



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU5004

This contract entered into this 25th day of September 2017 by Waco, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From September 25, 2017 through September 24, 2018 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-978 dated July 31, 2017:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated August 11, 2017 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated September 18, 2017.

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

CONTRACTOR:

PURCHASING AGENCY:

By: Larry E Battaile
(Signature)

By: Michael Morrison
(Signature)

Larry E Battaile
(Printed Name)

Michael Morrison
(Printed Name)

Title: Vice President

Title: Buyer Specialist

RFP# MPM-978 DUCT AND EXHAUST CLEANING

9/18/2017

The Primary Point of Contact for this Contract is:

Larry Battaile
 Vice President
 540-434-7390
l.battaile@waco.net

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)/hour	100.00	100.00	100.00	123.00	123.00	123.00	123.00	100.00	123.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)/hour	100.00	100.00	100.00	123.00	123.00	123.00	123.00	100.00	123.00
HVAC Inspector/Ventilation Auditor/hour	56.00	56.00	56.00	70.00	70.00	70.00	70.00	56.00	70.00
Project Manager for Multiple Crews/hour	56.00	56.00	56.00	70.00	70.00	70.00	70.00	56.00	70.00
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor) /hour	140.00	140.00	140.00	165.00	165.00	165.00	165.00	140.00	165.00
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-	140.00	140.00	140.00	165.00	165.00	165.00	165.00	140.00	165.00

NEGOTIATION SUMMARY

WACO, INC.

2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor) /hour									
HVAC Inspector/Ventilation Auditor/hour	78.00	78.00	78.00	97.00	97.00	97.00	97.00	78.00	97.00
Project Manager for Multiple Crews/hour	78.00	78.00	78.00	97.00	97.00	97.00	97.00	78.00	97.00
Equipment and Materials									
Price/Unit	<i>See Attached Price Sheet</i>								

Other Fees	
Charge Card Processing Fees:	0 % Prefer ACH Direct Deposit

A. RFP DOCUMENTS: 6. PRICING SCHEDULE - MATERIALS

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
	ACCESS DOORS		
	12" - 24" RECTANGULAR	EACH	\$70.00
	SMALL ROUND	EACH	\$50.00
	MEDIUM ROUND	EACH	\$65.00
	LARGE	EACH	\$70.00
	SHEET METAL PATCH	EACH	\$16.00
	FOIL TAPE	ROLL	\$23.00
	DUCT TAPE	ROLL	\$7.00
	COIL CLEANER	GALLON	\$39.00
	COIL CLEANER SPRAY	CAN	24.00
	DUCT SEALER	GALLON	48.00
	PAINT BRUSHES	EACH	\$3.00
	PLASTIC SHEETING	ROLL	\$78.00
	RAGS 10#	BUNDLE	\$29.00
	TOWELS	BOX	\$38.00
	CONTRACTOR TRASH BAGS	BOX	\$38.00
	VACUUM BAGS	EACH	\$10.00
	CAULK	TUBE	\$8.00
	#8 SELF DRILLING SCREWS	PACK	\$8.00
	SPRAY ADHESIVE	CAN	\$6.00
	BARRICADE TAPE	ROLL	\$20.00
	PROTECTIVE SUITS	EACH	\$5.00
	RESPIRATOR FILTERS	PACK	\$8.00
	1/2" NEGATIVE AIR FILTER	EACH	\$1.00
	2" NEGATIVE AIR FILTER	EACH	\$9.00
	POLY EXHAUST TUBE	ROLL	\$90.00
	MATERIALS NOT LISTED	MSRP LESS 10%	



**James Madison University
VASCUPP Proposal**

RFP # MPM-978

Duct and Exhaust Cleaning

WACO INC.
844 COTTONTAIL TRAIL
MT. CRAWFORD, VIRGINIA 22841

WWW.WACOINC.NET

540-434-7390

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REQUEST FOR PROPOSAL
RFP # MPM-978

Issue Date: 7/31/2017
Title: Duct and Exhaust Cleaning
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. on AUGUST 31, 2017 For Furnishing The Services Described Herein.

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

All Inquiries for Information and Clarification Should Be Directed To: Michael Morrison, Buyer Specialist Procurement Services, morrismp@jmu.edu 540/568-6181 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Waco Inc.
844 Cottontail Trail
Mount Crawford, VA 22841
Date: August 11, 2017
Web Address: www.wacoinc.net
Email: lbattaile@wacoinc.net

By: 
(Signature in Ink)
Name: Larry E. Battaile
(Please Print)
Title: Vice President
Phone: 540-434-7390
Fax #: 540-638-1675

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.

Rev. 12/9/15 (Previous Rev 8/18/15) LMF

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 54 Months 7
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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City of Charlottesville	20 years	Charlottesville VA	Mr. Groom 434-970-3069
Albemarle Cty Schools	20 years	Charlottesville VA	Ms. Cornett 434-972-4055
James Madison University	20 years	Harrisonburg VA	Mr. Viscomi 540-568-3692
Radford University	20 years	Radford VA	Ms. Noonkester 540-831-5634
West Rock Co.	20 years	Lynchburg VA	Mr. Woodson 434-546-0602

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

Waco Inc. 844 Cottontail Trail, Mt. Crawford VA 22841

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: Waco Inc. Preparer Name: Larry Battaile

Date: August 11, 2017

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 SBSB 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: Duct and Exhaust Cleaning August 11, 2017
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses Date Form Completed
 for this Proposal and Subsequent Contract

Offeror / Proposer: Waco Inc. 844 Cottontail Trail, Mt. Crawford VA 22841 Larry Battaille / 540-434-7390
 Firm Address Contact Person/No.

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

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

A. RFP DOCUMENTS: 5. PRICING SCHEDULE BY ZONE FOR LABOR

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)	\$800	\$800	\$800	\$990	\$990	\$990	\$990	\$800	\$990
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)	\$800	\$800	\$800	\$990	\$990	\$990	\$990	\$800	\$990
HVAC Inspector/Ventilation Auditor	\$450	\$450	\$450	\$560	\$560	\$560	\$560	\$450	\$560
Project Manager for Multiple Crews	\$450	\$450	\$450	\$560	\$560	\$560	\$560	\$450	\$560
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)	\$1,120	\$1,120	\$1,120	\$1,320	\$1,320	\$1,320	\$1,320	\$1,120	\$1,320
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)	\$1,120	\$1,120	\$1,120	\$1,320	\$1,320	\$1,320	\$1,320	\$1,120	\$1,320
HVAC Inspector/Ventilation Auditor	\$630	\$630	\$630	\$780	\$780	\$780	\$780	\$630	\$780
Project Manager for Multiple Crews	\$630	\$630	\$630	\$780	\$780	\$780	\$780	\$630	\$780
Equipment and Materials									
<i>Price/Unit</i>	SEE ATTACHED								
Other Fees									
Charge Card Processing Fees:	3 %								

A. RFP DOCUMENTS: 6. PRICING SCHEDULE - MATERIALS

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
	ACCESS DOORS		
	12" - 24" RECTANGULAR	EACH	\$70.00
	SMALL ROUND	EACH	\$50.00
	MEDIUM ROUND	EACH	\$65.00
	LARGE	EACH	\$70.00
	SHEET METAL PATCH	EACH	\$16.00
	FOIL TAPE	ROLL	\$23.00
	DUCT TAPE	ROLL	\$7.00
	COIL CLEANER	GALLON	\$39.00
	COIL CLEANER SPRAY	CAN	24.00
	DUCT SEALER	GALLON	48.00
	PAINT BRUSHES	EACH	\$3.00
	PLASTIC SHEETING	ROLL	\$78.00
	RAGS 10#	BUNDLE	\$29.00
	TOWELS	BOX	\$38.00
	CONTRACTOR TRASH BAGS	BOX	\$38.00
	VACUUM BAGS	EACH	\$10.00
	CAULK	TUBE	\$8.00
	#8 SELF DRILLING SCREWS	PACK	\$8.00
	SPRAY ADHESIVE	CAN	\$6.00
	BARRICADE TAPE	ROLL	\$20.00
	PROTECTIVE SUITS	EACH	\$5.00
	RESPIRATOR FILTERS	PACK	\$8.00
	1/2" NEGATIVE AIR FILTER	EACH	\$1.00
	2" NEGATIVE AIR FILTER	EACH	\$9.00
	POLY EXHAUST TUBE	ROLL	\$90.00
	MATERIALS NOT LISTED	COST PLUS 10%	

A. RFP DOCUMENTS: 7. VASCUPP SALES FOR THE PAST 12 MONTHS

GEORGE MASON UNIVERSITY	\$0.00
RADFORD UNIVERSITY	\$79,661.00
VIRGINIA MILITARY INSTITUTE	\$0.00
JAMES MADISON UNIVERSITY	\$137,896.00
UNIVERSITY OF VIRGINIA	\$2,669,719.00
VIRGINIA TECH.	\$525,618.00
OLD DOMINION UNIVERSITY	\$0.00
VIRGINIA COMMONWEALTH UNIVERSITY	\$802,462.00
WILLIAM & MARY	\$2,180.00
	<hr/>
	\$4,217,536.00

A. RFP DOCUMENTS: 8. WACO INC. VASCUPP CONTRACTS

CONTRACT TITLE ↑	CATEGORY	CONTRACTOR	CONTRACT NUMBER	BUYER INFO	SWAM	CURRENT TERM EXPIRES
Asbestos Abatement Services  	Maintenance/Materials	Waco, Inc.	UCPJMU4423	Chris Beahm beahmcm@jmu.edu 540-568-3002	selected=	5/10/2018
General Mechanical Services  	Maintenance/Materials	Waco, Inc.	UCPJMU4490	Michael Morrison morrismp@jmu.edu 540-568-6181	N/A	9/28/2018
Mechanical Services  	Services	Waco, Inc.	VTS-216-2016	Greg Pratt gregp65@vt.edu 540-231-7852	N/A	1/31/2018
On-Demand Mechanical Services  	Services	Waco Inc	UCP-TS-063-14	Greg Pratt gregp65@vt.edu 540-231-7852	N/A	5/1/2018

B. PLAN AND METHODOLOGY FOR PROVIDING GOODS/SERVICES

WACO INC. SHALL PROVIDE SERVICES TO JAMES MADISON UNIVERSITY AND THE OTHER VASCUPP MEMBERS AS REQUESTED BY THIS RFP #MPM-978 DUCT AND EXHAUST CLEANING.

