



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7169

This contract entered into this 22nd day of April 2025, by SEMCO 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]
(Signature)
James Haligan
(Printed Name)

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

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

Title: Lead Contract Officer and PM

**NEGOTIATION SUMMARY**

**SEMCO SERVICES, INC.**

RFP# MPM-1223 HAZARDOUS MATERIALS ABATEMENT SERVICES

4/18/2025

The Primary Point of Contact for this Contract is:

James Haltigan, President  
540-885-7480  
jim@semcoservices.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. SEMCO 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.

<b>LABOR RATES</b>		
<b>Personnel</b>	<b>Normal Working Hours (per hour)</b>	<b>Overtime (per hour)</b>
<b>Supervisor</b>	65.03	97.54
<b>Leadman</b>	57.84	86.76
<b>Worker</b>	50.78	76.17

**NEGOTIATION SUMMARY****SEMCO SERVICES, INC.****MATERIALS**

<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>
Asbestos Signs	each	\$0.88
AB Disposal Bags	each	\$1.36
Barricade Tape	roll	\$18.74
Disposable Suits - Poly Pro	each	\$4.85
Disposable Suits - Tyvek	each	\$10.26
Drying Towels	box	\$42.86
Duct Tape	roll	\$6.95
Painters Tape	roll	\$8.61
Encapsulant - Lock Down	gal	\$19.87
Encapsulant - Bridging	gal	\$42.68
Floor Buffer Pads	each	\$8.56
Glovebags - Linked	roll/25	\$551.25
Glovebags - Single	each	\$44.60
Gloves - Latex	pr	\$3.98
Mastic Remover Solvent	gal	\$27.18
Mylar Flex Duct	each	\$83.86
Peel-Away - Gal	gal	\$44.00
Pre-Filter - 1/2"	each	\$1.96
Pre-Filter - 2"	each	\$12.96
Poly - 6 mil Clear	roll	\$127.00
Poly - 6 mil Black	roll	\$127.00
Poly - Neg Air Tubing	roll	\$94.30
Rags (case)	box/25lbs	\$36.99
Respirator Filter - 1/2 Face	each	\$18.68
Shower Filter - Bags	each	\$26.48
Spray Adhesive	each	\$13.29
Trash Bags	box	\$34.49
Vacuum Bags	each	\$11.49

**EQUIPMENT**

<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Daily Rate</u></b>
Airless Sprayer	each	\$26.00
Floor Buffer	each	\$55.00
Floortile Stripper Machine	each	\$99.00
Garden Sprayer	each	\$4.00
Hot Water Heater	each	\$8.00
HEPA Vacuum	each	\$38.00
Ladders (6',8' & 10' Step)	each	\$8.00
Manometer	each	\$16.00
Negative Air Machine	each	\$43.00
Portable Shower Decon Unit	each	\$160.00
Safety Harness - Full Body	each	\$26.00
Truck - Enclosed	each	\$164.00
Truck - Dump	each	\$286.00



**SEMCO SERVICES, INC.**

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597 LEE JACKSON HIGHWAY  
STAUNTON VIRGINIA 24401

**SEMCO SERVICES, INC.**  
**PROPOSAL TO**  
**JAMES MADISON UNIVERSITY**

**FOR**

**HAZARDOUS MATERIAL**  
**ABATEMENT SERVICES**

**REQUEST FOR PROPOSAL #MPM-1223**

**Issued: February 13, 2025**

**PROPOSAL Due: March 18, 2025**

## TABLE OF CONTENTS

Table of Contents	ii
Cross Reference of Requirements to SEMCO Proposal	iv
<b>Section 1—Introduction</b>	<b>1</b>
1.1 Introduction to SEMCO Services, Inc. . . . .	1
1.1.1 SEMCO Background . . . . .	1
1.1.2 SEMCO Corporate and Project Organization . . . . .	1
1.2 Required Covering Information (RFP Cover Sheet) . . . . .	3
1.3 SEMCO Sales to VASCUPP Members . . . . .	3
RFP COVER SHEET (COMPLETED)	4
<b>Section 2— General Approaches to Meeting JMU Needs</b> . . . . .	<b>5</b>
2.1 SEMCO Can Provide All Project Requirements . . . . .	5
2.2 SEMCO Can Provide Necessary Preparation and Cleanup . . . . .	5
2.3 SEMCO Can Perform Multiple Simultaneous and/or Overlapping Tasks	5
2.4 SEMCO Can Provide Top-Quality Supervisors and Workers . . . . .	6
2.5 SEMCO Complies with Relevant Regulations and Codes . . . . .	6
2.6 SEMCO is Properly Licensed for All Work . . . . .	6
2.7 Protection of Buildings’ Integrity and Features . . . . .	6
SEMCO CORPORATE LICENSES . . . . .	7
<b>Section 3—Operational Procedures for This JMU Project.</b> . . . . .	<b>9</b>
3.1 Initiation of a Normal New Task . . . . .	9
3.2 Delivery of a Price Quote for the Normal New Task . . . . .	9
3.3 Provision for Emergency Needs . . . . .	10
3.4 Materials Furnished by JMU . . . . .	10
3.5 Alternative Sources for JMU Needs . . . . .	10
3.6 Purchase Orders for Each Task . . . . .	10
3.7 Additional Work Requires Written Approval . . . . .	11
3.8 Procedure(s) for SWaM Reporting . . . . .	11
<b>Section 4—Descriptions of SEMCO Approaches and Qualifications</b> . . . . .	<b>12</b>
4.1 Excellence of SEMCO Customer Service . . . . .	12
4.1.1 Excellence in Abatement—General Operations . . . . .	12
4.1.2 Excellence in Abatement—SEMCO Differentiators . . . . .	14
4.2 Qualifications, Capability, and Experience . . . . .	16
(Also includes personnel qualifications)	
4.2.1 Corporate Qualifications of SEMCO. . . . .	16
4.2.2 Individual Qualifications of Key Personnel . . . . .	17
4.2.2(a) Key Management Personnel . . . . .	17
MANAGEMENT PERSONNEL LICENSES . . . . .	19
4.2.2(b) Key Field Supervisory Personnel . . . . .	20
FIELD SUPERVISORY PERSONNEL LICENSES . . . . .	21
4.3 SEMCO Management Contacts for JMU . . . . .	24
4.4 Corporate Experience in Similar Engagements . . . . .	24
4.4.1 Small-to-Moderate size projects (Under \$50K) . . . . .	25
4.4.2 Medium size projects (\$50K-200K) . . . . .	25
4.4.3 Large projects (>\$200K) . . . . .	26
4.5 SEMCO Safety Experience . . . . .	27
4.6 Cancelled and/or Not Renewed—NONE . . . . .	27
4.7 SEMCO Response Times . . . . .	27

TABLE OF CONTENTS (Cont'd)

Section 5—Pricing Schedule . . . . .	28
5.1 Labor Rates . . . . .	28
5.2 Pricing of Other Direct Costs . . . . .	28

ATTACHMENTS

ATTACHMENT A—OFFEROR DATA SHEET	31
ATTACHMENT B—SwaM Utilization Plan	32

Cross Reference of Requirements to SEMCO Proposal (Ref: RFP V.A.4.c)

RFP Paragraph V.A.4.c requests that each paragraph in the proposal should cite the relevant paragraph in the RFP. Having done that throughout the proposal, we have also prepared this table summarizing all those references. This information is in reverse order (i.e., with pointers to the proposal subsections and paragraphs), such that the reviewer may easily locate the requested information within the proposal, as requested in each RFP section.

RFP Section/Subsection/Paragraph and Subject	Proposal Paragraph
IV. STATEMENT OF NEEDS	
IV. A. GENERAL	Section 2 (all)
IV.A.1 Provide all resources for completion of services as needed	2.1
IV.A.2 Necessary surface preparations	2.2
IV.A.3 Cleaning work areas; removing tools and equipment	2.2
IV.A.4 Perform multiple tasks simultaneously with short turnaround	1.1.2; 2.3
IV.A.5 Provide and supervise professional-level workers	1.1.2; 2.4
IV.A.6 Work in compliance with University and governmental standards	2.5
IV.A.8 Properly licensed; provide copies of licenses	1.1.2; 2.6
IV.A.9 Protect integrity of structures and features	2.7
IV. STATEMENT OF NEEDS	
IV. B. PROCEDURES	Section 3 (all)
IV.B.1 Site visit to understand scope and nature of task(s)	3.1; 4.7
IV.B.2 Prepare and deliver a written cost quote	3.2; 4.7
IV.B.3 Respond for emergency needs immediately	3.3; 4.7
IV.B.4 Utilize JMU materials when offered	3.4
IV.B.5 Cost-compete with other companies	3.5
IV.B.6 Recognize and conform to written Purchase Orders (Pos)	3.6
IV.B.7 Obtain advance approval for increase to PO	3.7
IV.B.8 Submit required Small Business form, even for our own work	3.8
IV. STATEMENT OF NEEDS	
IV.D PERSONNEL QUALIFICATIONS	
IV.D.1 Proper Training and Qualifications	1.1.2
IV. STATEMENT OF NEEDS	
IV. H. DESCRIPTIVE STATEMENTS	Section 4 (all)
IV.H.1 Approach to providing excellent customer service	4.1; 4.1.1; 4.1.2

