



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7473

This contract entered into on the 5th day of June 2026, by WMC Corporation DBA Compliance Professionals, hereinafter called the "Contractor", and the 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 July 21, 2026, through July 20, 2027, with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal RFP JBM-1249 dated February 17, 2026
(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) Addendum No. One – February 23, 2026
(e) Addendum No. Two – March 11, 20226
(3) The Contractor's Proposal dated March 17, 2026, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated May 12, 2026

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

CONTRACTOR:
By: [Signature]
(Ethan Cassee)
(Ethan Cassee)
Title: Manager

PURCHASING AGENCY:
By: [Signature]
(Juan Becerra Martinez)
(Juan Becerra Martinez)
Title: Senior Buyer

NEGOTIATION SUMMARY

WMC CORPORATION DBA COMPLIANCE PROFESSIONALS

RFP# JBM-1249 STORMWATER STRUCTURE MAINTENANCE
5/12/2026

The Primary Point of Contact for this Contract is:

Ethan Cassee
703-209-1972
ethan@compliancepros.online

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# JBM-1249 and the Contractor's initial response to RFP# JBM-1249, 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# JBM-1249 that are not specifically addressed within this negotiation summary are null and void.
4. WMC Corporation dba Compliance Professionals agrees that the terms and conditions as stated in the RFP will govern and be abided by.
5. Quotes and invoices shall be broken out per the pricing schedule to clearly identify contract pricing is being followed.
6. Storm drain cleaning services shall be quoted and invoiced using the applicable labor, vacuum truck/operator, disposal, confined space entry, and other applicable pricing schedule line items.
7. WMC Corporation dba Compliance Professionals agrees that SWaM subcontractor usage will be reported as applicable to work performed for James Madison University.
8. WMC Corporation dba Compliance Professionals agrees that Rental equipment will be offered to JMU at the "counter rate" (the same rate inquired by WMC Corporation dba Compliance Professionals from the rental company)
9. WMC Corporation dba Compliance Professionals agrees that 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

NEGOTIATION SUMMARY

WMC CORPORATION DBA COMPLIANCE PROFESSIONALS

section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

10. For any purchases excluding from Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by WMC Corporation dba Compliance Professionals. No additional agreements, orders forms, or signatures shall be required.
11. Payment shall be made in accordance with the Commonwealth of Virginia Prompt Payment requirements, Code of Virginia [Section 2.2-4347 through 2.2-4354](#).

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	Overtime/ Weekend/Holiday/ Emergency Hours	Unit
Principal	\$175.00	\$220.00	/hour
Certified Safety Professional/Sr. Project Manager	\$150.00	\$225.00	/hour
Environmental Engineer/Professional Geologist	\$250.00	\$225.00	/hour
Project Manager	\$130.00	\$195.00	/hour
Equipment Manager	\$85.00	\$127.50	/hour
Responsible Land Disturber	\$65.00	\$97.50	/hour
Staff Geologist	\$110.00	\$165.00	/hour
Environmental Scientist	\$85.00	\$127.50	/hour
Draftsperson/ CADD Operator	\$95.00	\$142.50	/hour
Field Technician	\$85.00	\$127.50	/hour
Administrative/Documents Manager	\$65.00	\$97.50	/hour
Supervisor	\$85.00	\$127.50	/hour
Laborer	\$55.00	\$82.50	/hour
Vacuum Truck and operator services	\$385.00		/hour
Vacuum Truck and operator services-Mobilization Fee	\$1,450.00		Daily
Confined Space Entry cost per crew	\$240.00		/hour-#2 crew
Confined Space Entry cost per crew- Mobilization Fee	\$975.00		Daily
Liquids Hauling Charge	\$0.95		/gallon
Solids Hauling Charge	\$1.50		/gallon
Pressure Wash Fee	\$850		/event

NEGOTIATION SUMMARY

**WMC CORPORATION DBA
COMPLIANCE PROFESSIONALS**

Equipment			
Equipment Type	Rate	Overtime/ Weekend/Holiday/ Emergency Hours	Unit
Trackhoe	\$750.00		Per Day
Mini Excavator	\$465.00		Per Day
Backhoe	\$500.00		Per Day
Skid Steer	\$365.00		Per Day
Single-axle dump	\$335.00		Per Day
Tandem Axle Dump Truck	\$750.00		Per Day
Service truck (4 hour minimum)	\$900.00		Per Day
CCTV Equipment with Trailer	\$3,500.00	\$4,750.00	Per Day
Dewatering Pump {6"} and Hoses	\$335.00		Per Day
Chipper	\$420.00		Per Day

Other Direct Costs		
Type	Amount	Unit
Provide & install replacement backfill (compacted clay)	\$60.00	Per Ton
Class I Rip Rap	\$90.00	Per Ton
Clearing and Grubbing Crew cost per crew (3 crew members)	\$200.00	/hour
Clearing and Grubbing Crew cost per crew (3 crew members)	\$250.00	Daily
Mobilization fee		
Erosion Control Mat with Staples	\$360.00	Per roll
Soil and Water Analysis (Standard Turnaround)		
-characterization (TLCP)	\$985.00	Each
-Total petroleum hydrocarbon (TPH)	\$185.00	Each
Benzene, toluene, ethylbenzene, and xylenes (BTEX)	\$285.00	Each

Other Fees	
Type	Amount
Storm Drain Cleaning	\$365.00/hour
Credit Card Processing Fee	3%

Assumptions:

Mobilization fees are to be charged in addition to all work requests.

Hourly fees will be charged separately.

The pressure wash fee is charged in addition to vac truck services when a wash service is needed.

Vacuum service projects that require extension hoses for access will be accompanied by a Service Truck and charges in addition to the vac truck crew.

Storm Drain Cleaning is HOURLY and is charged in addition to mobilization and disposal fees.



Formal Response to Request for Proposal

RFP# JBM-1249 (Issued February 17, 2026)

Stormwater Structures Maintenance

Submitted by:

Compliance Professionals
A Virginia Class A Contractor • Micro/Small SWaM Certified
Boston, VA 22713

Submitted to:

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

Due Date: 2pm, March 17, 2026



Table of Contents

List of Acronyms	3
Transmittal Letter	4
Introduction of the Team.....	6
IV. Statement of Needs.....	7
B. Describe Statements: Address the following statements within the proposal.....	7
Core Services and Capabilities.....	9
Select Experience and Track Record.....	10
V. Proposal Preparation and Submission	14
B. Specific Proposal Instructions	14

Attachments:

- A. Offeror Data Sheet
- B. SWaM Utilization Plan
- C. Class A Contractor License, SWaM Certification
- D. Key Staff Resumes
- E. Pricing Schedule
- F. RFP #JBM-1249 Addenda (1 and 2)



List of Acronyms

USACE: United States Army Corps of Engineers
BANCS / BEHI NBS: Bank Assessment for Non-Point Source Consequences of Sediment, Bank Erosion Hazard Index, Near Bank Stress
BMP: Best Management Practice
CESMP: Community Energy and Sustainability Master Plan
CIP: Capital Improvement Program
CMAC: Continuous Monitoring and Adaptive Control
CSO: Combined Sewer Overflow
DPOR: Department of Professional and Occupational Regulation
E&SC: Erosion and Sediment Control
ILF: In-Lieu Fee
IRT: Interagency Review Team
JD: Jurisdictional Determination
JPA: Joint Permit Application (USACE and VA DEQ)
LF: Linear Feet
LTS: Long-term Steward
LTSF: Long-term Stewardship Fund
MBI: Mitigation Banking Instrument
NOV: Notice of Violation
NOAA: National Oceanic and Atmospheric Association
NRIP: Nutrient Reduction Implementation Plan
P3: Public-Private Partnership
PRM: Permittee Responsible Mitigation
RPA: Resource Protection Area
SCADA: Supervisory Control and Data Acquisition
SLAF: Stormwater Local Assistance Fund
SPGP: State Program General Permit
SWMF: Stormwater Management Facility
SWPPP: Stormwater Pollution Prevention Plan
TMDL: Total Maximum Daily Load
USACE: US Army Corps of Engineers
USM: United Stream Methodology
USWG: Chesapeake Urban Stormwater Workgroup
VARTF: Virginia Aquatic Resource Trust Fund
VOF: Virginia Outdoors Foundation
VMRC: Virginia Marine Resources Commission
VPDES: Virginia Pollutant Discharge Elimination System
VSMP: Virginia Stormwater Management Program
VWP: Virginia Water Protection
WOUS: Waters of the US



Transmittal Letter

March 17, 2026

Juan Becerra Martinez, Buyer Senior
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807
becer2jx@jmu.edu

Re: Response to RFP# JBM-1249: Stormwater Structures Maintenance

Dear Mr. Becerra Martinez,

WMC Corporation d/b/a Compliance Professionals (**Compliance Pros**) is pleased to submit this response to the above-referenced RFP in response to James Madison University's (JMU) advertisement dated February 17, 2026.

As a local, Virginia-based Class A Contractor (#2705187551) and certified Micro/Small SWaM business (#826860), Compliance Pros offers JMU a nimble, cost-efficient, and highly experienced team capable of delivering a variety of environmental, ecological, and stormwater services in a design / build manner (as needed). We are headquartered in Boston, Virginia, but have a staff member in Harrisonburg, and we have extensive experience in MS4 permit compliance for a multitude of clients. As a micro business, we operate with deliberately low overhead, delivering savings to our clients.

Compliance Pros will prime this endeavor, and is pleased to be teaming with Patriot Land & Wildlife Management Services, Inc., d/b/a Patriot Natural Resources (**Patriot**), combining our expertise in stormwater regulatory compliance, project management, and quality product delivery, with Patriot's 20-year track record, experienced crews, and operational experts of ecological restoration and environmental stewardship projects, specializing in the maintenance and management of stormwater facilities. The Compliance Pros and Patriot Team is prepared to offer expert services for any type of stormwater infrastructure owned and operated by JMU, as well as other ecological services. We also have additional specialty contractors and optional services that may be of interest to JMU, as described herein.

We sincerely look forward to interviewing for this award and ultimately working with you. Please contact me directly with any questions.

Sincerely,

Jason Murnock, CPESC, CPSWQ
President and Founder, Compliance Pros
Email: jason@compliancepros.online • Phone: (571) 264-3786



REQUEST FOR PROPOSAL
RFP# JBM-1249

Issue Date: February 17, 2026
Title: Stormwater Structures Maintenance
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 17, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

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: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-3130; (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: _____
WMC Corporation

6401 Griffinsburg Road

Boston, VA 22713

Date: March 17, 2026
Web Address: compliancepros.online
Email: ethan@compliancepros.online
By: *E Cassee*

(Signature)
Name: Ethan Cassee

(Please Print)
Title: Manager
Phone: 703.209.1972
Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 CC #2 CC #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.

Rev. 7/7/2025



Introduction of the Team

Compliance Pros is a Virginia-based, SWaM-certified (Small, Micro, #826860), Class A Contractor (#2705187551) specializing in stormwater improvement projects, environmental compliance, and ecological habitat enhancement projects. Many of our staff have over two decades of expertise in environmental permitting, compliance inspections, stormwater management facility (SWMF) maintenance and management, and GIS innovation, and certain members such as Jason Murnock, Ethan Cassee, and Matt Whitacre were instrumental in helping Angler Environmental (HGS, LLC), then Resource Environmental Solutions (RES), where they previously worked, not only **secure this very contract from James Madison University (JMU) in the past** (2016, and again in 2021, reference Abe Kauffman and Dale Chestnut, now DEQ), but also establish other large-scale stormwater management work, as described herein. This overall work included numerous contracts with VDOT, Arlington, and Fairfax Counties for stormwater inspections, maintenance, repair, and reporting involving thousands of SWMFs. Though Compliance Pros is relatively new, being established in 2022, our staff is well seasoned, and we already serve clients across multiple states, with a commitment to sustainability, technical excellence, cost-effectiveness, and proactive regulatory engagement.



As prime contractor, Compliance Pros is pleased to be teaming with Patriot Land & Wildlife Management Services, Inc., d/b/a Patriot Natural Resources (**Patriot**), combining our expertise in stormwater regulatory compliance, project management, and quality product delivery, with Patriot's 20-year track record, experienced crews, and operational experts of ecological restoration and environmental stewardship projects, specializing in the maintenance and management of stormwater facilities. Notably, Patriot is currently completing work being done under Fairfax County's Stormwater Management, Maintenance, and Reporting Services contract, as a subcontractor to RES, to include the maintenance of over 2,000 dry ponds, among other work. As mentioned above, this particular contract, was won and guided by the members of Compliance Pros listed above while at RES. This team, therefore, has gained many insights into workflow and efficiencies that we would like to bring to JMU.