OUR SERVICES WILL PROVIDE CAMPUS-WIDE DUCT AND EXHAUST CLEANING SERVICES, TO INCLUDE BUT NOT BE LIMITED TO THE CLEANING OF HEATING, VENTILATION, AND AIR CONDITIONING DUCT WORK; BATHROOM AND CLOTHES DRYER EXHAUSTS; AND INCLUDING FANS, EXHAUST GRILLES, LOUVERS, AND DUCTS.

WACO INC. WILL PROVIDE ALL DOCUMENTATION, *EQUIPMENT, INSURANCE, LABOR, MATERIALS, DISPOSAL AND SUPERVISION TO PROVIDE THESE SERVICES TO THE UNIVERSITY. A CLEAR, CONCISE AND PROFESSIONAL QUALITY PROPOSAL QUOTE FOR EACH PROJECT WILL BE PROVIDED TO THE UNIVERSITY FOR REVIEW AND ACCEPTANCE.

WACO INC. SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE CURRENT PUBLISHED STANDARDS OF THE NATIONAL AIR DUCT CLEANING ASSOCIATION (NADCA)

ON EACH PROJECT UNDER THIS CONTRACT, A VENTILATION AUDIT WILL BE PERFORMED BEFORE AND AFTER THE CLEANING OF ALL REGISTERS, GRILLS, COILS AND DAMPERS. IF A SYSTEM IS IN NEED OF REPAIR, WACO INC. SHALL NOTIFY THE UNIVERSITY'S DESIGNATED REPRESENTATIVE IMMEDIATELY. DOCUMENTATION OF THIS NOTIFICATION SHALL BE MADE AND PLACED IN OUR JOB FILE.

* EQUIPMENT NOTE:

RENTAL EQUIPMENT SUCH AS SCAFFOLDING, SCISSORS LIFTS AND BOOM LIFTS WILL BE PROVIDED AT AN ADDITIONAL COST. THE ADDITIONAL COST WILL BE OUR INVOICED AMOUNT PLUS 15%. A COPY OF THE INVOICE WILL BE PROVIDED WITH OUR BILLING.

OUR DETAILED APPROACH TO EACH OF YOUR ITEMS FOUND IN SECTION IV. STATEMENT OF NEEDS PARAGRAPH L IS ADDRESSED BELOW:

SECTION IV STATEMENT OF NEEDS PARAGRAPH L

DESCRIBE IN DETAIL YOUR APPROACH TO EACH OF THE FOLLOWING ITEMS AND INCLUDE ALL ASSOCIATED COSTS.

- A. DESCRIBE APPROACH TO PROVIDING THE SPECIFIED SERVICES FOR BOTH LARGE AND SMALL SCALE PROJECTS TO INCLUDE PROCESS, METHODOLOGY, AND WORK PLAN.

Response: To Waco Inc. the size of the job really does not matter. We will approach all jobs with our full attention to get the project completed correctly, as per specifications, and to the satisfaction of the owner. Upon receipt of an inquiry we will arrange to meet with the owner's representative for a site visit and to review the owner's requirements for the specific project. Our project manager will then provide a price proposal based on the facts provided to us. Upon acceptance of our proposal, the work will be scheduled with the owner. Our NADCA style Work Plan will be created. A Pre-Cleaning System Assessment will be performed and our HVAC Visual Inspection form will be completed. Following completion of the project Waco Inc. will perform a Post Cleaning HVAC Visual Inspection and documentation. A copy of our documentation forms and work plan are located in the attachments section.

- B. DESCRIBE EXPERIENCE PROVIDING THE SPECIFIED SERVICES. EMPHASIZE EXPERIENCE WITH OTHER HIGHER EDUCATION INSTITUTIONS SIMILAR TO JMU.

Response: Waco Inc. has been cleaning duct for over two decades. After the NADCA emerged as the association that appeared to set the standard for cleaning HVAC systems we elected to join that organization in 2001. We have adjusted our procedures and methodology over the years to reflect their current standards.

Although often needed, we have found that with today's tight budgets, the process of duct cleaning appears to be low on the list of priorities for owners. Over the years, Waco Inc. has performed duct cleaning for many clients.

Albemarle County Schools, Augusta County Schools and James Madison University are some of the educational clients that we have served.

- C. PROVIDE EXAMPLES OF RECENT PROJECTS OF COMPARABLE SERVICES THAT HAVE BEEN COMPLETED BY YOUR FIRM. LIST THE DOLLAR AMOUNT, TIME FRAME, SERVICES PERFORMED, AND CONTACT INFORMATION.

Response: Comparable services performed-

Owner	Contact Name	Contact Phone	Time Frame	Amount
JMU	Brian Clements	540-568-3891	1/4/12 to 1/6/12	\$2,880.00
JMU	Brian Clements	540-568-3891	1/4/12 to 1/6/12	\$1,180.00
JMU	Brian Clements	540-568-3891	5/7/12 to 5/10/12	\$4,880.00
BAE Systems	Nathan Facemire	540-639-7039	11/08/16 to 11/14/16	\$4,700.00
Albemarle Schools	Lindsay Snoddy	434-566-1169	07/02/15 to 07/07/15	\$11,660.00

- D. IDENTIFY AND PROVIDE COPIES OF ALL RELEVANT CERTIFICATIONS AND LICENSES THAT THE CONTRACTOR AND/OR EMPLOYEES CURRENTLY HOLD.

Response: Waco Inc. holds many licenses and is a member of the NADCA. The listing of all of these licenses is relevant because it shows that Waco Inc. is very active in the construction industry and is able to meet the requirements of many different states.

Memberships

NADCA Mt. Crawford	Member Since 2001	06/30/2018
NADCA Radford	Member Since 2008	06/30/2018
General Contractor Licenses	Number	Expiration Date
Virginia-	2701007061	01/31/2019
West Virginia	WV000690	08/06/2018
Maryland	18168946	04/30/2018
North Carolina	11594	12/31/2017
South Carolina	G11865	10/31/2018
Tennessee	67707	03/31/2018
Asbestos Contractor Licenses	Number	Expiration Date
Virginia	3306000065	07/31/2018
West Virginia	AC002455	12/31/2017
Maryland	M48-00-002	07/22/2018
South Carolina	ASB-182	10/11/2017
Tennessee	AF-888-56945	4/30/2018
Lead Contractor Licenses	Number	Expiration Date
EPA RRP Certification	NAT-28080-2	05/16/2020
Virginia	3358000002	10/31/2017

- E. DESIGNATE THE PRIMARY POINT OF CONTACT FOR THIS ACCOUNT. THE UNIVERSITY PREFERS TO HAVE A SINGLE, CONSISTENT POINT OF CONTACT FOR THESE SERVICES.

Response: All work performed under this contract can be coordinated with one single point of contact -

Roger Lowery	540-434-7390	Office
Waco Inc.	540-638-1675	Fax
844 Cottontail Trail	540-578-1310	Mobile
Mt. Crawford, VA 22841	rlowery@wacoinc.net	

- F. DESCRIBE APPROACH TO MOBILIZATION OF MANAGEMENT AND WORK STAFF TO MEET THE NEEDS STATED HEREIN. INCLUDE HOW YOU WILL MEET THE NEEDS OF FAST TURNAROUND PROJECTS. INCLUDE INFORMATION ON HOW CONTRACTOR WILL MEET THESE NEEDS IF YOUR FIRM IS NOT LOCATED IN CLOSE PROXIMITY TO JMU.

Response: Waco Inc. personnel have typically been available to accommodate the immediate needs of all JMU departments & operations. We have responded many times to projects requiring immediate attention due to factors that might include building occupancy, environmental issues, safety issues, resident complaints, and maintenance needs by JMU personnel. Only being a couple miles from the campus provides an advantage to being able to respond to the needs of JMU. The quick attention to other VASCUPP members needs is no problem for us. Our Radford office location is also a member of the NADCA and can provide the same immediate attention to Radford University and Virginia Tech. Response to Other VASCUPP members will be responded to within 24 hours. All requests should be made to our contact person listed above in order to simplify the process.

- G. DESCRIBE INVOICING PROCEDURE. PROVIDE A SAMPLE INVOICE AND PROPOSAL.

Response: Waco Inc. typically invoices at the completion of our project. In the event that, due to the size of the project, the project performance period exceeds 30 days we will begin monthly billing. Our terms are net 30. Unless our scope of work is changed by the owner from the specific specifications for an individual project, our billing will not exceed our price that we provided in our project quotation. If the sWe understand that the billing for a project must not exceed the approved purchase order amount without prior approval by the owner. A copy of the Waco Inc. contract proposal is attached. A copy of a Waco Inc. invoice is attached.

- H. DESCRIBE YOUR MECHANICAL CLEANING METHODOLOGY INCLUDING METHODS OF CLEANING FIBROUS GLASS INSULATED COMPONENTS, COILS, ETC.

