



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU-6076

This contract entered into this 30th day of June, 2021, by Apex Companies, LLC. 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 July 21, 2021 through July 20, 2022 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 THW-1113 dated April 27,2021:
(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 May 25, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated June 22, 2021.

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

CONTRACTOR:
By: [Signature]
(Signature)
Andrea Heller, CHMM
(Printed Name)
Title: Division Manager

PURCHASING AGENCY:
By: [Signature]
(Signature)
Theresa H. Wnenschel
(Printed Name)
Title: Buyer Specialist



Negotiation Summary

1. Contact information for Apex Companies, LLC:
 Philip Atkins- Project Manager
 Phone – (571) 330-8654
 Email – Philip.Atkins@ApexCos.com

2. Emergency contacts and hours are as follows: 5PM-8AM Monday thru Friday, Weekends and Holidays (804) 254-0396. The call center will contact Robert Wagner, Chris Cheatham or Phil Atkins and they will respond within 2 hours.

3. See Pricing Schedule attached. The University will only pay what’s agreed upon in the pricing schedule. Therefore, pricing is set and there shall be no additional fees and/or expenses charged to the University without prior approval.

	Normal Working Hours	Emergency hours
Services		
Principal	\$190 per hour	
Certified Safety Professional/Sr. Project Manager	\$180 per hour	
Environmental Engineer/Professional Geologist	\$165 per hour	
Project Manager	\$160 per hour	
Equipment Manager	\$80 per hour	
Responsible Land Disturber	\$120 per hour	
Staff Geologist	\$80 per hour	
Environmental Scientist	\$70 per hour	
Draftsperson/ CADD Operator	\$75 per hour	
Field Technician	\$65 per hour	
Administrative/Documents Manager	\$60 per hour	
Supervisor	\$125 per hour	per hour
Laborer	\$65 per hour	per hour
Vacuum Truck and operator services	\$225 per hour	Daily Mobilization Fee:\$200
Confined Space Entry cost per crew (#4 crew members)	\$180 per hour	Daily Mobilization Fee:\$ 0
Liquids Hauling Charge	\$0.40 per gallon	
Solids Hauling Charge	\$1.80 per gallon	
Pressure Wash Fee	\$100 per event	
Equipment		
Trackhoe	\$1300 per day	
Mini Excavator	\$750 per day	



Backhoe	\$450 per day	
Skid Steer	\$400 per day	
Single-axle dump	\$600 per day	
Tandem Axle Dump Truck	\$750 per day	
Service truck (4 hour minimum)	\$180 per day	
CCTV Equipment with Trailer	\$2500 per day	
Dewatering Pump {6"} and Hoses	\$480 per day	
Chipper	\$550 per day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	\$100 per ton	
Class I Rip Rap	\$80 per ton	
Clearing and Grubbing Crew cost per crew (#_4_crew members)	\$300 per hour (with chipper and haul of debris)	Daily Mobilization Fee:\$0
—		
Erosion Control Mat with Staples	\$120 per roll	
Soil and water analysis {standard turnaround}		
-characterization	\$900 ea	
-Total petroleum hydrocarbon (TPH)	\$175 ea	
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)	\$100 ea	

Proposal
Stormwater Structures Maintenance
RFP #THW-1113



PREPARED FOR:

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

SUBMITTED ON:

May 25, 2021 at 2:00 pm EST

PREPARED BY:

Apex Companies, LLC
9700 Capital Ct, Ste 100
Manassas, VA 20110



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RFP V.B.1

Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

The signed cover sheet and addenda is presented on the following page. We have provided a copy of our Contractor's Class A License as requested.

RFP# THW-1113

Issue Date: 04/27/2021
Title: Stormwater Structures Maintenance
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on May 25, 2021 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: Terri Wuenschel, Buyer Specialist, Procurement Services, wuenschth@jmu.edu; 540-568-7209; (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:

Apex Companies, LLC

9700 Capital Ct, Ste 100

Manassas, VA 20110

By:



(Signature in Ink)

Name: Andrea Heller, CHMM

(Please Print)

Date: May 25, 2021

Title: Division Manager

Web Address: www.apexcos.com

Phone: 703-396-6730 x4303

Email: Andrea.Heller@ApexCos.com

Fax #: 703-396-6743

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 AH #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; Mico

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. 1/12/21



Apex holds a Virginia Class A Contractors License #2705 110243A. For your review, a copy of this license is below.



The following pages will further demonstrate our capabilities and understanding of this contract. Our proposal has been formatted in line with the evaluation criteria of RFP #THW-1113.

RFP V.B.2

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

Apex Companies, LLC (Apex) is pleased to provide our response to James Madison University's (JMU) Solicitation for Request For Proposal #THW-1113 titled Stormwater Structures Maintenance.

We know James Madison University; we can hit the ground running without a learning curve. Apex has been supporting the academic community for over 20 years. We have performed environmental services for the majority of universities in the Washington, DC Metro Area. These services included asbestos consulting, MS4 permitting, professional stormwater services, stormwater maintenance, stormwater repairs, Clean Air Act permitting, environmental impact reviews (EIRs), water permitting, storage tank services, phase I and II environmental site assessments, remediation, Indoor Air Quality (IAQ) investigations including mold, and health and safety program developments. Apex has also employed JMU Alumni over the years who graduate with the knowledge and skills needed to work in the environmental field.

We have corporate experience and a recognized reputation in Virginia. Apex is well known for its professional and field-oriented consulting. It is a corporation that has grown by satisfying its clients with grade "A" service.

We have the necessary local staff to perform all the required services. We have a team of experienced engineers, stormwater professionals, geologists, scientists, industrial hygienists and asbestos professionals that have the education, credentials, certifications, and practical work experience at all levels necessary to perform the work in a timely and cost-effective manner.

Apex Highlights

- Founded in 1988
- Over 800 Employees; 50 Offices
- Headquartered in Rockville, MD
- Stormwater Maintenance
- BMP Inspections
- Stormwater Structure Repair & Rehabilitation
- Stormwater Compliance & Management
 - MS4 Program Support Services
 - Stormwater BMP Design
 - EPA Audit Support
 - Stormwater Monitoring & Sampling
 - Stream Restoration
 - Water Quality Monitoring
 - Flow Monitoring
 - Rainfall Monitoring
 - Automated Water Chemistry
 - Field Sampling
 - Reporting
 - Compliance Inspection
- Industrial Hygiene
- Remediation and Restoration
- Emergency Response
- Water Resources

RFP IV.B.1

Describe your approach and ability to provide excellent customer service throughout the term of the contract, to include mobilization of the contractor's management and work staff to meet the needs stated herein. Include how you will provide excellent customer service on fast turn-around projects to include mobilization of a crew if your firm is not in close proximity to the University.

The following is our approach for providing services as required by this RFP. Proposed services will include cleaning, maintenance, and repairs of campus stormwater structures and best management practices (BMPs). Some of these structures and BMPs include but not limited to are bioretention filters, sand filters, manufactured BMP systems, oil-water separators, underground vaults, piping, tanks and structures, surface impoundment areas, drop inlets, open drainage channels, streams, catch basins, manholes, outfalls, dry and wet ponds, pond control structures, etc.

Apex has over 75 local professionals available to support any project that JMU may have. We have developed a streamlined structure that integrates management, technical, and facility resources for high-quality and cost-effective contract performance. Central to this structure is a dynamic management organization that ensures controlled flexibility, encourages communications, and depends on a diversity of personnel capabilities. Our project and task managers can effectively draw on staff and other corporate resources to meet rigorous schedule and task needs on fast turn-around projects. With three offices in Virginia (Manassas, Richmond, and Roanoke), Apex has the necessary staff and capabilities to mobilize crews to meet the needs of JMU.

We realize the potential demands of this project and commit to dedicating enough individuals to the project in all required disciplines. Apex possesses a wide range of diverse experience and certifications so that not only can Apex provide replacements as needed, but also many individuals can assist in areas other than their designated assignment.

In cases of immediate response tasks, the planning efforts may be streamlined and accelerated. Increased direct involvement and oversight will be provided by technical experts and the project manager to compensate for less formal planning. Apex routinely performs multi-year, large-scale, and task order programs for our municipal clients.

We have the necessary local staff to perform all the required services. Apex can provide all the anticipated services. We have experienced professional engineers, project and task managers, planners, geologists, scientists, and GIS specialists, Virginia Department of Environmental Quality (VDEQ) Erosion and Sediment Control professionals, and VDEQ Certified Stormwater Inspectors and Plan Reviewers that have the education, credentials, certifications, and practical work experience at all levels necessary to perform the work in a timely and cost-effective manner. Our staff knows the local requirements and regulators and is readily accessible.

Apex has extensive experience with Municipal Separate Storm Sewer (MS4) and Virginia's Pollution Discharge Elimination System (VPDES) permits. We are experienced in supporting MS4 permit holders to comply with the requirements of emerging Chesapeake Bay Requirements. We have the design/build capabilities with in-house crews and equipment that have performed over 10,000 stormwater-related projects in the Mid-Atlantic region. We have the experience, resources and personnel to help manage the needs of JMU.

Other aspects of our ability to respond within quickly of initial contact include:

Constant Communication. All field personnel and managers are equipped with smart phones that allow for constant communication with other staff members and the client. These phone numbers can be provided for immediate contact with Apex should the need arise.

In-house Equipment Ready. We maintain a wide range of sampling instrumentation and personal protection equipment (PPE) including PIDs, LELs, air quality meters, heat stress monitors, ISCO autosamplers, pH/temperature meters, chlorine meters, DO meters, conductivity meters, PIDs, digital cameras, confined space equipment, confined space entry rescue equipment, skid steer loader, trucks and trailers, infrared cameras, GPS receiver (Trimble), groundwater sampling pumps, data loggers, camera truck, respirators, etc. The Team maintains the latest in software capabilities, such as ESRI ARC GIS, AutoCAD, and MS Office.

Proven Response Capability. We have proven our ability to respond through various contracts with the City of Fairfax, Fairfax County, Arlington County Public Schools, Stafford County, Stafford County Public Schools, James Madison University, George Mason University, Virginia Tech, Virginia Western Community College, Prince William County, Prince William County Public Schools, Colonial Pipeline, George Mason University, Giant Food, and United Airlines.

Our approach and ability to provide excellent customer services is further demonstrated in the following sections.

RFP IV.B.2

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

Apex was founded in 1988 to provide high quality environmental, health and safety consulting, stormwater, and remediation services in a cost-effective manner for both private companies and government agencies. Headquartered in Rockville, Maryland, Apex has grown to more than 800 employees located in 50 full-service branch offices, including three offices in Virginia (Manassas, Richmond, and Roanoke). In an increasingly competitive marketplace, the relationship and trust we build between our clients and ourselves is the major reason we continue to see return business.

