



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU7170

This contract entered into this 22nd day of April 2025, by Southern Environmental 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 14, 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)

Keith Cronan

(Printed Name)

Title: Project Manager

PURCHASING AGENCY:

By: 
(Signature)

Michael Morrison

(Printed Name)

Title: Lead Contract Officer and PM

SOUTHERN ENVIRONMENTAL SERVICES, INC.

4/18/2025

Keith Cronan – Project Manager
804-257-7900
kcronan@southernenv.com

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. Southern Environmental 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.

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.

[illegible]

NEGOTIATION SUMMARY**SOUTHERN ENVIRONMENTAL SERVICES, INC.****MATERIALS**

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
Disposable Suits	Box	58.35
Rubber Boots	Pair	21.22
Leather Gloves	--	9.01
Disposacon	--	250.00
Six Mil Poly	Roll	85.00
Glove Bags	--	12.45
Asbestos Bags	Roll	55.70
Duct Tape	Roll	5.53
Vacuum Bags	--	7.43
½" Pre Filter	Roll	84.87
2" Pre Filter	Each	7.43
Disposable Bags	Box	29.50
Disposable Towel	Box	31.83
Spray Glue	Each	5.31
Encapsulant	5 Gal	65.00
Barrier Tape	Roll	14.85
Grinder Wheels	--	4.24
½ Face Filter	Pair	15.00
½ Face Chem Filter	--	14.85
Mastic Remover	Gal	27.00

RENTAL EQUIPMENT

<u>Description</u>	<u>Daily Rate</u>
Trailer Decon Unit	750.00
Airless Sprayer	21.22
Negative Air Equipment	26.53
Manometer	15.92
Scaffold/Lift	Cost
Extension Cords	10.61
Small Hand Tools	26.53
Generator (56W)	Cost
Generator Fuel	4.00
Generator (6000W)	68.96
Fall Protection Equipment	26.53
24' Truck	159.13
Other Rental Equipment	Cost

PERMITS & DISPOSAL

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
Asbestos Permits	--	Cost
Disposal, Per Bag	--	26.53
Disposal, Per 100 yard trailer	--	3500.00

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; 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:

Southern Environmental Services, Inc.

1438 Anderson Highway

Powhatan, VA 23139

By:


(Signature)

Name:

Keith Cronan

(Please Print)

Date: March 14, 2025

Title:

Project Manager

Web Address: southernenv.com

Phone:

804-257-7900

Email: kcronan@southernenv.com

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.



SOUTHERN ENVIRONMENTAL SERVICES, INC.

• *SPECIALTY CONTRACTOR*

PROPOSAL FOR
HAZARDOUS MATERIALS ABATEMENT SERVICES
RFP# MPM-1223

FOR

JAMES MADISON UNIVERSITY

March 14, 2025

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March 14, 2025

James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

RE: RFP# MPM-1223
Hazardous Materials Abatement Services

To the Evaluation Committee:

SECTION V.B.2 – PLAN AND METHODOLOGY FOR PROVIDING SERVICES AS DESCRIBED IN SECTION IV. STATEMENT OF NEEDS OF THIS REQUEST FOR PROPOSAL:

Southern Environmental Services, Inc. has completed numerous asbestos abatement projects under the expiring 10-year James Madison University Asbestos Abatement Services Contract #UCPJMU4424, working primarily with Frank Viscomi. Refer to the attached report listing the projects under this contract.

In addition, Southern Environmental Services, Inc. abated the asbestos as a subcontractor to S.B. Cox, Inc. on demolition projects such as the East Tower, Gibbons Dining Hall, Rockingham Hall, Chandler Hall, and Ikenberry Hall, and we are currently working on the East Campus Boiler Plant project.

Our approach to this project would be similar to other contracts of this type in that we will insure proper staffing, equipment, and materials in order to safely and efficiently complete the projects in a timely manner and which is consistent with the project specifications. Most abatement projects encountered require specific, individual requirements that would need to be addressed in planning and execution. Site visits will typically be made in order to provide pricing to the University. Our terms, warranties, and pricing to James Madison University will be comparable to that we provide to all our clients.