RFP Section/Subsection/Paragraph and Subject (Continued)	Proposal Paragraph
IV.H.2 Qualifications, capabilities, and experience of firm	4.2; 4.2.1; 4.2.2
IV.H.3 At least three contact person with knowledge and responsibility	4.3
IV.H.4 Experience in providing similar services	4.4
IV.H.5 OSHA inspections, with information about citations	4.5
IV.H.6 Information about contracts not renewed	4.6
IV.H.7 Agreement with response times in Section IV.V.1-3	4.7
V. PROPOSAL PREPARATION AND SUBMISSION	
V.B SPECIFIC PROPOSAL INSTRUCTIONS	
V.B.1 RFP cover sheet with addenda acknowledgements	1.2
V.B.2 Plan and methodology for services described in Sec. IV—Needs	4.1; 4.1.1; 4.1.2
V.B.3 Narrative statements regarding qualifications of the company	4.2; 4.2.1
V.B.3 Also, statements regarding qualifications of the personnel	4.2.2
V.B.4 Offeror Data Sheet, Attachment A	Attachment A
V.B.5 Small Business Subcontracting Plan, Attachment B	Attachment B
V.B.6 Amount of sales with each VASCUPP Member	1.3
V.B.7 Proposed Cost (ref. also Section X, Pricing Schedule)	Section 5 (all)
VII. GENERAL TERMS AND CONDITIONS	
VII.J PAYMENT	
VII.J.3 SWaM paperwork—evidence and certification of compliance	3.8
REQUIRED FORMS	
RFP Cover Sheet and Acknowledgement	1.2
RFP ATTACHMENT A. OFFEROR DATA SHEET	Proposal Attachment A
RFP ATTACHMENT B. SWaM UTILIZATION PLAN	Proposal Attachment B

## Section 1—Introduction

SEMCO Services, Inc. (SEMCO), is pleased to submit this proposal to James Madison University (JMU) in response to its Request for Proposal (RFP) MPM-1223 for Hazardous Materials Abatement Services. As requested, throughout this proposal where there are references to Section and Paragraph, those refer to the sections and paragraphs of the RFP.

### 1.1 Introduction to SEMCO Services, Inc.

#### 1.1.1 SEMCO Background

SEMCO was incorporated in Virginia in September of 1995, and began operations in early 1996. While initially specializing in asbestos and lead abatement projects, SEMCO later expanded its operations to include selective demolition, mold remediation, mechanical demolition, and occasionally structural demolition as well. Abatement projects still constitute a major portion of our work.

We are owned by James Haltigan, who has been active in the business of abatement in Virginia for 40 years. Mr. Haltigan's expertise is recognized by the State of Virginia by his having served ten years as a member of the Virginia Board for Asbestos, Lead, and Home Inspectors.

Our headquarters is in Staunton, VA, well positioned to serve JMU with quick responsiveness and availability of our personnel and resources.

#### 1.1.2 SEMCO Corporate and Project Organization (Ref. RFP IV.A.4, 5, 8 and IV.D.1)

Figure 1 on the following page shows the management organization of SEMCO. In our work for JMU, Jim Haltigan, President of SEMCO, will be fully knowledgeable of our contract and our various tasks. He will have an oversight role for the entire contract within our company, though he will normally not be involved in day-to-day management of the individual projects. Likewise, Ken Rhodes will be knowledgeable of the contract and the tasks but would not normally be involved in task management.

Tyler Meadows, SEMCO's Vice President and Principal Project Manager, will be the Project Manager (PM) for the overall JMU contract. He will be the main contact for JMU for corporate-level considerations, while individual tasks within the JMU project may be managed by himself or by one of the SEMCO PMs reporting to Mr. Meadows. For each JMU task, the assigned SEMCO PM will be the direct supervisor of the SEMCO field personnel working on that task. Mr. Haltigan will be Mr. Meadows's primary backup for project management, and Mr. Rhodes will be an additional backup if needed. Any of the above-named managers will be available as points-of-contract for JMU management in case of any urgent needs or concerns.

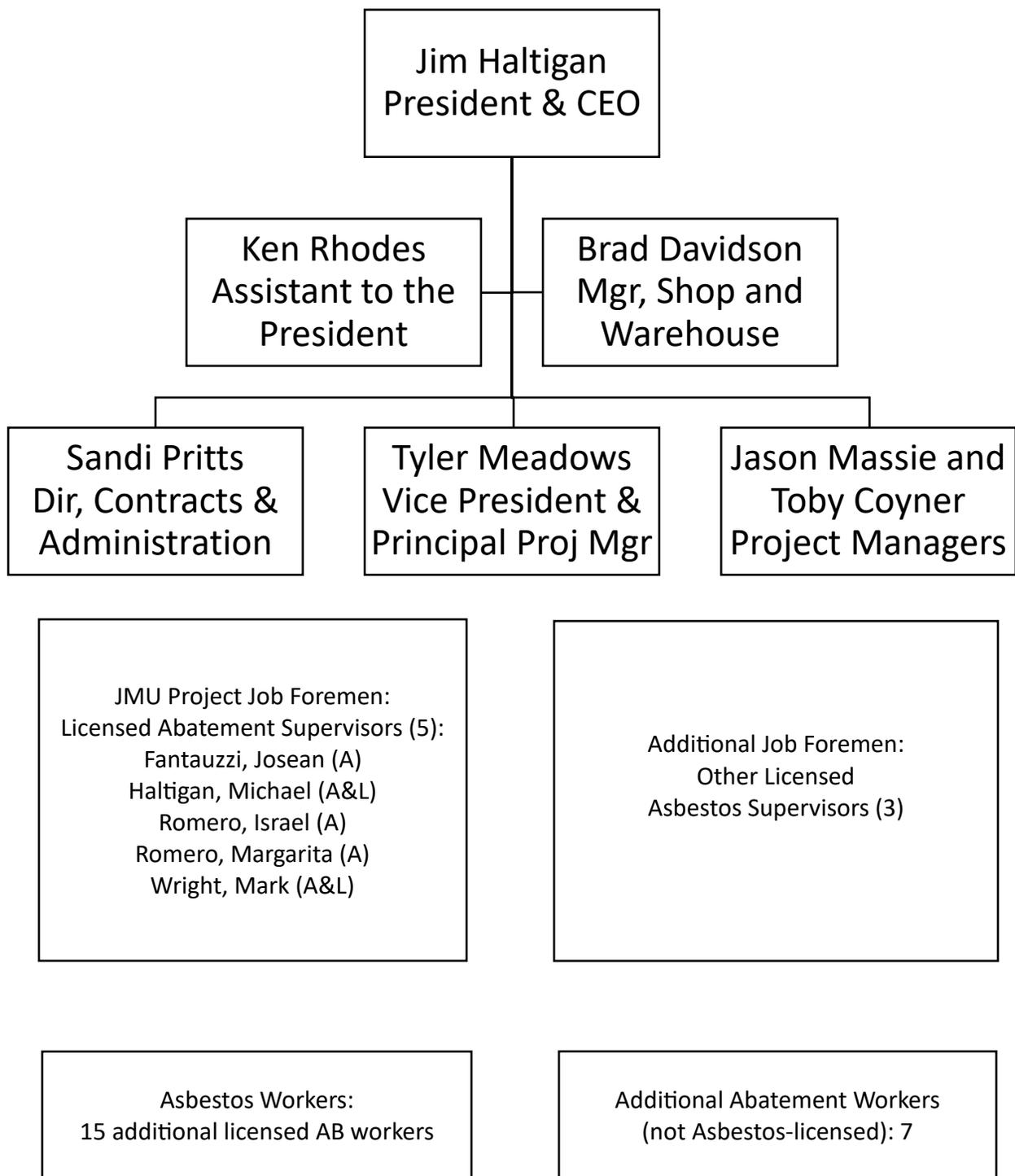


Figure 1—SEMCO Services, Inc, Organization

Sandi Pritts, our Director of Contracts and Administration, will manage accounting and contract administration functions for the JMU contract. She will be SEMCO’s primary contact person for the non-operational considerations in the contract—finance, administration, personnel, etc. She will be backed up by Messrs. Meadows, Rhodes, and Haltigan as needed.

Below this corporate management structure, SEMCO is fortunate to have an outstanding group of Field Supervisors in all the Abatement disciplines. We manage in a “matrix” style. Our field supervisors and workers are not assigned to one “chain of command;” rather, they are all available to projects throughout the company, depending on their specific skills and company scheduling needs. It should be noted that with our large number of licensed abatement supervisors, we are able to undertake multiple simultaneous abatement tasks.

As shown in Figure 1, we have identified five of our licensed Asbestos and Lead Supervisors to be our primary staffing for this JMU project. All five of them live in the area from Staunton to Harrisonburg, so they are generally available with minimal disruption.

