



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7172

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

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

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

PERIOD OF PERFORMANCE: From May 11, 2025 through May 10, 2026 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1223 dated February 13, 2025:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated March 17, 2025 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated April 18, 2025.

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

CONTRACTOR:

By:

A handwritten signature in black ink, appearing to read "Louis Walker".

(Signature)

Louis Walker

(Printed Name)

Title:

Vice President

PURCHASING AGENCY:

By:

A handwritten signature in black ink, appearing to read "Michael Morrison".

(Signature)

Michael Morrison

(Printed Name)

Title:

Lead Contract Officer and PM

RFP# MPM-1223 HAZARDOUS MATERIALS ABATEMENT SERVICES

4/18/2025

The Primary Point of Contact for this Contract is:

Louis Walker – Vice President
804-405-7528
lwalker@wacoinc.net

GENERAL:

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

PRICING SCHEDULE:

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable. The following pages, taken from the RFP and edited where negotiated, represent the agreed-upon pricing for this contract.

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

LABOR RATES		
Personnel	Normal Working Hours (per hour)	Overtime (per hour)
Asbestos Supervisor	49.50	71.25
Asbestos Worker	47.50	69.25
Lead Supervisor	49.50	71.25
Lead Worker	47.50	69.25
Mold Supervisor	49.50	71.25
Mold Worker	47.50	69.25

NEGOTIATION SUMMARY**WACO, INC.****MATERIALS**

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
Mastic Remover	Pail	104.30
Encapsulant	Pail	44.80
Spray Adhesive	Can	4.66
Duct Tape	Roll	5.95
Painter Tape (Blue)	Roll	5.54
Barricade Tape	Roll	22.36
Protective Suit	Each	5.32
Rubber Gloves	Pair	2.76
Leather Palm Glove	Pair	2.92
Respirator Filter (1/2 Face)	Pair	9.10
Rags (25#)	Bag	26.60
Poly Sheet	Roll	84.00
Disposal Bags (75/roll)	Roll	75.60
Woven Bags	Each	0.80
Glovebags (QT10)	Each	9.24
Glovebags (QT14)	Each	12.24
Disposal Decon	Each	252.00
½" Negative Air Filter	Each	1.05
2" Negative Air Filter	Each	4.08
Negative Air HEPA Filter	Each	187.20
Poly Exhaust Tube	Roll	49.00
Reinforced Exhaust Duct	Each	30.84
Hepa Vacuum Disposal Bag	Each	12.75
Hepa Vacuum Pre Filter	Each	8.50
Hepa Vacuum Filter	Each	365.66
All Other Costs Not Listed	Counter Rate less 2% Discount	

DISPOSAL

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
Asbestos Disposal	Bag	4.67
Asbestos Disposal (30 Yard Open Top Dumpster	Dumpster	5037.00
Asbestos Disposal (53' Semi Trailer)	Trailer	6325.00
Lead Disposal	5 Gal Pail	667.00
Lead Disposal	55 Gal Drum	1218.00
Lead Disposal	30 Yd Dumpster	22670.00
Mold Disposal	Bag	2.00
Mold Disposal	30 Yd Dumpster	1092.00

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:

Waco Inc.
5450 Lewis Road
Sandston, VA 23150

By: 
(Signature)

Name: Louis Walker
(Please Print)

Date: March 17, 2025

Title: Vice President

Web Address: www.wacoinc.net

Phone: (804) 405-7528

Email: lwalker@wacoinc.net

Fax #: (804) 226-3241

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES \Rightarrow ☐ 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.