Two other team members round out the Compliance Pros Team, just in case particular services are needed or desired by JMU:

By teaming with a specialist in water resources engineering, GeoEnv Engineers & Consultants, LLC (**GeoEnv**) brings the Compliance Pros Team the ability to quickly consult and re-design any stormwater repairs that may not require simply "putting them back" to as-built conditions. This service may be helpful, particularly with older SWMFs, or those containing corrugated metal pipe at the end of its lifespan, etc., as there may be a better solution than to simply replace things in-kind. GeoEnv staff have designed over 400 SWMFs and have conducted over 20 floodplain studies, among other accomplishments. They are also a SwaM-certified firm (#834507), designated as minority-owned and small.





By teaming with OptiRTC, Inc. (**Opti**), the Compliance Pros Team is able to bring JMU the leading provider of Continuous Monitoring and Adaptive Control (CMAC) technology, which has numerous benefits. Opti has transitioned the management of stormwater from passive, reactive infrastructure to active, intelligent networks that optimize watershed outcomes in real-time. Our leadership is defined by our ability to integrate sophisticated hardware, forecast-led control logic, and enterprise-scale data analytics into a unified operational platform.



Specific to JMU, one outcome from Opti would include the ability to add capacity to existing SWMFs such that increased impervious area can be added to their drainage areas, potentially without needing to increase the size of the SWMF or add new ones. This would allow JMU to expand or redevelop areas of campus without necessarily using valuable real estate for stormwater management purposes. Opti can also minimize flooding, increase water quality, decrease erosive flows leaving SWMFs, increase groundwater infiltration, and/or allow better rainwater harvesting for adaptive reuse. All of these benefits come with the ability to see how the facilities are behaving in real-time via an online dashboard. Jason Murnock is Opti's Mid-Atlantic Representative and has intimate knowledge of the CMAC system, assembling smart watersheds, TMDL crediting, and flood resilience, among other concepts. (More at www.optirtc.com.)

The Compliance Pros Team (**Team**) is prepared to offer expert services to JMU for the scope of work described in this RFP, and greater detail to these specifics is provided in the following sections.

IV. Statement of Needs

B. Describe Statements: Address the following statements within the proposal.

1. Describe your approach and ability 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 stated herein. Include how your firm will provide excellent customer service on fast turn-around projects to include mobilization of a crew if your firm is not in close proximity to the University.

Our project approach at Compliance Pros (CP) begins with developing a working partnership with our client and any other project stakeholders to ensure the successful implementation of the complex environmental projects, which are our specialty. The key personnel selected for this Stormwater Structures Maintenance Contract with JMU are highly skilled and have specialized experience with stormwater systems. We also recognize the importance of open communication with stakeholders and welcome feedback as we progress through the contract timeline.

Quality begins with a clear understanding of the scope and requirements of each task. Upon award, the CP Team will solicit feedback from JMU regarding internal systems, including invoicing and management protocol, to ensure we are working within your system appropriately and efficiently. Upon issuance of a task order, Mr. Cassee will coordinate with JMU staff to determine project background and client



expectations. Project purpose, goals, and scope will be discussed with JMU. Our GIS team will seek to obtain JMU's background data, initially acquired for the stormwater management facilities, for input into our application, as needed.

We will consistently communicate our understanding of the project scope and the steps and timeframes to complete each task. Depending on the complexity and sensitivity of a given task, this communication may take the form of regularly scheduled or periodic meetings, as preferred by JMU, with appropriate University staff (and any other project stakeholders). If we have several tasks being performed in parallel on this contract, we will treat our work as a program and manage its execution as if the CP Team were part of the University's staff. We will communicate our progress to you throughout the duration of the project and maintain all coordination through Mr. Cassee, primarily. We will request feedback periodically from JMU as to how we can operate more effectively.

Depending on the length of the task, we will hold regular check-in meetings (weekly or bi-weekly) with the involved project staff to update the schedule and cost data. Projects that require quick turnaround response will be prioritized so that CP, or any of our team partners, can respond quickly. This partnership will help ensure crew and staff availability when quick responses are required.

Stringent Quality Assurance / Quality Control (QA/QC) measures are built into the project management philosophy of our team. The CP Team will assume primary responsibility for individual project implementation and overall coordination with JMU. Jason Murnock, CPESC, CPSWQ, QA/QC Manager for this project, will provide task-by-task quality checks and ensure efficient coordination takes place between the project manager and the University. Mr. Murnock will provide senior oversight for the contract to ensure efficient team coordination.

Once QA/QC measures are in place, and the project manager is apprised of project goals and timelines, a master schedule and cost analysis will be prepared by the assigned project manager and sent to Mr. Murnock for approval prior to project commencement. This will include allocation of resources necessary to complete each project on time and within the defined budget.

As this is an on-call contract, we cannot give a specific timeframe or schedule until specific task orders arise. We will, however, prepare for task assignments by reserving a reasonable amount of staff time and resources in its corporate schedule in case a task under this contract were to arise. We will also check in with JMU on a quarterly basis (at minimum) to see if any projects are expected to be assigned to the contract within that quarter. We will utilize this information to plan accordingly around staff and equipment schedules.

The CP Team will manage the contract primarily out of its Northern Virginia office in Warrenton. This location is roughly 98 miles, or 1.5 hours, from the University and is well within our service area. Compliance Pros also has a staff member who lives in Harrisonburg, VA, and this staff member can provide a critical liaison for immediate reconnaissance or onsite meetings, as needed.



2. Fully describe the qualifications, capabilities, and experience of your firm, in particular, providing stormwater structure maintenance, to include your firm's size and number of employees and any pertinent/related certifications.

Compliance Pros Team, at-a-glance:

Team Member	Number of Staff	Pertinent/Related Certifications
Compliance Pros	14	Class A Contractor (VA) Certified Professional in Erosion and Sediment Control Certified Professional in Stormwater Quality Certified Municipal Stormwater Manager Dual-Certified DEQ and VDOT ESCCC-QP Inspectors ISA-Certified Arborist Herbicide Applicator License (161880-C) Certified Pesticide Applicator OSHA 30-Hour Construction Safety Certification OSHA 10-Hour Construction Safety Certification VA Red Cross CPR and First Aid FAA-licensed sUAS Remote Pilot
Patriot	20	VA Pesticide Application Certificate Certified Pesticide Applicator VA Certified Nutrient Management Planner (Pending)
GeoEnv	13	Professional Engineers DEQ-certified Combined Administrator for SWM
Opti	18	Professional Engineers

Core Services and Capabilities

(Not an exhaustive list)

The Compliance Pros Team has the ability to fully study, design, build, and care for a great variety of ecological and stormwater projects. While we understand the crux of this RFP is Stormwater Structure Maintenance, we are also listing other services that are potentially related so that JMU may understand they have access to these types of services, as they may see fit to request.

- **Stormwater Structure Maintenance**
 - Maintenance
 - Standard maintenance
 - Dredging
 - Underground cleanout, vector truck services
 - Cartridge replacement
 - Inspections and documentation
 - Repairs and structural replacements
 - Pipe or riser repairs
 - Pipe replacement
 - Slip lining
 - Polyurethane grouting and other grout projects
 - Retrofitting



- CMAC Installation
- **Stormwater Design and Permitting**
 - Retrofits and TMDL crediting analysis
 - BEHI/NBS surveying for stream restoration and TMDL crediting analysis
- **Environmental Permitting & Compliance Activities**
 - Threatened and endangered species surveys
 - Wetland delineations
 - Environmental permitting
 - VPDES Construction General Permitting and SWPPP compliance monitoring
 - MS4 permit support, TMDL solutions, and nutrient crediting)
- **Ecological & Habitat Restoration**
 - Invasive species control
 - Native plantings (design, installation, and short or long-term care)
 - Streambank stabilization and erosion control
- **GIS, Drone Services, and Technical Innovation**
 - GIS custom applications and dashboard development
 - Drone-based LiDAR and aerial imagery
 - Fully digital SWPPP
- **CMAC and Real-time Sensing**
 - Portfolio-Scale Visibility: Opti provides clients with high-fidelity, portfolio-level dashboards that deliver real-time visibility into the performance of hundreds of BMPs simultaneously.
 - Rigorous Data Governance: Established reporting programs utilize automated QA/QC protocols to scrub and validate facility data, ensuring that performance reports are accurate, audit-ready, and defensible for regulatory stakeholders.
 - Opti's platform is designed for total interoperability, supporting integrations with industry-leading products and data sources, including:
 - **Hardware & Sensing:** Direct integrations with ADS, SmartCover, and Barn Owl monitoring systems.
 - **Environmental Data:** Seamless ingestion of high-resolution weather forecasting feeds to drive predictive control logic.
 - **API Connectivity:** Proven ability to sync with a client's enterprise platforms for procurement, maintenance, and contractor management.

Select Experience and Track Record

- James Madison University, Harrisonburg, VA
 - **Description:** Stormwater Structure Maintenance Contract
 - **Client and Timeframe:** JMU, 2016 award and 2021 award (Note: Key members of Compliance Pros (Jason Murnock, Ethan Cassee, and Matt Whitacre) helped obtain and manage this project while at RES, where they worked prior to 2023, when Compliance Pros began. While these key members are now here at Compliance Pros, RES still holds the active JMU contract.)
 - **Services Performed:** Very little work was actually issued to RES during these two contracts (up until 2023, when Compliance Pros began). Jason Murnock, Ethan Cassee, and Caleb Stoltz were called on to review several potential projects, including the treatment of poison hemlock along a stream site, but work orders were never issued. References: Abe Kauffman and Dale Chestnut (now with DEQ).



- Spotsylvania Solar Energy Center, VA
 - **Description:** At ~3,500 acres developed for solar panels with a total capacity of 617.9 MW, this is the largest solar farm east of the Rocky Mountains and contains nearly 400 SWMFs (dry ponds)
 - **Client and Timeframe:** AES Corporation, 2020 – Present (Note: Key members of Compliance Pros, Jason Murnock and Ethan Cassee, obtained and worked on this project while at a previous firm, prior to 2023, and the account came over to Compliance Pros when founded.)
 - **Services Performed:** VPDES / SWPPP Training during construction, post-construction SWMF / BMP asset management and inspections utilizing ArcGIS webapp, and coordination with the VSMP authority (Spotsylvania County)

- Stormwater Management, Maintenance, and Reporting Services, Fairfax County, VA
 - **Description:** Oversaw the operations of regular stormwater maintenance services throughout Fairfax County, including over 2,000 dry ponds.
 - **Client and Timeframe:** Fairfax County, 2019 – 2023
 - Note: Key members of Compliance Pros, Jason Murnock and Ethan Cassee, obtained and worked on this project while at RES. RES still holds that active contract but the Compliance Pros Team just turned in our Best and Final Offer as of early March 2026 and we are hopeful to win this contract for the next 5-yr cycle.
 - Note also that Patriot is currently completing the maintenance services for this contract as a subcontractor to RES, the current prime. Patriot has been providing the bulk of the routine SWMF maintenance and repair items for multiple years under RES, but Compliance Pros and Patriot have teamed to win the current / upcoming contract which is due for award shortly. Our team submitted our Best and Final Offer to Fairfax County in early March.
 - **Services Performed:** SWMF maintenance and coordination utilizing ArcGIS webapp, documentation, and management

- VDOT SWMF Maintenance, Multiple Locations, VA
 - **Description:** Oversaw the operations of regular stormwater maintenance services throughout Virginia for VDOT, which included six (6) contracts in the Fredericksburg, Hampton Roads, Salem, Lynchburg, and Interstate / Peninsula districts, as well as the Chesterfield residency. Approximately 600 SWMFs were managed and maintained under these contracts.
 - **Client and Timeframe:** VDOT, 2014 – 2019 (Note: Key members of Compliance Pros, Jason Murnock and Ethan Cassee, obtained and worked these projects while at RES.)
 - **Services Performed:** SWMF maintenance and coordination utilizing ArcGIS webapp, documentation, and management

- Inspection, Maintenance, & Reporting for Stormwater Management Facilities, Arlington County
 - **Description:** Oversaw an IDIQ contract to ensure county-owned SWMFs were performing as designed and MS4 permit compliance was being met.
 - **Client and Timeframe:** Arlington, 2015 – 2019 (Note: Key members of Compliance Pros (Jason Murnock, Ethan Cassee, and Matt Whitacre) obtained and worked this project while at RES.)
 - **Services Performed:** Inspection, maintenance, repair, reporting, and installation for a variety of SWMFs on over 55 sites throughout the county, which included bioretention



facilities, bioswales, infiltration trenches, Filtterra filters, and wet and dry ponds. Custom GIS mapping for greater efficiency of work product.