Where possible, the SEMCO staffing approach is that each foreman tends to stay with their own crew. This policy promotes continuity among crews and better efficiency and teamwork on our projects. All our abatement supervisors and workers are proficient in asbestos projects and hold the required licenses. Some of our Asbestos supervisors are also proficient and licensed in lead abatement, shown in the chart as “A&L.” While mold remediation does not require special licensing, many of our supervisors and workers have extensive experience in that field, as well.

1.2 Required Covering Information (RFP Cover Sheet) (RFP V.B.1)

The RFP, in the cited paragraph of Specific Proposal Instructions, requires completion of the RFP Cover Sheet with Acknowledgement of receipt of all addenda. This form, fully completed, is on the following page.

1.3 SEMCO Sales to VASCUPP Members (RFP V.B.6)

SEMCO has always had Virginia Universities as an important part of our customer base. The following list shows our sales to VASCUP members in 2024. The data include some contracts that were signed in 2023, but which were done and billed in 2024.

<u>Customer</u>	<u>\$ Directly Contracted</u>	<u>\$ Subcontracted from a GC</u>
James Madison University		88,070
Radford University		136,220
University of Virginia	175,645	142,610
Virginia Tech University	1,156,387	279,898
Totals from VASCUPP Members	\$1,332,032	\$646,798
Grand Total: \$1,978,830		

**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:

SEMCO Services, Inc.  
597 Lee Jackson Hwy  
Staunton, VA 24401

By:   
(Signature)

Name: James E. Haltigan  
(Please Print)

Date: 03/17/2025

Title: President

Web Address: SemcoServices.com

Phone: (540) 885-7480

Email: Jim@SemcoServices.com

Fax #: (540) 885-7690

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

As of 03/16/2025 NO AMENDMENTS JEH

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.

## Section 2— General Approaches to Meeting JMU Needs (Ref. RFP IV.A.Paragraphs 1-9)

2.1 SEMCO Can Provide All Project Requirements (RFP IV.A.1) SEMCO is a full-service company. We have all the personnel, equipment, and financial resources to undertake whatever abatement tasks JMU might choose to assign to us. Throughout our quarter-century of Asbestos, Lead and Mold Abatement work, SEMCO has performed thousands of projects of widely varying size and complexity. Our projects have ranged in size from a few thousand dollars to over a million dollars. We do abatement for homeowners remodeling a single room in a house or renovating the entire house; we do abatement for an owner of a commercial building; we do major abatement projects for a college building or a hospital. Our methods are scalable, such that we do each size of project efficiently.

### 2.2 SEMCO Can Provide Necessary Preparation and Cleanup (RFP IV.A.2. and 3.

SEMCO standard operating procedure includes proper cleanup at the end of every shift of work. We do NOT leave a mess when we leave the site, even if we are the ones coming back the next day. However, some tasks may require additional site preparation. This may include:

- special protection of the surrounding areas, furnishings and equipment,
- removal of furnishings and equipment that would be in the way of our abatement work, or would be affected by our work,
- at the end of our abatement task, any special preparation of the areas and surfaces affected such that they will be ready for the owner or for other contractors to follow.

One of the crucial elements of task definition will be identifying what specific actions of this type will be required, so they can be properly incorporated into the task plan and the cost bid.

### 2.3 SEMCO Can Perform Multiple Simultaneous and/or Overlapping Tasks (RFP IV.A.4)

SEMCO frequently has multiple simultaneous projects for the same customer at a common location or locations closely related. A particularly interesting situation occurs when the projects are for the same owner, but they are being done with different General Contractors who are both working for the same owner on the respective projects. We follow policies that make us particularly adept at managing simultaneous projects like that example:

1. We assign both projects to the same Project Manager (PM). Within SEMCO, it is the PM who makes personnel assignments to the tasks in his projects, who coordinates with the client PM to ensure we are meeting their work and schedule requirements, and who coordinates with the Owner PM as necessary to ensure we are working in harmony with their non-project requirements such as school event schedules.
2. We assign each separate simultaneous task within a project, or separate simultaneous project within an area, to a different Field Supervisor. In this way, each task or project gets the undivided attention of the day-to-day supervisor, who ensures the work is being done correctly and in the proper order, who handles the inevitable obstacles and work-arounds to keep on schedule, who ensures that the workplace is maintained in good order, and who coordinates with the Field Superintendent of the owner (or the General Contractor if there is one) to ensure our work is coordinated with others involved.

In this JMU project, those two principles will promote effective management of the overall JMU project and of multiple simultaneous projects/tasks. Tyler Meadows will be the Project Manager of the SEMCO contract and will manage any other SEMCO PMs who are assigned specific JMU tasks. Mr. Meadows is generally available on short notice to meet with a JMU PM and/or with SEMCO Field Superintendents on multiple tasks. He is able to allocate personnel and equipment efficiently to maximize productivity when multiple tasks are making simultaneous resource demands. He is able to assign corporate resources from other areas to meet short-term peak needs. And very importantly, as the SEMCO V.P. he is able to see the total workload picture in the Central Virginia area, so that when necessary he can offer/request overtime work from personnel on one task to augment another task.

All of the above points are based on the SEMCO organizational structure shown in Figure 1, which we have found highly effective in utilizing “matrix management” to maximize our efficiency and effectiveness.

2.4 SEMCO Can Provide Top-Quality Supervisors and Workers (RFP IV.A.5) The depth of the SEMCO personnel base is displayed in Figure 1. Our Abatement supervisors and workers are all properly trained and licensed in Virginia; many have far more than minimal experience in abatement projects. One reason for this is our excellent personnel retention record. Of our eight abatement supervisors, and their average time with SEMCO is slightly over ten years, and five of the eight have been with us ten years or more,. This promotes a strong sense of maintaining “the SEMCO way of doing things,” which is a valuable asset in a high turnover field of work.

2.5 SEMCO Complies with Relevant Regulations and Codes (RFP IV.A.6)..Having been doing abatement work in Virginia for almost 30 years, SEMCO is acutely aware of, and compliant with, the many laws, regulations, and guidelines that govern our work here. In fact, our dedication to knowing and following those regulations is exemplified by the experience of our President, Jim Haltigan, having recently completed ten years of service to the state of Virginia on the Virginia Board for Asbestos, Lead, and Home Inspectors.

2.6 SEMCO is Properly Licensed for All Work (RFP IV.A.8) SEMCO holds a Class A Contractor’s License as well as corporate licenses for both lead abatement and asbestos abatement. Additionally, SEMCO Lead and Asbestos supervisors hold the appropriate Supervisor license(s) in their respective abatement fields, as do our asbestos workers. Copies of the various SEMCO Corporate licenses are displayed in the following pages.

2.7 Protection of Buildings’ Integrity and Features (RFP IV.A.9) In addition to being an abatement contractor for the past quarter-century, SEMCO has also been a successful contractor in demolition for that time. Because of our work in that field, we are acutely aware of, and conscientious about, our responsibilities regarding structural integrity, damage avoidance, and protection of structures and features. Our demolition contracts typically contain highly assertive clauses regarding potential damage, and we are all—from the top corporate management down to the newest worker on our staff—conscious of the costs of mistakes that cause damage.

SEMCO CORPORATE LICENSES (Ref. RFP IV.A.8 and RFP IV.H.2)

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

**EXPIRES ON**  
01-31-2027

**NUMBER**  
2705037191

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

**SEMCO SERVICES INC**  
597 LEE JACKSON HWY  
STAUNTON, VA 24401



*Bauman*  
Eric P. Bauman, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

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

**CLASS A BOARD FOR CONTRACTORS**  
**CONTRACTOR**

**\*CLASSIFICATIONS\* ASB CBC LAC RBC**  
NUMBER: 2705037191 EXPIRES: 01-31-2027

**SEMCO SERVICES INC**  
597 LEE JACKSON HWY  
STAUNTON, VA 24401



(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**  
03-31-2025

**NUMBER**  
3306000655

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

**SEMCO SERVICES INC**  
597 LEE JACKSON HWY  
STAUNTON, VA 24401



*Kyle S. Selt*  
Kyle S. Selt, Director

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

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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: 3306000655 EXPIRES: 03-31-2025

**SEMCO SERVICES INC**  
597 LEE JACKSON HWY  
STAUNTON, VA 24401



(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  
08-31-2025

NUMBER  
3358000447

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



SEMCO SERVICES INC  
597 LEE JACKSON HWY  
STAUNTON, VA 24401



*Brian Wolford*  
Brian Wolford, Interim Director

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

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COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS  
LEAD ABATEMENT CONTRACTOR LICENSE  
NUMBER: 3358000447 EXPIRES: 08-31-2025

SEMCO SERVICES INC  
597 LEE JACKSON HWY  
STAUNTON, VA 24401



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## Section 3—Operational Procedures for This JMU Project (Ref. RFP IV.B.Paragraphs 1-8)

### 3.1 Initiation of a Normal New Task (RFP IV.B.1)

Initiation of a new (“normal”) JMU task will involve the following steps:

- a. Understanding the Scope. As soon as SEMCO receives an invitation to bid on a new task, Tyler Meadows, the Principal PM, will review the description of the requirement and determine whether it can be handled by one of our PMs under his direction, or whether (if it is a large task) he needs to do the Project Plan and Estimate himself. Within two days he will schedule a site visit to JMU for himself and/or his designated PM to meet with the JMU PM and to verify our understanding of the task.
- b. At that visit and meeting, SEMCO will do a project walkthrough in preparation for developing our bid for the project. We will put emphasis not only on verifying the project specifications (e.g., how many square feet of asbestos floor tile to be removed), but also what conditions within the project area might affect our efficiency or effectiveness (e.g., presence of heavy laboratory equipment that must be moved to remove the tile).