Response: Waco Inc. will perform all work and procedures in accordance with the current NADCA requirements. Long before the NADCA recognized that "Mechanical Cleaning" is the best way to clean a HVAC system Waco Inc. was promoting this procedure. Some competitors were using vacuum trucks and simply trying to vacuum out dust while others were trying to blast out dust using compressed air. Waco Inc. elected to spend the additional funds and purchase our equipment from Rotobrush International. The Rotobrush system introduced mechanical cleaning and HEPA vacuuming in one unit. The Rotobrush system offers many different sized spinning brushes to accommodate various duct sizes. It also offers different types of brushes for the cleaning of hard duct or fiberglass lined duct.

This JMU RFP specifically defines the duct cleaning system to be used as the viper system. Should the Rotobrush System not be acceptable to JMU we will purchase the viper system.

Coil cleaning shall be performed using the NADCA Type 1 or Type 2 procedure based on the coil conditions and the direction of our JMU project specifications.

- I. DESCRIBE YOUR HEALTH AND SAFETY STANDARDS FOR YOUR EMPLOYEES AS WELL AS THE OCCUPANTS OF THE BUILDING WHERE YOU ARE PERFORMING SERVICES.

Response: Whether having one employee or several hundred like Waco Inc. does, safety must always be PRIORITY #1. Add into the equation that we are also an environmental contractor, dealing with asbestos, mold and lead, the requirement for a great safety program is even more demanding. It is our goal to meet or exceed the requirements of OSHA and applicable organizations such as the NADCA. Any process that we perform must not only keep the safety of the building occupants in mind, we must also be aware of safety concerns for the owner's employees, vendors, suppliers and guests that may be on or around our project site. Proper work area demarcation and a crew that is safety conscious at all times about themselves and those around them is critical.

The new confined space regulations affect each and every construction project:

§1926.1203 General requirements.

(a) Before it begins work at a worksite, each employer must ensure that a competent person identifies all confined spaces in which one or more of the employees it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary.

Prior to starting our work, the Waco Inc. foreman will perform a confined space assessment.

- J. DESCRIBE YOUR DEBRIS DISPOSAL PROCEDURES.

Response: All debris that is generated on these projects will be removed using equipment that is HEPA filtered. Bulk waste will be removed from this equipment inside of the box truck that will be located on site. Waste will then be bagged for disposal in our local landfill.

In the event that materials encountered are suspected to contain asbestos, lead or other environmental hazards, our crew will immediately stop all operations until the owner's representative makes a determination as to the hazards involved.

- K. DESCRIBE YOUR SYSTEM INSPECTION AND SITE PREPARATION PROCEDURES.

Response: Prior to the commencement of any cleaning, the duct cleaning professional must conduct a site evaluation and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project. The HVAC System Site Evaluation Pre-Cleaning Assessment form will be completed at that time. In addition to the Pre-Cleaning Assessment, each HVAC system will receive a Visual Inspection and the Visual Inspection documentation will be completed. A copy of both forms is included in the Submittals section of this proposal.

- L. DESCRIBE YOUR SYSTEM CLEANING PROCEDURES, INCLUDING CONTAINMENT, PARTICULATE COLLECTION, ODOR CONTROL, ETC.

Response: All work performed by Waco Inc. under this contract will be in accordance with the National Air Duct Cleaner Association (NADCA) standards and Waco's best work practices. Following the determination and extent of the actual scope of work by JMU's and Waco's representatives, Waco Inc. will schedule the project as required by the owner.

Our project manager will review the scope of work with our project foreman to insure that the required scope of work is fully understood and that any damage or issues discovered must be reported to our JMU representative immediately. A review of the previously performed HVAC System Site Evaluation / Pre-Cleaning Assessment and the HVAC System Visual

Inspection form will also be reviewed by the ASCS.

Prior to the cleaning process:

**Confined Space Assessment will be performed.
Lock Out / Tag Out procedures will be followed.
The duct system will be placed under HEPA filtered negative pressure and exhausted outside wherever possible.**

During the Pre-Cleaning Assessment the contaminant levels will be determined and the containment levels, as established by the NADCA, will be established. Our containment will be constructed based on this assessment. Pictures will be taken to document the Pre-Cleaning conditions.

Mechanical Cleaning Methods will be utilized in the performance of work for this contract. Service openings will be made in accordance with SMACNA standards as required to access all areas of the duct system for cleaning. Dirt and debris will be dislodged and extracted from the duct system. Throughout the cleaning process, dirt and debris will be collected by HEPA filtered vacuums and negative pressure equipment. Odor from the cleaning process should be minimal with the proper use of negative pressure equipment. Following the successful cleaning of the duct, registers, grilles and diffusers will be removed, cleaned and replaced. Newly created service openings will be fitted for duct patches or access doors.

HVAC units and coils will be cleaned as required.

All work will be completely inspected by the ASCS. A HVAC system Visual Inspection - Post Cleaning will be performed and documented including pictures.

A copy of all documentation will be provided to the owner.

M. [INCLUDE A COPY OF YOUR POST-PROJECT REPORT.

Response: A copy of the Waco Inc. Post-Project Report is included in the submittals section of this proposal.

N. IDENTIFY OTHER SERVICES OFFERED TO JAMES MADISON UNIVERSITY AND THE ASSOCIATED COSTS.

Response: Waco Inc. offers a multitude of services to JMU and our other clients. These services are already currently available to JMU and the other VASCUPP members through four VASCUPP contracts that are now in place.

Mechanical Systems, Mechanical Insulation and Environmental Services are all part of the contracted services covered by our VASCUPP contracts. A copy of our list of typical services is included in the submittals section of this proposal.

C. EXPERTISE, QUALIFICATIONS AND EXPERIENCE OF WACO INC.

FOR OVER 54 YEARS WACO INC. HAS BEEN SERVING THE NEEDS OF OUR CLIENTS. OUR SERVICES REFLECT THE MANY AREAS OF EXPERTISE REQUIRED BY OUR CUSTOMERS.

WACO INC. IS A LEADING SPECIALTY CONTRACTOR BASED IN SANDSTON, VIRGINIA. WE HAVE MULTIPLE LOCATIONS IN MARYLAND, NORTH CAROLINA, VIRGINIA, AND WEST VIRGINIA.

ENVIRONMENTAL SERVICES-

ASBESTOS, LEAD, AND MOLD REMEDIATION; ANIMAL AND RELATED WASTE REMOVAL, BIOHAZARD CLEANUP, DUCT CLEANING, INDOOR AIR QUALITY, INDUSTRIAL CLEANING, AS WELL AS ENERGY-SAVINGS THROUGH INSULATION SERVICES

MECHANICAL SERVICES

HEAVY INDUSTRIAL AND COMMERCIAL CONSTRUCTION AND MAINTENANCE SERVICES. PROVIDING FULL-SCOPE TURN-KEY AND NEGOTIATED CONSTRUCTION SERVICES, PERFORMED BY OUR OWN TEAM OF EXPERTS.

DEMOLITION SERVICES

DEMOLITION OF EXISTING STRUCTURES IS A CRITICAL CONSIDERATION FOR EXCITING NEW BUILDING PROJECTS AND DEVELOPMENTS. COUNT ON US FOR PROPER SITE PREPARATION AND THOROUGH SOLUTIONS THROUGHOUT ANY DEMO PROJECT.

BEFORE ANY SPECIALTY ASSOCIATION EXISTED, WACO INC. WAS PROMOTING THE USE OF MECHANICAL METHODS TO PERFORM DUCT CLEANING. SEVERAL PROJECTS COMPLETED BY WACO WERE PERFORMED IMMEDIATELY FOLLOWING OTHER COMPANIES THAT WERE USING VACUUM TRUCKS AND HIGH PRESSURE AIR TO BLOW OUT THE DUST FROM DUCTS. WE KNEW THAT IT WOULD NOT WORK BACK THEN AND NOW THE EXPERTS AGREE THAT MECHANICAL CLEANING IS THE ONLY WAY TO GET THE JOB DONE.

BEING A MEMBER OF AN ASSOCIATION DOES NOT GUARANTEE GOOD WORK AND CUSTOMER SATISFACTION. FIFTY-FOUR YEARS OF REPEATED BUSINESS FROM TERRIFIC CUSTOMERS IS AN INDICATOR THAT OUR CUSTOMERS ARE HAPPY WITH THE RESULTS THAT THEY GET FROM WACO INC.

WE GUARANTEE OUR WORK AND YOUR SATISFACTION.

D. PERSONNEL RESUMES

WACO INC. IS IN THE PROCESS OF ADDING ADDITIONAL NADCA AIR CLEANING SYSTEM SPECIALIST IN OUR NADCA MEMBER LOCATIONS.

IN ADDITION TO OUR ASCS, WE HAVE SEVERAL CREW MEMBERS THAT HAVE MANY YEARS OF EXPERIENCE CLEANING HVAC SYSTEMS. RESIDENTIAL, COMMERCIAL AND INDUSTRIAL HVAC SYSTEM CLEANING HAS BEEN PERFORMED BY OUR CREWS.

MICHAEL NORTON:

EMPLOYMENT DATE: MARCH 5, 2007

NADCA ASCS SINCE: OCTOBER 29, 2009

ALSO LICENSED AS AN ASBESTOS ABATEMENT SUPERVISOR

JEFF ROYAL:

EMPLOYMENT DATE: FEBRUARY 20, 2006

NADCA ASCS SINCE: SEPTEMBER 26, 2008

ALSO LICENSED AS AN ASBESTOS ABATEMENT SUPERVISOR



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Michael Norton

With

WACO, Inc.

as an

Air Systems Cleaning Specialist (ASCS)

This certificate holder is qualified to serve as a project manager for residential and commercial HVAC cleaning and restoration projects, including remediation of microbial contaminants within HVAC systems.