- Cobbs Creek Reservoir, Cumberland County, VA
 - **Description:** This newly constructed reservoir covers 1,117 acres and has a raw water storage capacity of approximately 15 billion gallons
 - **Client and Timeframe:** Haymes Brothers, 2015 – Present (Note: Key members of Compliance Pros obtained and worked this project while at a previous firm, but the account came over to Compliance Pros when founded.)
 - **Services Performed:** SWPPP documentation and compliance inspections and water quality sampling throughout construction

- CloudHQ Data Centers, Northern VA
 - **Description:** Multiple data center locations, Loudoun and Prince William Counties
 - **Client and Timeframe:** CloudHQ Data Centers, 2017 - Present
 - **Services Performed:** SWPPP documentation, including the newly approved, fully-digital SWPPP, compliance inspections, and WOUS impact monitoring

3. Provide an organizational chart indicating which individuals or positions have knowledge of a contract with the University and the degree which each person would be responsible to the University account. Include names of project managers and supervisors.

Organizational Chart			
Staff Name	Title	Project Role	% Time Dedicated
*Jason Murnock ¹	President, Principal	QA / QC	25
*Ethan Cassee ¹	Manager, Water Quality	POC, Project Manager	50
*Matt Whitacre ¹	Manager, GIS and Eco Services	GIS Lead, Geologist	25
Caleb Stoltz ¹	Manager, Landscape Services	Arborist, Env Scientist	25
*Jonathon Mellis ¹	Senior Env Specialist	Safety Lead, Field Tech	25
Mickie Fox ¹	Manager, Business Admin	Admin / Doc Manager	25
*Phil Jones, PE ³	Professional Engineer	EOR	As required
*Jeffrey Jacobs ²	Chief Superintendent	Supervisor	As required
Raquel Washington ²	Assistant Superintendent	Crew Support	As required
Alex Amaya ²	Foreman	Crew Leader	As required
Jose De La Cruz ²	Foreman	Crew Leader	As required

*Key Personnel, Resumes included in Attachment D



Superscript numbers refer to: 1.) Compliance Pros, 2.) Patriot, 3.) GeoEnv

4. Describe the experience your firm has with provisions of similar services to comparable institutions. These may be term contracts or one time purchases.

Compliance Pros was founded in September 2022 but started work, in earnest, at the beginning of 2023. We do not currently have any term contracts or one-time purchases with institutions comparable to JMU presently. However, Ethan Cassee has worked for the University of Maryland, Baltimore County (UMBC), Northern Virginia Community College, and Hampden-Sydney College while he was at RES, just prior to Compliance Pros.

In summary, Ethan managed the following:

- UMBC: Work included a stormwater pond repair / retrofit. Performed repair of damaged stormwater pond embankment and outfall structure, including modifying the structure to comply with updated MD facility guidelines.
- Northern Virginia Community College: Provided stormwater facility assessments at the Annadale campus and implemented various repairs to bring it into compliance.
- Hampden-Sydney College: Provided routine maintenance of stormwater pond facilities including nuisance vegetation control, aeration system maintenance, and compliance inspections and documentation.

5. Provide a statement that indicates whether your firm has been subject to OSHA inspections by State and/or Federal agencies and the results, including citations, if any.

Compliance Pros has not been subject to any OSHA inspections by State or Federal agencies.

6. Provide information regarding any contract that an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

Compliance Pros is pleased to report that there are no institutions, agencies, or companies that chose not to renew with us in the last five years. Compliance Pros was founded in September of 2022 and has grown each year in staff and total revenue.



V. Proposal Preparation and Submission

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.)

See page two of this submittal.

2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

Our technical approach begins with compiling a comprehensive site list of JMU facilities for input into our internal GIS support application. This tool will serve multiple purposes. First, the map feature will allow us to design an efficient work mobilization plan to minimize travel time and maximize time on site for work crews. Our approach will be to mobilize up to two field crews and one underground team simultaneously to meet project timelines. Our GIS app will link to a fillable form for inspection reports that can be accessed from the field and allow the crew leader to fill in pertinent info and link photos taken from the device to a site ID and report.

Upon receiving a task order, our project manager will provide a breakdown of sites to be serviced for that month (or other duration), which pay items these fall under (or equivalent per JMU's methodology), and which crew is assigned, etc., as JMU would require of us. The schedule will also include a task timeline to identify key milestones for the task order requested. This will include start and end dates, report submittal deadlines and review periods, and identify the role and contact information for relevant personnel such as crew lead, administrator, and JMU point of contact.

Each work plan schedule will also be issued a corresponding budget outline. This will include expected routine maintenance items for each facility as outlined in the RFP documents, and any as-needed items previously identified and approved. With schedule and budget approval, the CP Team will move to the mobilization phase.

Crew leads will be allocated with a site schedule and corresponding scope of work as approved by the PM and JMU reviewer. Crew leads will be expected to understand the budget limitations of their site list and to adhere to the proposed timeline. Any concerns will be addressed before mobilization for a task order, and adjustments made to the timeline or scope, as needed, to ensure all parties agree that the work is planned appropriately.



Crew leads will mobilize 2 to 3-man crews equipped with a truck and trailer and appropriate tools and equipment. Work will be documented using tablets and reports uploaded periodically for review. Reports will then be reviewed by the project manager and include QA/QC from our GIS analysis lead. Project managers will also review reports with crew leads to determine any additional, as-needed tasks to be proposed. These as-needed items, once reviewed and approved, will either be added to the next routine visit or worked into the schedule, as appropriate, to be completed in a timely fashion. Any observation or dangerous or time-sensitive issues, such as dam failure, seepage, collapsed pipes, or potential impacts to roadways, private property, or environmentally sensitive areas, will immediately be brought to the attention of the project manager and JMU personnel.

Following completion of a monthly task order, the CP Team will submit all finalized reports and an outline of overall progress and findings. This will allow for any adjustments for the next mobilization to account for actual progress vs. proposed, and whether timelines need to be adjusted due to field conditions or other factors. Task orders and reporting will continue in this fashion over the course of a contract year to meet the requirements set forth.

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.

As described above in Part IV.B.2, the Compliance Pros Team consists of four outstanding companies in the ecological and stormwater industry.

With just 14 staff, Compliance Professionals has a combined experience of over 70 years in the ecological and stormwater services, including the successful implementation, inspection, maintenance, and oversight of SWMFs. We have collaborated with government agencies, municipalities (including Fairfax, Arlington, Loudoun, Spotsylvania, and Prince William Counties, and assisted towns and cities including Manassas, Staunton, Fairfax, and Leesburg), developers, HOAs, and private landowners on various projects, demonstrating a deep understanding of local ecological conditions. We are equipped to handle a wide range of tasks related to stormwater management.

Patriot has been in business since 2005, and their specialized stormwater and ecological crews will ensure that our Team can deliver timely and effective services for the variety of SWMF which exist at JMU, or might exist in the future as the campus develops. Patriot has a 20-year track record in ecological restoration and environmental stewardship, specializing in the maintenance and management of stormwater facilities. As also outlined above in Section IV.B.2, a sample project that Patriot has been working for multiple years under RES is the Fairfax County maintenance of all dry ponds, of which there are over 2,000 in number. Patriot also specializes in invasives management and has a partnership with a native species nursery in MD.

As specialty subcontractors, GeoEnv will provide our Team with any and all stormwater design support (and civil design) if needed. In our experience, large or complicated stormwater repairs can sometimes require a slight redesign to be most cost-effective, or a retrofit may be desired or warranted on campus for TMDL crediting purposes, or simply to maximize treatment volume, which could minimize new or additional SWMFs elsewhere on campus. Opti is the world's most trusted provider of the smart stormwater



technology known as CMAC, which uses the forecast to make smart decisions about moving water ahead of a storm, and capturing stormwater during a storm. This water can be creatively used, dispersed, or released after the storm, which threat of flooding has subsided.

The Compliance Pros Team is uniquely qualified to respond to any and all task orders to be issued under this RFP. See Section IV.B.2 for a list of qualifications and reference projects.

Resumes of specific personnel to be assigned to perform the work are listed in Attachment D.

4. Offeror Data Sheet, included as Attachment A to this RFP.

The Compliance Pros Data Sheet is located in Attachment A.

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.

It is worth reiterating here that Compliance Pros is a certified SWaM vendor in Virginia (#826860), and classified as both a Micro, and Small company. Compliance Pros will directly manage this work and likely provide other professional and contracting services associated with the work, while Patriot will do the majority of the contacting. Patriot is also a small company of just around 20 employees, but they have not yet obtained SWaM designation in Virginia. This could be something we commit to for JMU if that is desirable.

One of our other subcontractors, however, GeoEnv is also a certified SWaM vendor, being both small and minority owned. We have added GeoEnv to the Small Business Subcontracting Plan located in Attachment B herein.

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.

Compliance Pros has not worked for any VASCUPP Members over the last 12 months. Therefore, our collective amount of sales over the last twelve months for a VASCUPP member is zero dollars.

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

The proposed costs for the Compliance Pros team are located in Attachment E.



Attachments

Attachment A: Offeror Data Sheet

Attachment B: SWaM Utilization Plan

Attachment C: Class A Contractor License, SwaM Certification

Attachment D: Key Staff Resumes

Attachment E: Pricing Schedule

Attachment F: RFP #JBM-1249 Addenda (1 and 2)



**Attachment A:
Offeror Data Sheet**

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 3 Months 5

- 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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(Compliance Pros) AES, 3yrs, 12918 Orange Plank Rd, Locust Grove, VA, 22508, Bridget Chernowetz, 508.801.7637

APMS VA, 2yrs, 200 High St., Harrisonburg, VA 22801, Liz McCammon, 540.423.3879

Anderson Co., 1yr, 12150 TAC Ct, Manassas VA 20109, Nicole Siemsen, 703.393.4000

(Patriot) Fairfax County, 3yrs, 12055 Gov Cntr Pkwy, Fairfax, VA 22035, Brittany Adams, 540.878.7985

MNCPPC, 2yrs, 2425 Reedie Drive, Wheaton, MD 20902, Javier Moreno, 301.765.8703

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

WMC Corporation d/b/a Compliance Professionals

6401 Griffinsburg Road, Boston, VA 22713

- 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:
SWaM Utilization Plan**

ATTACHMENT B

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

Offeror Name: Compliance Professionals Preparer Name: Ethan Cassee

Date: 03/11/26

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

If yes, certification number: 826860 Certification date: March 14, 2023

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: 826860 Certification date: March 14, 2023

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 #JBM-1249, Stormwater Structures Maintenance

Date Form Completed: 03-17-26

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

Offeror / Proposer:

Compliance Professionals
 Firm

6401 Griffinsburg Road, Boston, VA 22713
 Address

Ethan Cassee, 703.
 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)
GeoEnv	Phil Jones, PE	834507	Engineering	\$7,500.00	

(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:
Class A Contractor License, SWaM Certification**

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

07-31-2026

NUMBER

2705187551

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS UUC



WMC CORPORATION
ECO PROFESSIONALS AKA ECO PROS
6401 GRIFFINSBURG RD
BOSTON, VA 22713



K. S. Selt

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

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

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

WMC CORPORATION

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

Certification Number: 826860
Valid Through: Mar 14, 2028

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director





**Attachment D:
Key Staff Resumes**

- Jason Murnock, Compliance Pros
- Ethan Cassee, Compliance Pros
- Matt Whitacre, Compliance Pros
- Jonathan Mellis, Compliance Pros
 - Phil Jones, GeoEnv
 - Jeffrey Jacobs, Patriot



Jason Murnock, CPESC, CPSWQ

Founder, President

Jason has over 22 years of experience as a specialist in the environmental compliance industry. He is responsible for client permit compliance related to the National Pollutant Discharge Elimination System (NPDES) (VPDES in Virginia), Clean Water Act Sections 401/404, Municipal Separate Storm Sewer (MS4) Permit, Industrial Stormwater Discharge Permits and other environmental regulations. His responsibilities include understanding client needs, overseeing permit registrations, the completion of site-specific Stormwater Pollution Prevention Plans (SWPPP), and construction site audits. He routinely directs stormwater management compliance-related tasks; meets frequently with existing and potential clients to maintain their understanding of pertinent regulations; manages regulation-guided wetlands monitoring; and supports stormwater operations. Jason meets the requirements for an Environmental Professional as defined under ASTM E 1527-13 as he has over 10 years of experience performing investigations of surface and subsurface environmental conditions.

Notably, Jason began a NPDES compliance program in 2002, and stormwater maintenance program in 2010. At its height, this program expanded to include more than 400 individual projects for over 40 clients (many of which were under EPA consent order for non-compliance) in 8 states (VA, NC, SC, MD, DE, NJ, PA, WV) and the District of Columbia. He has overseen the production of over 800 SWPPPs since 2002.

AT A GLANCE.