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 62 Months 3

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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Please see the attached sheet

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

<u>Louis Walker - Richmond Office</u>	<u>Bobby Taylor - Mt. Crawford</u>
<u>5450 Lewis Rd</u>	<u>844 Cottontail Trail</u>
<u>Sandston, VA</u>	<u>Mt. Crawford, VA 22841</u>

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: _____

Waco Inc. - References

James Madison University

Asbestos Term Contract (2015-2025)
Contact: Michael Morrison (540)568-6181

Radford University

Asbestos Term Contract (2015-2025)
Contact: Ron James (540)831-5094

City of Charlottesville

Asbestos Term Contract (2021-2024)
Contact: Crystal Weeler (434)970-3860

County of Albemarle

Asbestos Term Contract (2017-2022)
Contact: Tom Winder (434)296-5854

Virginia Tech

Asbestos Term Contract (2023-2028)
Contact: Mary Helmick (540)231-1269

Virginia Military Academy

Chaplains Quarters (2024), Lexington, VA
Contact: Jon Harris (540)319-8014

Trex Company

Asbestos / Mold (2024/2025), Winchester, VA
Contact: Katie Florio (540)398-9697

Virginia Commonwealth University

Asbestos/Lead Paint/Mold Term Contract (2015-Present)
Contact: Katherine Barnes (804)402-5661

Chesterfield County

Asbestos/Lead Paint Term Contract (2015-Present)
Contact: Stephanie Brown (804)748-1617

ATTACHMENT B

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

Offeror Name: Waco Inc.

Preparer Name: Louis Walker

Date: 3/17/25

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: RFP # MPM-1223

Date Form Completed: 3/17/25

Hazardous Materials Abatement-JMU

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

Offeror / Proposer:

Waco Inc.
Firm

5450 Lewis Rd, Sandston VA 23150
Address

Louis Walker (804) 226-3201
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)
Environmental Supply Co. 3446 Environmental Pkwy. Richmond, VA 23231	Gary Price (804) 737-3700	626384	Environmental Materials	Approx. 20% of all contracts	N/A

(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

*Due to the regulation/licensing requirements of our business it is difficult to subcontract out any of our services. We strive to purchase material and equipment from only SWaM vendors, which is about the only place. i.e. (or any others) would be able to utilize. Thank vendors

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Asbestos Supervisor	\$ 49.50 /hour	\$ 71.25 /hour
Asbestos Worker	\$ 47.50 /hour	\$ 69.25 /hour
Lead Supervisor	\$ 49.50 /hour	\$ 71.25 /hour
Lead Worker	\$ 47.50 /hour	\$ 69.25 /hour
Mold Supervisor	\$ 49.50 /hour	\$ 71.25 /hour
Mold Worker	\$ 47.50 /hour	\$ 69.25 /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)

LABOR	Normal Work Hours	Overtime/ Holiday/Emer
Asbestos Supervisor	\$49.50	\$71.25
Asbestos Worker	\$47.50	\$69.25
Lead Supervisor	\$49.50	\$71.25
Lead Worker	\$47.50	\$69.25
Mold Supervisor	\$49.50	\$71.25
Mold Worker	\$47.50	\$69.25

MATERIALS	UNIT	COST
Mastic Remover	Pail	\$ 104.30
Encapsulant	Pail	\$ 44.80
Spray Adhesive	Can	\$ 4.66
Duct Tape	Roll	\$ 5.95
Painter Tape - Blue	Roll	\$ 5.54
Barricade Tape	Roll	\$ 22.36
Protective Suit	Each	\$ 5.32
Rubber Gloves	Pair	\$ 2.76
Leather Palm Glove	Pair	\$ 2.92
Respirator Filter - 1/2 Face	Pair	\$ 9.10
Rags - 25#	Bag	\$ 26.60
Poly Sheet	Roll	\$ 84.00
Disposal Bags - 75/Roll	Roll	\$ 75.60
Woven Bags	Each	\$ 0.80
Glovebag - QT10	Each	\$ 9.24
Glovebag - QT14	Each	\$ 12.24
Disposable Decon	Each	\$ 252.00
1/2" Neg Air Filter	Each	\$ 1.05
2" Neg Air Filter	Each	\$ 4.08
Neg Air Hepa Filter	Each	\$ 187.20
Poly Exhaust Tube - 500'/roll	Roll	\$ 49.00
Reinforced Exhaust Duct	Each	\$ 30.84
Hapa Vacuum Disposal Bag	Each	\$ 12.75
Hepa Vacuum Pre-Filter	Each	\$ 8.50
Hepa Vacuum Hepa Filter	Each	\$ 365.66
All other costs not listed	Invoice	plus 15%
DISPOSAL	UNIT	COST
Asbestos Disposal	Bag	\$ 4.67
Asbestos Disposal - 30 Yd Open Top Dumpster	Dumpster	\$ 5,037.00
Asbestos Disposal - 53' Semi Trailer	Trailer	\$ 6,325.00
Lead Disposal - 5 gallon pail	Pail	\$ 667.00
Lead Disposal - 55 gallon drum	Drum	\$ 1,218.00
Lead Disposal - 30 Yd Dumpster	Dumpster	\$ 22,670.00
Mold Disposal	Bag	\$ 2.00
Mold Disposal - 30 Yd Dumpster	Dumpster	\$ 1,092.00