Apex is performing stormwater management system restoration and maintenance in over 45 states. Apex provides complete stormwater management support services. Specific elements are listed below.

Inspections: Apex in-house staff include **VDEQ Certified Stormwater Inspectors (CSIs), VDEQ Certified Erosion and Sediment Control Inspectors/Plan Reviewers, Certified OSHA Confined Space, and Responsible Land Disturbers** that perform the inspections and lead our inspection teams. Depending on the specific

requirements of the client and stormwater facility type, we have established inspection programs for frequencies of monthly to annually. Apex has successfully conducted assessments on structural and



non-structural BMPs providing detailed records of current and past conditions. Our inspectors review conditions of grit chambers, catch basins, wet ponds, dry ponds, sand filters, forebays, outfalls, embankments, trashracks, risers, and spillways and associated piping and structures to ensure proper operation.

Maintenance: Regular maintenance services are critical components of stormwater management. Regular maintenance results in decreased long-term operating costs, operation in accordance with design specifications, and regulatory compliance. Additionally, nuisance issues such as insect and animal infestation may be eliminated. Typical maintenance activities that Apex performs include:

- Confined space entry inspection
- Filter media and cartridge replacement
- Brush and tree removal
- Grading and slope stability
- Vegetation of denuded areas
- Vault, inlet, and piping cleaning
- Erosion control and inspection
- Catch basin cleaning
- Oil/water separator cleaning
- Mowing and debris removal
- Collection of GPS/GIS Data and Database Management

Structural BMP Routine Maintenance. BMP maintenance shall be in conformance and adherence with applicable manufacturer's requirements. BMP routine maintenance includes management oversight, vector truck, confined space entry crew, and proper disposal of removed waste/material. A typical maintenance crew consists of a foreman, one or more laborers, and a vector truck operator depending on the size and location of the unit(s). The frequency may vary from after any major storm, to up to twice a year. In addition, sediment testing and access roads clearing (if present) will be conducted as necessary. Apex has been conducting annual BMP routine maintenance on BMPs which has been effective in maintaining the facilities in proper working order according to manufacturer's recommendations. All BMPs will be treated as confined space. Apex will use only current confined space entry trained personnel, appropriate safety/monitoring equipment and permits (as necessary) while conducting maintenance activities. In addition, some of the BMPs are located in close proximity or on the shoulder of main roadways requiring proper traffic safety/control equipment and procedures. Apex staff has completed training for basic work zone traffic control and is versed with the Virginia Work Area Protection Manual and its requirements.

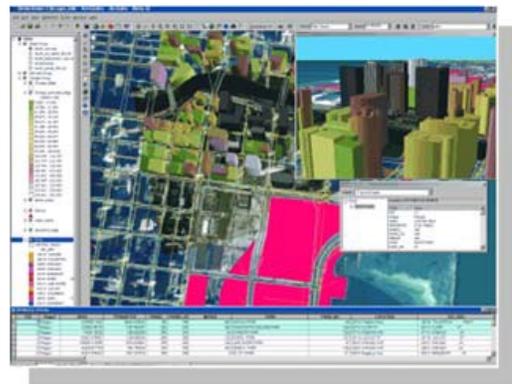
Non-Structural BMP Routine Maintenance. Apex can perform routine maintenance on all aboveground non-structural BMPs within the listed inventory based on the assessments. Routine maintenance should be conducted on an annual basis and may include debris and litter removal, sediment removal, vegetation control to include woody vegetation removal, pesticide operations for invasive or noxious plant species, rodent control or mosquito control, re-vegetation of denuded areas in accordance with JMU. Routine maintenance will be conducted utilizing a combination of Apex maintenance personnel consisting of four laborers, two operators/foremen, three inspectors, and two subcontractors, all of which have extensive experience conducting the required maintenance activities on the existing SWBs/BMPs. All routine

maintenance operations will be itemized in detail regarding the necessary resources with photographs documenting before and after conditions. All such documentation and a detailed report summarizing the completion of activities per SWB/BMP will be submitted to JMU for each SWB/BMP undergoing routine maintenance.

Database Management: A unique aspect to all the services that Apex provides is our in-house database management and software development. Apex is constantly looking for ways to automate our services and incorporate our deliverables into the client's existing database. Apex has completed stand-alone web-based systems, automated inspection checklists, SQL databases, Microsoft Access databases and Excel spreadsheets. Apex has designed and maintained databases for similar stormwater contracts. Apex can create and upkeep a database that will track all assessments conducted or we can simply update an existing database. Data that can be included in the database would consist of:

- Field inspection data will be collected by a team of qualified Apex personnel. **Attention to detail will be a primary concern while collection of assessment data is conducted.** Apex's trained professionals are currently performing this scope and no learning curves are required. All aspects of the BMPs will be scrutinized to assure that each individual assessment parameter is rated properly in order to present an accurate, comprehensive snapshot of the relative condition of each facility.
- Photographic documentation will be conducted as part of the assessment to document visual evidence of the general condition of each BMP. Locations of photo reference points will be noted for utilization in future inspections. The photographs will be provided in JPEG format as an electronic attachment to each completed inspection report form during each inspection event. Electronic photographs will be assigned file names to match the corresponding feature within the BMP.
- Additional comments will be noted on the assessment form by Apex to note specific site conditions or information as deemed necessary to further characterize the condition of the SWB/BMP. Support data will include detailed physical information on the BMP and size and inventory information on the structures within a BMP.
- Upon completion of the field inspections, Apex will maintain an accurate database including the data generated from the activities discussed above to include inspection data, GPS data, and photographic data. Compiled inspection data and GPS data will be submitted as required.

Geographic Information Systems (GIS): Our Team can provide GIS support to both government and the private sector. By using the most current software available, we have the ability to design, develop, construct, and append geodatabases to the specific needs of JMU. We further understand our specific clients' needs and have seasoned database professionals developing GIS that can be used for decision making, site selection, natural resource planning, capital outlay, regulatory analysis, and compliance. Our field personnel are professionally trained in and routinely use Trimble GPS collection, instrumentation, and differential data correction.

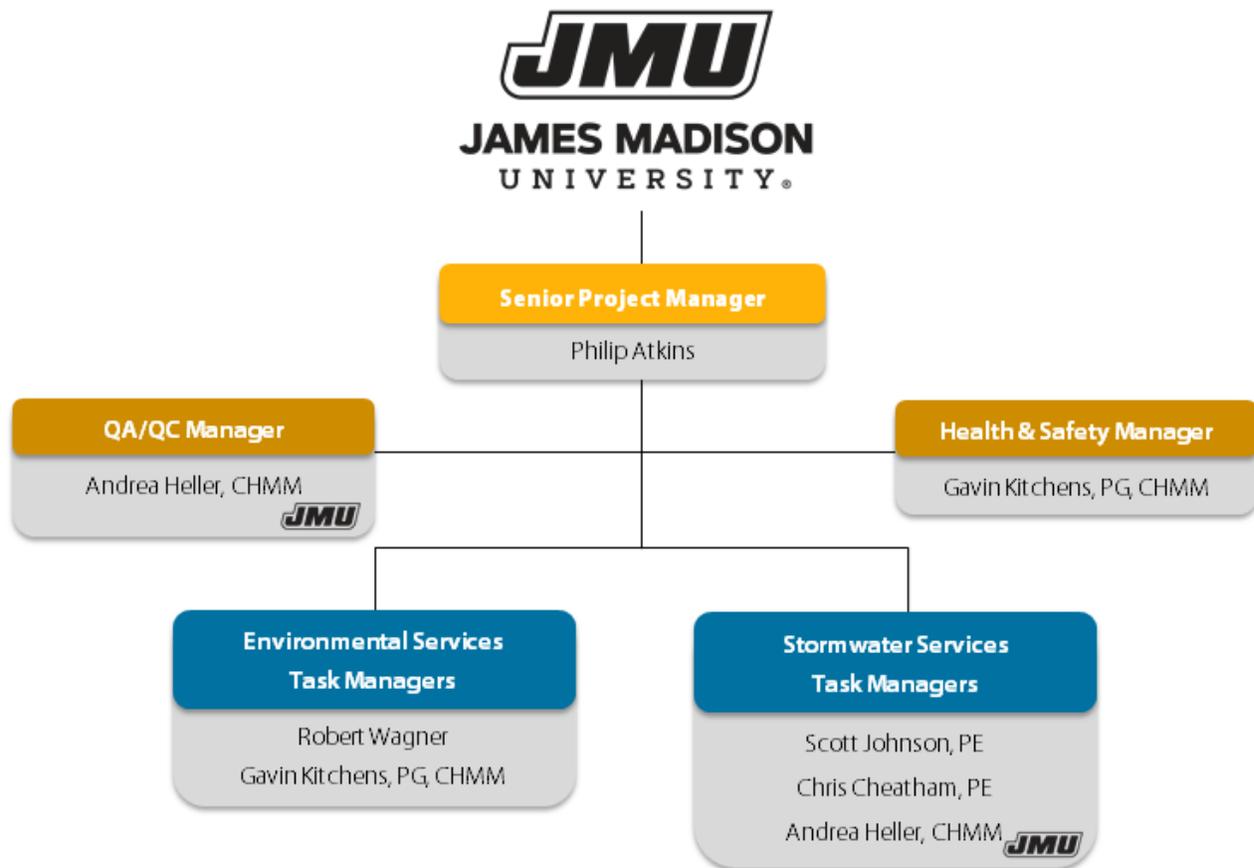


RFP IV.B.3

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

We have organized our project team based on our experience in successfully performing previous similar contracts and the specific requirements outlined by the RFP announcement. The project manager is directly accountable and can draw on the total resources of the firm, as required to meet the needs of JMU. Full resumes are included in section RFP V.B.3 of key staff.

The following project organization focuses on clear lines of communication for the directing and coordination of project activities. Levels of authority are equal, with Apex assuming 100 percent of the responsibility for the project completion.



JMU = JMU alumni

Key staff and their responsibilities in supporting JMU are described below.

Project Manager and **Stormwater Inspections & Maintenance Task Manager**. Apex has designated **Mr. Phil Atkins**, as the senior project manager and one of the Stormwater Inspections & Maintenance Task Manager for this contract. Mr. Atkins has performed work for James Madison University and is well versed

in their protocols. The project manager will remain in close communication with the designated JMU representative and will supervise all task managers to ensure that Apex meets or exceeds contract-specific requirements. Mr. Atkins has over 25 years of experience in the stormwater and environmental arena. He will have the sole responsibility for all work performed under the contract. He will:

- Maintain and manage procedures for receiving and executing delivery orders;
- Monitor and report on all technical and financial performance;
- Ensure technical quality and continuity, as well as serve as principal contact with JMU;
- Manage resource capacity and availability, utilizing regular staff meetings, and conduct monthly project reviews; and
- Authority to obtain all the necessary resources under this contract.