Contact

Jason@compliancepros.online

Years of Experience

24 years

Years at Current Firm

3 years

Education

MS, Environmental Studies

BS, Environmental Science

Certificates | Licences

- Certified Professional in Erosion and Sediment Control (CPESC), EnviroCert International #5388
- Certified Professional in Stormwater Quality (CPSWQ), EnviroCert International #0999
- VA Combined Inspector: Erosion and Sediment Control and Stormwater Facilities, DEQ Cert. #DIN0167
- VDOT ESCCC #3-00835
- OSHA 40hr HAZWOPER Trained
- Confined Space Certified

SELECT WORK EXPERIENCE

VDOT Hampton Roads District, CEI

Personally performed and/or directly managed onsite compliance inspections at various jobs throughout the Hampton Roads District as Environmental Inspector on the CEI district-wide on-call contract held by Quinn Consulting. Projects were assigned by various Area Construction Engineers, and/or Major Projects Construction Engineer (Mike Davis), as follows:

- Military Highway, Norfolk VA: Robert "Bud" A. Morgan, Ph.D., P.E.
- I-264 / 64 Interchange Projects, Norfolk VA: James A. Klotz, P.E.
- Interstate 64 Capacity Improvements - Segment II: Giles Njumbe, P.E.
- Route 609, Accomac VA: Mitchell Conner, PE
- Route 709, Accomac VA: Mitchell Conner, PE
- Lynnhaven Parkway, VA Beach: Mitchell Conner, PE
- Holland Road, VA Beach: Mitchell Conner, PE

VDOT I-95 / Route 630 Reconstruction and Widening Project, Shirley Contracting

Contracted by Shirley Contracting at a time when the project was "in the red" on VDOT's compliance assessment tool, to boost environmental site compliance for this large, complex and geographically constrained interchange improvement project in a heavily traveled section of Stafford, VA. Duties were to assess and enhance compliance with onsite stormwater management, erosion and sediment control, and pollution prevention; take over C-107 inspections and SWPPP maintenance, and provide additional coordination with VDOT compliance personnel and the DEQ. Jason began and oversaw proper implementation of these compliance activities.

VDOT District Contracts for SWM Facility Maintenance, Fredericksburg / Hampton Roads / Lynchburg / Chesterfield / Salem Districts / Interstate/Peninsula

Oversaw the operations of regular stormwater maintenance services throughout Virginia for VDOT with regard to six (6) contracts to maintain facilities in the Fredericksburg, Hampton Roads, Salem, Lynchburg, and Interstate/Peninsula districts, as well as the Chesterfield residency. Approximately 600 facilities were maintained under these contracts. Ethan Cassee and Matt Whitacre played key roles in the operation of the work performed, including a GIS application, designed by Matt, which streamlined the work of the crews.

Stormwater Compliance Inspections for Dulles Corridor Metrorail Phase II. Capital Rail Constructors (Overall Prime), Fairfax and Loudoun Counties, VA

Managed the contract for VPDES / SWPPP compliance for the Dulles Corridor Metrorail Project Phase II. The project involved the extension of Washington Metro's Silver Line from the Wiehle Avenue station in Reston to Dulles Airport and farther into Ashburn, VA, which was greater than 11 miles of disturbance. Ensured compliance with the project's VPDES Construction General Permit and SWPPP, including the weekly VPDES compliance inspections.

Inspection, Maintenance, & Reporting for Stormwater Management Facilities, Arlington County Government

Oversaw an IDIQ contract with Arlington County, VA to ensure county-owned SWM facilities were performing as designed. The overall objective of the contract was to ensure the county stayed in compliance with the MS4 permit and VSMP. Specific tasks provided included the inspection, maintenance, repair, reporting, and installation of SWM facilities on over 40 sites. The majority of sites were vegetated SWM BMP facilities including bioretention facilities, bioswales, infiltration trenches, Filterra units, and wet and dry ponds.

Susquehanna-Roseland Project (SRP). Pennsylvania Power and Light and Public Service Electric and Gas Company (PSE&G), Bushkill, PA

Managed full-time environmental monitoring services to Harlan Electric (General Contractor) to ensure compliance with all permits during construction of this relatively short (1.5-mile), but environmentally sensitive, section of the much larger SRP rehabilitation project. Coordination with Park Service personnel, PA DEP, and Monroe County Conservation District was vital to project success. The project entailed threatened and endangered species, archeological resources, invasive species control, invasive monitoring, section 401/404 permits, a bald eagle permit, and the NPDES construction general permit.

Mt. Storm-Doubs 500 kV Transmission Line. Dominion Power, Frederick and Clarke Counties, WV, and Loudoun County, VA

Managed multiple, full-time environmental compliance inspectors to Dominion Power to ensure compliance with all environmental permits, including the NPDES and VPDES CGPs during the construction of this 95-mile rehabilitation of overhead power lines. Of note, the line ran through difficult, mountainous terrain (challenging to erosion and sediment control), and involved coordination with multiple agencies including the WV DEP, VA DCR, DEQ and VMRC, and the National Park Service as the project crossed a section of the Appalachian Trail.

Inspection of Stormwater Control Measures (SCM) for Fort Belvoir Municipal Separate Storm Sewer System (MS4) Permit. US Army Garrison Fort Belvoir

Managed the inspection of stormwater control measures (SCM) at Fort Belvoir including the functional assessment and maintenance recommendations for each. SCM assessment is an annual tracking and reporting requirement and SCM's were inspected and maintained to ensure functionality. There are approximately 20 types of SCM's on Fort Belvoir, totaling over 250 SCMs. Types of SCM's onsite include, but are not limited to: underground storage facilities, bioswales, vegetated roofs, permeable pavement, bio-retention facilities, tree box filters and constructed wetlands.



Ethan Cassee

Manager, Water Quality

Mr. Cassee specializes in stormwater management facilities and systems. His experience encompasses many facets of the stormwater field including asset management, monitoring/reporting, maintenance, restoration and retrofit. Tasks performed by Mr. Cassee include structural inspections, asset assessments, monitoring, maintenance, commissioning planning, estimating and water quality monitoring and mitigation. Administrative duties include cost and schedule management, client coordination, change management and quality control, as well as RFP and proposal development.

Prior to his current role, Mr. Cassee worked as a Client Solutions Manager, Senior Project Manager and Field Operations Manager. In these roles, his duties included evaluating potential project sites, building a sales team and managing complex environmental restoration projects.

SELECT WORK EXPERIENCE

Compliance Professionals – Highlander Solar – Project Manager

The Highlander Solar Facility is the largest solar facility east of the Rocky Mountains spanning over 6,000 acres. Ethan was tasked to develop an inspections and asset management plan for the 400 SWM facilities located throughout the project site. The development and implementation of this program will ensure compliance with local VSMP authority and provide the client with up-to-date asset information that will inform maintenance and management operations needed to keep the site running.

Compliance Professionals – Redwood Lakes – Project Manager

Redwood Lakes is a large residential community located in Culpeper, VA. Ethan worked with the community manager to develop a stormwater asset program identifying the properties BMP's and associated maintenance agreements, plans and inspections. Compliance Pros then developed a scope of work to perform major repairs on several of the extended detention ponds including pipe repair, inflow stabilization and riser replacement.

Compass Data Centers – BMP Efficiency Verification

Ethan led the effort to develop a BMP testing protocol in response to a Loudoun County proffer requiring the Owner to collect data showing the efficiency of BMP performance. Specifically, the testing protocol sought to record the individual phosphorous removal performance of multiple BMP types. The project team developed the testing protocol, gathered data in the field following rain events, submitted samples for laboratory analysis, and documented the results in report form.

Winters Run Stream Restoration

Served as project manager for a stream restoration project in Harford County, MD. This includes restoration design, permitting and construction for ~ 5,800 linear feet of natural channel on a tributary to Winters Run in cooperation with land owners, Harford County, and the Bay Restoration Fund. Duties include schedule and budget management, change management, stakeholder engagement and quality control.

Total Maximum Daily Load (TMDL) Design-Build. Maryland Department of Transportation, State Highway Administration (MDSHA), Statewide

Served as technical lead and interim Quality Manager for a series of projects that would result in a minimum of 500 TMDL credit acres. Under the contract, the prime worked to deliver 631 impervious acre credits by completing a combination of stormwater BMP pond retrofit and outfall/stream restoration projects throughout 66 project sites (24 BMP sites and 42 outfall/stream sites). Project types included remote sensing and monitoring technology, floating wetlands, and other facilities.

MWAA Stormwater Design-Build Contract. Metro Washington Airports Authority, Dulles, VA

Served as technical lead and interim Quality Manager for a design-build project to construct 17 BMP facilities along the Metro Silver Line project for the Metropolitan Washington Airport Authority. Duties included overseeing preliminary design elements, proposal preparation, quality planning, and contract implementation with the project team following award.

AT A GLANCE.

Contact

Ethan@compliancepros.online

Years of Experience

14 years

Years at Current Firm

3 years

Education

Earth Systems Science

Certificates | Licenses

- Certified Professional in Municipal Stormwater Management #0373
- National Green Infrastructure Certification #00018
- OSHA 10 Hour



Inspection, Maintenance, & Reporting for Stormwater Management Facilities, Arlington County Government, Arlington, VA

Served as Project Manager for IDIQ contract with Arlington County, VA to ensure county-owned SWM facilities are performing as designed. The overall objective of the contract is to ensure the county stays in compliance with the MS4 permit and Virginia Stormwater Management Program (VSMP). Specific tasks provided included inspection, maintenance, repair, reporting, and installation for SWM facilities on over 55 sites throughout Arlington County. The majority of sites are vegetated SWM best management practice (BMP) facilities including bioretention facilities, bioswales, infiltration trenches, Filterra, and wet and dry ponds.

Stormwater Management Facility Support Services, City of Hampton, VA.

Served as Project Manager to provide stormwater facility support services via an on-call contract. Typical services for stormwater best management practice (BMP) evaluation and maintenance are provided under this contract, as well as treatment of recreational lakes and fisheries. Example services include invasive vegetation control plans, wetland delineation, BMP inspection and maintenance, removal of vegetation and debris, aquatic vegetation planting, and dredging services.

Annual Lake Maintenance Services. City of Newport News, Newport News, VA

Served as Contract Manager and QA/QC lead to provide Lake Maintenance Services via an on-call contract (Contract # 2010-1877-0905). Typical services for stormwater best management practice (BMP) evaluation and maintenance are provided under this contract, as well as treatment of recreational lakes and fisheries. Example services include chemical application for algae control, aerator installation, lake inspection and maintenance, removal of vegetation and debris, aquatic vegetation planting, and dredging and clearing or other services required. Previously served as Project Manager on the same contract before transitioning to a Contract Manager/ QA/QC role.

VDOT District Contracts for SWM Facility Maintenance. Fredericksburg / Hampton Roads / Lynchburg / Chesterfield / Salem / Peninsula

Served as Project Manager to provide regular stormwater maintenance services for facilities throughout the Commonwealth of Virginia for the Virginia Department of Transportation. In total, six (6) contracts were held with VDOT to maintain facilities in the Fredericksburg, Hampton Roads, Salem, Lynchburg, and Peninsula districts, as well as the Chesterfield residency. Approximately 600 SWM facilities were maintained under these contracts.

Basic Ordering Agreement – Stormwater Asset Management. Fairfax County Government, Fairfax County, VA

Served as Project Manager in cooperation with design partners to implement stormwater facility asset planning and protection for the County. Duties include project budgeting, facility assessments, confined space inspection planning, and crew management.

Fort Belvoir MS4 Permit Compliance. SES Construction and Fuel Services LLC, Supporting Fort Belvoir DPW-ENRD

Served as Project Manager for professional services contract overseeing the inspection and reporting of over 200 SWM facilities at Fort Belvoir, VA. This project serves in combination with other services to maintain MS4 permit compliance for stormwater assets on the base.

Scott Solar Pond Mitigation. Dominion Resources Services, Inc, Powhatan, VA

Served as Project Manager to provide environmental consulting and pond remediation services for the mitigation of storm sediment ponds at a Dominion solar generation facility. Pond remediation tasks included water quality baseline testing and reporting to summarize general water quality and identify conditions that may contribute to maintenance or public health liabilities. Project entailed the development and application of a water clarifier treatment program to reduce turbidity in the two sediment ponds.

Stormwater Asset Management. Dominion Energy, Statewide, VA

Served as Project Manager to oversee inspection and asset management of over 100 Dominion Energy-owned SWM facilities located throughout the Commonwealth of Virginia. Responsibilities include stormwater asset management, GIS-based inventory mapping, maintenance budgeting and overall MS4 permit compliance tasks.