Southern Environmental Services, Inc. owns and maintains dozens of negative air machines, eight manometer pressure recorders, dozens of powered air-purifying respirators, eight box trucks, two dump trucks, portable generators, floor buffers, needle peen guns, and numerous mechanical tools.

Southern Environmental Services, Inc. considers the safety and the health of our clients and our employees to be the number one priority. Circle Safety & Health, LLC was retained to help develop our written company safety manual years ago. The manual is updated frequently as the regulations change, including the recent revisions to the Hazard Communication standard.

SECTION V.B.3 – A WRITTEN NARRATIVE STATEMENT TO INCLUDE, BUT NOT LIMITED TO, THE EXPERTISE, QUALIFICATIONS, AND EXPERIENCE OF THE FIRM AND RESUMES OF SPECIFIC PERSONNEL TO BE ASSIGNED TO PERFORM THE WORK:

Keith F. Cronan has 38 years experience estimating and managing asbestos and lead abatement, and mold remediation projects, and was appointed to by Virginia Governor Timothy Kaine as a Member of the Virginia Board for Asbestos, Lead, and Home Inspectors for the Virginia Department of Professional and Occupational Regulation (2006 – 2010). Reappointment to the Board was made by Virginia Governor Robert McDonnell for a second consecutive term (2010 – 2014), and Mr. Cronan served as Board Chairman (2009 – 2014).

David A. Chandler (President) has 37 years experience estimating and managing abatement projects, with 30 years at Southern Environmental Services, Inc.

Southern Environmental Services, Inc. has seven Virginia-licensed asbestos field supervisors with at least four years of experience, and over 50 workers on job sites at this time. All field supervision employees have current First Aid/CPR/AED training cards and Mobile Equipment Work Platform cards. Most employed Asbestos Workers have Mobile Equipment Work Platform cards. We have a relationship with several environmental labor staffing firms that provide us with additional certified and licensed workers as needed on a temporary basis for large projects. Therefore, Southern Environmental Services, Inc. can commit the necessary personnel and resources to James Madison University for this contract work.

Primary Contact:	Keith F. Cronan, Estimator/Project Manager 804-400-9367 mobile (Asbestos Supervisor license 3302000003 – 3rd person in Virginia) (Asbestos Project Designer license 3305000008 – 8th in Virginia) (Asbestos Inspector license 3303000073) (Lead Abatement Supervisor license 3353000008 – 8th in Virginia) (Lead Project Designer license 3357000005 – 5th in Virginia) (OSHA 30-hour card 36-601463042)	
Alternate Contact:	David A. Chandler, President (Asbestos Supervisor license 3302011656)	804-400-9709 mobile
Field Supervisor:	Darryl Glover, 36 years experience (Asbestos Supervisor license 3302000984) (OSHA 30-hour card 14-600977281)	804-852-7862 mobile
Field Supervisor:	Hector Espana, 26 years experience (Asbestos Supervisor license 3302007695) (Lead Worker license 3351000875) (OSHA 10-hour card 18-006046671)	804-400-1329 mobile

Field Supervisor:	Roman Hernandez, 26 years experience (Asbestos Supervisor license 3302007697) (Lead Worker license 3351004130) (OSHA 30-hour card 18-602020257)	804-888-1530 mobile
Field Supervisor:	Tony Teo, 10 years experience (Asbestos Supervisor license 3302011248) (OSHA 30-hour card 18-602020255)	804-610-4077 mobile
Field Supervisor:	Daheem Stephens, 4 years experience (Asbestos Supervisor license 3302013150)	718-419-9532 mobile
Field Supervisor:	Demontrel Burse, 4 years experience (Asbestos Supervisor license 3302013149)	804-943-6746 mobile
Field Supervisor:	Julian Chambers, 4 years experience (Asbestos Supervisor license 3302013046)	754-801-2397 mobile

Southern Environmental Services has been in business for thirty-six (36) years, and is a well-respected specialty contractor focusing on asbestos abatement, lead paint abatement, HAZWOPER activities, mold remediation, and selective demolition services. We are proud of our ability to successfully complete projects on time and within budget for our customers. We are known within the industry for consistently meeting or beating the project schedules, and have the capabilities in manpower and financial stability to fully staff all of the projects we undertake. In the history of the firm, we have completed thousands of projects of similar size and scope that would be administered under this Contract.