This certificate holder also qualifies as a Ventilation System Mold Remediator (VSMR).

This certificate is valid until the expiration date shown below and is renewable.

6/30/2018
Expiration Date



9260801
Certification Number
9/26/2008
Certified Since



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Jeff Royal

With

WACO Radford

as an

Air Systems Cleaning Specialist (ASCS)

This certificate holder is qualified to serve as a project manager for residential and commercial HVAC cleaning and restoration projects, including remediation of microbial contaminants within HVAC systems.

This certificate holder also qualifies as a Ventilation System Mold Remediator (VSMR).

This certificate is valid until the expiration date shown below and is renewable.

6/30/2018

Expiration Date

9260803

Certification Number

9/26/2008

Certified Since



The HVAC Inspection, Cleaning and Restoration Association

E. SUBMITTALS 2. CONTRACT PROPOSAL SAMPLE



844 Cottontail Trail
 Mt. Crawford, VA 22841
 (540) 434-7390 Telephone
 (540) 638-1675 Fax

Virginia Class A Contractor: 2701007061
 Classifications - ASB CBC ELE GFC H/H
 HVA LAC PLB RBC

Asbestos: 3306000065
 Lead: 3358000002

Contract Proposal And Agreement

Proposal No. W1002 8/29/2017 Customer # VIR394
 ATTN: Project Manager Telephone 540-
 Billing To: James Madison University Fax 540-
 Address: 752 Ott Street, Wine Price Bldg. Email
 Harrisonburg VA 22807

Offered By: WACO, INC.,
 Larry Battaile
 Vice President
Larry Battaile

James Madison University Name Of Building - Duct Cleaning Proposal

Property Owner's Name James Madison University
 Address 752 Ott Street, Harrisonburg VA 22807
 Property Owner's Phone Fax

Work to be performed is:

Provide Supervision, Labor, Materials and Equipment to perform the cleaning of duct, exhaust duct, air handling units and coils as per the specific project specification provided to us for this project and the VASCUPP Duct and Exhaust Cleaning contract.

Specific Scope:

*Estimated Cost:
 (See the attached VASCUPP Labor & Material estimate)*

Quotation Amount

Estimated Maximum Amount: _____

This proposal may be withdrawn by WACO, INC. if it is not accepted within 30

Terms Net 30

ATTACHMENTS ARE A PART OF THIS CONTRACT IF INDICATED BELOW.

ASBESTOS MONITOR LETTER (MUST BE SIGNED AND RETURNED.)

MOLD ATTACHMENT A

OTHER ATTACHMENTS

Notes / Exceptions:

ACH Payment is preferred.

Waco Inc. is pleased to provide our quotation to perform work as described above at the named project site. All work performed by Waco Inc. will comply with all local requirements for building permits, inspections and zoning in addition to applicable Federal and State regulations. This Proposal is subject to customer's credit approval by Waco Inc. Interest of 1 1/2% monthly applies on all amounts past due. Should the customer fail, for any reason, to make payment, legal fees and collection costs will be added to the total amount due. You may terminate this contract at any time and for any reason. If you terminate the contract, we are entitled to be paid for all incurred costs, overhead and profit. Any termination of this agreement must be in writing. Any modification to this contract which changes the cost, materials, work to be performed or estimated completion date must be agreed to in writing and signed by all parties. In the event of differing site conditions, unknown physical conditions of an unusual nature, and which differs materially from those ordinarily encountered and generally recognized as inherent in the type of work encompassed by the contract, Waco, Inc. shall be due reasonable additional compensation and time extension. Unless noted otherwise, customer will supply all required utilities. Waco Inc. excludes removal or reset of personal property unless specifically included in the proposal. Work activities may cause paint and other damage which may require repairs not included in this proposal. Quote is strictly limited to the scope of work provided in this proposal and supersedes all other statements or suggestions. Events beyond the control of Waco Inc. may affect the project schedule and such delays do not constitute abandonment and are not included in calculating the time frames for payment or performance.

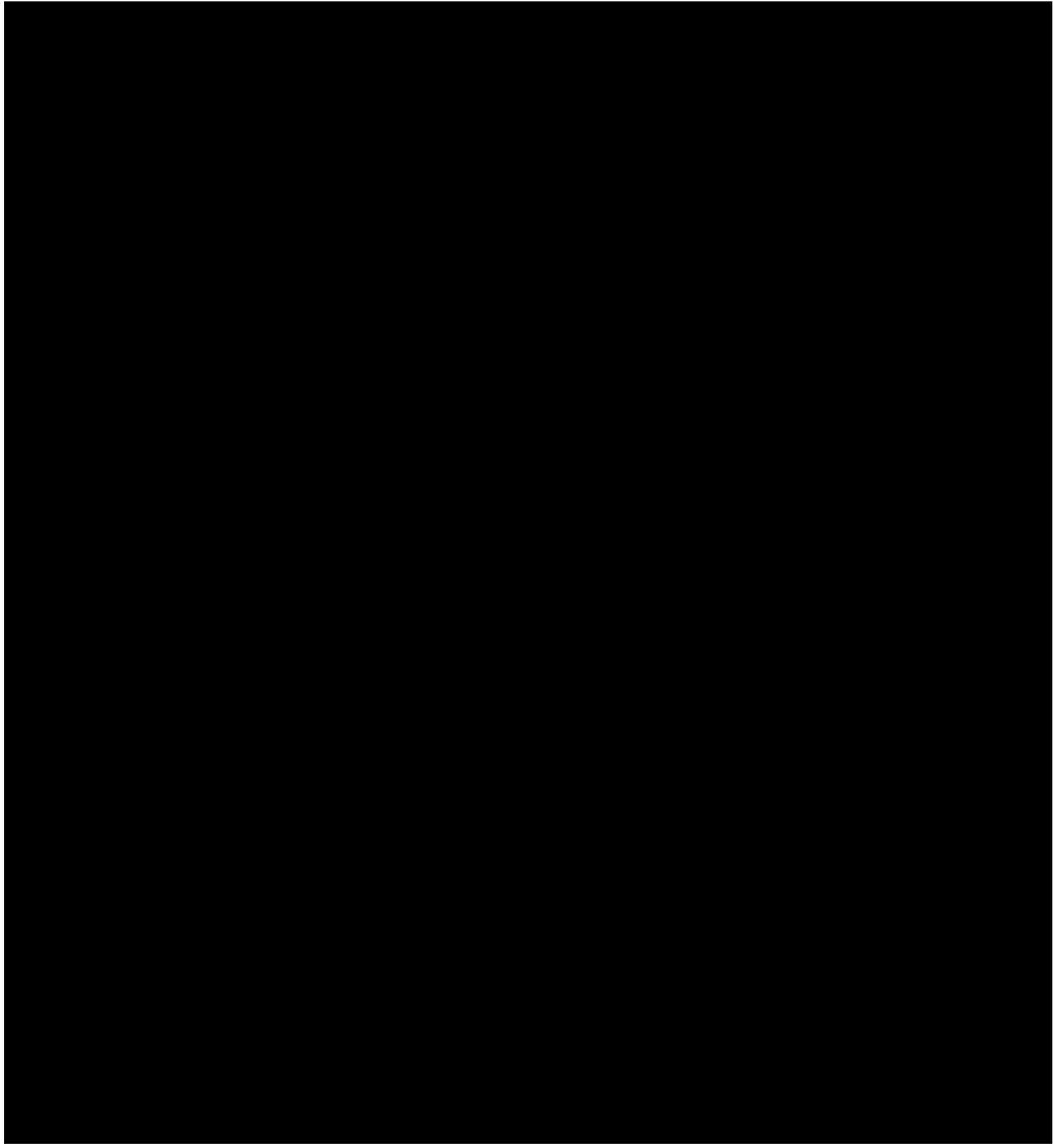
Proposal Reviewed & Accepted By: _____

Date Accepted: _____

Signature: _____

Billing Address: _____

Printed Name: _____





HVAC System Site Evaluation Pre-Cleaning Assessment

Prior to the commencement of any cleaning, the Duct Cleaning professional must conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project.

Project Name: _____

HVAC System	Level Of Building Protection*	Pre-Cleaning Assessment

- *Level 1 Containment: No known mold or biological contamination.
- *Level 2 Containment: Mold or biological contamination is known to exist within the system.
- *Level 3 Containment: Severe cases of microbial amplification or hazardous substances are known to exist.
- *Level 4 Containment: Hazardous substances exist or work is within a healthcare facility.