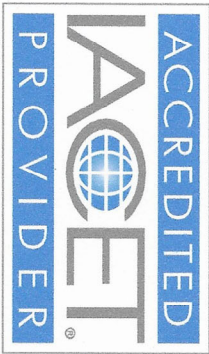
CERTIFICATE OF COMPLETION

This certifies that

Ethan Cassee

has successfully completed the course

OSHA 10 Hour Outreach Training Program - Construction



CEUs
1.0



Credit Hours
10.00



Completion Date
09/29/2025

Jason Cole, Trainer C 26-0113289 and G 26-0084457



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

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Matthew Whitacre

Manager – GIS and Ecological Services

Matt Whitacre has overseen multiple large-scale post-construction stormwater management (SWM) facility inspections contracts along with multiple large wetland delineation and permitting projects throughout the state of Virginia. He applies GIS technology to streamline both field and office workflows related to environmental compliance, feasibility, and locations tasks. He holds both graduate and undergraduate degrees in GIS and specializes in cartography, spatial analysis, and GIS application development. Matt is also Co-Inventor, with Jason Murnock, of the GIS Application: Methods, Systems, and Computer Readable Media for Combining Pollution Source Information with Geographic and/or Temporal Information for a Land Disturbing Construction Site (US-10706484-B1).

AT A GLANCE

Contact

matt@compliancepros.online
540.664.9113

Years' Experience

16 Years

Education

- A.S. Natural Resource Management
- B.S. Geographic & Environmental Science
- Master's Certificate in GIS

Professional Licenses, Certifications, and Trainings

- DEQ Stormwater Management Inspector (SWIN 0657)
- FAA sUAS Remote Pilot

SELECT WORK EXPERIENCE

Compliance Professionals – Highlander Solar – Mobile GIS Application for SWM

The Highlander Solar Facility is the largest solar facility east of the Rocky Mountains spanning over 6,000 acres. Matt was tasked to develop a mobile GIS application to streamline the inspections of the nearly 400 SWM facilities located throughout the project site. The development and implementation of this application has proven to be an essential planning and inspections tool for this massive project.

Compliance Professionals – Throughout Virginia

As Manager of GIS and Ecological Services at Compliance Professionals Matt has overseen multiple environmental feasibility studies for data center projects throughout the piedmont region in Virginia, among others. Tasks in these studies included Wetland Delineations, Phase I ESA's, Perennial Flow Determinations, RPA Delineations, Threatened and Endangered Species studies, and coordination with regulatory agencies for Jurisdictional Determinations.

OTHER WORK EXPERIENCE

Greenway Engineering – Throughout Virginia and West Virginia

As GIS Director of Greenway Engineering, Matt maintained and enhanced the firms longstanding GIS program and oversaw all aspects of GIS responsibilities of the firm spanning from data acquisition and manipulation to complex cartography, and application development.

Also serving as the firms Environmental Compliance Manager, Matt oversaw numerous environmental feasibility projects including Wetland Delineations and Permitting, Threatened and Endangered Species Research, State and Federal agency coordination, Unified Stream Methodology assessments, Phase I Environmental Site Assessments, among others. While with the firm, Matt also oversaw the construction and field design of the Sleepy Creek restoration project in Morgan County, WV. This restoration helped alleviate the estimated 163 tons of sediment and associated nutrients from entering Sleepy Creek and Chesapeake Bay annually.

Angler Environmental/RES, Inc. – Throughout Virginia

As a Stormwater Project Manager, Matt oversaw multiple large scale SWM inspection contracts throughout the State including Fort Belvoir MS4 Compliance Inspections, Dominion Energy Statewide Substation DEQ Compliance Inspections, and Arlington County DEQ Compliance Inspections and Maintenance.

Matt also spearheaded mobile GIS Application development for Angler Environmental as the technology began to emerge. He developed GIS Applications to boost workflows both in and out of the office for wetland delineations, mitigation bank site analysis, erosion and sediment control inspections, and post construction SWM inspections among others.

URS Corporation/South River Science Team – Waynesboro, VA

Served as Environmental Scientist as Part of an ongoing biological study implemented by the Natural Resource Defense Council and the Sierra Club to better understand bioaccumulation of mercury through organisms in freshwater and terrestrial environments. Biological studies associated with this project included benthic macroinvertebrate studies, avian population studies and blood analysis, piscivorous mammal surveys, and fish population survey and diet analysis.



Jonathan Mellis

Senior Environmental Compliance Specialist

Jonathan Mellis performs and documents detailed environmental inspections under limited supervision and oversees the Richmond area with regard to our staffing. He is motivated to work on rugged terrain in active construction zones; confident in reading and advising on adherence to environmental plans;

and experienced in reading and executing projects based on approved construction plans.

SELECT WORK EXPERIENCE

Site Inspections for VPDES Compliance, Multiple Areas, VA

Currently conducting VPDES compliance services and inspections for a variety of clients and project types including VDOT-owned projects, solar developments, Dominion Power projects including Surry Power Plant, and general residential and commercial projects. Typical compliance activities include conducting routine site inspections; providing site audit response and documentation; maintaining Stormwater Pollution Prevention Plan (SWPPP) updates and compliance; speaking with clients and site personnel regarding their specific needs and action items; preparing inspection reports and VPDES-related documentation; assessing environmental impacts to streams and wetlands; and attending meetings with the DEQ, VSMP Authorities, county, municipal and/or 3rd party auditor personnel.

SELECT VDOT EXPERIENCE

Matoaka Woods Stream Restoration

Currently providing the VPDES / SWPPP compliance inspections and C-107 reports for this project which is restoring a large, eroded outfall and stream area in Williamsburg, VA. Duties include site inspections, SWPPP upkeep, agency coordination, and client interaction.

Various Projects, VDOT TMDL Compliance

Inspecting for VDOT's Chesapeake Bay TMDL compliance project sites which include land conversion, stream restoration, stormwater retrofit, and living shoreline restoration projects. Jonathan has demonstrated experience conducting onsite inspections utilizing the C-107 inspection form (parts I & II), specifically for the VDOT Richmond District Complex Stormwater BMP Retrofit project and Timsbury Creek Stream Restoration.

OTHER EXPERIENCE

Angler Environmental/RES, Fredericksburg and Richmond, VA

As an environmental specialist and lead inspector, provided routine environmental compliance inspections for regional and national developers and builders throughout Virginia, and trained/oversaw Richmond's inspectors for the Richmond, VA office. Communicated with and advised clients on how to update and amend regulatory plans and documentation (SWPPP) to maintain compliance with local, state, and federal regulations. Approved of timesheets, billing invoices, and monthly inspection schedules.

AT A GLANCE.

Contact

Jonathan@compliancepros.online

Years of Experience

12 years

Years at Current Firm

3 years

Education

BS, Earth Science

Double minor, Geology, Applied Conservation

Certificates | Licences

- Class A/B UST Operator certified for fueling systems in numerous states
- VA Combined Inspector: Erosion and Sediment Control and Stormwater Facilities, DEQ Cert. #DIN1149
- VDOT ESCCC #2-00934
- CPR / AED certified
- OSHA 30 Hour

Cobb Creek Reservoir, Henrico, VA

The main environmental inspector who conducted all VPDES / SWPPP-related compliance inspections, as well as water quality monitoring mandated by the County. This project involved the specific coordination with county personnel during each inspection, as well as typical SWPPP documentation and upkeep.

CarMax Auto Superstores, Inc., Richmond, VA

Environmental Consultant II who managed environmental regulatory inquiries regarding hazardous materials management, fueling system compliance, and safety at CarMax stores in 27 states. Conducted periodic store visits to complete internal audits of EH&S protocols and inspections of above ground and below ground chemical bulk storage and operational equipment. Reviewed third party compliance inspections for deficiencies and necessary upgrades. Compiled and submitted applications for various permits, registrations, and licenses associated with fueling systems, gasoline dispensing, stormwater management, hazardous waste disposal, and other environmental concerns.

NVR, Inc, Fredericksburg, VA

As the production supervisor for Ryan Homes, scheduled daily subcontractors to perform residential construction for communities in Fredericksburg, Stafford, and Spotsylvania. Performed twice-weekly erosion and sediment control inspections, and ensured that homes were built to quality standards and according to engineered drawings.

Apex Companies, LLC, Midlothian, VA

Environmental scientist who balanced emergency response, soil and groundwater remediation, stormwater control, and erosion and sediment control projects across five mid-Atlantic states. Incorporated field notes and samples into quarterly and annual reports that were delivered to the Virginia Department of Environmental Quality's Regional Offices. Scheduled and supervised subcontractors for on-site remediation efforts.



CERTIFICATE OF COMPLETION

This certifies that

Jonathan Mellis

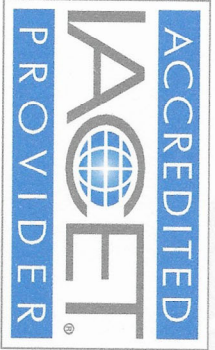
has successfully completed the course

OSHA 30 Hour Outreach Training Program - Construction

 CEUs
3.0

 Credit Hours
30.00

 Completion Date
10/03/2025



Jason Cole, Trainer C 26-0113289 and G 26-0084457



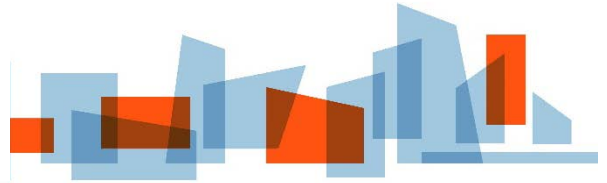
"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation,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

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Philip Jones, PE



Education

BS - Civil Engineering, Virginia Tech
MS - Civil Engineering, George Mason University

Certifications

Registered Professional Engineer-VA
VA DEQ SWM Combined Administrator

2-year with GeoEnv Engineers
13-years total experience

Mr. Jones serves as the Water Resources Manager for GeoEnv Engineers, bringing over 15 years of expertise in water resources design and analysis. He specializes in water resource design including drainage design, stormwater management, floodplain analysis, and green infrastructure. Mr. Jones has experience acting as the Stormwater Manager for the Town of Leesburg where he had responsibility for managing the MS4 program and water resources capital projects. Mr. Jones has developed an in-depth understanding of Virginia engineering standards and processes. He is proficient in using advanced hydraulic modeling tools such as HEC-RAS, HEC-HMS, OpenRoads Drainage, and Bentley software, ensuring precise and effective designs. As a Virginia Department of Environmental Quality Stormwater Management Combined Administrator, Mr. Jones has significant experience meeting Part IIB stormwater requirements for public sector projects.

Municipal Separate Storm Sewer System (MS4) Permit, Town of Leesburg, VA. Stormwater and Environmental Manager. Mr. Jones was responsible for managing all stormwater infrastructure and regulatory requirements for the Town of Leesburg. These responsibilities included

the Town's MS4 permit, TMDL compliance, stormwater management plan reviews, erosion and sediment control plan reviews, and floodplain management. This role included presentations to Town Commissions and the Leesburg Town Council on stormwater management, the Town's Capital Improvement Program, and environmental matters. Acting as the Town's main point of contact with DEQ, he served as the technical expert for all drainage, stormwater management, and erosion and sediment control challenges. He coordinated with Virginia DEQ during audits and responses to reportable illicit discharge events. Additionally, Mr. Jones secured \$1 million in DEQ Stormwater Local Assistance Funding (SLAF) for a TMDL stream restoration project within Town limits.

I-66 Outside the Beltway, Fairfax County, VA. Water Resources Engineer. Mr. Jones served as the design-build team's water resources expert, managing the stormwater management design for the 22.5-mile corridor improvement project along I-66. This \$3.7 billion project involved extensive coordination among multiple design firms and jurisdictions. Mr. Jones also led water resources design for the Nutley Interchange section, addressing critical drainage, hydraulic modeling, and stormwater management challenges. In addition to providing innovative solutions to complex issues, he performed quality assurance/quality control (QA/QC) to ensure design accuracy and compliance throughout the project.

Crosstrail Boulevard Segment B, Loudoun County, VA. Water Resources Lead. Served as Water Resources Lead for the final 1.2-mile segment of Crosstrail Boulevard, a four-lane roadway along a new alignment. Responsibilities included stormwater management, adequate outfall analysis, erosion and sediment control, drainage design, and floodplain modeling. The stormwater design met Part IIB requirements, incorporating 4 Level 2 bioretention basins and a wet pond. The proposed bioretention basins included multiple forms of pretreatment and in-series cells to increase residence time and promote nutrient removal. A 500-foot bridge over Tuscarora Creek required a joint Town of Leesburg and Loudoun County floodplain study and a FEMA Conditional Letter of Map Revision (CLOMR). Extensive coordination with adjacent site developments ensured effective joint-use stormwater management facilities, seamlessly integrating roadway and site development needs.

Northstar Boulevard Shreveport Drive to Route 50. *Water Resources Project Manager.* Mr. Jones oversaw drainage design, stormwater management, and erosion and sediment control for this \$46.3 million design-build project, which extended Northstar Boulevard by 1.4 miles along a new alignment. The project met Part IIB stormwater management requirements and involved extensive coordination with adjacent developments occurring concurrently with the design. The design featured 9 outfalls and proposed 15 new stormwater BMPs, all designed in accordance with Virginia BMP Clearinghouse specifications. The project accomplished successful integration of stormwater management strategies while coordinating with multiple adjacent data center sites under development, addressing shared infrastructure needs and timelines.