Southern Environmental Services, Inc. currently has a VASCUPP contract with James Madison University that is in its ninth out of possible nine renewal periods. Under the VASCUPP umbrella, we are one of only four firms prequalified for asbestos abatement projects at the University of Virginia. Using the VASCUPP contract, we have done work for other colleges and some municipalities. In the past, we have completed hundreds of asbestos abatement projects at other colleges including but not limited to the Virginia Military Institute (Scott Shipp Hall window abatement in 2019 and 2021), University of Virginia, Virginia Tech, William and Mary, Radford University, Liberty University, Longwood University, Hampden-Sydney, Roanoke College, University of Mary Washington, and Richard Bland College, working directly for the institutions or as a subcontractor to a General Contractor. In addition, Southern Environmental Services, Inc. has asbestos maintenance contracts with the University of Richmond, Virginia Military Institute, and Virginia Commonwealth University.

Southern Environmental Services, Inc.'s Virginia license numbers with DPOR are as follows:

Class A Contractor	2701034008
Asbestos Contractor	3306000157
Lead Abatement Contractor	3358000071

Southern Environmental Services, Inc. is registered as an S Corp in the Commonwealth of Virginia.

Southern Environmental Services, Inc. can provide Commonwealth of Virginia Standard Performance, Payment, and Bid Bonds when requested by James Madison University.

Southern Environmental Services, Inc. is a certified SWaM Small Business. The certification number with the Virginia Dept. of Small Business and Supplier Diversity is 659064 and it is valid until August 8, 2027.

Southern Environmental Services, Inc. is located in Powhatan, VA which is just west of Richmond. Our office is only 2 hours from the James Madison University campus, well within our normal range for estimating and managing projects.

We accept electronic payments (ACH) to our bank account, but no longer accept credit card payments.

If you have any questions, or need additional information, please contact our office and we will respond in an expedient manner. Thank you for consideration of our firm for this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Keith Cronan', with a long horizontal flourish extending to the right.

Keith Cronan
Estimator/ Project Manager

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 36 Months 6

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 #
James Madison University	10 years	University Services Bldg. Room 201C, MSC 7004 Harrisonburg, VA 22807	Gary Shears 540-568-2850
University of Virginia	9 years	575 Alderman Road Charlottesville, VA 22903	Andrew Richmond 434-982-5439
S.B. Cox, Inc.	36 years	901 Potomac Street Richmond, VA 23231	Mike Fanelli 804-222-3500
St. Mary's Hospital	11 years	5801 Bremon Road Richmond, VA 23226	Ron Britton 804-380-5279
Skanska USA	5 years	110 10-1/2 Street Charlottesville, VA 22903	Chris Rhodes 615-337-4823

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

Southern Environmental Services, Inc.

1438 Anderson Highway

Powhatan, VA 23139

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 [x] NO

IF YES, EXPLAIN:

ATTACHMENT B

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

Offeror Name: Southern Environmental Services, Inc. **Preparer Name:** Keith Cronan**Date:** 3/4/25Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☒ No ☐If yes, certification number: 659064 Certification date: 8/8/22Is 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

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

Date Form Completed: 3/4/25

<u>Southern Environmental Services, Inc.</u>	<u>1438 Anderson Highway, Powhatan, VA 23139</u>
Firm	Address

Contact Person/No.