HVAC System Visual Inspection - Page 1

(Use one HVAC System Visual Inspection Form for each system)

Building Name: _____ Building Owner: _____

HVAC System Identification (Unit Name / Unit Number): _____

Prior To Cleaning After Cleaning

(Check Items That Were Inspected And Indicate Condition)

Air Handling Unit

- | | | | | | | | | | |
|---|-------|----------|-------|------|--|-------|----------|-------|------|
| <input type="checkbox"/> Filters | Clean | Moderate | Dirty | Mold | <input type="checkbox"/> Humidification System | Clean | Moderate | Dirty | Mold |
| <input type="checkbox"/> Air Bypass | Clean | Moderate | Dirty | Mold | <input type="checkbox"/> Acoustic Insulation | Clean | Moderate | Dirty | Mold |
| <input type="checkbox"/> Heating Coil | Clean | Moderate | Dirty | Mold | <input type="checkbox"/> Fans/Fan Compartment | Clean | Moderate | Dirty | Mold |
| <input type="checkbox"/> Cooling Coil | Clean | Moderate | Dirty | Mold | <input type="checkbox"/> Dampers | Clean | Moderate | Dirty | Mold |
| <input type="checkbox"/> Condensate Pan | Clean | Moderate | Dirty | Mold | <input type="checkbox"/> General Unit Integrity | Clean | Moderate | Dirty | Mold |
| <input type="checkbox"/> Condensate Drain Line | Clean | Moderate | Dirty | Mold | <input type="checkbox"/> Door Gaskets | Clean | Moderate | Dirty | Mold |

Supply Air Duct System

- Supply Duct** Clean Moderate Dirty Mold
- Registers** Clean Moderate Dirty Mold
- Controls** Clean Moderate Dirty Mold
- Control & Mixing Boxes** Clean Moderate Dirty Mold
- Reheat Coils** Clean Moderate Dirty Mold
- Other Internal Components** Clean Moderate Dirty Mold

Return Air Duct System

- Return Duct** Clean Moderate Dirty Mold
- Grilles** Clean Moderate Dirty Mold
- Dampers** Clean Moderate Dirty Mold
- Return Plenums** Clean Moderate Dirty Mold
- Make-up Air Plenums** Clean Moderate Dirty Mold

Visual Inspection Performed By: _____ Date: _____



HVAC System Visual Inspection - Page 2

(Use one HVAC System Visual Inspection Form for each system)

Building Name: _____ Building Owner: _____

HVAC System Identification (Unit Name / Unit Number): _____

Prior To Cleaning After Cleaning

(Check Items That Were Inspected And Indicate Condition)

Exhaust Air Duct System

Other Duct or System Components

<input type="checkbox"/> Gen. Exhaust	Clean	Moderate	Dirty	Mold	<input type="checkbox"/> _____	Clean	Moderate	Dirty	Mold
<input type="checkbox"/> Bathroom	Clean	Moderate	Dirty	Mold	<input type="checkbox"/> _____	Clean	Moderate	Dirty	Mold
<input type="checkbox"/> Heat Recovery	Clean	Moderate	Dirty	Mold	<input type="checkbox"/> _____	Clean	Moderate	Dirty	Mold
<input type="checkbox"/> Control & Mixing Boxes	Clean	Moderate	Dirty	Mold	<input type="checkbox"/> _____	Clean	Moderate	Dirty	Mold
<input type="checkbox"/> Reheat Coils	Clean	Moderate	Dirty	Mold					
<input type="checkbox"/> Other Internal Components	Clean	Moderate	Dirty	Mold					

Damaged Components Observed During Inspection

Visual Inspection Performed By: _____ Date: _____



HVAC SYSTEMS CLEANING

WORK PLAN

AUGUST 30, 2017

PROJECT NAME AND ADDRESS:

Waco Inc. HVAC Systems Cleaning
NADCA Project Plan Page 1



NATIONAL AIR DUCT CLEANERS ASSOCIATION
Providing a Clean and Healthy Indoor Environment

NADCA PROJECT PLANNING INDEX

<u>SECTION</u>	<u>SECTION DESCRIPTION</u>
I.	OVERVIEW
II.	PURPOSE
III.	SCOPE OF WORK
IV.	MEANS AND METHODS
V.	OTHER TRADES AND THEIR TASKS
VI.	PROJECT SCHEDULE
VII.	WORK SITE COMMUNICATION PLAN
VIII.	PRODUCT SUBMITTALS
IX.	SAFETY DATA SHEETS
X.	CONTROLLING VAPORS AND ODORS
XI.	SAFETY PLAN & SAFETY CONCERNS
XII	SAFETY DATA SHEETS

E. SUBMITTALS 6. WORK PLAN

I. OVERVIEW

A WRITTEN WORK PLAN IS A DOCUMENT THAT COMMUNICATES RESPONSIBILITIES AND SPECIFIC TASKS ASSOCIATED WITH THE CLEANING AND RESTORATION PROJECT. THE WORK PLAN IS CREATED USING INFORMATION GATHERED FROM THE HVAC INSPECTION AND SYSTEM ASSESSMENT.

II. PURPOSE

THE PRIMARY PURPOSE FOR PROVIDING A WRITTEN WORK PLAN IS TO ALLOW THE CLIENT, THE CLEANING CONTRACTOR, ELD PERSONNEL AND OTHERS INVOLVED IN THE PROJECT TO HAVE A CLEAR UNDERSTANDING OF WHAT WORK TASKS AND PROCEDURES WILL BE PERFORMED.

III. SCOPE OF WORK

A SCOPE OF WORK SHALL BE INCLUDED THAT CLEARLY IDENTIFIES WHICH HVAC COMPONENTS ARE TO BE CLEANED OR RESTORED, AS WELL AS THOSE COMPONENTS NOT INCLUDED IN THE PROCESS. THE SCOPE OF WORK SHALL ALSO INCLUDE THE ENVIRONMENTAL ENGINEERING CONTROLS REQUIRED FOR THE WORKSPACE, AND ANY UNIQUE REQUIREMENTS.

THE SCOPE OF WORK INCLUDED IN THIS PROJECT IS LIMITED TO THE FOLLOWING:

SPECIFIC AREAS OF CLEANING AND COMPONENTS TO BE CLEANED:

COMPONENTS NOT TO BE CLEANED:

ENVIRONMENTAL ENGINEERING CONTROLS:

UNIQUE REQUIREMENTS:

E. SUBMITTALS 6. WORK PLAN

IV. MEANS AND METHODS

THE HVAC SYSTEM MUST BE CLEANED USING MECHANICAL CLEANING METHODS DESIGNED TO DISLODGE AND EXTRACT CONTAMINANTS FROM WITHIN THE HVAC SYSTEM COMPONENTS. MECHANICAL CLEANING TECHNIQUES EMPLOY VACUUM COLLECTION UNITS, PORTABLE VACUUM COLLECTION UNITS, MECHANICAL AGITATION SYSTEMS, HAND BRUSHING TOOLS, PRESSURIZED AIR SOURCES, PRESSURIZED WATER SOURCES, PLUS OTHER TOOLS AND EQUIPMENT TO DISLODGE ATTACHED PARTICULATE AND DEBRIS AND CONVEY IT TO A COLLECTION DEVICE IN A SAFE AND CONTROLLED MANNER.

V. OTHER TRADES AND THEIR TASKS

THE WORK PLAN SHALL INCLUDE THE NAME OF ALL FIRMS, CONTRACTORS AND REPRESENTATIVES INVOLVED IN THE PROJECT, ALONG WITH CONTACT INFORMATION.

OWNER: JAMES MADISON UNIVERSITY
CONTACT NAME:
PHONE:
EMAIL:

OWNER'S BUILDING REPRESENTATIVE:
CONTACT NAME:
PHONE:
EMAIL:

HVAC CLEANING COMPANY: WACO INC.
CONTACT NAME: ROGER LOWERY
PHONE: 540-578-1311 MOBILE
EMAIL: RLOWERY@WACOINC.NET

ADDITIONAL FIRMS, CONTRACTORS & OTHERS:
CONTACT NAME:
PHONE:
EMAIL:

ADDITIONAL FIRMS, CONTRACTORS & OTHERS:
CONTACT NAME:
PHONE:
EMAIL:

E. SUBMITTALS 6. WORK PLAN

VI. PROJECT SCHEDULE

IT IS RECOMMENDED THAT THE WORK PLAN INCLUDE THE DATES AND TIMES THE WORK WILL TAKE PLACE AND AN OVERALL TIMEFRAME FOR COMPLETION.

WACO INC. WORK CREWS WILL BE STAFFED IN A MANNER TO INSURE MAXIMUM PERFORMANCE EFFICIENCY. OUR STAFFING AND ALSO THE NUMBER OF INDIVIDUAL CREWS WILL PROVIDE MANPOWER NECESSARY TO PERFORM THIS PROJECT WITHIN THE PROJECT SCHEDULE.

THIS PROJECT IS SCHEDULED TO BEGIN ON:

THIS PROJECT IS SCHEDULED TO BE COMPLETED NO LATER THAN:

WACO INC. FIELD CREWS WILL BE WORKING MONDAY – THURSDAY BETWEEN THE HOURS OF 7:00 AM AND 5:30 PM UNLESS NOTED BELOW:

VII. WORK SITE COMMUNICATION PLAN

WHEN MORE THAN ONE COMPANY IS ASSOCIATED WITH THE PROJECT, IT IS RECOMMENDED THAT THE WRITTEN WORK PLAN LIST THE NAME, COMPANY NAME AND CONTACT INFORMATION OF PERTINENT INDIVIDUALS, ALONG WITH THEIR RESPONSIBILITIES TO THE PROJECT.

PERTINENT INDIVIDUALS ARE LISTED ABOVE IN SECTION V. OTHER TRADES AND THEIR TASKS.

VIII. PRODUCT SUBMITTALS

ALL GENERAL USE AND/OR SPECIFIC “CHEMICAL TYPE” PRODUCTS AND COATINGS SPECIFIC TO THE PROJECT SHALL BE CLEARLY LISTED ON THE WORK PLAN. ADDITIONALLY, THE MANUFACTURER’S INSTRUCTIONS FOR USE AND APPLICATION SHALL BE AVAILABLE AT ALL TIMES FOR WORKERS AND OTHERS.

PRODUCTS AND COATINGS NOT INCLUDED IN OUR STANDARD SUBMITTAL INFORMATION:

E. SUBMITTALS 6. WORK PLAN

IX. SAFETY DATA SHEETS

THE WORK PLAN SHALL INCLUDE MATERIAL SAFETY DATA SHEETS FOR ALL CHEMICAL PRODUCTS TO BE USED ON THE PROJECT. IN ADDITION, THE MSDS SHALL BE MAINTAINED ON-SITE AND AVAILABLE FOR REVIEW FOR THE DURATION OF THE PROJECT. SAFETY DATA SHEETS FOR MATERIALS TO BE USED ON THIS PROJECT ARE INCLUDED AT THE END OF THIS PLAN.