Waco Inc. is please to offer our services for RFP #MPM-1223: Hazardous Materials Abatement Services. Waco Inc. is a highly qualified firm that can provide superior services for asbestos, lead and other hazardous building materials on an as-needed basis for James Madison University. Waco Inc. has been in business since 1963 and has been in the hazardous materials abatement business since the late 1970s. We have a diverse list of services we offer, through multiple offices across Maryland, Virginia, North Carolina and West Virginia. Our resources to deliver experienced crews in a timely manner is extensive. We have attached a list of references that would qualify our robust ability to perform a wide variety of projects. We would expect that all of the contacts listed under those references would say that Waco had delivered excellent customer service, qualified and courteous crews that performed the work, and that the work was done safely. Waco has a branch office in very close proximity to James Madison University, which will serve as the primary location where resources are procured. We have support staff in three other locations throughout the state if needed to supplement our Mt. Crawford office. We have attached a pamphlet that describes our company's abilities, but we encourage you to visit our website (www.wacoinc.net), which gives a tremendous amount of other detail on our capabilities, leadership, and project specifics.

Waco Inc. operates in a highly regulated industry. With that in mind, we strive to create a safety culture that works in a multitude of environments. We have two full time safety managers, who properly allocate training to our workforce, with topics ranging from OSHA 10/40, fall protection, respirator protection, confined space, first aid, aerial equipment, hazard communication, just to name a few. The propensity for inspection by OSHA is very high, therefore we make certain that all of our employees are given proper training and that all levels of required licensing and training is maintained to the highest degree. Waco has been issued one citation within the past year: Inspection 1749993, inspection date 5/22/24. Waco has contested all items in the citation and we are currently working with VDOLI to have them abated. Citation 1 Item 1(a) – VOSH claims asbestos bags must be sealed by gooseneck method and Waco claims the regulations do not require goose-necking. Citation 1 Item 1(b) – VOSH claims waste container was not properly labeled. Waco contends container was labeled but admits exact wording was not used. VOSH had agreed to reduce citation to Other-than-serious. Citation 1 item 1(c) – VOSH claims container was not closed but Waco contends that the regulation did not require container to be closed. Negotiations between Waco and VDOLI are ongoing. If there are other explanations needed for this or any other inspection related items related to our business, we would be delighted to discuss further.

Waco Inc. has had a number of opportunities to perform work under VASCUUP Member Institutions, including James Madison University. Another long-standing contract is through Virginia Commonwealth University, and is for similar services (Asbestos, Lead, Mold). The number of sales our company has had over the last twelve months with each member institution is below:

JMU - \$ 57,398.77

VCU - \$ 387,711.45

Attached you will find general company information, resume for key personnel that will oversee the contract, applicable licensing, company safety statics, insurance coverage, and a list of applicable references. Waco has been known for our ability to bring common sense, experience, and professionalism to our clients to deliver and on-time and on-budget project. Waco Inc. will firmly adhere to the requirements under Section IV.B.1-3 "Procedures" with regards to non-emergency/scheduled work, time to complete quotes for work, and response time in emergency situations. We look forward to an opportunity to continue to provide these same services to James Madison University.