[illegible]

RETURN OF THIS PAGE IS REQUIRED

Southern Environmental Services, Inc**633 JAMES MADISON UNIVERSITY**

2444 HILLSIDE HALL	77,000.00	05/18/2015
2450 JMU - GIBBONS HALL	4,690.48	05/20/2015
2451 LAKESIDE A	26,540.50	06/01/2015
2456 WARREN POST OFFICE	99,237.74	07/01/2015
2457 POWER PLANT YARD	1,254.50	05/15/2015
2463 JOHNSTON HALL	1,698.20	05/28/2015
2467 CHANDLER HALL	8,448.00	06/15/2015
2477 HILLSIDE HALL COMPUTER LAB	2,702.17	06/15/2015
2488 KEEZLE HALL - ROOM 308	3,275.00	07/20/2015
2492 738 S. MAIN ST. - JMU CAMPUS	82,264.46	08/17/2015
2611 JMU - LAKESIDE	3,088.51	05/10/2016
2770 JMU MAURY STEAM TUNNEL	51,616.89	06/26/2017
2839 JMU - WILSON HALL	96,666.36	03/12/2018
2978 JMU - BELL HALL	71,335.72	05/13/2019
2999 WHITE HALL - JMU CAMPUS	1,495.85	05/24/2019
3001 JMU - WEAVER HALL	890.45	05/24/2019
3002 JMU - CHAPPELEAR HALL	1,894.98	05/24/2019
3003 JMU - FREDERICKSON HALL	1,786.65	05/24/2019
3004 JMU - HILLCREST ANNEX	2,954.08	05/28/2019
3005 WILSON TELECOM - JMU CAMPUS	1,422.47	06/07/2019
3014 JMU - HANSON HALL	1,274.10	07/24/2019
3015 JMU - HUFFMAN HALL	2,285.22	07/24/2019
3016 JMU - GARBER HALL	3,971.71	07/24/2019
3017 JMU - DINGLEDINE HALL	3,753.37	07/24/2019
3018 JMU - IKENBERRY HALL	1,822.00	07/24/2019
3019 JMU - 217 PORT REPUBLIC ROAD	2,035.38	06/13/2019
3021 JMU - MAURY HALL	10,588.22	07/26/2019
3044 JMU - JACKSON HALL	78,744.41	09/05/2019
3047 ABANDONED HOUSE - 705 OAK HILL DR	65,892.74	09/05/2019
3057 JMU - GODWIN HALL	828.82	09/03/2019
3058 JMU - MAURY HALL	816.52	09/03/2019
3064 WWC PENTHOUSE ME ROOM - JMU	904.76	09/16/2019
3117 JMU - MCGRAW-LONG HALL	113,973.96	05/18/2020
	827,154.22	

Southern Environmental Services, Inc**673 UNIVERSITY OF VIRGINIA**

2578 OLD MEDICAL SCHOOL	9,191.00	02/20/2016
2601 UVA-LOWER MEWS	38,210.00	05/23/2016
2609 UVA - MCKIM HALL	3,840.00	05/14/2016
2613 UVA-CARRUTHERS HALL	9,888.00	06/11/2016
2636 MECHANICAL ENGINEERING BLDG	7,750.00	07/09/2016
2639 UVA-OLSSON HALL	3,192.00	07/16/2016
2647 UVA-THORNTON HALL	5,266.00	07/30/2016
2657 UVA-CLEMONS LIBRARY	116,174.38	08/15/2016
2663 UVA - HOTEL B	6,529.00	08/16/2016
2664 UVA - BROOKS HALL	6,860.00	08/20/2016
2672 HOTEL B - 1ST FLOOR	21,364.00	09/12/2016
2683 UVA - THORNTON HALL	14,997.00	10/24/2016
2714 UVA-PRIVATE CLINICS	385.00	02/13/2017
2715 UVA-STEAM TUNNEL	42,522.00	01/16/2017
2721 UVA - CORNER BUILDING	122,085.00	01/10/2017
2725 MCKIM HALL	8,448.00	02/03/2017
2734 UVA - OLSSON HALL	141,429.00	03/15/2017
2751 CORNER BUILDING CHILLER	4,255.00	04/21/2017
2754 CORNER BLDG - MTHW PIPE	9,442.00	05/01/2017
2758 OLSSON HALL CHUTE RENTAL	4,710.00	04/18/2017
2761 UVA - OLD CABELL HALL	31,438.00	05/05/2017
2762 WITHERS-BROWN AHU1-UVA	3,743.00	05/25/2017
2763 UVA - MAURY HALL	34,374.00	05/27/2017
2801 UNIVERSITY OF VIRGINIA	613.00	10/28/2017
2807 CARRUTHERS HALL	21,218.00	10/14/2017
2826 MCLEOD PARKING GARAGE	7,611.00	01/22/2018
2871 1939 IVY ROAD	6,600.00	06/04/2018
2880 UVA - OLD MEDICAL SCHOOL	16,027.00	06/18/2018
2883 UVA - MEMORIAL GYM ROOM 131	6,766.00	06/25/2018
2896 UVA-MEMORIAL GYM BASEMENT	39,089.20	08/03/2018
2899 UVA - TUNNEL X - CAMPBELL HALL	16,973.00	08/13/2018
2920 SUHLING WING - ROOM 7016	2,126.00	09/14/2018
2928 UVA - CARRUTHERS HALL	74,076.69	10/15/2018
2929 OLSSON HALL	5,263.00	10/08/2018
2938 UVA BARRINGER WING	1,400.00	10/25/2018
2945 OLD MEDICAL SCHOOL	3,036.00	11/01/2018
2979 UVA - CARRUTHERS HALL	4,000.00	05/01/2019
2986 UVA - MATERIALS SCIENCE BUILDING	7,362.00	05/20/2019
2990 UVA-OLD MEDICAL SCHOOL PARAPET	43,154.27	05/06/2019
2991 LEAKE BUILDING - WOMEN'S RESTROOM	7,458.00	05/10/2019
2992 UVA - CAMPBELL HALL EAST END	24,686.00	05/22/2019
2996 UVA - ZEHMER HALL	9,480.00	05/31/2019
3008 UVA - OLSSON HALL TUNNEL	22,321.00	07/01/2019