X. CONTROLLING VAPORS AND ODORS

WHERE APPLICABLE, THE PLAN SHALL INCLUDE A DESCRIPTION OF ENGINEERING CONTROLS TO BE EMPLOYED TO CONTROL OCCUPANT AND WORKER EXPOSURE TO CHEMICAL VAPORS AND ODORS.

NEGATIVE PRESSURE USED TO COLLECT DISLODGED DEBRIS SHOULD HELP CONTROL ANY VAPORS AND ODORS CREATED BY THE CLEANING PROCESS. AS ALWAYS, EMPLOYEES WILL BE OFFERED RESPIRATORY PROTECTION TO DEAL WITH VAPORS AND ODORS ASSOCIATED WITH OUR WORK PROCESS.

XI. SAFETY PLAN & SAFETY CONCERNS

WHEN LIFE SAFETY DETECTION EQUIPMENT (E.G., AIR DUCT SENSORS AND SMOKE DETECTORS) NEEDS TO BE OFF-LINE OR DISABLED, THE WORK PLAN SHALL ADDRESS LIFE SAFETY CONCERNS, WHICH WILL LIKELY REQUIRE THE INPUT OF OTHERS. IT IS RECOMMENDED THAT THE WRITTEN WORK PLAN DEFINE THE RESPONSIBILITIES OF EACH ORGANIZATION'S DESIGNATED REPRESENTATIVE INVOLVED WITH EXECUTING THE PLAN FOR THE DURATION OF THE HVAC SYSTEM CLEANING AND RESTORATION PROJECT.

ON THIS PROJECT, THE OWNER WILL BE RESPONSIBLE FOR TAKING SAFETY DETECTION EQUIPMENT INCLUDING AIR DUCT SENSORS AND SMOKE DETECTORS. THE OWNER MUST NOTIFY THE APPROPRIATE AUTHORITIES ABOUT THIS TEMPORARY CONDITION.

SAFETY DATA SHEETS FOLLOW THIS PAGE

Waco Inc. HVAC Systems Cleaning
NADCA Project Plan Page6

E. SUBMITTALS 7. POST-PROJECT REPORT

IN ACCORDANCE WITH THE NADCA RECOMMENDATION, WACO INC. WILL PROVIDE A POST-PROJECT REPORT CONSISTING OF ALL OF THE DOCUMENTATION CREATED DURING THE HVAC SYSTEM CLEANING PROCESS THAT WAS PERFORMED IN COMPLIANCE WITH THE CURRENT ISSUE OF THE NADCA STANDARD.

THE REPORT WILL INCLUDE A COPY OF:

1. HVAC SYSTEM SITE EVALUATION PRE-CLEANING ASSESSMENT
2. HVAC SYSTEM VISUAL INSPECTION PRIOR TO CLEANING FOR EACH SYSTEM
3. PRE-CLEANING PICTURES FOR EACH SYSTEM.
4. HVAC SYSTEM VISUAL INSPECTION POST CLEANING FOR EACH SYSTEM
5. POST-CLEANING PICTURES FOR EACH SYSTEM.

E. SUBMITTALS 8. VIRGINIA GENERAL CONTRACTOR'S LICENSE

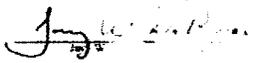
COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation
 9960 Mayland Drive, Suite 400, Richmond, VA 23233
 Telephone: (804) 367-8500

ON
01-31-2019

2701007061

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

WACO INC
PO BOX 829
SANDSTON, VA 23150


 DPO-PC (05/2015)
DETAILS HERE

Status can be verified at <http://www.dpor.virginia.gov>
(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

***CLASSIFICATIONS* ASB CBC ELE GFC H/H HVA LAC PLB RBC**
NUMBER: 2701007061 EXPIRES: 01-31-2019

WACO INC
PO BOX 829
SANDSTON VA 23150

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


 DPO-PC (05/2015)

This document certifies that

WACO, Inc.
Mt Crawford, VA USA

Is a Regular Member in good standing for the year

07/01/2017 – 06/30/2018

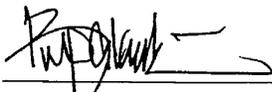
Member Since – 9/25/2001



And has agreed to conduct its air duct cleaning business in accordance with the following mandatory Code of Ethics:

1. We will serve our customers with integrity and competence.
2. We will perform our work using source removal methods. In order to eliminate or prevent the delivery of airborne pollutants into indoor spaces through HVAC ductwork, we will remove the dust and other contaminants from the system. Thus, we pledge to administer source removal methods, cleaning the system ductwork as thoroughly as possible, before applying any coatings or treatments, including deodorizers, disinfectants, and/or sealants.
3. We will be honest and forthright about our advertising.
4. We will provide our clients with accurate inspections and evaluations of the cleanliness and physical condition of their HVAC systems, using this information to determine the type of cleaning and maintenance services required, if any.
5. We will provide only necessary and desired services to our clients, and will not use furnace/air duct cleaning as a means of selling unnecessary or unwanted products or services.
6. We will provide services only after completing the necessary bonding and licensing procedures.
7. We will utilize the services and products of those who possess specialized skills, tools, or trades not possessed by us when circumstances call for work to be done which we are unable to perform.
8. We will stay abreast of new developments in technology, tools of the trade, building codes, the Uniform Mechanical Code, and any other codes or information that directly affects our work.
9. We will require that all employees of our firm practice furnace/air duct cleaning in accordance with NADCA Guidelines and Code of Ethics.
10. We will perform our services in accordance with the current published standards of the Association. If I will be unable to clean in accordance with the NADCA standards, I agree to disclose this limitation to my customers at the point of sale, in advance of any cleaning.

The NADCA Ethics Committee shall hear and investigate charges of unethical or illegal conduct between concerned parties, and will make recommendations to the Board of Directors concerning the resolution of those charges.



NADCA President



NADCA Chief Staff Executive

NADCA
1120 Route 73 • Suite 200 • Mt. Laurel, NJ 08054

AIR+ AIR DUCT CLEANING MACHINE

THE ROTOBUSH AIR+ IS DESIGNED TO GIVE YOU THE CLEANEST AIR DUCTS POSSIBLE. IT WORKS BY INSERTING THE BRUSH, WHICH ROTATES AT 450 RPM, INSIDE THE AIR DUCT. WHILE THE BRUSH SPINS, IT IS LOOSENING ANY DEBRIS STUCK INSIDE. AS THE BRUSH IS SCRUBBING THE INSIDE WALLS, THE VACUUM IS SUCKING UP THE LOOSENED DEBRIS, LEAVING YOU WITH CLEAN AIR DUCTS. THE ROTATING CABLE IS NOT EXPOSED, MAKING IT SAFE FOR ALL TYPES OF DUCT APPLICATIONS, INCLUDING FLEX.





Project Name: _____ Job Number: _____

Competent Person: _____ Inspection Date: _____

If our competent person determines that the work area is a confined space based on the *new definition of a confined space*, then our competent person must determine if the confined space is a PERMIT REQUIRED confined space. If the confined space IS NOT a permit required confined space, the competent person must document his inspection / findings and then we are NOT REQUIRED to do anything else. If the confined space IS a Permit Required Confined Space then the rest of the regulation applies.

All Projects Require The Following Determination:

- Following my inspection I have determined that this project does not involve a Confined Space.
- Following my inspection I have determined that this project does not involve a Permitted Confined Space.
- This project involves a confined space.
- This project involves a PERMITTED confined space and the Waco Inc. Permitted Confined Space Plan will be implemented.

THE COMPETENT PERSON MUST ANSWER THE FOLLOWING FOUR QUESTIONS TO DETERMINE WHETHER A CONFINED SPACE IS A PERMIT SPACE. IF THE ANSWER TO ONE OR MORE OF THE QUESTIONS IS "YES," THE SPACE IS A PERMIT SPACE.

Does the space contain or have the potential to contain a hazardous atmosphere?

Does the space contain a material with the potential to engulf an entrant?

Does the space have an internal configuration such that an entrant could be trapped by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section?

Does the space contain any other recognized serious safety or health hazard(s) that pose an immediate danger to a worker's life or health or would impair the worker's ability to escape from the space in the event of injury?

Competent Person Signature

Competent Person Confined Space Investigation / Inspection
Confined Space Requirements - 2015
Subpart AA - Confined Spaces in Construction



Providing Superior Service to Residential, Construction and Industry Since 1963

Serving Virginia, West Virginia, Maryland, North Carolina, Tennessee & Beyond

You may know us as an Asbestos Abatement or Insulation Company.

Did you know that we have been providing these services throughout all of Virginia?

Insulation – Industrial & Commercial

- Steam Systems
- Refrigeration Systems
- Chilled Water Systems
- HVAC Systems
- Plumbing Systems
- Removable Pads

Demolition

- Structural
- Selective Or Complete Interior
- Underground Storage Tanks
- Contaminated Soils
- Building Separation
- Recycling

Asbestos Abatement

- Industrial
- Commercial
- Institutional
- Residential

Industrial Cleaning

- Manufacturing & Process Area
- Building Components
- Dust & Contaminates
- Chemical Byproduct Abatement
- Animal Waste Removal

Lead and Contaminated Materials Abatement

- Structural
- Building Components
- Interior & Exterior Paint
- Abrasive Cleaning
- Firing Range

Duct & HVAC System Cleaning

Mold Remediation

PCB Ballasts Removal & Fluorescent Tube Disposal

Clean Response - Biohazard Cleanup: Crime Scenes, Suicide, Accidents

At Waco, we are proud of the reputation for professional service that we have maintained since 1963. Let us prove to you that our work speaks best for our reputation!

