric acid, and asbestos containing materials).

### LICENSING/CERTIFICATIONS

- Renovation, Repair, and Paint (RRP) EPA Certification
- Water Restoration Technician (WRT)
- Fire and Smoke Restoration Technician (FSRT)
- Applied Structural Drying (ASD)
- Commercial Drying Specialist (CDS)
- Odor Control Technician (OCT)
- CPR Certified
- ASD Certified
- Trauma and Crime Scene technician (TCST)

### EDUCATION

Frostburg State University  
Business and Marketing Major

### CONTACT

Justin@acmservices.com  
Cell – (240) 721-0465  
Office – (301) 230-2822 E. 118

### EXPERIENCE

**Environmental Division Manager | ACM Services, Inc.**  
2022 - Present

Responsible for direct control of the Environmental Division at ACM Services. Manages all environmental services projects including but not limited to asbestos abatement, lead abatement, mold remediation, biohazard clean up, mercury clean up, perchloric acid cleaning, methamphetamine clean up, water mitigation, and polychlorinated biphenyls clean up. The management of these services are in the following market sectors – Education, Multi-Family, Hospitality, Healthcare, Faith, Transportation, Retail, Office, Industrial / Manufacturing, Utilities, Government (Federal, State, and Local), Dealerships, and Residential.

**Residential Division Manager | ACM Services, Inc.**  
2021 - 2023

Responsible for direct control of the Residential Division at ACM Services. Managed all environmental and demolition services including but not limited to asbestos abatement, lead abatement, mold remediation, biohazard clean up, methamphetamine clean up, water mitigation, and general demolition. The management of these services was in the multi-family and residential markets.

**Operations Manager | Central Oregon Disaster Restoration**  
2016-2021

Responsible for direct control of all services provided at Central Oregon Disaster Restoration. Managed all restoration services including emergency water mitigation, fire and smoke damage clean up, odor control services, asbestos abatement, lead abatement, mold remediation, biohazard clean up, emergency board up / tarping services, content pack outs, content restoration, content pack backs, and all reconstruction services.

**General Manager | Flood Department, LLC**  
2009-2016

Responsible for direct control of all services provided at Flood Department, LLC. Managed all restoration services including emergency water mitigation, fire and smoke damage clean up, odor control services, asbestos abatement, lead abatement, mold remediation, biohazard clean up, emergency board up / tarping services, content pack outs, content restoration, content pack backs, and all reconstruction services.

Mr. Turgel is the Environmental Division Manager for ACM Services, Inc and began his environmental career in 2009. Mr. Turgel is involved in the oversight of all projects and field operations. Responsibilities include: conducting superintendent meetings, weekly safety meetings, logistical support and scheduling, production analysis and client relations. Mr. Turgel's project experience is within lead-paint removal, asbestos abatement, mold remediation, demolition, turnkey renovations, restoration / reconstruction, and hazardous waste reclamation projects. Mr. Turgel is responsible for regulatory compliance, in depth knowledge of NESHAPs, OSHA, AHERA, RCRA, and CRCLA regulations. Development of project specific safety, material handling plans (polychlorinated biphenyls, mercury, lead, avian excreta, perchloric acid, methamphetamine, and asbestos containing materials).

# SEAN GHAFOOR

## PROJECT MANAGER



### SUMMARY

Highly skilled professional with seven years of experience handling customer service and working in a fast-paced restoration/office environment. Wellversed in building relationships with customers, and team member. Committed to providing excellent service no matter the circumstance. Sean excels in being a detail-oriented, skilled customer service representative, whose goal is to be motivated to conquer any task.

### LICENSING/CERTIFICATIONS

AHERA Asbestos Supervisor Training  
Mold Remediation Training  
State of Maryland Asbestos Supervisor  
Commonwealth of Virginia Asbestos Supervisor  
CPR Certified

### EDUCATION

**University of Maryland University College**  
Bachelor: Business Administration  
Minor: Emergency Management

### EXPERIENCE

#### **Project Manager Environmental Division**

ACM Services Inc.  
2023 — Present

Manages with day-to-day operations such as budgeting, scheduling, site visits, and quantifying takeoffs. Communicate effectively with commercial and residential clients regarding the scope of work for their abatement projects. Engage in emergency mitigation and reconstruction service within healthcare settings and follow all ICRA protocols presented.