Louis Walker, Vice President (804)405-7528

lwalker@wacoinc.net

Other key leadership:

Bobby Taylor, Branch Manager (540)271-1218

btaylor@wacoinc.net

Scott Harper, Superintendent (540)280-4737

sharper@wacoinc.net

Plan and methodology for providing goods/services as described in Section IV

The objective of each project is to maintain a "clean area" after abatement for the subsequent renovation/demolition work that will be done after completion. All work will be done in full accordance with all State, Federal and Local regulations regarding the handling and disposal of asbestos containing materials. Care shall be taken to protect adjacent existing surfaces, equipment and finishes to remain free from damage. Work specific practices that will be utilized on this project are discussed in this plan. All required asbestos notifications/permits will be handled by Waco Inc. prior to the start of the project.

Training and Licensing:

Prior to assignment to asbestos removal work, each employee shall have passed a worker training course approved by the USEPA and Commonwealth of Virginia DPOR and have demonstrated knowledge with regards to the hazards of asbestos, safety and health precautions, the use of and requirements for protective clothing and equipment (including respirator use and selection), and engineering control techniques and work area requirements. Each employee shall have a current license as an Asbestos Worker from the Department of Professional Regulation, Commonwealth of Virginia. A licensed and trained Asbestos Supervisor shall be present at the site during all operations and shall be the designated "competent person" responsible for asbestos removal procedures.

Medical Surveillance Program:

Prior to employment in asbestos removal operations, each employee of Waco Inc. receives a complete physical exam in accordance with requirements of 29 CFR 1926.1101 and 29 CFR 1910.134. The examination includes a detailed medical and work history, a physical examination by the Waco Inc. contract physician, chest X-Ray, pulmonary function test, and any other test deemed necessary by the physician. The physician informs the employee of the results of the examination and certifies to Waco Inc. that the employee is medically qualified for duty as an asbestos worker and can use the type of respiratory equipment required.

Air Monitoring:

a.) Personal Monitoring: Personal air monitoring will be conducted to measure the worker's 8-hour TWA. Monitored workers will be sampled continuously over the entire 8-hour work shift, not to exceed 480 minutes per TWA measurement. The TWA shall be calculated from one or more filter cassettes per monitored employee, depending on the fiber/dust load within the regulated area. The frequency at which filters are changed shall be determined by the Air Sampling Monitor. Personal samples will be collected using open-faced filter cassettes directed downward and within twelve inches of the worker's breathing zone. In addition, 30-minute excursion samples will be collected daily in accordance with OSHA requirements.

b.) Visual Inspection: After completion of asbestos removal operations in the regulated area, the Asbestos Supervisor shall perform a final visual inspection to ensure that the regulated area is free of visible debris and surface contamination. The owner has the option to hire a 3rd party monitor to perform clearance sampling. If those results do not indicate a fiber count of less than .01 fibers/cc, additional cleaning and testing will be performed until a satisfactory air test is achieved. Only at that time will the critical barriers and warning signs be removed.

Respiratory Protection:

For most projects, asbestos workers will utilize half-face air purifying respirators (North model 7700) which give a minimum protection factor of 10 times the ambient fiber level, in accordance with Table 1 in 1926.1101. These units have been selected for initial use based on an exposure assessment of the likely exposure from asbestos insulation.

Protective Clothing:

All personnel who perform removal operations or enter the regulated area for any reason will be provided with protective clothing in accordance with 1926.1101(i), consisting of whole-body coveralls equipped with head and foot coverings and gloves. When rips or tears are detected in protective clothing, such defects shall be immediately mended or the work suit replaced.

Asbestos Regulated Area:

A regulated area shall be established for the removal area in accordance with 1926.1101(g)(4)(ii) by the use of barrier tape and warning signs at all potential entrance points. Poly sheeting drop cloths will be placed on all surfaces beneath removal activity.