When we do our walkthrough of the project area, we will also be looking for any conditions that may have been overlooked in the Hazmat Inspection Report. Our experience in demolition has taught us that often there are concealed areas, places that are not visible in an inspection but are likely to contain hazardous materials that, when exposed, will need to be abated. When we spot such possibilities, we will point them out to the JMU Project Manager, and we will address them in our project planning.

### 3.2 Delivery of a Price Quote for a Normal New Task (RFP IV.B.2)

At our office after our site visit and survey, SEMCO will examine the scope of work and the challenges that may be faced on the project. We will be willing to offer suggestions, if needed, to ensure that the needs of the project are met with least likelihood for change orders or delays. Our suggestions may include changes to allow for the most efficient work methods in performing the work, or changes in scheduling to allow for the lowest possible cost to complete the work.

SEMCO will prepare our quotation based on our assessment of specifications, conditions, and schedule requirements, including conformance with applicable Virginia standards and codes. In preparing our quote, we will also have backup data available, reflecting detailed labor and materials estimates. Within three days after our site visit our quote will be delivered to JMU. In addition to pricing data our quote will also include project timing information—start date, project time, interim milestones (in the case of a large project), and a schedule of values (again, in the case of a large project) for interim billing of completed milestones. This schedule will be coordinated with JMU, with the understanding that JMU may need to modify it to conform with other ongoing work or other considerations.

### 3.3 Provision for Emergency Needs (RFP IV.B.3)

A special category of responsiveness relates to emergency circumstances. Throughout our history of working as an abatement contractor, SEMCO has always been responsive to emergencies. The following are a few such examples:

*VCU Oliver Hall*—Asbestos Abatement—Floor tile and mastic abatement—Emergency response due to forensic eye wash leak

*Sidders Residence*—Asbestos abatement—Plaster removal due to a burst pipe in attic

*UVA Old Medical School*—Asbestos abatement—Pipe insulation abatement due to a steam leak

Paragraph 1.3.9, above, mentions the convenient location of the SEMCO Services headquarters in Staunton, VA, proximate to JMU. Thus, when we are notified of an emergency situation requiring immediate response, SEMCO will be able to have qualified personnel (as well as required equipment) on the job within a few hours.

We know that in such an emergency situation, we will have to begin work prior to the University having issued a purchase order (ref. Paragraph 3.6, below). Our expectation is that, as soon as possible, we will meet with the JMU Project Manager to work out scheduling and costs.

### 3.4 Materials Furnished by JMU (RFP IV.B.4)

In the cited paragraph, the RFP mentions the possibility of JMU furnishing materials to the contractor and adjusting the cost accordingly. This provision, of course, would be more relevant for an RFP for a construction contractor, where there could be many types of materials or items already in possession of the University. It could occasionally come into play even in abatement, in a case where the University has some of the specific materials SEMCO would be using, such as large amounts of mastic remover that might be left over from a prior project. SEMCO would be amenable to such a substitution of materials, subject to the restriction that they would have to conform to our requirements and planned usage.

### 3.5 Alternative Sources for JMU Needs (RFP IV.B.5)

SEMCO is well aware that this is a basic ordering contract, not a commitment to any particular funding or orders. We know that the University will likely contract with several firms, allowing JMU to maximize the value for their projects, and that we will likely be in competition with other firms for the work we bid on. We assume the competition will be not only for lowest price, but will also consider best value. We welcome that sort of competition, since we believe we provide excellent value AND excellent service.

### 3.6 Purchase Orders for Each Task (RFP IV.B.6)

SEMCO understands that each project must originate with, and will be subject to, a purchase order (PO) from the University. We understand that our quote (see paragraph 3.2, above) will be incorporated in the PO as a not-to-exceed limit, and that the PO will also incorporate the schedule agreed upon and incorporated in our quote.

3.7 Additional Work Requires Written Approval (RFP IV.B.7)

We also understand that, in light of the not-to-exceed nature of the PO pricing, we are not authorized to exceed that price limit unless and until the PO is modified accordingly by the University. When changing conditions or emergent requirements necessitate additional work beyond the scope originally planned, SEMCO will notify the University in writing in advance. We will describe the additional work and cost we believe is necessary, and will await approval in the form of a modification to our PO.

3.8 Procedure(s) for SWaM Reporting (RFP IV.B.8 and also RFP VII.J.3)

SEMCO is a SWaM-certified Small Business. Our current SWaM certificate is shown below.

For work procured from SEMCO by JMU under this contract, it is our intention to perform all the contracted services ourselves. We thus provide this estimate of small business participation:

100% Estimated % of total contract amount that will be performed by a DSBSD-certified SWaM business—ourselves.

Based on RFP Paragraph VII.J.3, SEMCO understands that even though we ourselves are SWaM certified, it is still mandatory that we provide the required paperwork supporting our invoices for each task, to include Attachment E, SWaM Subcontractor Non-Capital Reporting Form.

Figure 2 is our current SWaM Certificate, valid through March 6, 2028.



Figure 2—Current SEMCO SWaM Certificate

## Section 4—SEMCO Approaches and Qualifications (Ref. RFP IV.H. Paragraphs 1-7)

### 4.1 Excellence of SEMCO Customer Service (RFP IV.H.1 and V.B.2)

SEMCO is a small business in terms of SWaM credentials, but we have big-business attitudes. When we undertake a project, we are committed to doing what it takes to complete the project successfully. We are willing and able to mobilize the resources of the company—management, field staff, and equipment—to achieve that success.

The experience and expertise of our management team as well as our field supervision is evidenced in the resumes in Subsection 4.2, below. We have the management and field staff to meet the needs of multiple customers simultaneously, and to conduct abatement projects of a size anywhere from a few thousand dollars up to a million dollars or more. (For substantiation, see the description of our Richfield Living project in Subsection 4.2.) Furthermore, our headquarters location includes not only our corporate offices but also our equipment and materials warehouses. When we mobilize for a project at JMU our personnel, equipment, and materials are always within easy reach of the University.

We believe that the measure of excellence for a service contractor rests on three pillars:

- Quality and responsiveness of management, both corporate and project,
- Quality and responsiveness of field supervision and field workers,
- Availability of all necessary equipment and supplies.

A contractor will fail to achieve excellence if any of those three pillars fall short. We believe that our performance over more than a quarter-century has demonstrated that we are a premium contractor in all those aspects. We welcome any buyer to check with our satisfied customers referenced below in Section 4.4.

A NOTE about our proposal organization:

For ease of evaluation, we have tried to arrange our proposal in the order of the requirement of the RFP. Thus, our Section 2—General Approaches—corresponds to the General Statement of Needs subsection of the RFP; Our Section 3—Operational Procedures—corresponds to the Procedures subsection of that Statement of Needs section of the RFP; our Section 4—Descriptions of SEMCO Approaches and Qualifications—corresponds to the Descriptive Statements subsection of that Statement of Needs section.

However, an RFP requirement that fits well in this subsection of our proposal is located in the Specific Proposal Instructions, RFP paragraph V.B.2—Plan and Methodology for providing the services described in Section IV. For that reason, it is included here in this subsection even though it is somewhat “out of order.” Some of the statements here are duplicative of some in other subsections, but they are combined here to emphasize our “commitment to excellence” in every phase of our work.

#### 4.1.1 Excellence in Abatement—General Operations (RFP IV.H.1 and V.B.2)

a. Commitment to Professionalism. Beginning with the receipt of the Request for Quotation from JMU, SEMCO will be committed to providing the expertise to see that each project is planned and executed with the highest level of professionalism. Every SEMCO manager and supervisor will be selected for specific relevant knowledge and experience.

- b. Management Expertise and Experience. The project manager for this contract will be Tyler Meadows, Vice President of SEMCO, who is well known to JMU as our long-time manager of many abatement projects. James Haltigan, President of SEMCO, will support Mr. Meadows on JMU projects to ensure that all SEMCO resources are available as the scope requires, as well as to provide expertise in planning and in dealing with emergent challenges
- c. Knowledge of Existing Conditions. SEMCO will do a project walkthrough in preparation for developing our bid for the project. We will put emphasis not only on verifying the project specifications but also identification of what conditions within the project area might affect our efficiency or effectiveness.

When we do our walkthrough of an abatement area, we will also be looking for conditions that may have been overlooked in other prior documents such as an inspection report. Our experience in demolition has taught us that often there are concealed areas, places that are not visible in an inspection but are likely to contain hazardous materials that, when exposed, will need to be abated. When we spot such possibilities, we will point them out to the JMU Project Manager, and we will address them in our project planning.