3009 UVA - ZEHMER HALL WINDOWS	4,221.00	07/09/2019
3011 CARR'S HILL STEAM PIPE TUNNEL	720.00	06/13/2019
3030 UVA - G014 & P300	1,829.00	07/24/2019
3046 UVA-ASTRONOMY 160, 162, 164	4,792.00	08/17/2019
3068 UVA - MECH ENG RM 206B	4,720.00	09/28/2019
3070 UVA - THORNTON HALL - D109 & D112	9,400.00	09/30/2019
3076 UVA-COURTENAY HOUSE	900.00	10/15/2019
3079 UVA - ZEHMER HALL - T212 WINDOW	489.00	10/25/2019
3080 UVA - CENTRAL WING ROOM 4700	2,275.00	11/02/2019
3081 EMMET STREET TUNNEL LEAK REPAIR	685.00	11/01/2019
3082 UVA - CAMPBELL HALL AHU #7 PUMP	552.00	11/02/2019
3091 UVA - COURTENAY HOUSE T230 BATHROOM	721.00	11/13/2019
3092 UVA-PRIVATE CLINICS 2ND FLR	48,265.00	11/15/2019
3093 UVA - MICHIE N&S WINDOWS	1,997.00	11/18/2019
3094 UVA - CARRUTHERS HALL - UREG	4,385.00	11/23/2019
3096 UVA-OLD MEDICAL SCHOOL - PARAPET PHASE 2	11,351.29	12/02/2019
3099 UVA-CARRUTHERS HALL UREG FITTINGS	8,800.00	12/17/2019
3113 UVA MECH ENGINEERING RM 315	2,229.00	01/13/2020
3122 UVA - JAG SCHOOL BASEMENT	689.00	01/22/2020
3129 UVA - 200 MIDMONT ROAD	8,872.00	02/18/2020
3147 UVA - UNIVERSITY POLICE BUILDING	9,920.00	6/1/2020
3157 MALCOLM COLE CHILD CARE CENTER	4,912.00	06/13/2020
3169 CARRUTHERS HALL 2ND FL NORTH	251,667.88	10/30/2020
3197 UVA - MONROE HALL	32,408.00	12/14/2020
3214 UVA - DYNAMICS BUILDING	348,010.89	03/01/2021
3218 OLD MEDICAL SCHOOL ROOM 3804	8,425.97	03/08/2021
3237 UVA PRIVATE CLINICS	2,828.00	05/27/2021
3238 UVA PRIVATE CLINICS	1,422.00	05/27/2021
3268 INTERNATIONAL HOUSE	3,500.00	08/30/2021
3306 MULTISTORY BLDG, CORRIDOR 3080	6,993.00	03/05/2022
3307 MULTISTORY BLDG G 103C PIPE	931.00	03/12/2022
3345 WARNER HALL	5,881.00	06/15/2022
3349 WARNER HALL- ROOM B009	2,721.00	07/07/2022
3364 TUCKER HOUSE TUNNEL GLOVEBAGS	2,222.00	08/05/2022
3367 COBB HALL STEAM TUNNEL	32,270.00	08/17/2022
3375 MCKIM HALL TUNNEL GLOVEBAGS	2,226.00	09/23/2022
3376 UNIVERSITY CHAPEL	22,315.08	01/16/2023
3387 MADISON HALL SUITE 314	8,631.00	01/16/2023
3408 MEMORIAL HALL RM B017	3,000.00	03/22/2023
3423 KERCHOF HALL RESTROOMS	53,333.95	02/13/2023
3425 UVA MULTISTORY FLOORING	16,332.00	02/18/2023
3434 MCKIM HALL G140	904.00	03/02/2023
3459 OLD MEDICAL SCHOOL PARAPET	47,101.35	06/22/2023
3474 BIG MOREA HOUSE CRAWLSPACE	44,868.94	08/21/2023
3483 AEROSPACE RESEARCH LAB TRAILER	30,475.19	10/23/2023
3595 ZEHMER HALL	194,207.16	10/21/2024
	<u>2,220,752.24</u>	