Health and Safety (H&S) Manager and Environmental Services Task Manager. As the H&S manager, **Mr. Gavin Kitchens, PG** will review the requirements for health, safety, and emergency preparedness, and implement Apex's Health & Safety Plan for the contract. He will have the authority to stop site work activities and ensure timely corrective action is taken to eliminate health and safety deficiencies. He will:

- Develop Site Health & Safety Plans (SHSPs) and approve subcontractor SSHPs;
- Provide management support;
- Coordinate and conduct training, coordinate medical information for on-site personnel, and audit compliance with safety and health procedures at the job sites; and
- Monitor compliance with all applicable state, federal, and local safety and health codes, standards, and regulations (e.g., OSHA 29 CFR 1910.120).

Quality Assurance / Quality Control (QA/QC) Manager. Apex has chosen **Ms. Andrea Heller, CHMM** who will have overall responsibility to establish and implement the QC program for the contract. Ms. Heller currently manages these services for municipal and commercial clients in the area. She is the project manager for permitting and compliance activities at Prince William County Schools, Stafford County Schools, DC Department of Public Works and DC Department of the Environment. She has over 16 years of experience in the environmental arena; has been managing stormwater services out of the Manassas office for the last 10 years and is a JMU Alumni. She is also a certified Virginia DEQ Stormwater Combined Administrator.

Stormwater Services Task Manager. Apex has chosen **Mr. Scott Johnson, PE** to manage and coordinate stormwater inspection and maintenance activities for JMU. Mr. Johnson has been managing database development, maintenance, and repair of various stormwater structures in the Mid-Atlantic Region. He currently manages multiple crews providing these services for municipal and commercial clients in the area. He is also the project manager for stormwater management inspections, maintenance, and repairs for government and commercial clients. He has over 25 years of experience in environmental construction and has been managing stormwater services out of the Manassas office for last seven years.

Stormwater Services Task Manager. Apex has chosen **Mr. Chris Cheatham, PE** to manage and coordinate stormwater activities for JMU. Mr. Cheatham has over 26 years of experience in environmental compliance, investigation, and stormwater facility inspection and maintenance. He directs projects related to petroleum and chemical storage, spill prevention, release response, stormwater management, and environmental compliance and auditing. Mr. Cheatham designs and implements controls related to

stormwater management and inspects and directs the maintenance of stormwater BMPs. He has developed an excellent working relationship with state regulatory officials, particularly with the Commonwealth of Virginia Department of Environmental Quality (DEQ).

Environmental Services Task Manager. Apex has chosen **Mr. Robert Wagner** who brings over 15 years of experience in environmental management, due diligence, site investigation, and corrective action. Mr. Wagner's experience includes stormwater management, environmental site assessments, site characterization, corrective action, pollution prevention, and solid and hazardous waste management.

RFP IV.B.4

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

Apex is a national player in the area of stormwater management system restoration and maintenance. Stormwater has become an extremely important part of the land development process, especially in the Mid-Atlantic region with serious watershed issues. Apex provides comprehensive stormwater management services including: inspections, permitting, construction, repair/rehabilitation, and maintenance. Local clients that we have provided these services include:

- JMU
- VDOT
- George Mason University
- Virginia Tech
- Fairfax County
- Loudoun County
- City of Fairfax
- Arlington County
- Prince William County Public Schools
- Stafford County Public Schools
- Arlington Public Schools
- United States Postal Service
- City of Rockville
- Montgomery County
- Walmart
- Various Private Developers
- Virginia Western Community College

Relevant project descriptions to the services that we offer are presented on the following pages.

Stormwater Management

James Madison University • Harrisonburg, VA

Contracted to assist James Madison University (JMU) in stormwater best management practices (BMPs) that require inspection and maintenance. These BMPs will typically require at a minimum annual inspection to ensure proper working order and compliance with applicable local and state regulations. Observation made during annual inspections may warrant the need for maintenance to remove accumulated sediment and debris to continue proper function of the Systems. Apex has conducted maintenance on multiple BMPs for JMU for over 10 years including Stormceptor units, models STC 1800, STC 2400 and STC 900, Stormfilters (with cartridge replacement), Filterras, Vortech and CDS units. were conducted April 9, 2014. Maintenance included the use of a vactor/jet truck and confined space entry crew to remove accumulated sediment and debris from the Stormceptor units units and associated structures and piping and cleaning of the interior of the system with pressurized water and inspection of the unit.



Maintenance included the use of a vactor/jet truck and confined space entry crew to remove sediment and debris from the Stormfilter units and associated structures, removal of filter media from the cartridges with filters procured from the manufacturer, cleaning of the old cartridges for return shipment to the manufacturer. All sediment and debris was disposed of at an approved offsite facility.

In addition, Apex cleaned an oil/water separator located at the University Services Building to remove accumulated sediment and sludge from the bottom of the tank. All fluids and sludge were pumped from the tank and hauled off site to an approved facility for disposal. The inside of the tank was pressure washed and photographs were submitted with a completion report.

Upon completion of all maintenance activities, Apex provided JMU with a report including photographs and recommendations for additional maintenance or repairs as necessary.

Project timeline: 2008 to present



Turnkey Stormwater Management

Virginia Department of Transportation (VDOT) • Northern Virginia District

Apex is currently contracted by VDOT to provide turnkey management services for over 500 stormwater management basins and other surface BMPs and 95 underground BMPs in Loudoun, Fairfax, Arlington and Prince William Counties. The scope of work includes:



- Annual SWB/BMP inspections conducted by trained and certified stormwater inspectors. Based on the qualitative evaluation of the individual assessment parameters, an Overall Rating is established for each SWB/BMP. Apex then establishes a VDOT Maintenance Priority Rating based on the individual parameters and Overall Rating to establish a priority value for performing maintenance. Upon completion of the field inspections, Apex updates the VDOT database including the data generated from the inspection activities, GPS, and photographic data.
- Routine maintenance of all VDOT-owned/operated SWBs/BMPs. Annual BMP routine maintenance includes management oversight, removal of accumulated sediment and debris using a vacator truck and confined space entry crew and proper disposal of any waste/material. Routine maintenance of SWBs and other above ground BMPs are conducted on an annual basis and include debris and litter removal, sediment removal and disposal onsite, vegetation control to include herbaceous and woody vegetation removal, pesticide operations for invasive or noxious plant species, rodent control or mosquito control, re-vegetation of denuded areas in accordance with VDOT requirements. All routine maintenance operations are itemized in detail regarding the necessary resources with photographs documenting before and after conditions. All such documentation and a detailed report summarizing the completion of activities per SWB/BMP are submitted to VDOT for each SWB/BMP undergoing routine maintenance as part of the database updated and submitted monthly.



- Corrective maintenance/repairs of BMPs are conducted as deemed necessary as required by VDOT based on BMP inspection findings and ratings. Repairs include such activities as dewatering operations, grading, excavation of accumulated sediment, disposal operations of sediment including contaminated sediments off-site at approved facilities, scour repair, riprap replacement/refurbishment, major repairs including pond structure replacement and retrofit operations (embankment, riser structure and spillway barrels, etc.). All repairs, retrofits, or restorations are completed by Apex's in-house construction crews and documented with detailed reports including before and after photographs and updated status entered into the VDOT database.
- Upon notification of VDOT of additional facilities being added to the program, Apex enters new inventory data into the database, conducts initial GIS Mapping of the new facility, an annual assessment and routine maintenance in a timely manner.

Project timeline: 2010 to present

Stormwater Management Program



**Arlington
Public
Schools**

Arlington Public Schools • Virginia

Apex has been contracted to assist with the implementation of a Stormwater Management Program since 2012. Specifically, our team conducts routine inspection and maintenance to the stormwater SCMBMPs located at the public-school properties. These include underground detention, bioretention, Filterrras, green roofs and proprietary manufactured BMPs (Jellyfish, Stormfilters, Downstream Defender).

We conduct the required maintenance items at each property, as required, to comply with regulatory/MS4 permit requirements. Apex team members provide scopes of work and associated cost estimates, based on the previous maintenance work conducted at these locations and our review of associated plans provided by the county. Our scope prescribes the routine inspection and maintenance for the referenced BMPs that will help ensure continued function and compliance status with local and state regulations. After maintenance has been completed, Apex provides a completion report for each property including photographs and recommendation(s) for additional work required, if necessary. The scope of work and annual cost for each BMP or property is revised annually to reflect observed conditions during the most recent maintenance event. This way, we increase or decrease our efforts accordingly to provide the most cost-effective approach while ensuring proper SCMBMP functionality. When deficiencies are identified, Apex conducts investigations and provides repairs to existing stormwater-related facilities. This includes removal of obstructions and repair of clogged/damaged stormwater piping/infrastructure, CCTV inspection of stormwater piping to assess the current condition and need for repair/replacement, and retrofitting/restoration of existing SCMBMPs and associated structures (trash racks, access manholes, proprietary filter cartridge replacement, etc.).

We have also conducted the installation/construction of stormwater bioretention planters at school properties where temporary classroom trailers have been installed to comply with MS4 permitting requirements. The 6' x 6' planters were constructed of pressure-treated lumber, EPDM liners and associated underdrain piping, gravel, soil media, and plants per approved design plans. To date, Apex has installed eight bioretention planters at four properties.



Project timeline: 2012 to present



MS4 Phase II Stormwater Management Program

Stafford County Public Schools (SCPS) • Stafford County, VA

Apex is contracted to assist Stafford County Public Schools in the implementation of a Stormwater Management (SWM) Program. The process was designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act and the State Water Control Law.

Apex reviewed the existing program and prepared a report summarizing the status of the SCPS SWM Program which was used to communicate proposed changes to the current SWM Program and summarizes activities planned for the next reporting cycle (the final report of the current permit cycle). The SWM Program is in the form of six minimum control measures known as Best Management Practices (BMPs) as required by the VPDES General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems. These BMPs are Public Education and Outreach on Stormwater Impacts; Public Involvement/Participation; Illicit Discharge Detection and Elimination; Construction Site Stormwater Runoff Control; Post-Construction Stormwater Management in New Development and Redevelopment; and Pollution Prevention/Good Housekeeping for Municipal Operations. These key BMPs were included in the Annual Report and MS4 Program Plan that Apex has completed and submitted to SCPS and VDEQ. The Program Plan includes information tables of all SCPS's stormwater basins, outfalls, bio retention, other BMPs, and procedures for IDDE inspections, Dry Weather Screening, Construction Inspection Procedures, etc. Apex is currently assisting SCPS with their recent EPA Audit by providing response assistance and answers.



Working with the Science Coordinator, SCPS integrate their public involvement and participation by incorporating classroom and extracurricular assignments and activities with the Standards of Learning Curriculum Framework. Educators are provided specific examples of unit activities and coursework to meet the requirements of the specific BMP. Selected schools have coordinated with local chapters of the Boy Scouts of America to label specific drains.