- d. Understanding and Clarifying the Scope. Prior to submitting our bid for a task, SEMCO will assess the scope of work for challenges that may be faced. We may offer suggestions to ensure that the requirements are met with the least likelihood for change orders or delays. Our suggestions may include changes to allow for the most efficient work methods in performing the work, or changes in scheduling to allow for the lowest possible cost to complete the work.
- e. Preparing the Project Quotation. SEMCO will prepare our plan, and quotation, to ensure including conformance with applicable Virginia standards and codes. In preparing our quote, we will also have backup data available, reflecting detailed labor and materials estimates. Each SEMCO quotation will offer our lowest feasible cost estimate for the project scope of work.
- f. Planning the Abatement. SEMCO will submit an Abatement Plan to JMU prior to the start of the task. SEMCO's designated supervisor will review the scope of work and the abatement plan with the JMU PM.
- g. Managing Change. It will be our objective to complete each project according to the plan submitted at the beginning of the project. It is not our intention to find or create change orders. However, we realize that unforeseen circumstances do arise, and we are committed to handling these changes fairly for all parties involved. Any change order work that may be required will be priced fairly and in accordance with our standard JMU pricing. The JMU PM will be notified of the required change, and SEMCO will not bill for any additional work until the resulting change order will have been be agreed and ratified by JMU.
- h. Day-to-Day Coordination. Our on-site project supervisor will coordinate his daily activities with the JMU PM or Site Supervisor. Activities which may negatively impact the staff or students at the University can coordinated be performed off-hours.
- i. Adherence to JMU Policies. SEMCO employees will strictly adhere to JMU policies. For example, we will observe parking rules on campus. If needed, we will use passenger vans to bring workers to the job site. Parking will be requested only where necessary. In all such policy considerations, our plan will be to minimize the impact of our presence on campus.
- j. Proper Handling of Waste Products. All hazardous waste products will be handled with strict adherence to Federal and State requirements. Receipts for all asbestos and lead waste materials removed from the project will be submitted promptly to the JMU PM and/or to the proper designated JMU recipient.

k. Coordination for Project Wrap-up. Once the project has been completed, our PM and/or site supervisor will meet with the University's PM and or site supervisor to go through the job and confirm that all contract obligations have been met or exceeded.

#### 4.1.2 Excellence in Abatement—SEMCO Differentiators (RFP IV.H.1 and V.B.2)

While SEMCO is one of many abatement contractors in Virginia, we believe we are in the top rank of firms for these JMU requirements. In particular, we believe our experience working with Virginia colleges and universities, combined with our focus on combining effectiveness and efficiency, makes us a best-in-class “high value” abatement contractor for this procurement. This subsection presents some details supporting that claim.

a. Experience. SEMCO has performed over a thousand abatement projects since beginning operations 29 years ago. We are proud of our ability to service all of the needs of our clients, from project as small as a single glove bag abatement to one that entails removal and demolition of all interior finishes from an entire building. We have extensive experience working with schools, hospitals, churches, institutional, and commercial properties. We have performed many projects for JMU as well as other Virginia Universities and colleges—The University of Virginia, Virginia Tech, Virginia Military Institute, Virginia Commonwealth University, Virginia State University, Hollins College, and Bridgewater College.

Throughout our projects, we are diligent in our compliance with regulations of federal and state agencies, including OSHA, DEQ, DLI, EPA, ANSI, BOCA, NFPA, and DPOR

b. Productivity. SEMCO is constantly striving to improve effectiveness and efficiency in order to provide our customers with the highest quality service available.

- We understand and accept the responsibility to assist the University's ability to continue student education, research, etc. while abatement activities are performed.
- By virtue of our years of experience in the business, combined with our record of employee retention, we will always be able to use competent and experienced staff to complete projects in a professional way.
- We create a plan for every job, and go over it in detail with each superintendent and each project manager to confirm the scope of work to be completed, the personnel to be allocated, the materials needed, the job schedule, and the inspection review.
- We take pride in keeping our job sites clean and organized throughout the project, and welcome inspections by University personnel.
- All of our personnel are mindful of the security and safety of themselves and others who may be in the work area.

c. Site Supervision. SEMCO will always provide an on-site Project Supervisor who:

- Possesses several years supervising relevant abatement projects.
- Has successfully completed an EPA and Commonwealth of Virginia accredited course to obtain an Asbestos or Lead Project Supervisor license.
- Is familiar with the best work practices and disposal procedures
- Is knowledgeable of proper protective measures for both buildings and personnel.
- Can act as the Competent Person as required by OSHA 29 CFR 1926 and to be responsible for compliance with all applicable Hazmat regulations.

- d. Campus Work and Time Constraints. SEMCO is aware that the work we do is noisy, dirty, and intrusive; we are familiar with the restrictions on this type of construction work at campus locations. We are also familiar with scheduling work to combine project needs with campus event restrictions. We will plan our work in accordance with JMU scheduling requirements. Most work will be done during normal daytime hours so as not to intrude on the campus at night. On the other hand, certain work that has to be done in classroom buildings might be intruding during normal daytime class hours, so we will have the flexibility to schedule night work when that is more desirable. Also, we understand that from time to time there will be special campus activities that we will have to schedule around. We consider all these to be “business as usual” on a campus. Finally, if necessary to meet a tight deadline. SEMCO will be flexible in scheduling multiple shifts to accommodate the deadline.

As in any project in public buildings and spaces, we know we will have to schedule our work around other activities taking place in the same areas. We will coordinate with JMU to minimize conflicts. In case of need to work in restricted areas, we will coordinate at least two days in advance. Also, in cases where our work might require shutdown of utilities in an area, we will coordinate in advance to minimize our impact on university personnel and activities.

- e. Project Documentation. SEMCO regularly supplies various required submittals for abatement projects, and would do so on this contract. These submittals include (but are not limited to):

- Certificates of HEPA Filtration Equipment Compliance
- Asbestos and Lead Abatement Plans
- Testing Laboratory Plans
- Landfill Plans
- Contingency Plans
- Notification of Regulatory Agencies
- Material Safety Data Sheets

- f. Meeting Paperwork Deadlines. SEMCO already has a Daily Record system in place in all our projects of every size. Our field supervisor fills out a Daily Record documenting:

- Who worked on the task that day, with start and stop times,
- What was accomplished that day,
- What problems were encountered, and what solutions were found, and
- What Safety Training was delivered.

These SEMCO daily records will enable us to meet a potential JMU reporting requirement with no need for additional new SEMCO paperwork. They will also provide the data for our PM to compile periodic Progress Reports when required by JMU.

An important time-sensitive paperwork submission is the asbestos notification, which normally has a 20-day notification period prior to beginning work. This is a “deadline before-the-fact,” and is crucial to meeting the work schedule. SEMCO therefore puts the notification submission(s) into the task schedule we review with the customer.

During the project the SEMCO field supervisor keeps required records such as negative pressure containment levels, who enters the containment, what material is being removed, times and names of personnel, air samples, etc. The supervisor is also responsible for turning in waste manifests, which we will turn over to the JMU Project Manager as required.

g. SEMCO Code Compliance. SEMCO takes pride in the knowledge and diligence of our project managers and field supervisors regarding the wide-ranging array of regulations and guidance from Federal, State, and Local agencies. This expertise is based not only on training, but also on our retention of our personnel—longevity in the job tends to increase knowledge and improve performance.

Also, the SEMCO working environment of knowledge and diligence in compliance with regulations and guidance is enhanced from the very top of the corporation. Our founder and President, Jim Haltigan, served ten years as a member of the Virginia Board for Asbestos, Lead, and Home Inspectors. He is recognized throughout Virginia for his expertise in the field of hazardous materials abatement

#### 4.2 Qualifications, Capability, and Experience (RFP IV.H.2 and RFP V.B.3)

##### 4.2.1 Corporate Qualifications of SEMCO (RFP IV.H.2 and RFP V.B.3)

SEMCO has been in business since 1996, completing over 1,000 asbestos, lead, and mold abatement projects throughout the State of Virginia. A significant percentage of SEMCO's abatement work over that quarter century has been in service to Virginia state entities. In addition to our work for JMU in past years, many of those projects have been performed in the education sector, working for various state colleges and universities, both directly for the state and also for general contractors on major renovation projects. In the past four years, for example, SEMCO has done 26 abatement projects for JMU and over 80 abatement projects for other Virginia colleges and universities.

SEMCO has been found to be well-qualified to perform these types of services, as evidenced by the fact that we have been awarded many multi-year open-ordering contracts of this nature by Virginia Tech University, Virginia Commonwealth University, Virginia Military Institute, James Madison University, and Radford University. In addition, we have won many competitive awards for abatement projects for general contractors throughout Virginia. Our founder and President, Jim Haltigan, has served ten years on the Virginia Board for Asbestos, Lead, and Home Inspectors. He has brought his expertise to bear in hiring, developing and training an outstanding staff of project managers and field supervisors in asbestos and lead abatement.