Decontamination - A clean change/decontamination area will be established adjacent to the regulated area in accordance with 1926.1101(j)(2) and will contain separate storage areas for work clothing and equipment and street clothing to avoid contaminated materials leaving the work site.

Containment:

Containments for friable removal will consist of critical barriers, two layers of 6 mil poly on the walls and two layers of 6 mil on the floor. Layers will be overlapped 2'. The containments will have a three-stage decontamination unit consisting of a clean room, air lock, shower room, air lock, and a dirty/equipment room. Shower will be supplied with hot and cold water. Dirty water will be pumped through a 5-micron filter sock. A bag out room will also be utilized. -.02 negative pressure will be maintained during the project.

Containments for non-friable removals will consist of critical barriers, a 3-stage decontamination unit, and negative pressure.

General Asbestos plan outline:

All friable material will be removed in a .02 negative pressure containment. The containment will be demarcated with Asbestos Warning Signs in English and Spanish

All workers inside the containment area will have proper PPE consisting of disposable suits, foot protection, hand protection, eye protection, head protection when removing items overhead, and respiratory protection.

All asbestos containing materials will be removed using the proper amount of water to keep asbestos fibers down.

Removal of floor tiles and mastic will be removed using hand tools. Remove tiles intact as much as possible. Mastic will be removed with the aid of mastic remover. Tile and mastic will first be placed in a woven bag. Then placed into two 6 mil asbestos disposal bags.

Pipe insulations within the same containment and use the wrap and cut method since the piping is to be removed as well. The piping will be wrapped in 2 layers of 6 mil poly for disposal.

Miscellaneous materials outside of a containment area: Friable pipe fittings will be removed using glove bags. Non friable materials such as duct and pipe insulation that contain asbestos mastics will be wrapped in two layers of 6 mil poly and removed intact. Drop clothes and micro traps will be utilized for these removals.

Windows caulking and glazing. 6 mil poly drop clothes will be laid inside at the point of removal. 2 layers of 6 mil poly will be taped to the inside of the window. Drop clothes will be laid outside under the window prior to removal. Once removed, the windows will be wrapped in two layers of 6 mil poly for disposal.

Door caulking will be scrapped prior to removal of doors. Drop clothes will be in place prior to removal.

Removal of roofing materials. The work area will be demarcated with danger tape and asbestos signs posted. Workers will be in suits and respirators.

Laboratory:

Ameri Sci

13635 Genito Road

Midlothian, VA 23112

(804) 763-1200

Lic # 3302000266

Location of Landfill:

Ham Sanitary Landfill
519 Roy Martin Road
Peterstown, WV 24993
(304) 753-9470
Landfill Permit # SWF-2032



5450 Lewis Road, Sandston, VA 23150 Phone (804) 222-8440 Fax (804) 226-3241

Operated Since: 1963

Mailing Address: PO Box 829, Sandston VA 23150

Company Officers

Daniel M. Walker	President
Ronald J. Rost	Vice President
Louis Walker	Vice President
Steve Williams	Vice President
Jon Coon	Vice President
Gary Drake	Vice President
Alex Howell	Vice President
Tom Carswell	Secretary/Treasurer

Business Type: Mechanical/Insulation/Contractor/Asbestos Abatement/Demolition

Bank: TRUIST (formerly BB&T)
919 E. Main Street, Suite 700
Richmond, VA 23219
Bank Officer: Charles Clark, Senior Vice President
Email: Charles.Clark@truist.com
Phone: (804) 787-1323
Fax: (804) 787-1113

Insurance Company: USI Insurance Services
4840 Cox Road, Suite 150
Glen Allen, VA 23060
Contact: Kendall Chartier
(757)663-4032

Bonding Agent: McGriff Insurance
2200 Old Brick Rd, Suite A
Glen Allen, VA 23060
804-678-5018

Dun & Bradstreet Number: 00314-0597 - D & B Rating: 3 A 2

Accounts Payable: Lisa Luck
Phone: 804-226-3244
Email: lluck@wacoinc.net
AP EMAIL: AP@WACOINC.NET