#### **Assistant Project Manager**

ACM Services, Inc.  
2021— 2023

#### **Project Manager/Mitigation Manager**

Venturi Restoration  
2019 — 2021

#### **Project Coordinator**

2016 — 2019

### CONTACT

Sean@acmservices.com  
Cell - (240) 278-6482  
Office - (301) 230-2822 E. 329

Mr. Ghafoor graduated with a Bachelor of Science degree in Business Administration and a minor in Emergency Management from University of Maryland Global Campus. He has five years of estimating and project management experience in the disaster restoration industry and extensive experience and training in water mitigation, mold remediation, crime scene cleanup, biohazard cleaning, fire restoration, repairs & renovations.

# David Wells

## Project Supervisor



### SUMMARY

David Wells is a Project Supervisor with over 15 years of experience in asbestos, lead, and mold abatement. Proven expertise in managing crews, ensuring regulatory compliance, and overseeing complex projects in both commercial and governmental settings. Certified in multiple states, with a strong track record of delivering safe and effective abatement services. Committed to maintaining high standards of safety and quality on every project.

### LICENSING/CERTIFICATIONS

#### **AHERA Asbestos Supervisor**

- Maryland
- District of Columbia
- Virginia
- West Virginia
- Pennsylvania

#### **EPA Renovation Repair Painting Certification Lead Abatement Supervisor**

- Maryland | HUD

#### **Mold Remediation Supervisor**

- Universal

#### **Construction in Health Care**

- Universal

#### **PCBs and Light Tube Handler**

- Universal

#### **Confined Space**

- Universal

#### **CPR and First Aid**

- Universal

#### **Bloodborne Pathogens Clean-up**

- Universal

#### **PCB Removal Training**

- Universal

### EXPERIENCE

#### **ACM Services Inc.**

Asbestos, Lead, Mold Abatement Project Supervisor  
*2005 – Present*

- Maintains a safe, positive, and professional work environment on all abatement projects.
- Ensures compliance with laws and regulations governing abatement work.
- Oversees daily tasks for work crews, including assigning removal duties, completing daily logs, and maintaining equipment.

#### **Sterling Construction**

Warehouse Manager and Abatement Supervisor  
*2005 – 2011*

- Managed warehouse operations while supervising asbestos abatement activities

### REPRESENTATIVE PROJECTS

#### **Mendota Apartments**

Contracting Company: WNUK SPURLOCK Architecture  
Project Manager: Marcy Glannunzio

- Removed lead-based paint from exterior window components and balcony railings.

#### **Cannon Office Building (Architect of the Capitol)**

Contracting Company: Forrester Construction  
Project Manager: Jeff Dong

- Lead paint removal from ceilings and walls to access duct systems; selective asbestos removal.

### CONTACT

davidw.acmservices@gmail.com

Cell - (240) 563-2891

Office - (301) 230-2822

# GARY SCHOLZE

## SAFETY MANAGER



### SUMMARY

Mr. Scholze held the Construction and Operations Manager position for approximately 10 years and then working as General Superintendent for another 10 years.

### LICENSING/CERTIFICATIONS

EPA Asbestos Abatement Supervisor  
Asbestos Project Designer  
HAZWOPER 40 Hour  
OSHA 30 Hour  
OSHA Competent Person & Trained numerous Awareness classes  
NIOSH 582 Certification

### CONTACT

garys@acmservices.com  
Cell - (202) 430-9606  
Office - (301) 230-2822 E. 117

### EXPERIENCE

#### **Safety Manager** | ACM Services, Inc. *2013 - Present*

Reports directly to the President, Vice President, and Operations manager. Duties include enforcement of Company's Safety Program, OSHA Compliance, safety inspections involving job site visits, training, AHA preparation, development of Health and Safety Plan "HASP" for projects, and other duties that would help enhance ACM's effort to provide a safe working environment for employees.

#### **Construction Mgr. Operations Mgr.** LVI Services, Inc. *1989 - 2013*

Through the 24 years with LVI Gary held numerous job titles and was responsible for Hiring personnel, Evaluating field personnel including supervisors, Interfacing with clients, Interfacing with Regulatory Agencies, Running projects as General Superintendent, and Branch Health and Safety.

Mr. Scholze is the Safety Manager of ACM Services, Inc. During his time in college Gary was a student athlete (football) for 4 years and was also was invited to function as an Assistant Defensive Line Coach for a semester. After graduation with a B.S. Degree in Environmental Studies from Slippery Rock University of Pennsylvania, Gary took to the metro Washington, DC area to look for work. Mr. Scholze's experience covers many avenues of demolition/abatement experience for the last 27 years. Gary began related work in this field back in 1987 when he worked as an Industrial Hygienist for Occupational Medical Center in the metro DC/MD/VA region.