Fields Farm Park Road, Loudoun County, VA. *Water Resources Lead.* Mr. Jones was water resources discipline lead for this Loudoun County design-bid-build project, which constructed a new roadway connecting Route 690 to Woodgrove High School in Purcellville. The project's Part IIB water quality requirements were achieved by retrofitting an existing dry pond at the Woodgrove High School site into a Level 2 wet pond. This innovative solution not only met the project's full water quality requirements but also generated excess nutrient removal to support the County's TMDL goals. Remaining stormwater facilities were designed solely for water quantity control, minimizing long-term maintenance costs. Mr. Jones's responsibilities included stormwater management design, adequate outfall analysis, erosion and sediment control, and drainage design. The project successfully incorporated 5 total stormwater management facilities to meet regulatory requirements and ensure effective water resource management.

Route 7/Ashburn Village Blvd Interchange, Loudoun County, VA. *Water Resources Lead.* Mr. Jones served as Water Resources Lead for this design-bid-build project that constructed a new interchange at Route 7 and Ashburn Village Boulevard in Loudoun County. His responsibilities included drainage design, erosion and sediment control, stormwater management, and floodplain modeling. A Loudoun County floodplain alteration study was performed for new box culverts under Ashburn Village Boulevard. The effective design of this new box culvert crossing minimized adjacent property impacts and allowed for a more streamlined right of way acquisition process. The stormwater management design met Part IIC requirements by incorporating 3 stormwater BMPs, all of which were designed to meet both Virginia and Loudoun County Facilities Standards Manual (FSM) requirements.

Route 659 Widening, Loudoun County, VA. *Water Resources Lead.* Served as Water Resources Lead for the design-bid-build widening of Route 659 between Truro Parish Drive and Croson Lane in Loudoun County. Responsibilities included stormwater management, adequate outfall analysis, erosion and sediment control, drainage design, and floodplain modeling. Located within the Beaverdam Reservoir Protection Area, the project met enhanced water quality stormwater management requirements entirely on-site. The design incorporated 12 new stormwater management facilities, all designed in accordance with Virginia BMP Clearinghouse specifications. Additionally, a Loudoun County minor floodplain study was completed to support the design of proposed culverts located just upstream of Beaverdam Reservoir.

Alexandria Waterfront Progressive Design Build. *DSUP Lead.* Mr. Jones acted as development review process discipline lead for the \$100M flood mitigation project in Old Town Alexandria. This role included verifying the projects submittals met zoning and development review requirements and coordinating with City review entities. The project included significant coordination with multiple design disciplines, citizen stakeholders, Board of Architectural Review (BAR), and government review entities. Mr. Jones's role also included technical input for floodplain modeling, stormwater management design, and drainage design for the project. The project's complex drainage network required substantial field verification to validate as-built survey and improve accuracy of floodplain modeling. This effort was critical to verify proposed drainage elements will properly function during flood events in this critical area.

Route 606 Widening, Loudoun County, VA. *Water Resources Lead.* Served as Water Resources Lead for this 119-million-dollar design-build project to widen Route 606 from Arcola Mills Drive to the Dulles Greenway in Loudoun County. Responsibilities included stormwater management design, adequate outfall analysis, erosion and sediment control, drainage design, and hydraulic modeling. The stormwater management design required close coordination with MWAA and NOAA to meet stringent water quality requirements at Dulles Airport and address existing flooding concerns. The final design incorporated 11 stormwater management facilities to meet Part IIC requirements. Additionally, the project included a hydrologic and hydraulic analysis for a proposed box culvert crossing at Cabin Branch, ensuring compliance with both VDOT and Loudoun County standards.



Jeffrey Jacobs

Field Manager • 301-399-5200 • jeffjacobs@patriotnr.org

Summary

Highly experienced Production Manager and Field Superintendent with over 30 years of expertise in the construction industry, specializing in stream restoration, stormwater management, and site work. Proven ability to oversee crews, manage projects, ensure safety, and deliver high-quality results. Adept at coordinating with stakeholders, subcontractors, and inspectors.

Experience

Production Manager / Field Superintendent Patriot Natural Resources - Beallsville, MD

2013 to Present

- Oversee daily operations of multiple crews across diverse project sites, including stream restoration, stormwater management construction and maintenance, and MD State Highway Maintenance contracts.
- Coordinate scheduling and resource allocation to ensure efficient and high-quality work.
- Perform quality control inspections and implement corrective actions to address any issues.
- Build and maintain strong working relationships with project inspectors, general contractors, and subcontractors.

Recent Project Examples

- **Clearing Work:**
 - Executed targeted tree clearing projects to support infrastructure development, utilizing heavy machinery and manual labor.
 - Ensured compliance with environmental regulations during clearing operations.
- **Safety Measures:**
 - Conducted detailed risk assessments and mandatory safety briefings.
 - Enforced strict adherence to safety protocols and PPE requirements.
 - Implemented safe equipment operation practices and emergency response plans.

Self-Employed 1980 to 2013

- Owned and operated a construction company, serving as both a general contractor and subcontractor.
- Provided erosion and sediment control services, grading, and excavation for various projects in the DC metropolitan region.

Certifications

- MDA Professional Fertilizer Applicator
- Montgomery County SWM Certified Contractor
- MDOT SHA Erosion & Sediment Control Manager
- MDOT Certified Traffic Control Manager

19801 Darnestown Rd, Beallsville, MD 20839

Phone: 240-200-0955

Admin@PatriotNR.org

www.PatriotNR.org



Attachment E: Pricing Schedule

	Normal Working	Emergency hours
Services		
Principal	\$175.00 per hour	\$220.00
Certified Safety Professional/Sr. Project Manager	\$150.00 per hour	\$225.00
Environmental Engineer/Professional Geologist	\$150.00 per hour	\$225.00
Project Manager	\$130.00 per hour	\$195.00
Equipment Manager	\$85.00 per hour	\$127.50
Responsible Land Disturber	\$65.00 per hour	\$97.50
Staff Geologist	\$110.00 per hour	\$165.00
Environmental Scientist	\$85.00 per hour	\$127.50
Draftsperson/ CADD Operator	\$95.00 per hour	\$142.50
Field Technician	\$85.00 per hour	\$127.50
Administrative/Documents Manager	\$65.00 per hour	\$97.50
Supervisor	\$85.00 per hour	\$127.50 per hour
Laborer	\$55.00 per hour	\$82.50 per hour
Vacuum Truck and operator services	\$385.00 per hour	Daily Mobilization Fee: \$1,450.00
Confined Space Entry cost per crew (3_crew members)	\$240.00 per hour	Daily Mobilization Fee: \$975.00
Liquids Hauling Charge	\$0.95 per gallon	
Solids Hauling Charge	\$1.50 per gallon	
Pressure Wash Fee	\$850.00 per event	
Equipment		
Trackhoe	\$750.00 per day	
Mini Excavator	\$465.00 per day	
Backhoe	\$500.00 per day	
Skid Steer	\$365.00 per day	
Single-axle dump	\$335.00 per day	
Tandem Axle Dump Truck	\$750.00 per day	
Service truck (4 hour minimum)	\$900.00 per day	
CCTV Equipment with Trailer	\$3,500.00 per day	\$4,750.00 per day
Dewatering Pump {6"} and Hoses	\$335.00 per day	
Chipper	\$420.00 per day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	\$60.00 per ton	
Class I Rip Rap	\$90.00 per ton	
Clearing and Grubbing Crew cost per crew (#_3_crew members)	\$200.00 per hour	Daily Mobilization Fee: \$250.00
Erosion Control Mat with Staples	\$360.00 per roll	
Soil and water analysis (standard turnaround)		
-characterization (TLCP)	\$985.00	
-Total petroleum hydrocarbon (TPH)	\$185.00	
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)	\$285.00	

Assumptions:

- Mobilization fees are to be charged in addition to all work requests. Hourly fees will be charged separately.
- Pressure wash fee is to be charged in addition to vac truck services when washing service is needed.
- Vacuum service projects that require extension hoses for access will be accompanied by a Service Truck and charged in addition to vac truck crew.



**Attachment F:
RFP #JBM-1249 Addenda (1 and 2)**



March 11, 2026

**ADDENDUM NO.: Two
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# JBM-1249**
Dated: **February 17, 2026**
Commodity: **Stormwater Structures Maintenance**
RFP Closing On: **March 17, 2026 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

The following are additional questions/clarifications that were submitted in writing to the university. The responses were provided by the subject matter experts.

1. **Question:** Are there set intervals for maintenance of the campus BMPs or is this on call as needed?

Answer: Primarily on call as needed. We are working on getting certain BMPs, primarily the manufactured BMPs (Filterrras, HDS, Jellyfish, stormfilters, etc.) on a regular maintenance schedule per the manufacturer guidelines.

2. **Question:** Can we review internal BMP inspection reports?

Answer: Yes, those reports can be provided on an as needed basis.

3. **Question:** Is JMU Grounds Maintenance responsible for mulching BMP beds or is that part of this contract?

Answer: Typically, our Grounds staff mulch beds every year as a part of regular landscape maintenance work on campus. But it will depend on the BMP location, time of year, scope of maintenance work (ex. replanting versus pretreatment clean up), and the availability of Grounds staff ultimately.

4. **Question:** Please explain compensation for materials such as mulch, plants, trees, cartridges, etc.

Answer: It is up to the supplier to provide a breakdown of the per-unit cost of the materials in the pricing schedules; it can either be listed as other materials or be submitted in their own categories, depending on supplier classifications such as base rate per linear feet, per

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

cartridge, per sqft, etc. when quoting/invoicing the supplier must provide a breakdown of labor hours and materials quoted/provided to the university.

5. **Question:** Can we develop a schedule for maintenance, e.g. Filterras twice annually as per the manufacturer?

Answer: Yes, we welcome development of schedules for maintenance of BMPs and we are working on developing one right now, especially for the manufactured BMPs. We cannot guarantee a committee to the schedule(s) proposed as funding for maintenance runs through an approval process internally in our department.

6. **Question:** Can we have copies of the as-built drawings for all of the BMPs?

Answer: As-builts can be provided as needed to assist with maintenance work. It should be noted that the older BMPs installed between 1990-2012 (circa before DEQ took over the SWM regs) do not have as detailed as-built documentation and some do not have any as-built documentation.

7. **Question:** What kind of maintenance items will be expected from us regarding the retention ponds?

Answer: Retention pond maintenance would involve mainly vegetative work such as woody plant removal on the embankments, aquatic bench plantings, invasive plant removal in pond buffer areas, etc. Dredging of pretreatment/forebays could also be expected but at a 5–10-year frequency.

Signify receipt of this addendum by initialing “*Addendum #2*” on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan Becerra Martinez". The signature is stylized and cursive.

Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)



February 23, 2026

**ADDENDUM NO.: ONE
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# JBM-1249**
Dated: **February 17, 2026**
Commodity: **Stormwater Structures Maintenance**
RFP Closing On: **March 17, 2026 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

1. A nonmandatory site visit has been scheduled for Tuesday, March 3rd at 1:30 PM. Attendees must register with Juan Becerra Martinez at becer2jx@jmu.edu to arrange parking and a meeting site prior to the close of business (5:00 PM) on Monday, March 2nd, 2026.
2. See attached Stormwater BMP Map_2025. For more information on the Stormwater management facilities.

Signify receipt of this addendum by initialing "*Addendum #1*" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Juan Becerra Martinez". The signature is written in a cursive style with a horizontal line underneath.

Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)

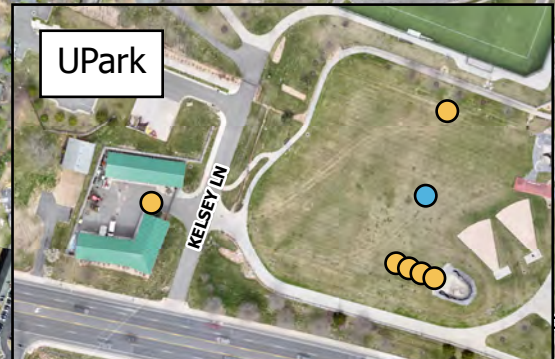
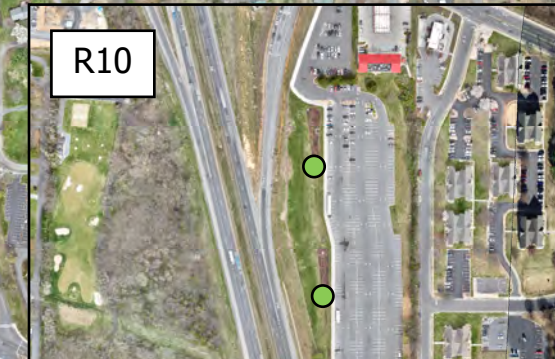
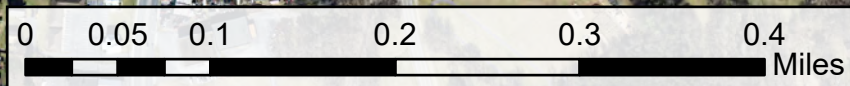
MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

Stormwater Management Facilities

Stormwater BMP Map_2025

- Bioretention (Rain Garden)
- Detention Basin (Underground/Dry Pond)
- Green Roof
- Manufactured Devices (HDS, OWS, Stormfilter, Filterra)
- Land Use Change
- Permeable Pavement
- Rainwater Harvesting
- Retention Pond/Wet Pond
- Sand Filter
- Stream Restoration

Emma Enright May 2025



Stormwater BMP Map_2025

There are many different types of stormwater Best Management Practices (BMP's). Some are designed to deal with water quantity and store stormwater runoff and release at a slower rate to reduce downstream flooding and erosion, while others are designed more for water quality and filter out potential pollutants that drain through the practice. And then there are some that do both! The following is a quick summary of stormwater BMP's that can be found on JMU's campus.

1. Bioretention filters, more commonly known as rain gardens, are constructed treatment areas that slowly release collected stormwater runoff and filters gathered pollutants naturally through plants, plant roots, mulch and bioengineered soil media. There are over 40 bioretention filters of various sizes located on JMU's campus.
2. Detention, or dry ponds, are constructed to provide general flood protection, collecting stormwater runoff and releasing it downstream at a slower rate helping reduce possible flooding downstream. There are 13 detention ponds located on JMU's campus.
3. Detention ponds can also be constructed underground in vaults and work the same as above ground, and generally go unnoticed. Most are a collection of concrete vaults, and there are 6 underground detention systems located on JMU's campus.
4. Green, or living roof, is a constructed roof with vegetation and soil media planted over a waterproof membrane. In addition to reducing the amount of runoff leaving a property, this practice also has additional benefits such as thermal reduction and energy conservation. There are two installations on JMU's campus, one of which is a demonstration area at Madison Union and one on the Bioscience building.
5. Hydrodynamic separators are manufactured structures that separates sediment and other pollutants as they flow through the structure. Collected sediment and debris will then need to be removed during maintenance cleanings. There are 13 hydrodynamic separators on JMU's campus.
6. Land use changes, or conservation landscaping, is the process of taking hardscape surfaces or typical "lawns" and changing the type of plants in the area to meadows and/or forests. JMU's East Campus Hillside Project has taken 3.6 acres of turf and made this change. Also throughout campus, vegetation has been allowed to grow adjacent to streams to provide a riparian buffer.
7. Oil/Water separators are an underground tank system installed to collect petroleum products in the case of a large accidental spill, thus preventing the product from getting into our local streams. JMU has three oil/water separators located at fueling facilities and underground fuel tanks.
8. Permeable pavement allows for infiltration of precipitation for hardscapes such as sidewalks, parking lots, and roadways. There is one installation of permeable pavers on JMU's campus located at parking lot A near Wilson Hall.
9. Rainwater harvesting is a process of capturing stormwater runoff and reusing it on-site. JMU has one installation of this practice on campus located at Wayland Hall.
10. Retention, or wet ponds work very similarly to dry ponds except they will have a permanent pool of water. There are two installations of this practice on JMU's campus located on East Campus.
11. Sand filters are another type of infiltration practice that works very similarly to bioretention filters except the media is mainly comprised of sand and the practices are not landscaped with the plants that are part of bioretentions. There is one installation of this practice on JMU's campus located below the UREC turf field.
12. Stormfilters are another manufactured filtering device that are installed underground and stormwater is filtered as it flows through the structure. There are 14 stormfilters installed on campus.
13. Stream restoration is the process of re-engineering the stream to include natural design concepts to help ensure bank stabilization and reconnect the stream to the floodplain. JMU has restored approximately 3,700 linear feet of stream through the campus.
14. Tree in a Box is another manufactured practice that basically puts a one-plant rain garden in a storm drain inlet. This will treat the first runoff from a storm event which will typically have the majority of fresh pollutants in the drainage area. There are 13 tree in a box units on campus.
15. Wetlands, or in this case constructed wetlands, are a natural biofilter installed to treat pollutants from stormwater runoff. Several "pocket" wetlands were installed along with the stream restoration work in the arboretum which also allows for additional connection to the floodplain and water storage and filtration during flooding events.





Request for Proposal

RFP# JBM-1249

Stormwater Structures Maintenance

February 17, 2026



REQUEST FOR PROPOSAL
RFP# JBM-1249

Issue Date: February 17, 2026
Title: Stormwater Structures Maintenance
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 17, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

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: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-3130; (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:
_____	_____
_____	<i>(Signature)</i>
_____	Name:
_____	_____
	<i>(Please Print)</i>
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 # JBM-1249

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1-4
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	4-8
VI.	EVALUATION AND AWARD CRITERIA	Page	8
VII.	GENERAL TERMS AND CONDITIONS	Page	9
VIII.	SPECIAL TERMS AND CONDITIONS	Page	9-16
IX.	METHOD OF PAYMENT	Page	16-21
X.	PRICING SCHEDULE	Page	21-22
XI.	ATTACHMENTS	Page	23-28
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. SWaM Standard Reporting Template		

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 campus-wide stormwater structure maintenance for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 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 campus spans over 785 acres, including 31 acres located off-campus, and comprises 160 buildings. Stormwater structure maintenance through various seasons/weather conditions is a primary concern for the facilities management department.

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

James Madison expects this solicitation to result in a comprehensive contract for cleaning, maintenance, restoration, and repair of campus stormwater structures and best management practices.

JMU does not guarantee any designated amount of orders from this contract. Purchases between contractors awarded will be at the discretion of the University.

A. SPECIFIC REQUIREMENTS

1. The Contractor shall perform cleaning, maintenance, restoration, and repair of campus stormwater structures and best management practices to include, but not limited to, bioretention filters, riparian buffers, conserved open space, sand filters, various manufactured BMP systems (i.e. CONTECH StormFilter, Stormceptor, Filterra units, bioretention systems), oil-water separators, underground storage vaults, piping, tanks and structures, surface impoundment areas, drop inlets, open drainage channels, streams, catch basins, manholes, outfalls, dry and wet ponds, pond control structures, etc. There may be an occasional need to perform general excavation, patching, and repairing.
2. Contractor shall supply all materials, labor, supervision, and documentation required to complete work.
3. Class A Contractor's License is required. Include a copy of Class A License within proposal.

4. All subcontractors must be approved by the University project manager and stormwater coordinator.
5. Contractor shall comply with all applicable federal, state, local, and University regulations when performing this work. Contractor shall follow the [JMU Facilities Management Design and Construction](#) Guidelines document for any work on campus.
6. Confined space entry and hot work may be required as part of this work.
 - i. Hot Work
 - a. All work involving, but not limited to, welding, brazing, soldering, grinding and other applications that can produce sparks or flame capable of initiating fires shall meet the following safeguards:
 01. Before hot work can begin in a non-designated location, a completed hot work permit prepared by the project manager is required. Based on local conditions, the project manager must determine the length of the period, not to exceed 24 hours, for which the hot work permit is valid.
 02. The following conditions must be confirmed by the project manager before permitting the hot work to commence:
 - b. Atmospheric testing must be performed before work may begin in confined spaces or other areas where a combustible atmosphere may exist. If combustible elements in the atmosphere cannot be eliminated then hot work may not take place.
 - c. Contractor is expected to have atmospheric testing equipment available, In the event of an emergency; the JMU Power Plant may be available to assist.
 - d. Equipment to be used (e.g. welding equipment, shields, personal protective equipment, fire extinguishers) must be in satisfactory operating condition and in good repair.
 - e. The floor must be swept clean for a radius of 35 ft if combustible materials, such as paper or wood shavings are on the floor.
 - f. Combustible floors (except wood on concrete) must be (#1) Kept wet or be covered with damp sand (note: where floors have been wet down, personnel operating arc welding or cutting equipment shall be protected from possible shock)., or (#2) Be protected by noncombustible or fire-retardant shields.
 - g. All combustible materials must be moved at least 35 ft away from the hot work operation. If relocation is impractical, combustibles must be protected with fire-retardant covers, shields or curtains. Edges of covers at the floor must be tight to prevent sparks from going under them, including where several covers overlap when protecting a large pile.
 - h. Openings or cracks in walls, floors, or ducts within 35 ft of the site must be tightly covered with fire-retardant or noncombustible material to prevent the passage of sparks to adjacent areas.
 - i. If hot work is done near walls, partitions, ceilings, or roofs of combustible construction, fire-retardant shields or guards must be provided to prevent ignition.

- j. If hot work is to be done on a wall, partition, ceiling, or roof, precautions shall be taken to prevent ignition of combustibles on the other side by relocating combustibles. If it is impractical to relocate combustibles, a fire watch on the opposite side from the work must be posted.
 - k. Hot work must not be attempted on a partition, wall, ceiling, or roof that has a combustible covering or insulation, or on walls or partitions of combustible sandwich-type panel construction.
 - l. Hot work that is performed on pipes or other metal that is in contact with combustible walls, partitions, ceilings, roofs, or other combustibles must not be undertaken if the work is close enough to cause ignition by conduction.
 - m. Fully charged and operable fire extinguishers that are appropriate for the type of possible fire shall be available immediately at the work area. These extinguishers should be supplied by the group performing the hot work. The fire extinguishers normally located in a building are not considered to fulfill this requirement.
 - n. If hot work is done in proximity to a sprinkler head, a wet rag shall be laid over the head and then removed at the conclusion of the welding or cutting operation. During hot work, special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems (for example, special extinguishing systems or sprinklers).
 - o. Nearby personnel must be suitably protected against heat, sparks, and slag.
 - p. It is the contractor's responsibility to perform all required tasks.
 - 01. A fire watch shall be maintained, by the contractor, during all phases of hot work and for at least 60 minutes after completion of hot work operations in order to detect and extinguish smoldering fires.
 - q. The fire watch's only responsibility is to observe the work area where the hot work is being performed. The fire watch shall not perform any other tasks during this time.
 - r. Depending on the situation, multiple fire watches may be needed for one job.
 - 01. The project manager shall inspect the job site 60 minutes following completion of hot work and close out the permit with the time and date of the final check.
 - 02. The area will continued to need to be monitored for 3 hours after the 60 minute fire watch is complete. It will be up to the employee's discretion as to how often they check the area. Considerations should be given to the type of fire detection and suppression equipment available in the building as well as to the surroundings that the work was performed in.
 - 03. These procedures are intended to compliment and/or exceed all OSHA required actions.
7. Work may include other environmental projects as required by the University.
8. Contractor shall have sufficient resources to work multiple jobs at the same time.

9. The job foreman and project manager or project lead, if the same person is serving in both capacities, must be fluent in English and be present on the job site during all work.
10. The University reserves the right to specify precisely the types of materials to be utilized.
11. Any wastewater from maintenance operations should be captured by the contractor and disposed of appropriately according to state and federal laws and regulations. NO wastewater should be discharged to any stormwater structure, stormwater conveyance, or to any waterbody.
12. Normal working hours shall be Monday through Friday, 7:30 AM – 4:00 PM. If work must be completed during non-working hours, prior authorization must be given by the University project manager.

B. DESCRIBE STATEMENTS: Address the following statements within the proposal.

Offeror Must Provide a Response to the Following Questions to be Considered.

1. Describe your approach and ability 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 stated herein. Include how your firm will provide excellent customer service on fast turn-around projects to include mobilization of a crew if your firm is not in close proximity to the University.
2. Fully describe the qualifications, capabilities, and experience of your firm, in particular, providing stormwater structure maintenance, to include your firm's size and number of employees and any pertinent/related certifications.
3. Provide an organizational chart indicating which individuals or positions have knowledge of a contract with the University and the degree which each person would be responsible to the University account. Include names of project managers and supervisors.
4. Describe the experience your firm has with provisions of similar services to comparable institutions. These may be term contracts or one time purchases.
5. Provide a statement that indicates whether your firm has been subject to OSHA inspections by State and/or Federal agencies and the results, including citations, if any.
6. Provide information regarding any contract that an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

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.f. 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 Section V.4.f. below.
- iii. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.