Sandston, VA
(804) 222-8440

Newport News, VA
(757) 873-2205

Mt. Crawford, VA
(540) 434-7390

Mechanicsville, MD
(301) 290-1333

Christiansburg, VA
(540) 731-9556

Winchester, VA
(540) 535-7250

Chesapeake, VA
(757) 558-3100

Bladenboro, NC
(910) 648-5468

Covington, VA
(540) 962-5161

Mt. Storm, WV
(304) 259-5115

ABOUT US:

**WACO HAS BEEN PROVIDING
SUPERIOR CONTRACTING
SERVICES SINCE 1963**



OTHER LOCATIONS:

Waco, Inc. is a privately-owned, diversified contracting firm providing a full scope of asbestos, lead and mold removal as well as PCB Ballast/Light Fixture disposal.

Headquartered in Richmond, Virginia, we have multiple locations to serve the East Coast and Midwest regions of the United States. With a long-standing reputation of excellence and years of experience, we are confident in our ability to solve your problems through progressive and innovative solutions.



38592 Brett Way, Suite 7
Mechanicsville, MD 20659
Phone: (301) 290-1333
Toll Free: (888) 742-7219

844 Cottontail Trail
Mt. Crawford, VA 22841
Phone: (540) 434-7390

153 Walters Drive NW
Christiansburg, VA 24073
Phone: (540) 731-9556

11839-A Canon Blvd.
Newport News, VA 23606
Phone: (757) 873-2205

162 Industrial Drive, Units F&G
Troy, VA 22974
Phone: (804) 822-1416

208 Martin Luther King Jr. Drive
Bladenboro, NC 28320
Phone: (910) 648-5468

710 West Locust Street
Covington, VA 24426
Phone: (540) 962-5161

172-8 Imboden Drive
Winchester, VA 22603
Phone: (540) 535-7250

ABATEMENT SERVICES



www.wacoinc.net

CORPORATE OFFICE:

5450 Lewis Road
Sandston, VA 23150

(804) 222-8440



Asbestos • Lead • Mold • PCB Ballast/Light Fixtures ABATEMENT SERVICES

Let Waco resolve your environmental issues - worry free. From the smallest residential job to multi-faceted industrial megaprojects, Waco has successfully performed tens of thousands of abatement projects. Our workforce is licensed, trained, and seasoned with years of experience.

Since Waco's first abatement project in 1979, we continue to lead the industry in developing economic, efficient and effective methods for controlling environmental asbestos, mold, and lead hazards.

We Provide:

- Our Commitment to Excellence
- A Progressive Solutions Approach
- Efficient and Effective Removal
- An Emphasis on Safety

Safe & Effective Removal of Hazardous Materials

Asbestos can be found in numerous consumer products, industrial equipment, and building materials. The health risks associated with asbestos are serious and wide-spread.

Lead poisoning continues to occur, and can cause nerve, kidney and brain damage. Children are especially susceptible.

Mold thrives on moisture, forming mold spores and mycotoxins that invade indoor facilities causing allergic responses and diseases.



www.wacoinc.net



Louis W. Walker
Vice President, Waco Inc.

Work Experience:

- 20 years with Waco Inc.: 8 years as Project Manager, 12 years Vice President. Oversee all environmental/ demolition divisions of Waco Inc. Offices include Richmond, Mt. Crawford, Southern Maryland, Newport News and Roanoke Rapids NC. Directly oversee contract division's marketing and sales functions as well as the day-to-day operations of the environmental, demolition and insulation operations. Responsible for effective planning, delegating, coordinating, staffing, organizing, and decision making of the various operations. Manage on average \$20 Million in projects per year. Oversee 4 division managers, 12 project managers, 5 superintendents, and 75-100 field staff.
- Responsible for estimating/bidding and managing for asbestos and lead abatement, mold remediation, industrial cleaning, selective demolition, general renovation and insulation operations from Waco's Richmond Headquarters Office.
- Have directed projects for utilities companies, government agencies, hospitals, schools, banks, insurance companies, and residential homeowners and general contractors.
- Active board member with Associated General Contractors of Virginia, Richmond Region. Led and directed multiple events with the Young Leaders Group of the AGC before joining the Executive Board.
- Active board member of the Virginia Board for Asbestos, Lead, and Home Inspectors