He worked in the industrial hygiene field for two years at which point took on a position as Construction Manager/Operations Manager with LVI Environmental Services Inc in 1989. Mr. Scholze held the Construction and Operations Manager position for approximately 10 years and then working as General Superintendent for another 10 years. Mr Scholzes' role for his last 4 years with LVI Environmental served as Branch Safety Officer under direction of Regional and Corporate Safety Officers and the Branch President.

# Wilson Campos

## Environmental Field Superintendent



### SUMMARY

Wilson Campos is an Environmental Field Superintendent with over 15 years of experience in asbestos, lead, and mold abatement. Skilled in leading teams, managing large-scale projects, and ensuring compliance with safety regulations. Certified across multiple states, with a proven track record of successful project execution in educational, commercial, and government sectors. Known for creating safe, efficient, and professional work environments.

### EXPERIENCE

#### **ACM Services Inc.**

Asbestos, Lead, Mold Abatement Project Supervisor  
*2012 – Present*

- Ensures a safe, positive, and professional work environment while overseeing multiple abatement projects.
- Strictly adheres to all laws and regulations governing abatement work.
- Manages daily tasks for work crews, assigning removal duties, completing daily logs, and maintaining equipment in good condition.

### LICENSING/CERTIFICATIONS

#### **AHERA Asbestos Supervisor**

- Maryland
- District of Columbia
- Virginia
- West Virginia

#### **Lead Abatement Supervisor**

- Virginia
- West Virginia

#### **Mold Remediation Supervisor**

- Universal

#### **CPR and First Aid**

- Universal

#### **Hazardous Waste Operations Training**

- Universal

#### **Renovator Training**

#### **ACECO**

General Supervisor  
*2005 – 2012*

- Assisted with estimating, Job Hazard Analysis (JHA), manpower production.
- Safely managed large gut-out/structural demolition projects with crews of up to 50 men.

### REPRESENTATIVE PROJECTS

#### **American University - Chapel**

Contracting Company: American University  
*Project Manager: Phillip Brown*

- Lead-based paint stabilization and cleanup of identified lead-painted components.

#### **Watergate Office Building**

Contracting Company: Penzance Property Management  
*Project Manager: Brian Ferranti*

- Removal of fiberglass duct insulation with white asbestos seam sealant and mudded asbestos pipe insulation fittings.

### CONTACT

Wilson@acmservices.com  
Cell - (240) 204-1922  
Office - (301) 230-2822

COMMONWEALTH of VIRGINIA

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

EXPIRES ON  
12-31-2025

NUMBER  
3358000022

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
LEAD ABATEMENT CONTRACTOR LICENSE



ACM SERVICES INC  
12022 PARKLAWN DR  
ROCKVILLE, MD 20852-1800



*Brian P. Wolford*  
Brian P. Wolford, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
LEAD ABATEMENT CONTRACTOR LICENSE  
NUMBER: 3358000022 EXPIRES: 12-31-2025

ACM SERVICES INC  
12022 PARKLAWN DR  
ROCKVILLE, MD 20852-1800



(FOLD)

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

DPOR-PC (02/2017)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

09-30-2026

NUMBER

2701037556

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* ASB CBC H/H LAC RBC



ACM SERVICES INC  
12022 PARKLAWN DR  
ROCKVILLE, MD 20852-1800



*Bauman*  
Brian P. Wolford, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

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

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* ASB CBC H/H LAC RBC  
NUMBER: 2701037556 EXPIRES: 09-30-2026

ACM SERVICES INC  
12022 PARKLAWN DR  
ROCKVILLE, MD 20852-1800



(FOLD)

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

DPOR-PC (02/2017)

COMMONWEALTH of VIRGINIA

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

EXPIRES ON  
09-30-2025

NUMBER  
3306000348

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



ACM SERVICES INC  
12022 PARKLAWN DR  
ROCKVILLE, MD 20852-1800



*Bauman*  
Brian F. Wolford, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
ASBESTOS CONTRACTOR LICENSE  
NUMBER: 3306000348 EXPIRES: 09-30-2025

ACM SERVICES INC  
12022 PARKLAWN DR  
ROCKVILLE, MD 20852-1800



(FOLD)

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

DPOR-PC (02/2017)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That ACM SERVICES, INC., a corporation incorporated under the laws of Maryland, is authorized to transact business in the Commonwealth of Virginia

That the corporation obtained a certificate of authority to transact business in Virginia from the Commission on July 5, 1990; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

January 19, 2024

A handwritten signature in cursive script, reading "Bernard J. Logan".