Apex reviewed and modified portions of the existing Stafford County Ordinance on illicit discharges to satisfy the requirement of the existing requirements for SCPS. A Trimble GPS unit was utilized to locate the structural BMPs, their outfalls, and the surface waters they discharge into. Once the data was collected, a geodatabase was created. Stormwater inspections for all BMPs and outfalls were completed and submitted to SCPS as a report. Inspections give SCPS a list of BMPs that require repairs and maintenance. Apex has conducted repairs of stormwater BMPs at some of the high schools.

Apex assists SCPS with review maintenance contracts on all new construction. Contracts are required to maintain all vegetation and remove excess silt and debris at the request of SCPS for an agreed upon time period. Stafford County assumes maintenance responsibilities with the expiration of the warranty. Apex assists SCPS with prioritizing BMP maintenance and budget estimates.

Project timeline: 2006 to present

MS4 Phase II BMP Maintenance and Repairs

Prince William County Schools (PWCS) • Prince William County, VA

Apex assists PWCS in the reporting and compliance related to stormwater resources management by the Virginia Stormwater Management Program (VSMP) as mandated under the EPA Clean Water Act Phase II Municipal Separate Storm Sewer (MS4) Program.



Apex conducts yearly conditional assessments of the stormwater basins (SWBs) and associated structures (drop inlets/curb inlets/yard inlets, etc.) present at 55 separate PWCS properties. Properties include administration buildings, transportation facilities, as well as elementary, middle, and high schools. Apex completes an inspection form for each location that includes an inventory and condition assessment of all stormwater facilities and associated structures and a site sketch. Also included is a photographic log of each PWCS location assessed.

Apex also notifies PWCS with SWB facilities that require maintenance and/or repairs, price estimates for repairs, and brief description of maintenance and repairs required. These facilities are included in the inspections report that is done annually for PWCS. When assessed, the facilities are given a grade depending on the condition each are in and are included in the notification to PWCS for maintenance and repairs.



Apex also assisted PWCS with their MS4 Annual Report and most recent permit renewal application. With the most recent permit, Apex has supported PWCS in completing the new requirements of this permit. Apex compiled the report with the necessary information and documents which was submitted to PWCS and VDEQ for review. Apex is currently in the process of assisting PWCS with the Year 2 Annual Report and providing this year's requirements according to the General Permit.

The required BMPs included in the permit are Public Education and Outreach on Stormwater Impacts, Public Involvement/Participation, Illicit Discharge Detection and Elimination, Construction Site Stormwater Runoff Control, Post-Construction Stormwater Management in New Development and Redevelopment, and Pollution Prevention/Good Housekeeping for Municipal Operations. These BMPs have been included in the MS4 Program Plan that has been completed by Apex. The Program Plan includes information on the outfalls and stormwater facilities on PWCS properties and the information on where each property discharges. Standard Operating Procedures (SOPs) have been included which detail procedures for IDDE and Dry Weather Field Screening. The Program has been submitted to PWCS and VDEQ for review.

Apex is currently supporting PWCS in writing their Chesapeake Bay TMDL Action Plan which is required in Year 2 of the General Permit. This plan considers the effect that the BMPs have on discharging pollutants into the Chesapeake Bay Watershed. Apex will be monitoring the BMPs already in place and analyzing them for their effectiveness of reducing or eliminating pollutants of concern. Apex will be assisting PWCS on BMPs that will be the most effective in reducing and eliminating pollutants and provide cost estimates on the installation of these BMPs.

Project timeline: 2006 to present

Stormwater Maintenance, Construction and Repairs



Fairfax County (County) • Virginia

Apex is currently contracted to perform inspection, maintenance, and reporting of County-owned/operated underground stormwater management facilities including underground detention pipes/vaults, filtration devices with cartridges, hydrodynamic separators, sand filters, and cistern/rainwater harvesting systems. Services include inspection and reporting for each facility type per County requirements, collection and removal of all accumulated sediment, oil, trash and debris, cleaning of internal components such

as chambers and bays, inflow pipes, outfall pipes, trash racks as appropriate for each system whether propriety or non-propriety, cartridge replacement, cleaning of weirs, and hauling and disposal of collected materials.

Apex is currently the secondary contractor and previously the primary contractor contracted to perform routine inspection/maintenance service on approximately 350 LID facilities at various locations throughout the county. These facilities include bioretention ponds, vegetated swales, green roofs, treebox filters, infiltration trenches and permeable pavement. Our team inspects the facilities before and after maintenance activities to ensure they are functioning as designed. Typical routine maintenance performed includes plant pruning, weeding, mulching, reseeding, replanting, watering, erosion repair, sediment/debris removal, paver maintenance, and underdrain flushing.

Apex's crews perform non-routine inspection/maintenance on LID facilities when requested. Non-routine services include complete inspection/restoration of treebox filters, bioretention ponds, and permeable pavement. Restoration activities for treebox filters and bioretention ponds include the removal and disposal of the existing plants/vegetation, mulch and filter media, and flushing or replacement of underdrains if required. Restoration also includes the installation of new underdrains, placement of new filter media, stone, mulch, and plants per design specifications.

The contract requirements include coordination with county inspectors, on-site supervision of crews, preparation of completion reports with photographic documentation, and uploading of the reports to the Fairfax County database. Our routine and non-routine inspection/maintenance activities not only ensure that the facilities are functioning properly but also reduce potential future costs for extensive repairs and/or replacement of the structures.

In conjunction with the LID contract, Apex was awarded a porous pavement cleaning contract in 2017. Preventative maintenance of porous asphalt/concrete and interlocking pavers is performed three times annually. The asphalt/concrete surfaces are maintained using a focused, high-suction debris vacuum. The interlocking porous pavers are cleaned using a debris vacuum at a low level of operation so it will not remove the gravel. The restorative cleaning is conducted on an annual basis, depending on the condition of the pavers. Apex works closely with County staff to abide by Fairfax County noise ordinances.

Project timeline: 2013 to present

Manufactured BMP Inspection & Maintenance



Virginia Tech • Blacksburg, Virginia

Contracted to assist Virginia Polytechnic Institute and State University (Virginia Tech) with manufactured stormwater best management practices (BMPs) that require inspection and maintenance. BMP systems inspected during the December phase included the Chicken Hill Underground Detention and Water Quality Unit, Oak Lane Underground Detention Unit, Payne Hall Underground Detention Unit, Upper Quad Underground Detention Unit, Football Practice Facility Underground Detention Unit, Football Locker Room Contech CDS Unit, Roller Hockey Rink 4800 Rinker Stormceptor, Moss Center 11000 Rinker Stormceptor, Moss Center 3600 Rinker Stormceptor and Underground Detention Unit, Lavery Hall Contech StormFilter 10-Filter Unit, Lavery Hall ConTech StormFilter 5-Filter Unit, Lavery Hall ConTech Biofilter 2-Filter Unit, Perry Street Parking Garage StormTrooper Interceptor, and 14 Filterra Units located throughout campus.



These BMPs require, at a minimum, annual inspection to ensure proper working order and compliance with local and state regulations. Observations made during annual inspection may warrant the need for maintenance to remove accumulated sediment, sludge, leaf litter, and debris to maintain proper function of the systems.

Filterra Units - Based upon the December 2020 inspection and manufacturer's suggested maintenance, Apex personnel mobilized back to the site during December 2020 to perform maintenance of all 14 Filterra units. Maintenance activities included the removal of all sediment, mulch, and debris from all 14 units. In addition, Apex repositioned energy dissipation stones and installed new mulch in accordance with manufacturer's recommendations.

Lavery Hall StormFilter Units - Due to heavy sediment loading and filter age, Apex personnel also conducted cleaning and filter changeout of all ConTech Stormfilter units located at Lavery Hall. Maintenance included a confined space entry crew for disassembly of the filter units for media removal and removal of accumulated sediment and debris via vacuum truck. Once the StormFilter vault was clean via pressure washer, Apex personnel installed new filters supplied by the manufacturer.

Football Locker Room CDS - Based on the December 2020 inspection, a vacuum truck was mobilized to the site to recover liquids and solids from the water quality unit. Numerous floatables such as bottles, cans, leaves, and other trash were removed from the unit with an extended trash grabber prior to removal of accumulated solids. A pressure washer was used to clean the unit at the conclusion of solids removal.

Perry Street Parking Garage - Based on the December 2020 inspection, a vacuum truck was used to remove all accumulated liquids and solids. Apex also used a pressure washer to clean the interior of the unit. A total of 1,285 gallons of recovered materials from the Lavery Hall, Football Locker Room, and Perry Street parking garage units was transported off site for proper disposal.

Project timeline: 2020 to present

RFP IV.B.5

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

Apex has not been subject of OSHA inspections by any state or federal agency.

RFP IV.B.6

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

Apex has not had any clients chose not to renew our contracts.

RFP V.B.3

A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

Apex recognizes that our overwhelming strength is in our people. Apex recognizes that its goal of providing a top quality product on time and within budget is achievable requiring the right talent, dedication, and knowledge of federal, state, and local requirements and practices. Apex's success is attributed to a staff of highly qualified and committed professionals and support personnel. Staff disciplines include environmental and civil engineering, planning, industrial hygiene, hazardous material identification and monitoring, environmental sciences, geology and hydrogeology, natural and physical sciences, and historic and archeological investigations. These scientists are all degreed professionals, many with master degrees, or professional certifications. Furthermore, Apex provides career development programs for its staff and encourages participation in professional societies, associations, and activities. Apex requires that its staff stay abreast of current practices, regulations, and techniques to allow delivery of state-of-the-art services of the highest caliber.

Resumes of our proposed management team for this contract are presented in the next section.

Philip Atkins, RLD

SENIOR PROJECT MANAGER



Mr. Atkins has over 30 years of experience in the environmental consulting industry, including extensive experience in stormwater Best Management Practices (BMP) management/assessment, designing and performing hydrogeologic site assessments including monitoring well installations, direct push evaluation, split-spoon sampling, geophysical surveys and groundwater monitoring and sampling and stormwater compliance and maintenance. Philip has been managing the Virginia Department of Transportation (VDOT) contract for the Northern Virginia (NOVA) District for 15 years. The scope of services for this contract include stormwater basin assessment and management services, including the inspection, database management, maintenance and repairs for all VDOT-owned BMPs in four counties.

A seasoned contract and project manager, he has led and managed teams and inspectors who assess, inspect, repair, and maintain client (often municipal) owned and operated stormwater facilities; support erosion and sediment controls; maintain compliance with regulatory expectations; and much more. Various stormwater projects consist of maintenance of underground (StormFilters, sandfilters, Downstream Defenders, Vortech, Baysaver, Filterra, etc.) and aboveground (detention, retention ponds, bioretention basins, etc.) stormwater facilities. These facilities require regular maintenance to ensure proper function and compliance with local and federal regulations. His responsibilities include correcting deficiencies indicated by periodic municipal inspections and providing clients with maintenance cost and schedule to keep facilities in compliance and avoid potential future violations.