Major Projects Supervised:

- Carillon War Memorial. Scope: Lead paint and asbestos abatement of historic war memorial. Contract: \$660,000. January 2023-2024. General Contractor: Trent Construction working for the State of Virginia Department of General Services. Contact: David Clark (804)986-3125
- Virginia Commonwealth University Steam Tunnels. Scope: Removal and Re-insulation of approximately 4,000 LF of various size steam piping (live lines) in tunnels that service the hospital system and state buildings. Contract: \$476,450. December 2023-August 2024. Contact: Matt Garman (804)-441-3492.
- Mode Tobacco Building. Scope: extensive asbestos and lead abatement in a multi-story, multi-building historic building. Contract: \$1,100,000. Completed: August 2020-Present. Contact: Chris Harrison: (301)346-7005.
- Asbestos and Lead contract for Chesterfield County. Exclusive asbestos and lead contract work for the county. December 2015 - Present
-Chesterfield County: Stacey Seay (804)748-1617. Annual revenue \$100k-1 Million

- US Postal Service. 1801 Brook Road, Richmond VA. Scope: Asbestos abatement support related to a multi-story HVAC renovation project. Contract: \$210,000. Contact: Brett Nicholas (860) 368-3220

Education and Training:

- Hampden Sydney College, Hampden-Sydney, VA, B.S. Biology and Religion, May 2005.
- Virginia Commonwealth University: Master of Business Administration program, December 2009.
- Old Dominion Environmental Services: Asbestos Initial Training for Supervisors, December 2005.
- National Air Duct Cleaners Association (NADCA), Air System Cleaning Specialists (ASCS) certified 2011.

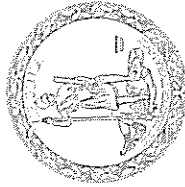
COMMONWEALTH of VIRGINIA

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

EXPIRES ON
01-31-2027

NUMBER
2701007061

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ASB CBC ELE GFC H/H HVA LAC PLB RBC



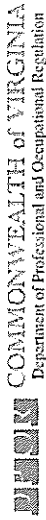
WACO INC
PO BOX 829
SANDSTON, VA 23150



Burnett
Brian Burnett, Interim Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ASB CBC ELE GFC H/H HVA LAC PLB RBC
NUMBER: 2701007061 EXPIRES: 01-31-2027

WACO INC
PO BOX 829
SANDSTON, VA 23150



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

DPOR-LIC (02/2017)

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DPOR-PC (02/2017)

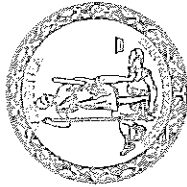
COMMONWEALTH of VIRGINIA

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

EXPIRES ON
07-31-2025

NUMBER
3306000065

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



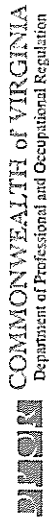
WACO INC
PO BOX 829
SANDSTON, VA 23150



Brian Wolford
Brian Wolford, Interim Director

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

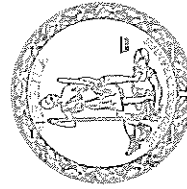
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COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS
ASBESTOS CONTRACTOR LICENSE
NUMBER: 3306000065 EXPIRES: 07-31-2025

WACO INC
PO BOX 829
SANDSTON, VA 23150



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DPOR-LIC (02/2017)

(DETACH HERE)

DPOR-PC (02/2017)

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

COMMONWEALTH of VIRGINIA

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

EXPIRES ON
10-31-2025

NUMBER
3358000002

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

WACO INC
PO BOX 829
SANDSTON, VA 23150

DPOR

B. Waco
B. Waco

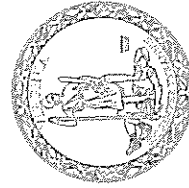
Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS
LEAD ABATEMENT CONTRACTOR LICENSE
NUMBER: 3358000002 EXPIRES: 10-31-2025

WACO INC
PO BOX 829
SANDSTON, VA 23150



(FOLD)

DPOR-LIC (02/2017)

(DETACH HERE)

DPOR-PC (02/2017)

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

SAFETY DATA FOR WACO, INC.