The experience and qualifications of our company are best demonstrated by the success of the projects we have done, as exemplified by the projects of all sizes in Subsection 4.4. Additionally, the qualifications of the company are based on the experience and qualifications of our personnel, which are covered below in Subsection 4.2.2.

4.2.2 Individual Qualifications of Key Personnel (RFP IV.H.2 and RFP V.B.3)

4.2.2(a) Key Management Personnel

For this JMU project, Tyler Meadows will be the overall Project Manager, performing what are considered “Program Manger” function in a multi-project program. In addition, Mr. Meadows will also manage some of the individual tasks issued to SEMCO, in particular, the large tasks. Mr. Meadows will be backed up by James Haltigan for managing some of the tasks, as well as for ensuring that the JMU project gets high priority in the corporate planning. This relationship, in which Mr. Meadows reports to Mr. Haltigan for corporate matters, but either one might report to the other for operational matters on a given project, has proven to be effective for SEMCO. As corporate officers, Mr. Meadows and Mr. Haltigan will treat JMU as one of our “favored clients.”

Both Mr. Haltigan and Mr. Meadows are licensed Asbestos Supervisors. Both are experienced in lead and mold project management as well, though they have not maintained lead licenses. Jason Massie, although not identified as a key person, is another available project manager who is licensed as an Asbestos Supervisor. All three of their Asbestos Supervisor licenses are included in this subsection.

**Tyler Meadows**

**SEMCO Vice President; Project Manager for this VDOT Project**

- March 2011 to Present      **Project Manager, then Vice President, SEMCO Services, Inc.**  
Mr. Meadows’ Project Manager duties since joining SEMCO have included estimating, contract negotiation, project management, invoicing, and scheduling of numerous projects. Projects include demolition, asbestos abatement, mold remediation, and lead paint abatement. Now as Vice President, Mr. Meadows is also responsible for oversight of other company managers and projects not under his direct management  
Responsible for purchasing warehouse supplies and coordination of field employees on multiple projects. Responsible for managing projects at Montgomery County Public Schools, Roanoke City Schools, Roanoke County Schools, Longwood University, Mary Baldwin College, and Eastern Mennonite University.
- August 2009 to March 2011      **Estimator, WACO, Inc.**  
Duties included estimating and project management on numerous abatement and demolition projects for the Mt. Crawford branch of WACO, Inc.

**EDUCATION**

- June 2009      Radford University, Radford, Virginia;      B. B. A., Economics

**James Haltigan**  
**President of SEMCO and Backup PM**

May 1996 to Present     **President/Owner, SEMCO Services, Inc.**  
As President and Owner, Mr. Haltigan is ultimately responsible for all activities of the company. Current operations of SEMCO include Selective Demolition, Asbestos Abatement, Lead Abatement, Mold Remediation, Concrete Cutting, Structural Shoring and MEP Demolition. Since beginning operations in 1996 SEMCO has successfully completed over 3,000 individual projects. Mr. Haltigan has managed many of them, including every type mentioned.

2014 to 2023     **Member, Virginia Board for Asbestos, Lead, and Home Inspectors**  
Mr. Haltigan served ten years (2014-2023) as a member of the Board. He, with other Board members, reviewed license applications, reviewed cases coming before the Board, and made recommendations regarding potential actions.

July 1995 to April 1996     **Environmental Consultant, Jordan Enterprises** - Worked as project monitor and asbestos inspector. Monitored abatement projects to ensure work was performed in accordance with the project design. Performed inspections to determine the presence and location of asbestos containing materials.

Nov 1985 to June 1995     **Branch Manager, WACO, Inc.** - Managed WACO's Harrisonburg branch. Managed staff consisting of Project Manager, Superintendent, and Office Manager, with field operations of up to 80 workers. Designed and implemented the Office Safety Program. Other duties included estimating, contract negotiation, project management, invoicing and scheduling of projects. Managed over 600 projects during ten years as Branch Manager.

EDUCATION

June 1984     Virginia Polytechnic Institute, Blacksburg, Virginia;     B. A., Economics

**Sandi Pritts**  
**Manager of Contracts and Administration**

March 2014 to Present     **Manager of Contracts and Administration, SEMCO Services, Inc.**  
Duties as Manager of Contracts include review and validation of proposed contracts, recording and monitoring of contracts and obligations, management of day-to-day contract administration, and invoicing of projects. Duties as Manager of Administration include management of payables and receivables, corporate accounting, management of day-to-day bookkeeping and accounting, administration of relationships with vendors, and management of personnel actions.

1970 to March 2014     **Multiple Businesses and Public Agencies**  
Prior to joining SEMCO, Ms. Pritts had over 30 years of experience in a wide variety of administrative and management positions both in commercial businesses and in non-commercial agencies. Her education and experience encompassed all the aspects of management and administration, including financial, personnel, contractual, planning, and legal functions.

MANAGEMENT PERSONNEL LICENSES (RFP IV.H.2 and RFP V.B.3)

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

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**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**ASBESTOS SUPERVISOR LICENSE**



**JAMES EDWARD HALTIGAN**  
1767 GOOSE CREEK ROAD  
WAYNESBORO, VA 22980



*Brian Wolford*  
Brian Wolford, Interim Director

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9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

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12-31-2025

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**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**ASBESTOS SUPERVISOR LICENSE**



**GREGORY TYLER MEADOWS**  
180 OAK DALE LN  
STUARTS DRAFT, VA 24477



*Brian Wolford*  
Brian Wolford, Interim Director

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

**EXPIRES ON**  
09-30-2025

**NUMBER**  
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**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**ASBESTOS SUPERVISOR LICENSE**



**JASON EDWARD MASSIE**  
416 HORSEHEAD RD  
GROTTOES, VA 24441



*Brian Wolford*  
Brian Wolford, Interim Director

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#### 4.2.2(b) Key Field Supervisory Personnel

This is not a complete list of SEMCO supervisors, but the following thumbnails indicate the depth of experience in our staff of abatement supervisors, with emphasis on (a) experience supervising abatement projects in the public sector in Virginia, and (b) likelihood of being assigned to JMU projects. We note that every one of these individuals is a licensed asbestos supervisor, two are licensed lead supervisors, and most have substantial experience in lead remediation as well. Their licenses are included here.

Josean Fantauzzi—Mr. Fantauzzi has worked in asbestos and lead abatement for 15 years, and has been a Licensed Asbestos Supervisor since 2016. He has supervised many abatement projects for Virginia colleges and universities including JMU, Virginia Tech, UVA, and VMI. He is bilingual in English and Spanish.

Michael Haltigan—Mr. Haltigan has worked in asbestos, lead, and mold abatement for over 20 years, and has been a Licensed Asbestos Supervisor since 2005. He is also a Licensed Lead Supervisor. He has supervised many abatement projects for Virginia colleges and universities including JMU, Virginia Tech, UVA, VCU, VMI and VSU.

Israel Romero—Mr. Romero has worked in asbestos, lead, and mold abatement for 20 years, and has been a Licensed Asbestos Supervisor since 2012. He has supervised numerous abatement projects for Virginia colleges and universities including JMU, Virginia Tech, UVA, VCU, and VSU. He is bilingual in English and Spanish.

Margarita Romero—Mrs. Romero was licensed as an Asbestos Worker in 2009, and licensed as an Asbestos Supervisor since 2011. She has supervised numerous asbestos abatement projects for Virginia colleges and universities including JMU and UVA. She is bilingual in English and Spanish.

Mark Wright—Mr. Wright was licensed as an Asbestos Worker in 1988, and licensed as an Asbestos Supervisor since 1990. He is also a Licensed Lead Supervisor. He has supervised numerous abatement projects for Virginia colleges and universities including JMU, Virginia Tech, and UVA.

FIELD SUPERVISORY PERSONNEL LICENSES (RFP IV.H.2 and RFP V.B.3)

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

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05-31-2025

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3302011949

**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**ASBESTOS SUPERVISOR LICENSE**



**JOSEAN FANTAUZZI**  
4 E HOLLY COURT  
HARRISONBURG, VA 22801



*K. S. Slt*

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Department of Professional and Occupational Regulation  
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Telephone: (804) 367-8500

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04-30-2025

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3302008502

**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**ASBESTOS SUPERVISOR LICENSE**



**MICHAEL CHARLES HALTIGAN**  
499 EAGLE ROCK LN  
STAUNTON, VA 24401-0000



*K. S. Slt*

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9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

**EXPIRES ON**  
11-30-2025

**NUMBER**  
3353002050

**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**LEAD ABATEMENT SUPERVISOR LICENSE**



**MICHAEL CHARLES HALTIGAN**  
499 EAGLE ROCK LN  
STAUNTON, VA 24401-0000



*Bauman*

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)

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

**EXPIRES ON**  
04-30-2025

**NUMBER**  
3302010583

**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**ASBESTOS SUPERVISOR LICENSE**

 **ISRAEL ROMERO**  
 38 MILLPORT CT  
 WEYERS CAVE, VA 24486-0000

  
*Katherine S. Seltzer*

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)

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

**EXPIRES ON**  
03-31-2025

**NUMBER**  
3302010243

**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**ASBESTOS SUPERVISOR LICENSE**

 **MARGARITA ROMERO**  
 38 MILPORT COURT  
 WEYERS CAVE, VA 24486

  
*Katherine S. Seltzer*

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)

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

**EXPIRES ON**  
09-30-2025

**NUMBER**  
3353001916

**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**LEAD ABATEMENT SUPERVISOR LICENSE**

 **MARK ALAN WRIGHT**  
 39 SOUTH FOXHALL LN  
 WEYERS CAVE, VA 24486-0000

  
*Patricia A. ...*

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)



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

**BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS**  
**ASBESTOS SUPERVISOR LICENSE**  
**NUMBER: 3302002687 EXPIRES: 06-30-2025**

**MARK ALAN WRIGHT**  
**39 SOUTH FOXHALL LN**  
**WEYERS CAVE, VA 24486-0000**



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

#### 4.3 SEMCO Management Contacts for JMU (RFP IV.H.3)

The following SEMCO Managers will have full cognizance of—and responsibility for—the JMU contract. Their positions in the company are described in Subsection 1.1.2 of this proposal. Their credentials are detailed above, in Subsection 4.2.2(a).