Project Experience

Turnkey Stormwater Management and Maintenance • VDOT • Northern VA Project Manager

Coordinates turnkey assessment, inspection, repair and maintenance services for over 400 VDOT-owned or -operated stormwater basins and underground BMP structures including Fairfax, Arlington, Loudoun and Prince William Counties. Services include the preparation of reports to satisfy all minimum regulatory requirements for SWBs as well as maintenance and repairs to achieve the desired outcome. The contract includes the following five phases: stormwater facility Initial assessment, annual stormwater basin and BMP regulatory Inspections, routine maintenance, minor repair and major repair, retrofit or restoration. Assessments include field inspections, photographic documentation and collection of GPS data for each basin/BMP which is organized and updated in an Access database.

Stormwater BMP Maintenance • Arlington County Public (APS) Schools • Arlington, VA Project Manager

Negotiated contract and coordinated inspection and maintenance on above ground and underground BMPs located at APS properties including bioretention facilities, Stormceptors, StormFilters, Downstream Defender units and various underground detention facilities. All work was conducted during school hours under direct supervision of APS maintenance staff without any disruption to school activities. Completion reports with photographic documentation were submitted to the APS for submittal to comply with local regulations and MS4 permit. Apex constructed bioretention planter boxes at several school properties to serve as additional BMPs. The bioretention planter boxes were to provide additional stormwater treatment to account for impervious surface added to schools where temporary trailers were installed. Apex notified APS of deficiencies observed during maintenance and subsequently provided cost estimates that were approved, and the work completed.

Stormwater Facility Assessment and Reporting • Various Commercial Clients • Nationwide Project Manager

Coordinates and manages the assessments of properties throughout the nation for stormwater facility inventory and condition. Performs oversight of the preparation of summary reports including assessment forms, maps and tables summarizing inventory, condition and maintenance requirements including local and regional regulatory regulations. Provides client with costs to provide maintenance and repairs for compliance with local regulations.

Philip Atkins, RLD

SENIOR PROJECT MANAGER



Stormwater and Flood Proofing Improvements Annual Contract • Fairfax County, VA Project Manager

Responsibilities included preparing cost estimates and management of various flood proofing projects located in Fairfax County, Virginia. Projects consist of installation of bioretention facilities, repairs to stormwater detention basins, regrading swales and installing new or retrofitting existing stormwater structures to improve drainage and stormwater quality in Fairfax County residential communities. Management includes cost estimating, coordination of field crews, material suppliers, client correspondence and invoicing using Fairfax County contracted unit rates.

Underground and Aboveground Maintenance and Repairs of Stormwater Facilities • Various Municipal and Private Sector Clients/Property Owners • VA and MD

Responsible for preparing scopes of work, cost estimating and management of various projects consisting of the maintenance of underground (Stormfilters, sandfilters, Downstream Defenders, Vortech, Baysaver, Filterra, etc.) and aboveground (detention, retention ponds, bioretention basins, etc.) stormwater facilities. These facilities require regular maintenance to ensure proper function and compliance with local and federal regulations. Provide services to correct deficiencies indicated by periodic municipal inspections. Provide clients with maintenance cost and schedule to keep facilities in compliance to avoid potential future violations.

Site Characterization and Corrective Action Implementation for Pipeline Release • Colonial Pipeline Company • Nokesville, VA Project Manager

Managed field effort and prepared Site Characterization Report (SCR) and Corrective Action Plan (CAP) in response to a release from a 32-inch high pressure petroleum pipeline. Initial emergency response included test pit excavation, surface water and domestic well sampling in the vicinity of the release. Twelve monitor wells and over thirty additional test pits were installed to characterize the extent of impact and to assess the risk to human health and the environment. Submitted applications and obtained permits from VDOT (Land use permit) and DNR (Erosion and sediment control permit).

Education

- BA, Environmental Studies, State University of New York at Buffalo (1987)

Professional Registrations/Certification/Training

- Certified Stormwater Inspector No. SWIN0730
- DEQ Certified Responsible Land Disturber, RLD No. 16034
- VDEQ Stormwater Management Inspector
- 40-Hour OSHA HAZWOPER Safety Training
- 8-Hour OSHA HAZWOPER Safety Training Refresher
- 8-Hour OSHA Supervisors Safety Training
- Advanced First Aid and CPR

Andrea Owen Heller, CHMM

QA/QC MANAGER AND STORMWATER SERVICES TASK MANAGER

Ms. Heller brings 17 years of experience in Environmental Project Management as well as extensive knowledge in environmental sampling, MS4 sampling requirements and permits, industrial hygiene (IH), environmental site assessments (ESAs) and remedial applications at industrial, commercial, and residential sites. Andrea has managed the District of Columbia's MS4 Storm Water Sampling and Analysis contract for the past 12 years. She also has managed over 250 Phase I and Phase II ESAs for an assortment of commercial/industrial properties involving various confidential financial institutions. Properties included warehouses, commercial offices, residential buildings, industrial facilities, abandoned farms, and undeveloped tracts. These studies have involved the identification of potential recognized environmental conditions related to petroleum or chemical spills or releases, hazardous substances, underground storage tanks (USTs), asbestos, mold, lead-based paint (LBP), and similar environmental concerns. She has also performed site characterization studies for several sites in order to evaluate environmentally impacted soils for disposal upon excavation based on current waste management regulations and industry-standard construction excavation practices.

Project Experience

NPDES MS4 Stormwater Services • Washington, DC

Project Manager

Conducted collection and analysis in accordance with the stormwater monitoring and analysis practices recommended by the Environmental Protection Agency (EPA) in three DC watersheds. Work Includes: Flow assessment, wet and dry event sample acquisition, field chemistry sample analyses, laboratory sample analyses, and report preparation to the DC Department of the Environment for compliance with US EPA NPDES permitting regulations.

Stormwater Services • DC Department of Public Works • Washington, DC

Project Manager

Performed tri-annual sampling and reporting and quarterly visual inspections according to their NPDES permit.

MS4 Stormwater Services • Stafford County Public Schools • Stafford, VA

Project Manager

Prepared annual reports, BMP and GIS mapping, EPA audit support, MS4 program plan, Chesapeake Bay TMDL Action Plan, Basin and BMP annual inspections, and MS4 employee training.

Industrial Hygiene (IH) Services • Prince William County Public Schools • Prince William, VA

Project Manager

Conducted oversight and scheduling of the project. Provided third-party monitoring of various asbestos and lead-based paint (LBP) abatement projects at various school facilities.

IH Services • Stafford County Public Schools • Prince William, VA

Project Manager

Responsible for oversight and scheduling of the project. Provided third-party monitoring of various asbestos and LBP abatement projects at various school facilities.

Phase I ESAs • Prince William County Public Schools • Prince William, VA

Project Manager

Managed oversight and scheduling of the project. Completed Phase I ESAs at a number of different new build school facilities for LEED accreditation.

MS4 Stormwater Services • Prince William County Public Schools • Prince William, VA

Project Manager

Prepared annual reports, BMP and GIS mapping, EPA audit support, MS4 program plan, Chesapeake Bay TMDL action plan, and Basin and BMP annual inspections.

Andrea Owen Heller, CHMM

QA/QC MANAGER AND STORMWATER SERVICES TASK MANAGER

MS4 Stormwater Services • Virginia Western Community College • Roanoke, VA Project Manager

Prepared annual reports and conducted MS4 sampling, MS4 program plan, and MS4 employee training.

VPDES Permit Renewal • Colonial Pipeline • Mitchell Junction, VA Project Manager

Work Includes: information gathering and coordination which includes gathering data necessary as part of VPDES required forms, Application Form 1-General Information, Application form 2C, and Form 2 and includes creation of several site maps, narratives, discharge information, water pollution controls, hazardous materials/wastes, and other site-specific details. A required sampling event of all outfalls for biochemical oxygen demand (BOD), chemical oxygen demand (COD), total organic carbon (TOC), total suspended solids (TSS), ammonia (as nitrogen), oil and grease, total nitrogen, and total phosphorous is also part of the required tasks.

Spill Prevention, Control, and Countermeasure (SPCC) Plans • Virginia Department of Corrections • VA Project Manager

Responsible for oversight and scheduling of staff, budgets, SPCC reviews and contracting. Work includes developing SPCC Plans for all VA Department of Correction facilities across the state in a visual poster board format, site reconnaissance and AutoCAD.

Integrated Contingency Plan • United Airlines, Dulles International Airport • VA Project Manager

Apex was tasked with updating United's Integrated Contingency Plan at Dulles International Airport (IAD). Prepared an Integrated Contingency Plan (ICP) for the North and South United facilities that incorporate several regulatory programs (SPCC, RCRA, CERCLA, and SWPPP).

Daily Onsite Operations & Maintenance • United Airlines, Dulles International Airport • VA Project Manager

Supported United Airlines at Dulles International Airport two days per week in a variety of environmental tasks. Tasks include lab pack disposal, spill cart repairs and restocking, can and bulb crushing, etc.

Education

- MAS, Environmental Policy and Management, University of Denver, CO (2011)
- BS, Integrated Science and Technology, James Madison University, VA (2004)

Professional Registrations/Certification/Training

- VA DEQ Stormwater Inspector
- VA DEQ Stormwater Combined Administrator No. SWCA0183
- Certified Hazardous Materials Manager (CHMM) No. 18329
- VA DEQ Responsible Land Disturber (RLD) No. RLD04427
- 40-Hour OSHA HAZWOPER Safety Training
- 8-Hour OSHA HAZWOPER Safety Training Refresher
- Confined Space Trained
- 8-Hour HAZWOPER Supervisor Training

Scott A. Johnson, PE

STORMWATER SERVICES TASK MANAGER



Mr. Johnson has over 30 years of experience in civil/environmental engineering, stormwater management, wet utility management, construction management, groundwater remediation, underground storage tank (UST) design/installation, Phase I and II environmental site assessments (ESAs), site characterization reports, corrective action plans, quarterly monitoring, discharge monitoring and site closures. His experience includes project management of over 900 commercial, residential, and industrial construction projects. He has served in various roles on stormwater management facility inspections, maintenance, and reporting, including contract manager for the following clients: Fairfax County, Prince William County Schools, City of Fairfax, Walmart.

Project Experience

Stormwater Program Management • Loudoun County Underground Stormwater Maintenance • Loudoun Co., VA Project Manager

Managed structural maintenance of underground detention facilities. Services included OSHA confined space entry, removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, inspection/replacement of StormFilters, repair of damaged structures, erosion repairs and vegetation removal.