LABOR RATES			
Personnel	Normal Working Hours		Overtime/Weekend/ Holiday/Emergency Hours
Asbestos Supervisor	\$ 75.00	/hour	\$ 100.00 /hour
Asbestos Worker	\$ 52.00	/hour	\$ 72.00 /hour
Lead Supervisor	\$ 75.00	/hour	\$ 100.00 /hour
Lead Worker	\$ 52.00	/hour	\$ 72.00 /hour
Mold Supervisor	\$ 75.00	/hour	\$ 100.00 /hour
Mold Worker	\$ 52.00	/hour	\$ 72.00 /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.

Please see attached.

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)

PROJ #:

DESCRIPTION:

I. SUPERVISION

# MEN	# HOURS	RATE/ST	ST/\$	OT/\$
		75.00	-	
# MEN	# HOURS	RATE/OT		
		100.00		-

LABOR

# MEN	# HOURS	RATE/ST	ST/\$	OT/\$
		52.00	-	
# MEN	# HOURS	RATE/OT		
		72.00		-

SUBTOTAL

-

NOTE: LABOR \$\$ INCLUDE ALL COSTS + DAILY TRUCK USE & HAND TOOLS.**II. MATERIAL**

	QTY.	PRICE	TOTAL
TYVEK SUITS (BOX)		58.35	0.00
RUBBER BOOTS (PR)		21.22	0.00
LEATHER GLOVES		9.01	0.00
DISPOSA CON		250.00	0.00
SIX MIL. POLY (RL)		85.00	0.00
GLOVE BAGS		12.45	0.00
ASBESTOS BAGS (RL)		55.70	0.00
DUCT TAPE (RL)		5.53	0.00
VACUUM BAGS		7.43	0.00
1/2" PRE FILTER (RL)		84.87	0.00
2" PRE FILTER (EA)		7.43	0.00
DISPOSABLE RAGS (BX)		29.50	0.00
DISPOSABLE TOWEL (BX)		31.83	0.00
SPRAY GLUE (EA)		5.31	0.00
ENCAPSULANT (5 GAL)		65.00	0.00
BARRIER TAPE (RL)		14.85	0.00
GRINDER WHEELS		4.24	0.00
1/2 FACE FILTER (PAIR)		15.00	0.00
1/2 FACE CHEM. FILTER		14.85	0.00
MASTIC REMOVER (GAL)		27.00	0.00