- Jim Haltigan, President of SEMCO, will have full cognizance of all aspects of the contract, the project work, and full authority to make decisions for SEMCO.
- Tyler Meadows, Vice President of SEMCO, will also have full cognizance and authority of all aspects of the project, and will also be designated as the overall project manager.
- Sandy Pritts, Manager of Contracts and Administration, will be aware of all aspects of the project, and will have specific responsibility and authority over the non-operational aspects of the project such as contract administration, accounting, and personnel.

Additionally, whenever there is a task underway in the project, one or more of our field supervisors will be our on-site superintendent and will have full knowledge of the specific task he is in charge of. In Subsection 1.1.2 and Figure 1 we have identified five field supervisors, all of whom are experienced in abatement and in supervising projects of significant size. Their credentials are thumbnailed above in Subsection 4.2.2(b).

#### 4.4 Corporate Experience in Similar Engagements (RFP IV.H.4)

In the following pages we show a sample of some of our representative projects demonstrating our experience and qualifications in this type of abatement work. In this subsection we have chosen to show projects with specifically relevant criteria:

- (a) Current or recent projects,
- (b) Projects in various size ranges, and
- (c) Projects performed for Virginia universities (or, in one case, Virginia public schools).

In this listing we show our client; we also indicate the owner of the property, if different from our client. We show the dollar size of the project. We show the last date of work on the project as the end date, even though the final paperwork and invoice might have been some time after the last service. And very importantly, we provide contact information.

#### 4.4.1 Small-to-Moderate size projects (Under \$50K)

SEMCO Client: University of Virginia (UVA)  
Project Owner, if different: (Same)  
Project Name and Size: 23035A—UVA Shelburne Auditorium; \$13K  
Begin and End Dates: 02/03/2023 – 04/12/2023  
Project Description: Remove floor tile and mastic (FT&M) from the auditorium of Shelburne Hall. Also remove FT&M from storage room #328, and remove the 3 light fixtures.  
Contact Information: Andy Richmond, 434-982-5693, asr6nt@Virginia.edu

SEMCO Client: Virginia Tech  
Project Owner, if different: (Same)  
Project Name and Size: 22167A—VT Norris Hall Façade; \$26K  
Begin and End Dates: 07/27/2022 – 08/11/2022  
Project Description: Remove mortar and asbestos containing caulk from 565sf of hokie stone at Norris Hall. Remove mortar and caulking from the band up to the coping stones to a depth of 1" and then remove the ACM caulking. Remove the lead band between the coping stones and turn over to VT for recycling.  
Contact Information: Matt Giambra, 540-231-0412, MGiambra@VT.edu

#### 4.4.2 Medium size projects (\$50K-200K)

SEMCO Client: James Madison University (JMU)  
Project Owner, if different: (Same)  
Project Name and Size: 23060A—JMU South Main Houses; \$52K  
Begin and End Dates: 03/01/2023 – 05/24/2023  
Project Description: Removal of 120SF in kitchen and 30SF in bathroom of 1617 S. Main Street. Remove 80' TSI in attic, 275SF joint compound in lower level, 300SF ceiling tile mastic in basement of 1625 S. Main St. Remove 30SF of floor in pantry and 350SF of textured ceiling in the 1st floor of 1641 S. Main St. Remove all lead painted items and prepare and box for disposal as hazardous waste from 1617 and 1641 South Main St. Houses.  
Contact Information: Frank Viscomi, 540-568-3692, ViscomFA@JMU.edu

SEMCO Client: University of Virginia (UVA)  
Project Owner, if different: (Same)  
Project Name and Size: 22239A—UVA University Garden Apartments; \$147K  
Begin and End Dates: 10/24/2022 – 04/18/2023  
Project Description: Remove all asbestos-containing materials from apartments in preparation for demolition of the units. This includes removing asbestos contamination (if any) in the soil under the units, to a depth of at least three inches.  
Contact Information: Andy Richmond, 434-982-5693, asr6nt@Virginia.edu

#### 4.4.3 Large projects (>\$200K)

SEMCO Client: Simpson Unlimited, Inc.  
Project Owner, if different: Washington & Lee University (W&L)  
Project Name and Size: 23130A—W&L Sydney Lewis Roof; \$249K  
Begin and End Dates: 05/19/23 – 09/05/2023  
Project Description: Complete removal of existing roofing field from all roofs on building, other than Sections 4&9. Includes removal of all flashing & mastics on parapets and penetrations. Roofing contractor to provide lift, we provide hopper.  
Phase 1: 25,788 SF; Phase 2: 27,900 SF + 3,013 LF of flashing to remove.  
Contact Information: Cesar Rivas, 703-927-8769, Cesar@SimpsonUnlimited.com

SEMCO Client: Nielsen Builders  
Project Owner, if different:  
Project Name and Size: 23043AD—Wenonah & Wayne Hills Schools; \$630K  
Begin and End Dates: 02/14/2023 – 12/28/2023  
Project Description: Wenonah abatement: Remove FT&M from 30 mech. units; clean lead paint from 40 weld locations; clean block filler off walls for 190 holes.  
Wayne Hills abatement: Remove all mech system asbestos insulation; clean lead paint from 30 weld locations; clean block filler off walls for 120 holes.  
(NOTE: Project total budget also included related demolition activities.)  
Contact Information: Adam Goodrich, 540-434-7376, AGoodrich@nielsen-inc.com

#### 4.5 SEMCO Safety Experience (RFO IV.H.5)

Because of the business areas SEMCO works in, including not only abatement but also demolition, we are subject to many OSHA/VOSH inspections. In the past five years, we have had three such inspections that resulted in citations for violations. Two of the three violations were related to general job-site safety considerations, not to the abatement activities or the safety of how we were dealing with the abated materials. Only one was related to mishandling of abated material. In each of the three instances, we immediately corrected the violation, then conducted specific safety training for our field supervisors regarding the particulars of the violations.

#### 4.6 Cancelled and/or Not Renewed (NONE) (RFP IV.H.6)

At no time in the past five years has SEMCO lost a contract, or has a SEMCO contract been canceled for cause. The only contract cancellations we have suffered have been when the property owner canceled their project with the General Contractor, causing the GC to have to cancel our abatement and/or demolition contract.

#### 4.7 SEMCO Response Times (Ref. Sec. IV.B.1-3 and RFP IV.H.7))

RFP Section IV.B paragraphs 1-3 indicate the JMU requirement for prompt responses from its contractor. SEMCO is in full accord with those requirements, and we commit to the schedule(s) described in those RFP paragraphs and in our Subsections 3.1, 3.2, and 3.3:

- Within two days of the JMU request, arrange a site visit with the JMU PM;
- Within three days of the site visit, deliver our quote for the project/task;
- Within no more than 8 hours (for SEMCO, generally less) of notification of an emergency need, mobilize our team on site.

Section 5—Pricing Schedule (RFP Section X)

5.1 Labor Rates (RFP Section X, particularly the 3<sup>rd</sup> and 4<sup>th</sup> paragraphs)

As specified in the RFP, SEMCO is providing labor rates for three categories of field personnel—Supervisor, Leadman, and Worker/Laborer. Those category rates are applicable for all three abatement categories, so they are presented in a simplified tabular format. The Abatement Leadman would be a worker who is especially experienced and able to help the Supervisor run the job.

In addition to direct wages, the rates include all labor expenses, such as:

- payroll-specific costs—benefits, payroll taxes, insurances, etc.
- employee payroll time benefits—vacation, holidays, sick time, etc.
- travel expenses, when employees have significant travel from their homes to the job site.

By factoring these costs into the labor rates, none of the labor expenses will subsequently show as separate line items in the T&M billing. This complies with the third paragraph of Section X.