Stormwater Maintenance • Fairfax County LID • Fairfax County, VA Contract Manager/Project Manager

Managed routine maintenance service on approximately 200 low impact development (LID) facilities including bioretention ponds, vegetated swales, green roofs, treebox filters, infiltration trenches and previous pavement. Managed non-routine maintenance of LID facilities including complete restoration of bioretention ponds, treebox filter and previous pavement. Also managed non-routine maintenance of stormwater BMP facilities. Services included the fabrication and installation of trash racks and BMP plates as well as installation of concrete aprons and wing walls, regrading of pond basins and stabilization of disturbed areas. Managed structural maintenance of underground detention facilities. Services included OSHA confined space entry, removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, repair of damaged structures, erosion repairs and vegetation removal.

Stormwater Management • City of Fairfax Department of Public Works • Fairfax, VA Contract Manager/Project Manager

Prepared cost estimates for various types of stormwater management/repair projects for the City of Fairfax Department of Public Works in Fairfax, Virginia. Managed the repair of failed stormwater structures which included procurement of right-of-way/easement permits, traffic controls, coordination of inspectors, subcontractors, and scheduling of field crews and equipment. Managed closed circuit televised (CCTV) surveys of storm sewer lines and structures. Prepared completion reports evaluating the current condition of the system and recommended repair options.

Stormwater Management • Fairfax County Construction Management Department • VA Contract Manager/Project Manager

Prepared cost estimates for various types of stormwater management projects for Fairfax County, Virginia. Provided project management for stream stabilization/restoration including the installation gabion baskets, rock vanes, rock weirs, step pools, rip-rap, tree buttresses and coir logs. Also managed projects using the latest bio-engineered technologies including the installation of Filterra units, Filtrexx Sox systems and geo-grid living walls. Managed the installation of flood proofing walls and diversion swales for residential homes.

Stormwater O&M • Fort Belvoir Residential Communities • Fort Belvoir, VA Wet Utilities and Stormwater Manager

Managed the operation and maintenance (O&M) of the sanitary sewer and domestic water supply systems for ten private residential communities located on the Fort Belvoir Residential Communities base. O&M activities included the

Scott A. Johnson, PE

STORMWATER SERVICES TASK MANAGER



inspection of all sanitary sewer clean-outs, manholes and associated lines as well as the O&M of a sanitary lift station. Inspections of all domestic water isolation valves, water taps, and fire hydrants was also preformed to ensure they were functioning properly. Cost proposals were submitted, and repairs made to deficiencies noted during inspections. Stormwater BMPs were inspected and maintenance provided as needed. Underground stormwater detention cleaning and storm filter replacement was performed.

Stormwater Maintenance • Walmart • Various States

Regional Stormwater Manager

Managed stormwater maintenance program for a national stormwater account. Program consists of maintaining the stormwater systems for over 250 facilities located in Virginia, Maryland, Delaware, West Virginia and Pennsylvania. Responsible for providing regular maintenance and inspection of the stormwater systems to ensure they are functioning properly and are in compliance with all regulatory requirements. Stormwater systems include retention/detention ponds, bio-retention filters, sand filters, catch basins, swales, underdrain filter systems, subsurface engineered systems and any other system designed as a BMP for controlling and removing pollutants from stormwater runoff. Regular maintenance activities include the mowing of ponds, brush and tree removal, slope stabilization, vegetation of denuded areas, vault, inlet and pipe cleaning, erosion control, etc. The stormwater program also includes repair and rehabilitation of stormwater systems as required.

Stormwater Runoff System Design/Installation • Quarles Petroleum Design and Construction Management/Field Engineering

Designed a system to remove surface stormwater runoff using storm lines, drop inlets, curb and gutter systems, and rip-rap channels for major petroleum company. Developed an erosion and sediment control plan to be implemented during construction. Other responsibilities included bid process administration, change order review, scheduling and site supervision.

Education

- BS, Civil Engineering, University of South Carolina (1988)

Professional Registrations/Certification/Training

- Professional Engineer Virginia No. 0402028963
- Erosion and Sediment Control Combined Administrator No. 6149
- National Green Infrastructure Certification Program
- 40-Hour OSHA HAZWOPER Safety Training
- OSHA Confined Space Training
- OSHA 10-hr Construction Training
- Waste Geotechnics – Applying the Earth Sciences to Solve Waste Disposal Problems (Certificate)
- DNAPL Site Diagnosis and Remediation

Gavin A. Kitchens, PG, CHMM

HEALTH & SAFETY MANAGER AND ENVIRONMENTAL SERVICES TASK MANAGER

Mr. Kitchens is a Senior Geologist with over 18 years of experience in the earth sciences field and related disciplines. This experience encompasses geo-environmental investigation and remediation; civil, geotechnical, and structural engineering applications; hazardous materials management; environmental and safety compliance; earthwork; and construction management and quality control. His primary role has been the planning and implementation of subsurface environmental investigations and remediation projects under various statutory or legal structures (e.g., CERCLA, TSCA, underground storage tank [UST], voluntary cleanup programs, due diligence). This experience includes the implementation of hydrogeological investigations, Phase I/II Environmental Site Assessments (ESAs), UST closure, contaminated soil excavation, hazardous materials surveys, and remedial investigations.

Project Experience

Groundwater Exploration Matrix Development • Fauquier County Water and Sanitation Authority, New Baltimore Service District • Fauquier County, VA

Project Geologist

Responsible for review of documents and data spanning an approximate 25-year period to develop a matrix of production wells, test wells, and proposed production wells as part of a team with Retaw Engineering and LaBella Associates, to develop a cost and feasibility model to assist the client with prioritizing efforts to develop additional groundwater resources and supplies within this district.

Long-Term Groundwater Monitoring • Colonial Pipeline Mitchell Junction Facility • Columbia, VA

Project Manager

Responsible for implementing semi-annual groundwater sampling and data evaluation for a petroleum storage facility. The project involves the long-term monitoring of 17 monitoring wells situated throughout the facility for the purposes of leak detection and to monitor long-term concentrations of petroleum constituents associated with historical releases.

Waste Water Monitoring • Inova Alexandria Hospital • Alexandria, VA

Project Manager

Responsible for managing field implementation and data evaluation. The project included installation and maintenance of continuous pH monitoring systems at two sanitary outfalls and periodic collection of grab and composite samples of sanitary effluent to verify compliance with treatment plant requirements for organic and inorganic parameters. Implemented monthly sampling to verify ongoing compliance in addition to semi-annual sampling.

Great Falls Center Septic Evaluation • Property Manager • Great Falls, VA

Project Manager

Responsible for managing field personnel and evaluating data. The project was implemented to evaluate the presence of mercury and other metals in a large septic system at a shopping center with over 50 tenants of multiple commercial types. The project included sampling and analysis using multiple methods and evaluation of the fate and transport of mercury in the system.

Tier II Characterization and Long-Term Monitoring • Active Gas Station Facility • Wilmington, DA

Professional Geologist

Consulting with the project team and providing oversight for a Tier II Characterization of petroleum-impacted groundwater and soil associated with a leaking UST. The work involved drilling and monitoring well construction, groundwater sampling, and an evaluation of prior findings. All work was completed under the Delaware Risk-Based Corrective Action Program, under which the case achieved closure in late 2019.

Gavin A. Kitchens, PG, CHMM

HEALTH & SAFETY MANAGER AND ENVIRONMENTAL SERVICES TASK MANAGER

Phase I ESAs, Subsurface Investigations, and Hazardous Material Surveys • Multiple Proposed Data Center Properties, JCL Consulting • VA

Project Manager and Project Geologist

Responsible for due diligence evaluations for properties throughout Fairfax, Prince William, and Loudoun Counties, Virginia that were considered for acquisition for construction or expansion of data centers. Types of properties included undeveloped, commercial, office building, and a shooting range.

Site Characterization, Emergency Response, Interim Remediation, and Corrective Action • Colonial Pipeline • Centreville, VA

Project Geologist

Responsible for the subsurface characterization of a pipeline release, including the installation of extraction wells, groundwater monitoring wells, vapor extraction points, and multi-media sampling efforts. The investigation encompassed a large urban area and was conducted with rapid turnaround involving multiple stakeholders. Participated in the preparation of a Site Characterization Report, Corrective Action Plan, and Quarterly Monitoring Reports. Later assumed the role of Project Manager. The corrective action and long-term monitoring are ongoing.

Spill Prevention Control and Countermeasures (SPCC) Plan Updates • Washington Suburban Sanitary Commission (WSSC) • Montgomery and PG Counties, MD

Staff Engineer

Responsible for field reconnaissance and plan development for the update of 17 SPCC Plans at facilities located throughout the metropolitan DC area of Maryland. Project involved consulting the WSSC representatives on required changes to spill prevention procedures and devices, field reconnaissance to verify project status and needs, and technical composition the plans.

Education

- MS, Environmental Management, University of Maryland – University College, Adelphi, MD (2011)
- BS, Geological Sciences, Wright State University, Dayton, OH (2000)

Professional Registrations/Certification/Training

- Professional Geologist – New Hampshire No. 00771, Virginia No. 2801002137, Delaware No. S4-0001352
- Certified Hazardous Materials Manager (CHMM) No. 19986
- Asbestos Inspection / Management Planner - MD, VA
- 38-Hour Wetland Delineation and Management (2005)
- HAZWOPER Site Worker / Site Worker Supervisor
- Datanet Engineering UST Removal training - MD
- Lead Paint Risk Assessor - DC
- NITON Analyzer radiation safety training
- Maryland Erosion & Sediment Control Training
- Confined Space Training
- 10-Hour OSHA Construction Safety
- USACE Construction Quality Management for Contractors
- 30-Hour OSHA Construction Safety

Christopher L. Cheatham, PE

STORMWATER SERVICES TASK MANAGER

Mr. Cheatham has more than 26 years of experience in environmental compliance, investigation, and stormwater facility inspection and maintenance. Chris directs projects related to petroleum and chemical storage, spill prevention, release response, stormwater management, and environmental compliance and auditing. He designs and installs remediation systems to mitigate chemical contamination of soil and groundwater. He designs and directs storage tank systems closures, upgrades, and installations. Mr. Cheatham designs and implements controls related to stormwater management and inspects and directs the maintenance of stormwater BMPs. Mr. Cheatham prepares plans and technical documents for federal, state, and local regulatory compliance, pollution prevention plans for petroleum bulk storage, manufacturing, and process facilities. He conducts environmental compliance assessments of commercial, industrial, and rural properties for corporate and government clients. He has developed an excellent working relationship with state regulatory officials, particularly with the Commonwealth of Virginia Department of Environmental Quality (DEQ).

Project Experience

Stormwater Inspection and Repair Services • VA and NC Project Manager

Manage a team of project managers and staff who have perform the inspection, assessment, and repair of stormwater management units at sites throughout Virginia and North Carolina on behalf of residential and commercial owners. Stormwater management units include, but not limited to retention and detention basins, vegetative swales, low-flow concrete channels, forebays, catch basins, Filterra units, Stormfilter systems, Stormceptor units, biofilters, and bioretention systems.