---

Bernard J. Logan, Clerk of the Commission



**IICRC**<sup>®</sup>

Institute of Inspection Cleaning  
and Restoration Certification

# Certified Firm

## 2025

*be it known that:*

### **ACM SERVICES, INC**

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

*Joseph F. Dobbins*

Joseph Dobbins  
Chairman of the Board of Directors

**66315879**  
Company #  
**12/31/2025**  
Valid Through



# ENVIRONMENTAL & DEMOLITION CONTRACTOR



## EMR Rating

ACM Services, Inc: **0.66**

Industry Average: **1.0**

## ABOUT US

With over 30 years of experience, ACM Services, Inc. is a trusted industry leader and premier full-service contractor. Serving clients with **safe, reliable, and effective solutions.**

## MARKETS SERVED



## KEY CONTACTS

**KYLE NEUBAUER**  
Chief Operating Officer  
Direct: 301-674-6315  
Kyle@acmservices.com

**JUSTIN TURGEL**  
Environmental Division Manager  
Direct: 240-721-0465  
Justin@acmservices.com

**KEVIN ROGERS**  
Demolition Division Manager  
Direct: 240-676-8206  
Kevinr@acmservices.com



# ENVIRONMENTAL & DEMOLITION CONTRACTOR

## Trusted Partner

ACM offers valued clients free pre-construction consulting, value engineering, and budgeting

## LICENSES

We hold 25+ licenses in Maryland, Virginia, DC, Pennsylvania, Ohio, and West Virginia and offer services beyond these areas.

## SERVICES DELIVERED

### ADDITIONAL SERVICES

#### IDIQ / TERM CONTRACTS

ACM is the preferred contractor for various municipalities, agencies, and educational systems. Trust ACM to deliver any needed services to maintain safe and operable facilities.

#### TURNKEY

ACM offers turnkey environmental and demolition services under one contract, which mitigates conflict and provides value for our clients.



#### ENVIRONMENTAL

Comprehensive abatement services, specializing in **asbestos, lead, mold, and other hazardous materials**. With decades of experience, we deliver tailored solutions to any project.



#### DEMOLITION

We offer demolition services tailored to each project's unique needs. Our expertise includes selective interior/exterior, structural demolition, strip-outs/white box, concrete cutting, MEP, and materials salvaging.



#### EMERGENCY SERVICE

Our team is equipped for 24/7 rapid response. ACM partners on disaster restoration projects to provide **fast and effective solutions**.



# Request for Proposal

## **RFP# MPM-1223**

**Hazardous Materials Abatement Services**

**February 13, 2025**



**REQUEST FOR PROPOSAL**  
**RFP# MPM-1223**

**Issue Date:** February 13, 2025  
**Title:** Hazardous Materials Abatement Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on March 18, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)**

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** None

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Lead Contract Officer & Project Manager, Procurement Services, [morrismp@jmu.edu](mailto:morrismp@jmu.edu); 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

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

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

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-1223***

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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 asbestos, lead, and other hazardous building materials services on an as-needed basis 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. Contractors shall be licensed and experienced in the removal and appropriate legal disposal of asbestos, lead, and other hazardous building materials.

James Madison University reserves the right to publicly solicit projects individually in lieu of utilizing the contracts that result from this Request for Proposal.

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The University is seeking to partner with qualified contractors to provide asbestos and other hazardous building material abatement services across a variety of campus buildings on an as-needed basis.

All abatement projects are monitored by an independent firm.

## **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. GENERAL**

1. The contractor shall provide all supervision, materials, labor, tools, equipment, documentation, and all incidentals required and/or implied for the complete and satisfactory performance of services on an as-needed basis by James Madison University.
2. The Contractor shall be responsible for all necessary surfaces preparation. This shall include the protection of all surface areas, equipment, fixtures, hardware, and similar items that may be in contact with the project area.
3. The Contractor shall be responsible for cleaning up all work areas and for the removal of their tools and equipment.
4. The Offeror should have the ability to perform multiple tasks within one project or multiple projects simultaneously within a short turnaround period.
5. The Contractor shall be responsible for providing professional level technicians required to accomplish the work and for properly supervising them at the work site.
6. Contractor shall assure that all work is accomplished in compliance with all applicable University, State, Federal, and local laws, ordinances, rules, regulations, and codes

including OSHA requirements and the dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the purchase order.