SUBTOTAL

-

III. RENTAL

	QTY.	# DAYS	RATE	TOTAL
TRAILER DECON UNIT			750.00	-
AIRLESS SPRAYER			21.22	-
NEGATIVE AIR EQUIP.			26.53	-
MANOMETER			15.92	-
SCAFFOLD/LIFT COST				-
VACUUM			31.83	-
EXTENSION CORDS			10.61	-
SMALL HANDTOOLS			26.53	-
GENERATOR 56KW COST				-
GENERATOR FUEL			4.00	-
GENERATOR 6000W			68.96	-
FALL PROTECTION EQUIP			26.53	-

SUBTOTAL

0

IV. DISPOSAL

	QTY.	PRICE	TOTAL
PER BAG		26.53	0.00
OR PER 100YD TRAILER		3,500.00	-

SUBTOTAL

0.00

V. TRUCK RENTAL

	QTY.	PRICE	TOTAL
24' TRUCK		159.13	-
RENTAL EQUIP (AT COST)			-

SUBTOTAL

-

SUBTOTAL DIRECT COST SECTIONS II, III, IV, & V
(EXCLUDES LABOR FROM SECTION I)

0

OVERHEAD @ 15%

-

SUBTOTAL

0

SUBCONTRACTOR PROFIT @ 10%

-

SUBTOTAL

-

GENERAL LIABILITY ON GROSS SALE @ 1.5%

-

SUBTOTAL

-

LABOR TOTALS FROM SECTION I

-

GRAND TOTAL

-

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

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

SOUTHERN ENVIRONMENTAL SERVICES, INC

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

Certification Number: **659064**

Valid Through: **Aug 8, 2027**

Accordingly Certified

A handwritten signature in blue ink that reads "Matthew James".

Matthew James, Director

CERTIFIED

SWaM Small,
Women and
Minority-Owned

Supplier Diversity Strengthens the Commonwealth

by the Virginia Department of Small Business & Supplier Diversity

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
03-31-2025NUMBER
2701034008BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ASB CIC LACSOUTHERN ENVIRONMENTAL SERVICES INC
1438 ANDERSON HWY
POWHATAN, VA 23139

Demetrios J. Mello, Director
Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
11-30-2025NUMBER
3306000157BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS
ASBESTOS CONTRACTOR LICENSESOUTHERN ENVIRONMENTAL SERVICES INC
1438 ANDERSON HWY
POWHATAN, VA 23139

Brian P. Wolford, Director
Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
08-31-2025NUMBER
3358000071BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS
LEAD ABATEMENT CONTRACTOR LICENSESOUTHERN ENVIRONMENTAL SERVICES INC
1438 ANDERSON HWY
POWHATAN, VA 23139

Brian P. Wolford, Director
Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

DPOR License Lookup License Number 2701034008

License Details

Name	SOUTHERN ENVIRONMENTAL SERVICES INC
License Number	2701034008
License Description	Contractor
Firm Type	Corporation
Rank ¹	Class A
Address	2050 WEST MOORE ST, RICHMOND, VA 23220
Specialties²	Asbestos (ASB) Commercial Improvement (CIC) Lead Abatement (LAC)
Initial Certification Date	1989-03-21
Expiration Date	2027-03-31

- 1 Refer to the Statutory Definitions (<http://law.lis.virginia.gov/vacode/title54.1/chapter11/section54.1-1100/>) for descriptions of the rank or class of license (A, B, or C) that determines the monetary limits on contracts/projects.
- 2 Refer to the Classification Definitions (<https://law.lis.virginia.gov/admincode/title18/agency50/chapter22/section20/>) and Specialty Definitions (<https://law.lis.virginia.gov/admincode/title18/agency50/chapter22/section30/>) for detailed definitions of these classifications and specialties.

The data located on this website are not the public records of the Department of Professional and Occupational Regulation (DPOR). All public records are physically located at DPOR's Public Records Section: 9960 Mayland Drive, Suite 400, Richmond, VA 23233. While DPOR works to ensure the accuracy of the data provided online, the data available on these pages are updated routinely but may not be up to date at all times (due to document processing delays, technical maintenance, etc.).

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DPOR License Lookup build 1,480 (built 2024-04-05 04:28:10).