YTD 2024

SAFETY STATISTICS	YTD 2024	Annual		
		2023	2022	2021
Number Lost Workday Cases	3	1	5	4
Total Number of Lost Workdays	15	126	199	13
Number Restricted Only Workday Cases	4	5	5	5
Total Number Restricted Workdays	339	188	252	264
Number Medical Treatment Cases	3	6	6	4
Total Number of Fatalities	0	0	0	0
Total OSHA Recordable Cases	10	12	16	13
Man Hours Worked	1,013,731	1,125,948	1,111,587	956,593
Lost Workday Incident Rate	0.59	0.18	0.90	0.84
Total OSHA Recordability Rate "ICIR"	1.97	2.13	2.88	2.72
Total Number of Employees	777	846	883	785
Experience Modification Rate (EMR)				
Effective March 1, of each year		2024	2023	2022
		0.87	0.79	0.68
				2021
				0.80

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Waco, Inc.		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>n/a</u> <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
<div></div>	<div></div>
or	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Thomas B Carrwell</i>	Date 01/13/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2024

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

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

PRODUCER USI Insurance Services LLC-CL 4840 Cox Road, Suite 150 Glen Allen, VA 23060 804 200-5200	CONTACT NAME: Kendall Chartier PHONE (A/C, No, Ext): 757-663-4032 FAX (A/C, No): 484-652-5037 E-MAIL ADDRESS: kendall.chartier@usi.com														
INSURED Waco, Inc. 5450 Lewis Rd Sandston, VA 23150	<table border="1"> <thead> <tr> <th data-bbox="831 436 1435 464">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1435 436 1565 464">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="831 468 1435 495">INSURER A: Nautilus Insurance Company</td> <td data-bbox="1435 468 1565 495">17370</td> </tr> <tr> <td data-bbox="831 499 1435 527">INSURER B: NorthStone Insurance Company</td> <td data-bbox="1435 499 1565 527">13045</td> </tr> <tr> <td data-bbox="831 531 1435 558">INSURER C: Great Divide Insurance Company</td> <td data-bbox="1435 531 1565 558">25224</td> </tr> <tr> <td data-bbox="831 562 1435 590">INSURER D:</td> <td data-bbox="1435 562 1565 590"></td> </tr> <tr> <td data-bbox="831 594 1435 621">INSURER E:</td> <td data-bbox="1435 594 1565 621"></td> </tr> <tr> <td data-bbox="831 625 1435 644">INSURER F:</td> <td data-bbox="1435 625 1565 644"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Company	17370	INSURER B: NorthStone Insurance Company	13045	INSURER C: Great Divide Insurance Company	25224	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



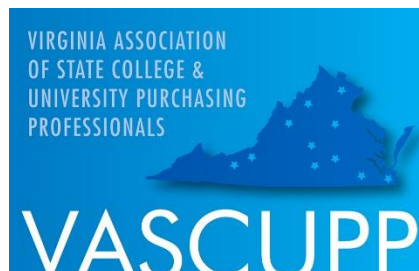


Request for Proposal

RFP# MPM-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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	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. SWaM Subcontractor Non-Capital Reporting Form (separate attachment)		
	F. JMU Design & Construction Guidelines (separate attachment)		

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 procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

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

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

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

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

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

- 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

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

Christopher Newport University (Newport News)

College of William and Mary (Williamsburg)

Norfolk State University (Norfolk)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Virginia State University (Petersburg)

Zone 9

University of Virginia - Wise (Wise)