7. Contractor shall be responsible for all damages to persons or property that occur as a result of their fault or negligence.
8. Contractor shall be properly licensed for all work to be performed and shall furnish copies of relevant licenses as part of their proposal.
9. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection, or life safety systems or any other building features that will overload or render useless any portion of the facility.

## B. PROCEDURES

1. Non-emergency/Scheduled Work: Within two (2) calendar days of receipt of a request, the Contractor shall arrange to visit the work site with the University project manager and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished. Studies, drawings/sketches, and specifications will be provided (as needed) to the Contractor indicating the areas where work is to be performed and any additional requirements for the completion of that project.
2. Within three (3) business days after visiting the work site, Contractor shall provide to the University project manager a written quotation of the cost to complete the project. The quotation shall be based upon the total cost per project. All quotations shall also include the actual date for start and completion of the work after receipt of the purchase order. The start and completion dates should be agreed upon by the University Project Manager and the Contractor and shall be reflected in the Purchase Order. The proposal shall include all necessary backup documentation from sub-contractors employed to assist in any project.
3. In case of emergency need for work, the Contractor shall have qualified personnel on the work site within eight (8) hours of receiving the request. A work schedule shall be agreed upon by the University project manager and the Contractor.
4. James Madison University reserves the right to furnish any or all of the materials to the Contractor for the project and to adjust the cost accordingly.
5. The University reserves the right to make or obtain other cost estimates prior to authorizing work and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. JMU reserves the right at any time to request a quotation from one or more Contractors with which there is a suitable contract vehicle.
6. Upon approval of the Contractor's quotation received by the University, a Purchase Order will be issued as authority to proceed with the work. The Purchase Order shall incorporate the contractor's estimate as a "not to exceed" cost and the agreed upon starting and completion dates. No work is to be undertaken by the Contractor until a written Purchase Order has been received. All work shall be completed within the timeframe set forth in the purchase order.
7. Contractor shall perform no work which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.
8. In accordance with Special Terms & Conditions item J. *Small Business Subcontracting and Evidence of Compliance 1-3*), the successful proposer shall be required to submit the Subcontractor Non-Capital Reporting Form to JMU at the completion of each on-demand project. Any modifications or changes to an accepted SWaM Utilization Plan after the project award and during the duration of the project must be reported on a revised SWaM Utilization Plan and submitted to JMU for review and approval. Please note that all such reports must be submitted even if the proposer is a certified SWaM business. Reports shall be sent to [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu).

9. Failure to provide the Subcontractor Non-Capital Reporting Form to JMU at the completion of each On-Demand project more than two times during the course of the contract term may be grounds for termination of the proposer's Contract for cause by JMU.

C. DRAWINGS/SPECIFICATIONS

1. Drawings and specifications are developed for specific projects. The Contractor will be provided one (1) set of drawings and specifications at no charge (as needed).
2. The Contractor shall provide any needed drawings/specifications to any subcontractors.

D. PERSONNEL QUALIFICATIONS

1. Personnel used for the performance of work under this contract shall be properly trained and qualified for work of this type. Personnel shall have the minimum ability and experience for their classification as defined below.
2. The University reserves the right to refuse to accept services from any personnel deemed unqualified, disorderly, or otherwise unable to perform assigned work under this contract with classifications denoted – as well as written evidence of the personnel's qualifications for those classifications.

E. TEMPORARY FACILITIES

1. **Electricity:** JMU will provide contractor with electricity for use during construction. Contractor shall be responsible for connecting to the temporary service point designated by JMU, and for furnishing, installing and removing all temporary electrical wiring and other components needed to extend the temporary service to the various parts of the work during construction.
2. **Water:** JMU will furnish such reasonable amounts of water as may be necessary for the execution of the project. At a point designated by Project Manager, the contractor shall make approved connection to the existing water system and shall furnish and install all necessary temporary piping, valves, fittings, etc., for this service. Contractor shall remove the temporary facilities as soon as permanent facilities have been installed and are usable.
3. **Toilet Facilities:** Toilet facilities may be available for the contractor's use in the various areas of the buildings where construction is being performed. Toilet facilities shall be kept clean and in sanitary condition. When public toilets are unavailable, contractor shall provide and maintain portable toilets.

F. SITE CLEAN UP

1. Contractor is responsible for removal and disposal of all debris from jobsite to off campus, unless approved by project manager.
2. All demolition materials (including hazardous waste, if any) shall be disposed of by the Contractor in accordance with all applicable Federal, State, and local requirements.
3. At the end of the project, the entire project site shall be cleaned to JMU's standards and be ready for occupancy by JMU prior to final payment.