HOURLY LABOR RATES			
Personnel	Normal Working Hours	Overtime	Holidays
Abatement Supervisor	\$65.03	\$97.54	\$130.06
Abatement Leadman	\$57.84	\$86.76	\$115.68
Abatement Worker/Laborer	\$50.78	\$76.17	\$101.56

5.2 Pricing of Other Direct Costs (RFP Section X, two final bullet points)

Per the referenced RFP “bullet” items, we have included a comprehensive listing of materials, equipment, and miscellaneous costs to the project (e.g., permit fees, disposal costs). They are shown in the following table, which is our standard-format basis for T&M billing. (Note that the labor rates are duplicated, since they are a part of our standard billing table.)

**SEMCO Services, Inc. T&M Cost Parameters**

**597 Lee-Jackson Highway  
Staunton, VA 24401**

**Phone: 540-885-7480  
Fax: 540-885-7690**

**I. LABOR**

<u>Classification</u>	<u>Unit</u>	<u>Rate</u>
Supervisor	hour	\$65.03
Supervisor-Overtime	hour	\$97.54
Supervisor-Holiday	hour	\$130.06
Leadman	hour	\$57.84
Leadman-Overtime	hour	\$86.76
Leadman-Holiday	hour	\$115.68
Worker/Laborer	hour	\$50.78
Worker-Overtime	hour	\$76.17
Worker-Holiday	hour	\$101.56

**II. MATERIALS**

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
Asbestos Signs	each	\$0.88
AB Disposal Bags	each	\$1.36
Barricade Tape	roll	\$18.74
Disposable Suits - Poly Pro	each	\$4.85
Disposable Suits - Tyvek	each	\$10.26
Drying Towels	box	\$42.86
Duct Tape	roll	\$6.95
Painters Tape	roll	\$8.61
Encapsulant - Lock Down	gal	\$19.87
Encapsulant - Bridging	gal	\$42.68
Floor Buffer Pads	each	\$8.56
Glovebags - Linked	roll/25	\$551.25
Glovebags - Single	each	\$44.60
Gloves - Latex	pr	\$3.98
Mastic Remover Solvent	gal	\$27.18
Mylar Flex Duct	each	\$83.86
Peel-Away - Gal	gal	\$44.00
Pre-Filter - 1/2"	each	\$1.96
Pre-Filter - 2"	each	\$12.96
Poly - 6 mil Clear	roll	\$127.00
Poly - 6 mil Black	roll	\$127.00
Poly - Neg Air Tubing	roll	\$94.30
Rags (case)	box/25lbs	\$36.99
Respirator Filter - 1/2 Face	each	\$18.68
Shower Filter - Bags	each	\$26.48
Spray Adhesive	each	\$13.29
Trash Bags	box	\$34.49
Vacuum Bags	each	\$11.49

### III. EQUIPMENT

<u>Description</u>	<u>Unit</u>	<u>Daily Rate</u>
Airless Sprayer	each	\$26.00
Floor Buffer	each	\$55.00
Floortile Stripper Machine	each	\$99.00
Garden Sprayer	each	\$4.00
Hot Water Heater	each	\$8.00
HEPA Vacuum	each	\$38.00
Ladders (6',8' & 10' Step)	each	\$8.00
Manometer	each	\$16.00
Negative Air Machine	each	\$43.00
Portable Shower Decon Unit	each	\$160.00
Safety Harness - Full Body	each	\$26.00
Truck - Enclosed	each	\$164.00
Truck - Dump	each	\$286.00

### IV. SERVICES

<u>Description</u>	<u>Unit Price</u>
Mobilization Fee	\$800.00
Asbestos Disposal - Bag	\$14.80
Samples - Air	\$18.00

### V. ALL OTHER COSTS

	<u>Unit</u>	<u>Cost</u>
SUBCONTRACTORS	Invoice	Invoice + 10%
PERMIT FEES	Invoice	Invoice + 15%
DISPOSAL COSTS	Invoice	Invoice + 15%
EQUIPMENT RENTAL	Invoice	Invoice + 15%
ANY OTHER DIRECT COSTS	Invoice	Invoice + 15%
FINANCE CHARGES	Direct Costs	No Mark-up
BONDING	Direct Costs	No Mark-up



ATTACHMENT B

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

Offeror Name: SEMCO SERVICES, INC. Preparer Name: Ken Rhodes

Date: 03/15/2025

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

If yes, certification number: 649188 Certification date: 03-06-2023

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: Hazardous Materials Abatement Services—RFP #MPM-1223  
 Date Form Completed: 03/16/2025

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

Offeror / Proposer:

SEMCO Services, Inc.                      597 Lee Jackson Hwy Staunton, VA 24401  
 Firm    Address

Kenneth Rhodes, Assistant to the President (540) 885-7480  
 Contact Person/No.

Subcontractor's Name and Address	Contact Person & Phone	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Amount	Total \$ Paid Subcontractor to Date
	NOTE: It is the intention of SEMCO Services, Inc., to perform all the work of this JMU contract without subcontractor assistance. If a time comes when we find it necessary to acquire subcontractor assistance, we will submit an updated SWaM Utilization Plan at that time.				

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

**RETURN OF THIS PAGE IS REQUIRED**

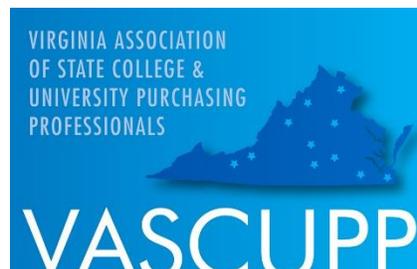


# Request for Proposal

## **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***

## ***TABLE OF CONTENTS***

I.	PURPOSE .....	Page	1
II.	BACKGROUND .....	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION .....	Page	1
IV.	STATEMENT OF NEEDS .....	Page	1
V.	PROPOSAL PREPARATION AND SUBMISSION .....	Page	4
VI.	EVALUATION AND AWARD CRITERIA .....	Page	8
VII.	GENERAL TERMS AND CONDITIONS .....	Page	8
VIII.	SPECIAL TERMS AND CONDITIONS .....	Page	16
IX.	METHOD OF PAYMENT .....	Page	22
X.	PRICING SCHEDULE .....	Page	22
XI.	ATTACHMENTS .....	Page	23
	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. <a href="#">JMU Design &amp; Construction Guidelines</a> (separate attachment)		

## **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**

- Offeror Data Sheet
- SWaM Utilization Plan
- Sample of Standard Contract
- Zone Map
- SWaM Subcontractor Non-Capital Reporting Form (separate attachment)
- [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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

YES  NO

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offeror / Proposer:

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

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

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

**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)

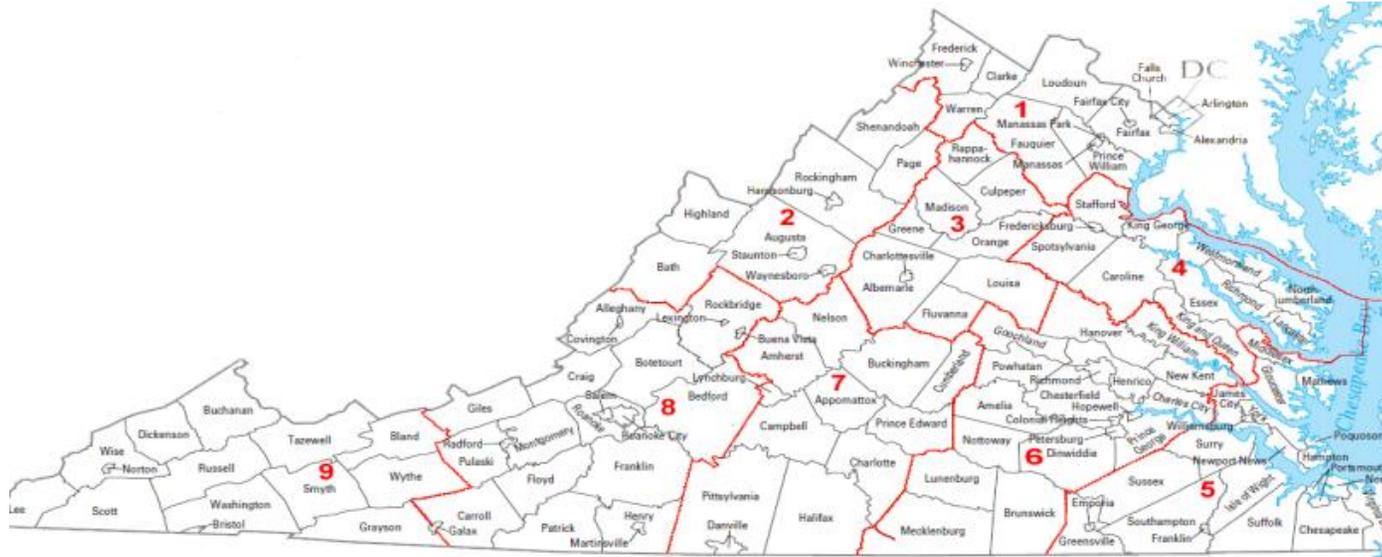
\_\_\_\_\_  
(Printed Name)

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)