***Sandston, Virginia - Corporate Office**

Chesapeake, Virginia

Covington, Virginia

Newport News, Virginia

Fincastle, Virginia

Mechanicsville, Maryland

Radford, Virginia

Mt. Crawford, Virginia

Bladenboro, North Carolina

Winchester, Virginia

www.wacoinc.net

Nu-Calgon Product Bulletin 3-34

- **Foams and brightens**
- **Safe for use on indoor and outdoor coils**
- **Synergistic acid-based formulation**
- **High hard water tolerance**
- **Removes oxidation and brightens**
- **Safer and less corrosive than HF-based cleaners**

Coil Cleaners

Cal-Brite



Description

Cal-Brite is a low-pH or acid-based product developed for cleaning evaporator coils, air-cooled condensers and other finned cooling and heating coils. It is based upon glycolic acid and ammonium bifluoride. The activity between the glycolic acid and the ammonium bifluoride produces a synergistic cleaning effect, resulting in a clean, brightened coil but with the utmost in safety to the applicator and the job site as compared to HF-based products.

Application

Air-cooled condensers, evaporator coils and other finned cooling and heating coils can become coated and clogged with greasy dirt and grime. This contamination will in turn cause the coil to lose efficiency and drive up operating costs. The degree of contamination and the time it takes for the coil to be dirtied and clogged will vary by locale. However, it will need to be cleaned to restore lost capacity and efficiencies.

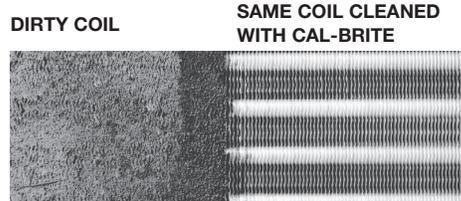
Many service technicians will utilize an alkaline-based cleaner for this task, and the desired results will be achieved. Many other technicians continue to use the highly concentrated hydrofluoric acid-based products as they like the aggressive foaming of these cleaners. However, the high concentration of hydrofluoric acid in these products can present serious safety concerns for

the technician and the equipment. When the use of these cleaners is taken inside to evaporator and chiller coils, the safety concern is dramatically magnified.

Cal-Brite's technology provides a safer alternative with equal or better performance. The synergy of its acidic-based formulation achieves foaming, brightening and cleaning, but without the dangers that are typical to high concentrations of hydrofluoric acid. Because of its low odor and increased safety, Cal-Brite can be used on indoor coils.

Packaging

1 gallon bottle	4133-08
55 gallon drum	4133-01



2008 Altom Ct. • St. Louis, MO 63146 • 800-554-5499 • www.nucalgon.com
 Calgon is a licensed trade name • (116) 3-34

Nu-Calgon Product Bulletin

3-2

A FOAMING, NO-RINSE CLEANER FOR COOLING COILS

- Cleans and deodorizes
- Easily sprayed from any angle... right side up or upside down
- Self-rinsing, fast-breaking foam
- Pleasant lemon scent
- Ideal for kitchen applications
- Biodegradable and NSF Registered
- Can be used with Talon Aerosol Wand (4776-0)

Description

Evap Foam “no rinse” is a high performance, heavy duty detergent, specifically formulated with special surfactants and alkaline cleaners that have been developed into a foaming, no-rinse product. The aerosol product can be sprayed either right side up or upside down, and is ideal for use on most coils, but particularly suited for cooling or evaporator coils.

Application

Evap Foam will liquefy dirt, grease, oil, and other residues quickly and easily. Since it is fortified with corrosion inhibitors, it is safe for use on metals and other materials. The product’s fast-breaking foam is completely self-rinsing. Simply spray Evap Foam on the coil and the foam will wash the emulsified matter off. The aerosol product is NSF registered for use as a coil cleaner in and around food processing areas, and helps leave the area deodorized with a pleasant lemon scent. For hard to reach areas, use in conjunction with Nu-Calgon’s 27-inch Talon Flexible Aerosol Wand.

Aerosol Products

Evap Foam No Rinse®



Directions for Use

Turn off or disconnect power to unit being serviced, and remove any heavy or matted soils first. Shake well. Remove cap and point toward surface to be cleaned. Thoroughly saturate the targeted area with product. Be sure foam evenly covers the entire surface. With this self-rinsing formula, the foam will break and condensation will completely rinse the emulsified material. However, you may wipe clean or rinse with water if desired or if using on non-condensation producing coils. For extremely stubborn or heavy deposits, repeat applications may be necessary. Turn on or return power to the unit.

Packaging

18 ounce can **4171-75**

Read and understand the product’s label and Safety Data Sheet (“SDS”) for precautionary and first aid information.

The SDS is available on the Nu-Calgon website at www.nucalgon.com.



2008 Altom Ct. • St. Louis, MO 63146 • 800-554-5499 • www.nucalgon.com
Calgon is a licensed trade name • (617) 3-2



TECHNICAL support bulletin



1030 WATER BASED DUCT SEALANT

A fiber reinforced, water based, premium quality, UL Listed 181A-M / B-M, high velocity duct sealant for commercial and residential supply and return air duct use.

Recommended Uses:

DP 1030 is recommended for sealing joints, seams, and duct wall penetrations on metal air duct. DP 1030 is recommended for sealing connections on flexible duct or fiberglass duct board. DP 1030 is recommended up to 15 inches water column pressure.

Features and Benefits:

- **LEED** Qualified
- **ZERO** VOC's
- UL Listed
- Excellent Workability
- Crack and Peel Resistant
- Mold and Mildew Resistant
- Excellent Dry Adhesion
- Indoor and Outdoor Usage
- Minimal Shrinkage
- Sag Resistant
- Excellent Water and U.V. Resistance
- Meets FDA, USDA, and EPA Standards
- Meets Requirements of NFPA 90A & 90B, ASTM E-84, and UL-723
- Paintable with latex or epoxy paints after cured

Directions For Use:

Uses: DP 1030 may be used to seal joints on metal, flexible, and fiberglass duct board supply and return air duct.

Surface Preparation: Surfaces should be clean, dry and free of dirt, oil and any foreign matter.

For sheet metal duct: DP 1030 should be applied to all connections according to SMACNA standards. Brush, caulk, pump, or trowel DP 1030 on all duct seams. Apply to TDC/TDF and applied flange corners. Apply to all penetrations in the duct wall including sheet metal screw heads and tie rods. When caulking DP 1030, sealant should be brushed into seams.

For round and oval spiral duct: Apply DP 1030 to the male section of the fitting or to the inside slip duct coupling. Secure with sheet metal screws per manufacturers requirements. Apply a 2-inch band of DP 1030 around outside of joint, covering all screws.

For rigid fiberglass air duct: Assemble sections according to the manufacturers recommendations. Apply a 3-inch by 20 mil band of DP 1030 to the joint. Embed a fiberglass scrim (5 mil, 20 x 10 plain weave, 1.75 oz per sq. yd.) in the sealant and apply another 20 mil coat of DP 1030 over the scrim.

For flexible duct: Install flexible duct per manufacturers instructions using drawbands or mechanical fastener. Apply DP 1030 at a rate of 80-90 sq. ft. per gallon (20-40 mils) between the end of the duct and the collar in a 2-inch band. Use DP 1030 to seal all connections of collar to metal duct or rigid fiberglass ductboard.

Pressure Testing: Allow at least 48 hours before pressure testing. Since temperature and humidity conditions may vary, longer cure times may be required for specific installations.

DO NOT APPLY WHEN RAIN OR FREEZING TEMPERATURES WILL OCCUR WITHIN 36 HOURS. DO NOT THIN.

Technical Data:

- Color:** Gray or White
- Base:** Water
- Chemical Family:** Synthetic Latex
- Solids Content:** 66 ± 2%
- Viscosity:** Approx. 300,000 - 400,000 cps
- Application Temperature:** 40°F - 110°F
- Storage Temperature:** 40°F - 110°F
- Freeze/Thaw Stability:** Do not allow to freeze
- Service Temperature:** -25°F - 200°F
- Flammability:** Non-flammable wet or dry
- Flash Point:** No flash to boiling
- Shelf Life:** 2 Years (unopened containers)
- Cure Time:** 24-72 hours depending on temperature, humidity, and application
- Coverage:** Dependent on application thickness, 80-90 sq. ft. at 20-40 wet mils
- Clean Up:** Use warm water and soap
- Packaging:** 1/12 gallon tubes, 1 gallon pails, 2 gallon pails, 5 gallon pails, 54 gallon drums
- Pressure Classes:** Meets all SMACNA pressure classes
- Seal Classes:** Meets all SMACNA seal classes
- VOC:** 0g/l

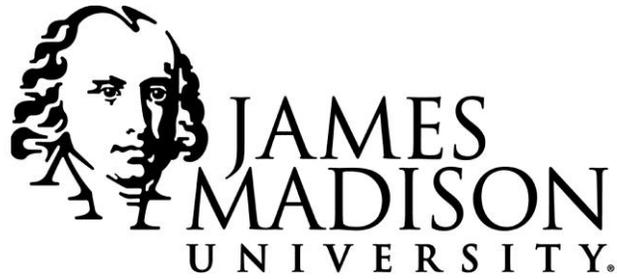
ASTM E-84 SURFACE BURNING CHARACTERISTICS
DP 1030 Duct Sealant applied to inorganic reinforced cement board
Flame Spread: 0 Smoke Developed: 0
Test applied in two 2" wide strips 8" on center (coverage 16% of the exposed test sample area) at a spread rate of 250 sq. ft. per gal.
Flash point of finished sealant, closed cup. No flash to boiling.