SPCC, SWPPPs • Petroleum Distributors • VA

Developed more than 100 Oil Discharge Contingency Plans (ODCP); Spill, Prevention, Control, and Countermeasures (SPCC) Plan; Storm Water Pollution Prevention Plans (SWPPP) for multiple facilities operated by petroleum jobbers, manufacturing facilities, car dealerships, wholesale food distributor, and other commercial facilities.

Voluntary Remediation Program Investigations and Corrective Measures • Virginia DEQ • VA

Performed DEQ VRP site characterization investigations and designed and implemented corrective action at multiple sites throughout Virginia. The sites consisted of both active developed and abandoned properties, including an active dry cleaner facility, a former train refueling station proposed for residential use, several shopping centers with petroleum and solvent releases, properties impacted from adjacent land activities, and agricultural property formerly used for industrial waste disposal. Conducted human health risk assessments in accordance with DEQ VRP protocol and, where necessary, designed remedies to reduce risk to acceptable levels for proposed or existing land use. Corrective measures have included dual-phase extraction, sub-slab depressurization, soil vapor extraction, chemical oxidation, in situ groundwater treatment, and excavation. Secured Certificates of Satisfactory Remediation for property owners.

Remediation • Convenience Store Sites • VA and NC Project Manager

Manage a team of project managers and staff who have performed the assessment and cleanup at more than 200 sites throughout Virginia and North Carolina on behalf of petroleum jobbers and convenience store owners. Develop and implement corrective action to remediate soil and groundwater at active and inactive sites. Turnkey design and installation of the fixed and mobile remediation systems including dual-phase extraction, soil vapor extraction, in-situ bioremediation, pump and treat, chemical oxidation, and source removal through excavation.

UST Removal/Replacement Programs • U.S. Postal Service (USPS) Richmond District • VA Project Manager

Manages task order contract from the USPS's Facilities Service Office to perform various projects related to storage tank

Christopher L. Cheatham, PE

STORMWATER SERVICES TASK MANAGER



systems located at USPS facilities throughout the Richmond District. During the two-year contract period, Apex performed approximately 24 tasks, including evaluation and upgrade of petroleum storage tanks to meet federal and Virginia performance standards, removal, and replacement of underground storage tanks (USTs) systems, installation of aboveground storage tanks (ASTs), installation of Stage I and Stage II vapor recovery systems, and training of USPS personnel concerning equipment operations and maintenance.

Petroleum Storage Tank Program State-lead Program Manager • Virginia DEQ • VA

Managed team of project managers and staff who implement tasks under DEQ's state-lead contract for assessment and remediation of petroleum-impacted sites. Apex has been awarded and successfully completed more than 500 tasks on behalf of DEQ at a variety of affected properties. Tasks have included emergency response and spill cleanup, initial abatement measures, site characterization, and corrective action. Apex has used mobile dual-phase remediation systems extensively under this contract, and we have demonstrated that we can cost-effectively recover petroleum compounds from soil and groundwater using the system.

Site Characterization and Environmental Assessment • VA and MD

Performs compliance audits, which include chemical storage, spill plans, SARA Title III reporting, stormwater management, and potable water supply. Performed environmental compliance activities related to the divestiture of multiple industrial facilities in Virginia and Maryland, including potable water supply permitting, SPCC development, chemical storage tank compliance, stormwater discharge permitting and stormwater pollution prevention plan development, and process air emissions compliance assessment. Developed an in situ closure plan for an unpermitted solid waste management facility in West Point, Virginia, and implemented the plan in accordance with DEQ directives. Participated in the development of a Form 2F individual permit application for stormwater discharge associated with a major chemical manufacturer in Richmond, Virginia. Field Team Leader responsible for the collection of groundwater, surface water, soil boring, and surface soil samples associated with a variety of environmental investigations in Virginia.

Education

- BS, Civil Engineering/Environmental Option, Virginia Polytechnic Institute and State University (1995)

Professional Registrations/Certification/Training

- Virginia Professional Engineer No. 029729
- VA DEQ Inspector for Stormwater Management
- Contech Certified Maintenance Provider
- 40-Hour OSHA HAZWOPER Safety Training and Supervisory Training
- Certified Fertilizer Applicator – Commonwealth of Virginia CF-12811-22944

Robert S. Wagner

ENVIRONMENTAL SERVICES TASK MANAGER

Mr. Wagner has over 15 years of experience in Environmental Project Management as well as extensive knowledge in environmental sampling, NPDES sampling requirements and permits, environmental site assessments (ESAs) and remedial applications at industrial, commercial, and residential sites. Mr. Wagner has managed the Commonwealth of Virginia Department of Environmental Quality (DEQ) State lead contract for western Virginia for the past 19 years. Mr. Wagner also has managed over 1,000 underground storage tank/above ground storage tank (UST/AST) Phase II ESAs for an assortment of commercial/industrial/residential properties. Properties included abandoned and active retail fueling stations, warehouses, commercial offices, residential buildings, industrial facilities, and undeveloped tracts. These studies have involved the identification of potential recognized environmental conditions related to petroleum or chemical spills or releases, hazardous substances, USTs, and similar environmental concerns. Mr. Wagner has also performed stormwater assessments/inspections/sampling at numerous sites throughout Virginia and North Carolina in accordance with state and federal industrial discharge requirements. He also has extensive experience in construction management, including the installation and/or repair of stormwater BMPs, such as bioretention basins, rain gardens, stormwater basins, inlet/outlet structures, and manufactured and non-manufactured BMPs. He also performs due diligence, site investigation, corrective action, stormwater services, and stream mitigation. He develops and directs projects comprising ESA, site characterization, corrective action, stormwater management, pollution prevention, and solid and hazardous waste management.

Project Experience

MS4 Permit Assistance and Stormwater Inspection/Maintenance • Virginia Tech • Blacksburg, VA Program Manager

Plan review, cost preparation, MS4 permit assistance for all stormwater BMPs on VT campus. Includes annual inspections of BMPs, maintenance of BMPs and special projects. Experience with numerous types of stormwater quality manufactured and non-manufactured devices. Excavation of failed BMPs and construction/repairs of bioretention basins.

Stormwater Management and Emergency Response • Walmart • Nationwide Project Manager

Managed stormwater repairs and inspections in Virginia, to include basic maintenance of stormwater ponds, confined space entry for inspections and repairs, and emergency repairs of failed BMPs. Also assisted with management of emergency response activities for Walmart country-wide during potable water emergencies. Coordinated potable water deliveries, connections, and testing to stores impacted by natural disasters in Virginia, North Carolina, Illinois, West Virginia, Texas, Florida, and Louisiana.

RCRA Facility Investigation, Spill Prevention Control and Countermeasures (SPCC), and Stormwater Pollution Prevention Plan (SWPPP) • Steel Dynamics (formerly Roanoke Electric Steel) • Roanoke, VA

Performed consulting services for Roanoke Electric Steel at its main mill in Roanoke, Virginia and the Shredded Products facilities in Montvale, Virginia and Rocky Mount, Virginia. Assisted in the development and implementation of a RCRA Facility Work Plan for the steel mill and the construction and submission of a RCRA Facility Investigation Report. Other responsibilities included updating and submitting the SPCC and SWPPP for the mill and the Shredded Products facilities to assist the facilities in more efficient spill response coordination. A facility map is centralized in the plans to assist responders and employees in the event that a spill occurs. Each plan consists of components of 40 CFR 112 to help guide facility employees through proper SPCC according to the existing plans. Manage the mills VPDES industrial permit which includes sampling, permit renewals, annual updates, and BMP inspection/maintenance.

Robert S. Wagner

ENVIRONMENTAL SERVICES TASK MANAGER



Site Characterization and Environmental Investigations • Virginia Department of Environmental Quality (DEQ), Various Sites • VA

Project Manager

Perform and manage site characterization and environmental investigations. Conduct field activities including site reconnaissance, receptor survey, exploratory soil boring installation, monitoring well installation, aquifer testing, groundwater monitoring, and fate and transport modeling. Managed numerous underground storage tank (UST) excavations and clean-up activities at various sites statewide. Conduct/oversee the installation and operation of soil and groundwater remediation projects involving a variety of remedial technologies. Perform episodic dual-phase recovery of gasoline at various sites in Virginia, using Apex's mobile recovery and treatment systems. Episodic mobile events ranged from 48-hours to four weeks in duration. Activities include routine operation and maintenance (O&M), system troubleshooting, overseeing repairs and upgrades, monitoring system efficiency, performing mass removal calculations, overseeing groundwater monitoring, and report preparation.

Environmental Remediation and Asbestos Abatement • Former Salem Tannery and West Salem Plaza • Salem, VA

Project Manager

Performed a Phase I Environmental Site Assessment (ESA) at the former tannery including site inspections, inquiries to regulatory agencies, review of environmental databases, assessment of nearby properties of potential concern, and report preparation with recommendations in accordance with ASTM standards. Performed Phase II ESA investigations at the property, which included the collection of discrete sediment and water samples from several exposed vaults to evaluate disposal options for the materials. Oversaw remediation activities at the site during redevelopment, including removal and disposal of the vault contents and impacted soil, and on-site treatment of water contained within the vaults. Responsibilities also included coordination between contractors and client personal, and on-site point of contact regarding all environmental inquiries throughout all remediation processes. Completed and monitored the abatement of asbestos-containing materials and universal waste previously identified at the former Salem Tannery and the West Salem Plaza Shopping Center. Approximately 150,000 square feet of floor tile and roofing material were removed in accordance with local, state, and federal regulations.

Environmental Services • Pilot Flying J and Loves Travel Stops • VA and NC

Program Manager

Oversight and scheduling of projects for Pilot Travel Centers LLC in the mid-Atlantic Region. Perform/manage site characterization, and environmental investigations, as well as, emergency response. Manage NPDES permitting in several states. Managed numerous underground storage tank (UST) excavations and cleanup activities at various sites statewide. Conduct/oversee the installation and operation of soil and groundwater remediation projects involving a variety of remedial technologies. Manage public water supplies and oil water separator maintenance for client in the Mid-Atlantic region.

Education

- BA, Geology, George Mason University (1998)
- BA, Geography, George Mason University (1999)

Professional Registrations/Certification/Training

- WV Licensed Remediation Specialist
- Confined Space Trained
- 40-Hour OSHA HAZWOPER Safety Training and 8-Hour OSHA HAZWOPER Safety Training Refresher
- 8-Hour HAZWOPER Supervisor Training

RFP V.B.4

[Offeror Data Sheet, included as Attachment A to this RFP.](#)

The completed Offeror Data Sheet, Attachment A, is presented on the following page.