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Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.



The site is secure.
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

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Establishment Search Results

Establishment	Inspection Date Range	OSHA Office	Site Zip Code	State
Southern Environmental	02/27/2020 to 02/27/2025	all	all	VA

Note: Inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Results By Date

Results 1 - 14 of 14

Sort by: **Date** | Name | Office | State

[Return to Search](#)

[Get Detail](#) [Select All](#) [Reset](#)

#	Activity	Date Opened	RID	ST	Type	Scope	SIC	NAICS	Violations	Establishment Name
<input type="checkbox"/>	1	1703733.015	10/17/2023	0355125	VA	Planned	No Insp/Process Inactive	562910		Southern Environmental Services, Inc
<input type="checkbox"/>	2	1698105.015	09/18/2023	0355123	VA	Planned	No Insp/Process Inactive	562910		Southern Environmental Services, Inc
<input type="checkbox"/>	3	1645671.015	01/23/2023	0355123	VA	Planned	Partial	562910		Southern Environmental Services Inc.
<input type="checkbox"/>	4	1613965.015	08/11/2022	0355125	VA	Planned	No Insp/Other	562910		Southern Environmental Services Inc.

#	Activity	Date Opened	RID	ST	Type	Scope	SIC	NAICS	Violations	Establishment Name
<input type="checkbox"/> 5	1613558.015	08/09/2022	0355123	VA	Planned	Partial		562910		Southern Environmental Services Inc.
<input type="checkbox"/> 6	1583920.015	03/16/2022	0355123	VA	Planned	Partial		562910		Southern Environmental Services, Inc
<input type="checkbox"/> 7	1578443.015	02/15/2022	0355123	VA	Planned	No Insp/Process Inactive		562910		Southern Environmental Services Inc.
<input type="checkbox"/> 8	1546688.015	08/09/2021	0355123	VA	Planned	Partial		562910		Southern Environmental Services, Inc
<input type="checkbox"/> 9	1532124.015	05/21/2021	0355121	VA	Planned	Partial		562910		Southern Environmental Services, Inc
<input type="checkbox"/> 10	1522854.015	04/01/2021	0355125	VA	Planned	Partial		562910		Southern Environmental Services, Inc
<input type="checkbox"/> 11	1510802.015	01/19/2021	0355123	VA	Planned	Partial		562910		Southern Environmental Services Inc.
<input type="checkbox"/> 12	1495319.015	10/01/2020	0355123	VA	Planned	Partial		562910		Southern Environmental Services Inc
<input type="checkbox"/> 13	1477294.015	06/02/2020	0355123	VA	Planned	Partial		562910		Southern Environmental Services Inc
<input type="checkbox"/> 14	1470221.015	03/18/2020	0355123	VA	Planned	Partial		562910		Southern Environmental Services Inc.

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U.S. DEPARTMENT OF LABOR

Occupational Safety and Health
Administration

200 Constitution Ave NW

Washington, DC 20210

☎ 1-800-321-OSHA

1-800-321-6742

www.osha.gov

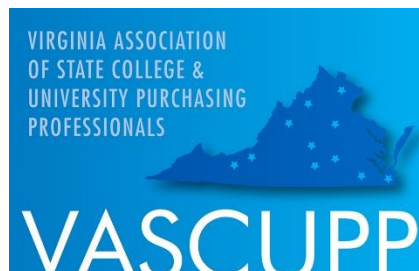


Request for Proposal

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; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____
(Signature)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # MPM-1223

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	F. JMU Design & Construction Guidelines (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.

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.
- 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’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. 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.
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:

	Points
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	20
	<hr/> 100

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

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) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a

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

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

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

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; 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 .**
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** . 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** .

- 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

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Asbestos Supervisor	\$ /hour	\$ /hour
Asbestos Worker	\$ /hour	\$ /hour
Lead Supervisor	\$ /hour	\$ /hour
Lead Worker	\$ /hour	\$ /hour
Mold Supervisor	\$ /hour	\$ /hour
Mold Worker	\$ /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 #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

Firm

Address

Contact Person/No.

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

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to 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

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