<p>UNDERWRITERS LABORATORIES INC. LISTED ADHESIVES 16UK UL 181 A-M For use with UL Listed rigid fiberglass air ducts or connectors UL 181 B-M For use with UL Listed flexible air ducts or connectors</p>	
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Santa Ana, CA 92704
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Phone 714.432.0600
Fax 714.432.0660
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Revised 04-16-13

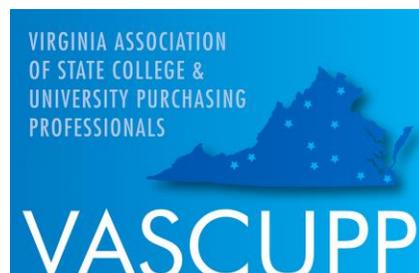


Request for Proposal

RFP # MPM-978

Duct and Exhaust Cleaning

7/31/2017



REQUEST FOR PROPOSAL
RFP # MPM-978

Issue Date: 7/31/2017
Title: Duct and Exhaust Cleaning
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. on AUGUST 31, 2017 For Furnishing The Services Described Herein.

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

All Inquiries for Information and Clarification Should Be Directed To: Michael Morrison, Buyer Specialist Procurement Services, morrismp@jmu.edu 540/568-6181 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # MPM-978

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide, but not be limited to, duct and exhaust cleaning services 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 is a public, comprehensive university of approximately 20,181 students, 924 full-time teaching faculty and 1,238 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,137 people located in the heart of the scenic and historically rich Shenandoah Valley. The University is known for the high quality of its academic programs, its commitment to liberal arts education and its extremely competitive admissions process.

The campus is 721 acres and includes approximately 150 buildings. The University has buildings of various ages and engages in periodic renovation as well as new construction. Inspection, testing, and cleaning services are needed on a regular basis.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

- A. James Madison University (JMU) seeks to secure the services of contractors with the direct experience and expertise to provide campus-wide duct and exhaust cleaning services, to include but not be limited to the cleaning of heating, ventilation, and air conditioning duct work; bathroom and clothes dryer exhausts; and including fans, exhaust grilles, louvers, and ducts. The contractor will furnish all documentation, equipment, insurance, labor, materials, disposal, and supervision to provide these services to the University. The contractor shall develop clear, concise, and professional quality proposal quotes for each project for review and acceptance by James Madison University.
- B. James Madison University reserves the right to obtain other cost estimates prior to authorizing work and to solicit and procure such services, separate and apart from the resultant contract(s), as may be deemed in the best interest of the University. Upon approval of the proposal received by the University, a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional services or equipment which would result in exceeding dollar limitation of the purchase order without first having obtained written approval from the University.
- C. Contractor shall be responsible for adhering to all University Construction Guidelines and shall work directly with relevant personnel at the University. Contractor shall be responsible for all measurements, calculations, and other details for each project.

- D. The Contractor shall perform a ventilation audit before and after the cleaning of all registers, grills, coils, and dampers.
- E. The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaning Association (NADCA).
 - a. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.
 - b. NADCA Standards must be followed with no modifications or deviations being allowed.
- F. Mechanical Drawings: James Madison University Facilities Management shall provide the HVAC system cleaning Contractor with one copy of the following documents:
 - a. Project drawings and specifications
 - b. Approved construction revisions pertaining to the HVAC system.
- G. The University's Facilities Management working hours are 7:30 AM – 4:00 PM. Contractor may perform work at any time agreed upon with Facilities Management, as long as it does not interfere with University activities.
- H. If system is in need of repair, the Contractor shall notify the University's designated representative immediately. Contractor shall log the date, time, location of system, and person's name reporting the need for repair (Contractor's employee) and the name of the person they reported the repair to (University's designated representative).
- I. The University reserves the right to witness the Contractor's service and to inspect all work performed under this contract. If Contractor's work is not in full compliance with this contract, Contractor shall correct the work to the satisfaction of the University within 24 hours of notice. Payments will be withheld until corrections have been completed.
- J. Contractor shall comply with all applicable federal, state, local, and University regulations in the performance of these services.
- K. Contractor shall have sufficient resources to be able to work multiple jobs at the same time.
- L. Describe in detail your approach to each of the following items and include all associated costs.
 - a. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.
 - b. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.
 - c. Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, services performed, and contact information.
 - d. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.

- e. Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.
- f. Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.
- g. Describe invoicing procedure. Provide a sample invoice and proposal.
- h. Describe your mechanical cleaning methodology including methods of cleaning fibrous glass insulated components, coils, etc.
- i. Describe your health and safety standards for your employees as well as the occupants of the building where you are performing services.
- j. Describe your debris disposal procedures.
- k. Describe your system inspection and site preparation procedures.
- l. Describe your system cleaning procedures, including containment, particulate collection, odor control, etc.
- m. Include a copy of your post-project report.
- n. Identify other services offered to James Madison University and the associated costs.

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.

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. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and 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.

2. The version of the solicitation issued by JMU Procurement Services as amended by any 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 modifications 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.
3. 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 should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submits 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 acknowledgments, if any, signed and filled out as required.
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 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 the intended purposes.	20
2. Qualifications and experience of Offeror in providing the goods/services.	30
3. Specific plans or methodology to be used to perform the services.	20
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
5. Cost	20
	<hr/> 100

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

VII. GENERAL TERMS AND CONDITIONS (Revised 8/18/15 ABS)

- 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 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, 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 subcontractor(s), 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 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.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service

Limits

Asbestos Design, Inspection or Abatement Contractors

\$1,000,000 per occurrence, \$3,000,000 aggregate

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, 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, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual

receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
- (i) Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

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 US 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.

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 Number
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 by Fax to 540/ 568-7936 or 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 SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB 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 (SBSB) 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 SBSB 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.**
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.** 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 (SBSB) 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 (SBSB)-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.**

- K. 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.

- L. 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.
- M. 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,
- N. 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.
- O. 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.
- P. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration

(OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

- R. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 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 University's satisfaction at the Contractor's expense.
- T. **KEYS:** If the Contractor is given keys for projects resulting from this contract, it is the Contractor's responsibility to return the keys when the work is completed as well as for the safe-keeping of the keys during the work 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.
- U. **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.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of 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 are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. 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.

Add additional rows as needed to list all rates and fees for labor and services offered. The categories listed below represent what the University considers a typical response "crew" for reference purposes. Please note any differences to the typical crews noted below based on your firm's offering.

PRICING SCHEDULE BY ZONE

Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*

Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)									
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)									
HVAC Inspector/Ventilation Auditor									
Project Manager for Multiple Crews									

Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*

HVAC System Cleaning Crew 2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)									
Air Handling Unit & Coil Cleaning Crew 2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor)									
HVAC Inspector/Ventilation Auditor									
Project Manager for Multiple Crews									

Equipment and Materials

<i>Price/Unit</i>									
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Other Fees

Charge Card Processing Fees:	%

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

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)

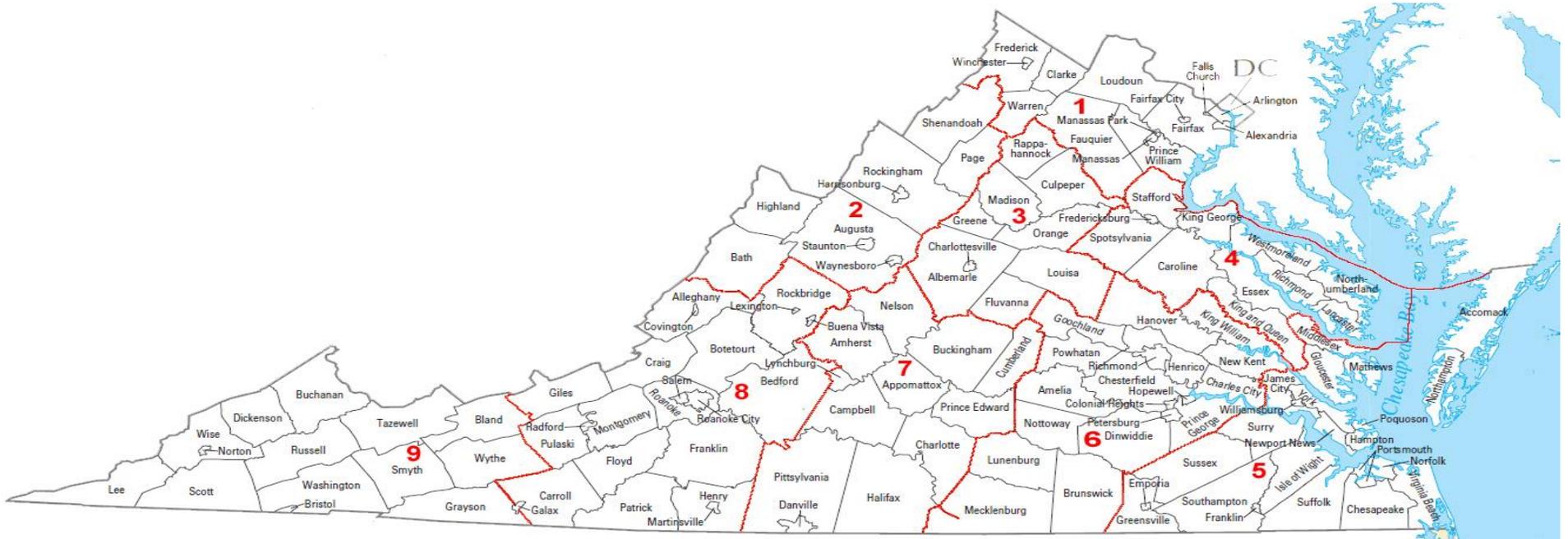
(Printed Name)

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> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<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)