G. INVOICING REQUIREMENTS

1. The contractor shall break down all quotes and invoices based on pricing provided in the PRICING SCHEDULE (see Section X. Pricing Schedule).
2. Transportation, travel time, and other expenses will not be paid for separately but must be included in the hourly labor rates.

H. DESCRIBE STATEMENTS

1. Describe your approach to provide excellent customer service throughout the term of the contract, to include mobilization of the contractor's management and work staff to meet the needs of the University. Include how you will meet the needs of the University on fast

- turnaround projects, to include mobilization of a crew if your firm is not located in close proximity to the University.
2. Fully describe the qualifications, capabilities, and experience of your firm in asbestos, lead, and other hazardous material abatement services.
  3. Provide at least three contact people who will have knowledge of a contract with the University and be responsible for the account including project managers and supervisors.
  4. Describe the experience of your firm with provision of similar services to comparable institutions. These may be contracts or spot services.
  5. Provide a statement that indicates whether or not your firm has been subject to OSHA inspections by State and/or Federal agencies, and the results of these inspections, including citations, if any.
  6. Provide information regarding any contract that an institution/agency/company chose not to renew with your company in the last five years, including the reason the contract was not renewed.
  7. Indicate your agreement with the response times stated in section IV.B.1-3 (above).

## 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.**

**ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).**

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. **ELECTRONIC SUBMISSION:**
    - i. **ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at [eVACustomerCare@DGS.virginia.gov](mailto:eVACustomerCare@DGS.virginia.gov).
    - ii. eVA Procurement Website and Registration The Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular

basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.

- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

**b. PAPER SUBMISSIONS:**

- i. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
  - ii. **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.
  - iii. 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.
  - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted 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.

- 3. 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.
- 4. 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. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**

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

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

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

**James Madison University reserves the right, when not in the best interest of the University, to decline to award to any firm already on an existing VASCUPP cooperative contract in order to avoid duplication of contracts.**

## VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with

respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the

Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
  - 1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined

at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
    - a. A contractor awarded a contract under this solicitation is hereby obligated:
      - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
    - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
  3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education

and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability: \$100,000
  3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a

controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet 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](http://www.eVA.virginia.gov).

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

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

### 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 via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement.

Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

- 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. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- S. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- T. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual (and/or subcontractor) is properly licensed for providing the services specified.

Contractor Name:  
License #:  
Type:

- U. 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.
  
- V. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
  
- W. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
  
- X. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
  
- Y. 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.
  
- Z. 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.

- AA. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)**: Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- BB. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

## **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.

The following labor rates are to be listed by craft and classification (Foreman, Journeyman, etc.) and are to include base wages, benefits, taxes, insurance and payroll costs complete. Overhead and profit are not to be included. Include all crafts and classifications designated by the offeror.

If other role designations are needed, please provide labor rates and an explanation of how this additional designation is needed to meet the needs expressed in the scope of the Request for Proposals.

Provide all information about rates, discounts, or possible offers to the University regarding equipment, materials, and any additional services

<b>LABOR RATES</b>		
<b>Personnel</b>	<b>Normal Working Hours</b>	<b>Overtime/Weekend/ Holiday/Emergency Hours</b>
<b>Asbestos Supervisor</b>	\$ /hour	\$ /hour
<b>Asbestos Worker</b>	\$ /hour	\$ /hour
<b>Lead Supervisor</b>	\$ /hour	\$ /hour
<b>Lead Worker</b>	\$ /hour	\$ /hour
<b>Mold Supervisor</b>	\$ /hour	\$ /hour
<b>Mold Worker</b>	\$ /hour	\$ /hour

- **Provide pricing for all commonly used abatement materials and equipment** (for example: *mastic remover, barricade tape, suits and gloves, negative air machine filters, glove bags, etc.*)
- **Provide all other costs, such as subcontractor markup, permit fees, disposal costs, and equipment rental rates.**

## **XI. ATTACHMENTS**

- A. Offeror Data Sheet
- B. SWaM Utilization Plan
- C. Sample of Standard Contract
- D. Zone Map
- E. SWaM Subcontractor Non-Capital Reporting Form (separate attachment)
- F. [JMU Design & Construction Guidelines](#) (separate attachment)

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 #

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

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

YES  NO

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

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ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ATTACHMENT C



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

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

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

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

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

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

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

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

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

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

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

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

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

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

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