2. Should the proposal contain **proprietary information, provide one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

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

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

4. Proposal Preparation

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

will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	30
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>15</u>
	100

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

offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

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

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

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

Name of Purchasing Officer: _____

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent 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. 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.
- R. 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.
- S. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- T. 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.
- U. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to

the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

- V. 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.
- W. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type _____

- X. EXCAVATION PERMIT: No digging, boring, or post driving is allowed on University property without prior written approval of the Physical Plant Engineering Office and the Telecommunications Office. Approval requires obtaining a JMU Excavation Permit with signatures from both offices a minimum of five days prior to excavation. In addition, any work within a City of Harrisonburg right-of-way requires a Permit from the City Engineer's office. The Permit(s) must be available for inspection at the job site during the excavation process. Failure to comply with these requirements will result in work shutdown, repair of damages by the Contractor, and may result in a fine, contract termination, and/or default. Information may be obtained by contacting Miss Utility.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Contractor shall indicate pricing for items on the following list and add any goods or services to this list deemed pertinent. Any additional items added to the pricelist shall be highlighted.

The contractor shall be responsible for the itemization and break down of all quotes and invoices based on pricing provided in the PRICING SCHEDULE.

	Normal Working	Emergency hours
Services		
Principal	per hour	
Certified Safety Professional/Sr. Project Manager	per hour	
Environmental Engineer/Professional Geologist	per hour	
Project Manager	per hour	
Equipment Manager	per hour	
Responsible Land Disturber	per hour	
Staff Geologist	per hour	
Environmental Scientist	per hour	
Draftsperson/ CADD Operator	per hour	
Field Technician	per hour	
Administrative/Documents Manager	per hour	
Supervisor	per hour	per hour
Laborer	per hour	per hour
Vacuum Truck and operator services	per hour	Daily Mobilization Fee:
Confined Space Entry cost per crew (#__ crew members)	per hour	Daily Mobilization Fee:
Liquids Hauling Charge	per gallon	
Solids Hauling Charge	per gallon	
Pressure Wash Fee	per event	
Equipment		
Trackhoe	per day	
Mini Excavator	per day	
Backhoe	per day	
Skid Steer	per day	
Single-axle dump	per day	
Tandem Axle Dump Truck	per day	
Service truck (4 hour minimum)	per day	
CCTV Equipment with Trailer	per day	
Dewatering Pump {6"} and Hoses	per day	
Chipper	per day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	per ton	
Class I Rip Rap	per ton	
Clearing and Grubbing Crew cost per crew (#__ crew members)	per hour	Daily Mobilization Fee:
Erosion Control Mat with Staples	per roll	
Soil and water analysis {standard turnaround}		
-characterization		
-Total petroleum hydrocarbon (TPH)		
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)		

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment F: SWaM Sub-contractor Reporting Template

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 C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

**YOU MAY CUT OUT THIS TEMPLATE & ATTACH TO YOUR
ENVELOPE IF MAILING**

Cut Here

Vendor Name

Vendor Mailing Address

Vendor's City, State & Zip

JAMES MADISON UNIVERSITY
PROCUREMENT SERVICES, MSC 5720
ATTN: Juan Becerra Martinez
752 OTT STREET, WINE PRICE BUILDING
HARRISONBURG, VA 22807
(or 22801 if using "Courier Service i.e. UPS, Fed-Ex, etc.)

SEALED PROPOSAL RESPONSE (If responding by mail or courier)

RFP NO: JBM-1249

DATE DUE: 03/17/2026 @ 2:00 p.m.

Response Checklist:

- Completed RFP (Answered questions on the statement of needs section, Pgs. 1-4 and completed Pricing Schedule, Pg.21-22)
- Signed form on second page of RFP titled "*REQUEST FOR PROPOSAL*"
- Completed Attachment A– Offeror Data Sheet
- Completed Attachment B – SwaM Utilization Plan
- Acknowledge Receipt of Addenda (if applicable)



February 23, 2026

**ADDENDUM NO.: ONE
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# JBM-1249**
Dated: **February 17, 2026**
Commodity: **Stormwater Structures Maintenance**
RFP Closing On: **March 17, 2026 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

1. A nonmandatory site visit has been scheduled for Tuesday, March 3rd at 1:30 PM. Attendees must register with Juan Becerra Martinez at becer2jx@jmu.edu to arrange parking and a meeting site prior to the close of business (5:00 PM) on Monday, March 2nd, 2026.
2. See attached Stormwater BMP Map_2025. For more information on the Stormwater management facilities.

Signify receipt of this addendum by initialing "*Addendum #1*" on the signature page of your proposal.

Sincerely,











A handwritten signature in black ink that reads "Juan Becerra Martinez". The signature is written in a cursive style with a large, sweeping initial "J".

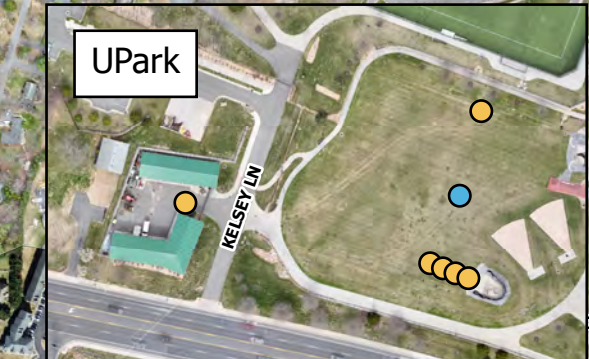
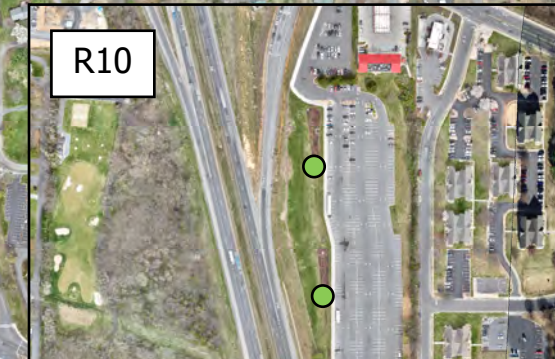
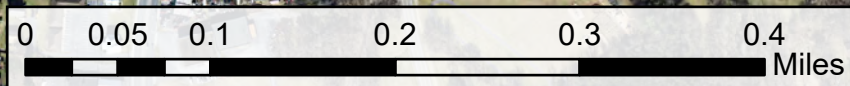
Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

Stormwater Management Facilities

Stormwater BMP Map_2025

-  Bioretention (Rain Garden)
 -  Detention Basin (Underground/Dry Pond)
 -  Green Roof
 -  Manufactured Devices (HDS, OWS, Stormfilter, Filterra)
 -  Land Use Change
 -  Permeable Pavement
 -  Rainwater Harvesting
 -  Retention Pond/Wet Pond
 -  Sand Filter
 -  Stream Restoration
- Emma Enright May 2025



Stormwater BMP Map_2025

There are many different types of stormwater Best Management Practices (BMP's). Some are designed to deal with water quantity and store stormwater runoff and release at a slower rate to reduce downstream flooding and erosion, while others are designed more for water quality and filter out potential pollutants that drain through the practice. And then there are some that do both! The following is a quick summary of stormwater BMP's that can be found on JMU's campus.

1. Bioretention filters, more commonly known as rain gardens, are constructed treatment areas that slowly release collected stormwater runoff and filters gathered pollutants naturally through plants, plant roots, mulch and bioengineered soil media. There are over 40 bioretention filters of various sizes located on JMU's campus.
2. Detention, or dry ponds, are constructed to provide general flood protection, collecting stormwater runoff and releasing it downstream at a slower rate helping reduce possible flooding downstream. There are 13 detention ponds located on JMU's campus.
3. Detention ponds can also be constructed underground in vaults and work the same as above ground, and generally go unnoticed. Most are a collection of concrete vaults, and there are 6 underground detention systems located on JMU's campus.
4. Green, or living roof, is a constructed roof with vegetation and soil media planted over a waterproof membrane. In addition to reducing the amount of runoff leaving a property, this practice also has additional benefits such as thermal reduction and energy conservation. There are two installations on JMU's campus, one of which is a demonstration area at Madison Union and one on the Bioscience building.
5. Hydrodynamic separators are manufactured structures that separates sediment and other pollutants as they flow through the structure. Collected sediment and debris will then need to be removed during maintenance cleanings. There are 13 hydrodynamic separators on JMU's campus.
6. Land use changes, or conservation landscaping, is the process of taking hardscape surfaces or typical "lawns" and changing the type of plants in the area to meadows and/or forests. JMU's East Campus Hillside Project has taken 3.6 acres of turf and made this change. Also throughout campus, vegetation has been allowed to grow adjacent to streams to provide a riparian buffer.
7. Oil/Water separators are an underground tank system installed to collect petroleum products in the case of a large accidental spill, thus preventing the product from getting into our local streams. JMU has three oil/water separators located at fueling facilities and underground fuel tanks.
8. Permeable pavement allows for infiltration of precipitation for hardscapes such as sidewalks, parking lots, and roadways. There is one installation of permeable pavers on JMU's campus located at parking lot A near Wilson Hall.
9. Rainwater harvesting is a process of capturing stormwater runoff and reusing it on-site. JMU has one installation of this practice on campus located at Wayland Hall.
10. Retention, or wet ponds work very similarly to dry ponds except they will have a permanent pool of water. There are two installations of this practice on JMU's campus located on East Campus.
11. Sand filters are another type of infiltration practice that works very similarly to bioretention filters except the media is mainly comprised of sand and the practices are not landscaped with the plants that are part of bioretentions. There is one installation of this practice on JMU's campus located below the UREC turf field.
12. Stormfilters are another manufactured filtering device that are installed underground and stormwater is filtered as it flows through the structure. There are 14 stormfilters installed on campus.
13. Stream restoration is the process of re-engineering the stream to include natural design concepts to help ensure bank stabilization and reconnect the stream to the floodplain. JMU has restored approximately 3,700 linear feet of stream through the campus.
14. Tree in a Box is another manufactured practice that basically puts a one-plant rain garden in a storm drain inlet. This will treat the first runoff from a storm event which will typically have the majority of fresh pollutants in the drainage area. There are 13 tree in a box units on campus.
15. Wetlands, or in this case constructed wetlands, are a natural biofilter installed to treat pollutants from stormwater runoff. Several "pocket" wetlands were installed along with the stream restoration work in the arboretum which also allows for additional connection to the floodplain and water storage and filtration during flooding events.





March 11, 2026

**ADDENDUM NO.: Two
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# JBM-1249**
Dated: **February 17, 2026**
Commodity: **Stormwater Structures Maintenance**
RFP Closing On: **March 17, 2026 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

The following are additional questions/clarifications that were submitted in writing to the university. The responses were provided by the subject matter experts.

1. **Question:** Are there set intervals for maintenance of the campus BMPs or is this on call as needed?

Answer: Primarily on call as needed. We are working on getting certain BMPs, primarily the manufactured BMPs (Filterras, HDS, Jellyfish, stormfilters, etc.) on a regular maintenance schedule per the manufacturer guidelines.

2. **Question:** Can we review internal BMP inspection reports?

Answer: Yes, those reports can be provided on an as needed basis.

3. **Question:** Is JMU Grounds Maintenance responsible for mulching BMP beds or is that part of this contract?

Answer: Typically, our Grounds staff mulch beds every year as a part of regular landscape maintenance work on campus. But it will depend on the BMP location, time of year, scope of maintenance work (ex. replanting versus pretreatment clean up), and the availability of Grounds staff ultimately.

4. **Question:** Please explain compensation for materials such as mulch, plants, trees, cartridges, etc.

Answer: It is up to the supplier to provide a breakdown of the per-unit cost of the materials in the pricing schedules; it can either be listed as other materials or be submitted in their own categories, depending on supplier classifications such as base rate per linear feet, per

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

cartridge, per sqft, etc. when quoting/invoicing the supplier must provide a breakdown of labor hours and materials quoted/provided to the university.

5. **Question:** Can we develop a schedule for maintenance, e.g. Filterras twice annually as per the manufacturer?

Answer: Yes, we welcome development of schedules for maintenance of BMPs and we are working on developing one right now, especially for the manufactured BMPs. We cannot guarantee a committee to the schedule(s) proposed as funding for maintenance runs through an approval process internally in our department.

6. **Question:** Can we have copies of the as-built drawings for all of the BMPs?

Answer: As-builts can be provided as needed to assist with maintenance work. It should be noted that the older BMPs installed between 1990-2012 (circa before DEQ took over the SWM regs) do not have as detailed as-built documentation and some do not have any as-built documentation.

7. **Question:** What kind of maintenance items will be expected from us regarding the retention ponds?

Answer: Retention pond maintenance would involve mainly vegetative work such as woody plant removal on the embankments, aquatic bench plantings, invasive plant removal in pond buffer areas, etc. Dredging of pretreatment/forebays could also be expected but at a 5–10-year frequency.

Signify receipt of this addendum by initialing “*Addendum #2*” on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan Becerra Martinez". The signature is stylized and cursive.

Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)