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 31 Months 2

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 #
Virginia Department of Transportation	16 yrs	4975 Alliance Drive Fairfax, VA 22030	Ashley Peoples (703) 259-2225
Prince William County Schools	13 yrs	P.O. Box 389 Manassas, VA 20108	Julius Williams (703) 791-8352
George Mason Univ.	3 yrs	4400 University Dr Fairfax, VA 22030	Erich Miller (703) 993-9698
Virginia Tech	5 yrs	230 Sterrett Drive Blacksburg, VA 24061	Chuck Dietz, PE (540) 231-1788
Fairfax County	8 yrs	12000 Government Center Pkwy Fairfax, VA 22035	Karlee Copeland (703) 877-2859

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

Apex Companies, LLC, 9700 Capital Court, Ste 100, Manassas, VA 20110

With Support from:

Apex Companies, LLC, 7724 Garland Circle, Hollins, VA 24019

Apex Companies, LLC, 203 Wylderose Court, Midlothian, VA 23113

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

[] YES [x] NO

IF YES, EXPLAIN: _____

RFP V.B.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.

The completed Small Business Subcontracting Plan, Attachment B, is presented on the following pages.

ATTACHMENT B

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

Offeror Name: Apex Companies, LLC Preparer Name: Andrea Owen Heller

Date: 5/20/21

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: Stormwater Structures Maintenance RFP# THW-1113

Date Form Completed: May 21, 2021

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

Offeror / Proposer:

Apex Companies, LLC

9700 Capital Court, Manassas, VA 20110

Andrea Owen Heller/703-675-7055

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)
MPS Utilities 5512 Oakwood Road, Alexandria, VA 22310	Paula St. Onge 703-313-6771	666796	Vactor truck services		
Five Star Septic 45910 Transamerica Plaza Suite 103, Sterling, VA 20166	Patricia Goins 571-839-7884	836501	Septic/vactor services		
Broad Run Contracting 22565 Beaverdam Road, Ashburn, VA 20148	Blair Hansen 703-433-2000	680885	General Construction/labor		
Lyttle Services Company PO Box 27272 Richmond, VA 23224	Sandra Lyttle 804-232-6774	715053	Vactor/septic services		

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

RETURN OF THIS PAGE IS REQUIRED



RFP V.B.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.

Apex has performed work at the following VASCUPP Member Institutions within the last twelve (12) months:

James Madison University August 2020 BMP Maintenance \$31,563.69	George Mason University September 2020 Permeable Pavement Installation \$15,840.00
University of Virginia January 2021 to February 2021 Permeable Pavement Maintenance \$12,741.98	George Mason University October 2020 Lake Aquatic Weed Control \$1,250.00
Virginia Tech November 2020 to June 2021 Inspection/Maintenance of Manufactured BMPs \$37,906.79	George Mason University November 2020 to January 2021 UST Tank Upgrades \$189,752.15
George Mason University May 2020 BMP Inspection- Jellyfish Filter \$1,152.60	George Mason University December 2020- February 2021 Air Permit Exception & Annual Permit Update \$4,995.00
George Mason University February 2021- April 2021 BMP Inspection/Maintenance & Pond Treatment \$36,618.43	

RFP V.B.7

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

Apex is pleased to present our rates as outlined in the RFP below.

	Normal Working Hours	Emergency Hours
Services		
Principal	\$190 per hour	
Certified Safety Professional/Sr. Project Manager	\$175 per hour	
Environmental Engineer/Professional Geologist	\$190 per hour	
Project Manager	\$160 per hour	
Equipment Manager	\$80 per hour	
Responsible Land Disturber	\$120 per hour	
Staff Geologist	\$80 per hour	
Environmental Scientist	\$75 per hour	
Draftsperson/ CADD Operator	\$80 per hour	
Field Technician	\$70 per hour	
Administrative/Documents Manager	\$60 per hour	
Supervisor	\$125 per hour	
Laborer	\$70 per hour	
Vacuum Truck and operator services	\$225 per hour	Daily Mobilization Fee: \$200
Confined Space Entry cost per crew (4 crew members)	\$190 per hour	Daily Mobilization Fee:\$100
Liquids Hauling Charge	\$0.60 per gallon	
Solids Hauling Charge	\$1.90 per gallon	
Pressure Wash Fee	\$100 per event	
Equipment		
Trackhoe	\$1,300 per day	
Mini Excavator	\$750 per day	
Backhoe	\$450 per day	
Skid Steer	\$400 per day	
Single-axle dump	\$600 per day	
Tandem Axle Dump Truck	\$750 per day	
Service truck (4 hour minimum)	\$180 per day	
CCTV Equipment with Trailer	\$2,500 per day	
Dewatering Pump {6"} and Hoses	\$480 per day	
Chipper	\$550 per day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	\$100 per ton	
Class I Rip Rap	\$80 per ton	
Clearing and Grubbing Crew cost per crew (4 crew members)	\$300 per hour	Daily Mobilization Fee: \$200
Erosion Control Mat with Staples	\$120 per roll	
Soil and water analysis {standard turnaround}		
-characterization	\$900 ea	
-Total petroleum hydrocarbon (TPH)	\$175 ea	
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)	\$100 ea	

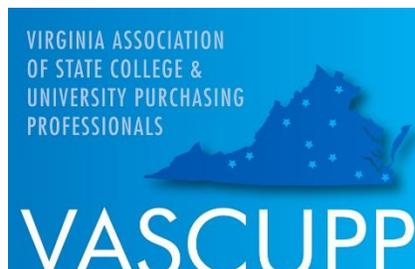


Request for Proposal

RFP# THW-1113

Stormwater Structures Maintenance

April 27, 2021



REQUEST FOR PROPOSAL

RFP# THW-1113

Issue Date: 04/27/2021
Title: Stormwater Structures Maintenance
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on May 25, 2021 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: Terri Wuenschel, Buyer Specialist, Procurement Services, wuenscth@jmu.edu; 540-568-7209; (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:

Form lines for Name and Address of Firm

By: (Signature in Ink)

Name: (Please Print)

Date:

Title:

Web Address:

Phone:

Email:

Fax #:

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # THW-1113

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

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The campus is 721 acres and includes 148 buildings. Stormwater structure maintenance through various seasons/weather conditions is a primary concern for the facilities management department.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

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

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

A. SPECIFIC REQUIREMENTS

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

3. Class A Contractor's License is required. Include a copy of Class A License within proposal.
4. All subcontractors must be approved by the University project manager.
5. Contractor shall comply with all applicable federal, state, local, and University regulations when performing this work.
6. Confined space entry and hot work may be required as part of this work.

- i. Hot Work

- a. All work involving, but not limited to, welding, brazing, soldering, grinding and other applications that can produce sparks or flame capable of initiating fires shall meet the following safeguards:

01. Before hot work can begin in a non-designated location, a completed hot work permit prepared by the project manager is required. Based on local conditions, the project manager must determine the length of the period, not to exceed 24 hours, for which the hot work permit is valid.

02. The following conditions must be confirmed by the project manager before permitting the hot work to commence:

- a. Atmospheric testing must be performed before work may begin in confined spaces or other areas where a combustible atmosphere may exist. If combustible elements in the atmosphere cannot be eliminated then hot work may not take place.
- b. Contractor is expected to have atmospheric testing equipment available, In the event of an emergency; the JMU Power Plant may be available to assist.
- c. Equipment to be used (e.g. welding equipment, shields, personal protective equipment, fire extinguishers) must be in satisfactory operating condition and in good repair.
- d. The floor must be swept clean for a radius of 35 ft if combustible materials, such as paper or wood shavings are on the floor.
- e. Combustible floors (except wood on concrete) must be (#1) Kept wet or be covered with damp sand (note: where floors have been wet down, personnel operating arc welding or cutting equipment shall be protected from possible shock)., or (#2) Be protected by noncombustible or fire-retardant shields.
- f. All combustible materials must be moved at least 35 ft away from the hot work operation. If relocation is impractical, combustibles must be protected with fire-retardant covers, shields or curtains. Edges of covers at the floor must be tight to prevent sparks from going under them, including where several covers overlap when protecting a large pile.
- g. Openings or cracks in walls, floors, or ducts within 35 ft of the site must

be tightly covered with fire-retardant or noncombustible material to prevent the passage of sparks to adjacent areas.

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

often they check the area. Considerations should be given to the type of fire detection and suppression equipment available in the building as well as to the surroundings that the work was performed in.

06. These procedures are intended to compliment and/or exceed all OSHA required actions.

7. Work may include other environmental projects as required by the University.
8. Contractor shall have sufficient resources to work multiple jobs at the same time.
9. The job foreman and project manager or project lead, if the same person is serving in both capacities, must be fluent in English and be present on the job site during all work.
10. The University reserves the right to specify precisely the types of materials to be utilized.
11. Normal working hours shall be Monday through Friday, 7:30 AM – 4:00 PM. If work must be completed during non-working hours, prior authorization must be given by the University project manager.

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

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

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison

University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

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

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
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 shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

- B. AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations

have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

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

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

1. To Prime Contractor:

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment

from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred

as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

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

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

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

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

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal

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

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

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

From: _____

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

Name of Purchasing Officer: _____

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
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 (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should

have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- R. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- S. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- T. ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order

citing the resulting contract unless the ordering entity has been added by written contract modification.

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

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

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

	Normal Working	Emergency hours
Services		
Principal	per hour	
Certified Safety Professional/Sr. Project Manager	per hour	
Environmental Engineer/Professional Geologist	per hour	
Project Manager	per hour	
Equipment Manager	per hour	
Responsible Land Disturber	per hour	
Staff Geologist	per hour	
Environmental Scientist	per hour	
Draftsperson/ CADD Operator	per hour	
Field Technician	per hour	
Administrative/Documents Manager	per hour	
Supervisor	per hour	per hour
Laborer	per hour	per hour
Vacuum Truck and operator services	per hour	Daily Mobilization Fee:
Confined Space Entry cost per crew (#__ crew members)	per hour	Daily Mobilization Fee:
Liquids Hauling Charge	per gallon	

Solids Hauling Charge	per gallon	
Pressure Wash Fee	per event	
Equipment		
Trackhoe	per day	
Mini Excavator	per day	
Backhoe	per day	
Skid Steer	per day	
Single-axle dump	per day	
Tandem Axle Dump Truck	per day	
Service truck (4 hour minimum)	per day	
CCTV Equipment with Trailer	per day	
Dewatering Pump {6"} and Hoses	per day	
Chipper	per day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	per ton	
Class I Rip Rap	per ton	
Clearing and Grubbing Crew cost per crew (#__crew members)	per hour	Daily Mobilization Fee:
Erosion Control Mat with Staples	per roll	
Soil and water analysis (standard turnaround)		
-characterization		
-Total petroleum hydrocarbon (TPH)		
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)		

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

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

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

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)