



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU6376

This contract entered into this 27<sup>th</sup> day of June 2022, by Froehling & Robertson, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From June 30, 2022 through June 29, 2023 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1153 dated May 2, 2022:
  - (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 31, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated June 27, 2022.

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

CONTRACTOR:

By: Christy L. Slaw  
(Signature)

Christy L. Slaw  
(Printed Name)

Title: Director of Environmental

PURCHASING AGENCY:

By: Michael Morrison  
(Signature)

Michael Morrison  
(Printed Name)

Title: Buyer Senior

## NEGOTIATION SUMMARY

**FROEHLING & ROBERTSON, INC.**

RFP# MPM-1153 INDUSTRIAL & ENVIRONMENTAL HYGIENE

6/27/2022

The Primary Point of Contact for this Contract is:

Christy Slaw  
Director of Environmental Services  
1-804-264-2701  
cslaw@fandr.com

### CLARIFICATIONS:

1. Should subcontractors be needed to provide any service under this contract, JMU expects that the mark up for subcontractor fees will not exceed 10%. All subcontractor fees will be documented on invoices and backup documentation provided to the University. Please acknowledge that this is acceptable.

Answer: Clarification 1 below is acceptable. F&R agrees that mark up on subcontractor fees will not exceed 10% and will be documented on invoices with backup documentation provided with the invoice.



**FROEHLING & ROBERTSON, INC.**

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

	PRICING SCHEDULE BY ZONE								
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
<i>Certified Industrial Hygienist</i> Labor Rate \$/hour	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00
<i>Certified Hazardous Materials Manager</i> Labor Rate \$/hour	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00
<i>Project Manager</i> Labor Rate \$/hour	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00
<i>Radon Measurement Specialist</i> Labor Rate \$/hour	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
<i>Asbestos/Lead Designer</i> Labor Rate \$/hour	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
<i>Environmental Scientist</i> Labor Rate \$/hour	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
<i>Industrial Hygienist</i> Labor Rate \$/hour	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00
<i>Asbestos/Lead Inspector</i> Labor Rate \$/hour	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
<i>Project Monitor</i> Labor Rate \$/hour	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
<p align="center"><b>Overtime does not apply to professional services, however, premiums may be charged for work outside regular hours including nights, weekends, and holidays.</b></p>									

## NEGOTIATION SUMMARY

## FROEHLING &amp; ROBERTSON, INC.

PRICING SCHEDULE BY ZONE										
Analytical Services Rates										
Service	Response Time	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Radon/sample	3 day	*	*	*	*	*	*	*	*	*
Swab Cultures/sample (viable bacteria & fungi)	5-10 days	*	*	*	*	*	*	*	*	*
Bulk Cultures/sample (viable bacteria & fungi)	5-10 days	*	*	*	*	*	*	*	*	*
Air Culture/sample (bacteria & fungi)	5-10 days	*	*	*	*	*	*	*	*	*
Air Culture/sample (chemicals)	TBD	*	*	*	*	*	*	*	*	*
Spore Analysis/sample	3 day	*	*	*	*	*	*	*	*	*
Fungal Swabs/sample	3 day	*	*	*	*	*	*	*	*	*
Other Direct Read Instrumentation/sample	NA	ATP- \$225/ day	ATP- \$225/ day	ATP- \$225/ day	ATP- \$225/ day	ATP- \$225/ day	ATP- \$225/ day	ATP- \$225/ day	ATP- \$225/ day	ATP- \$225/ day
PLM (bulk asbestos – standard TA)/sample	3 day	*	*	*	*	*	*	*	*	*
PCM (air asbestos – standard TA)/sample	3 day	*	*	*	*	*	*	*	*	*
TEM (air asbestos – 24 hour)	24 hr	*	*	*	*	*	*	*	*	*
Lead in Paint (bulk) Standard TA/sample	3 day	*	*	*	*	*	*	*	*	*
XRF Lead Paint Detector/day	NA	\$350 /day	\$350 /day	\$350 /day	\$350 /day	\$350 /day	\$350 /day	\$350 /day	\$350 /day	\$350 /day

\* These analyses are subcontracted to an analytical lab and will incur the +10% subcontractor fee.

Other Fees/Charges
Charge Card Processing Fee: 0.00%





## Qualifications

Response to RFP# MPM-1153

**James Madison University**

**Environmental &  
Industrial Hygiene Services**

*Harrisonburg, VA*

## 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*

**Froehling & Robertson, Inc.**

3015 Dumbarton Road

Richmond, VA 23228

804.264.2701





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*Assess. Manage. Consult.*

May 31, 2022

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

RE: Response to RFP# MPM-1153 – James Madison University Environmental & Industrial Hygiene Services

Dear Mr. Morrison:

Froehling & Robertson, Inc. (F&R) is pleased to submit our qualifications in response to RFP # MPM-1153 to provide the Environmental & Industrial Hygiene Services for James Madison University (JMU). We believe that the F&R team is well-suited to be a trusted partner with JMU, and we are ready to continue providing you with the services that will be required under this contract. Our team's summary responses to the evaluation criteria as stated in RFP# MPM-1153 are provided below for your consideration:

**QUALITY AND SUITABILITY OF SERVICES OFFERED.** F&R has been in business for more than 140 years, and our firm's longevity speaks volumes about our ability to provide clients with the professional guidance and service. We believe that F&R is the most advantageous choice for the JMU based on our extensive experience with the university, our history in the marketplace, and our consistently high level of technical ability. F&R is committed to providing and performing its services in accordance with the request and industry standards. We welcome this opportunity to continue our service to JMU. We truly appreciate and value the relationship we have maintained with the university. Our Director of Environmental Services and designated Point of Contact, Christy L. Slaw, and our Environmental Technical Practice Leaders are focused on fostering technical knowledge, quality, and excellence throughout our entire staff, so that we can continue to offer the highest-quality environmental services in partnership with JMU.

**QUALIFICATIONS AND EXPERIENCE.** Our project successes encompass many project types, with significant experience working for colleges and universities throughout the Commonwealth of Virginia, including our current contract with JMU. Given F&R's established history of providing services in for JMU matched with a seasoned staff, we believe that we are second-to-none in terms of familiarity with the environmental practices in this area. F&R's extensive experience with higher education institutions throughout the Commonwealth of Virginia has provided our team with the insight to successfully manage the tasks and services that will be required under this contract. And as the incumbent on this contract since 2017, we have a thorough understanding of the university's processes, protocols, and expectations.

**PLANS AND METHODOLOGY TO PERFORM SERVICES.** F&R's consistency in the environmental field during the last 40 years has put us on the forefront of assisting clients with state and federal regulatory compliance. Our deep bench of experience, coupled with our commitment to continual improvement, staff certification and continuing education has positioned our team particularly well with regard to changes in the industry, including most recently COVID-related needs and mercury in flooring. This is another way that F&R leans into



our commitment to provide JMU with the STELLAR CLIENT SERVICE and STELLAR SERVICE DELIVERY that you have come to expect from us.

**PARTICIPATION OF SWaM BUSINESSES.** F&R is a third-generation, family-owned, and minority-owned Virginia SWaM-certified business (SWaM Certification #649650). We have also invited two additional SWaM-certified laboratory subconsultant teaming partners to join us in this effort: **James R. Reed & Associates** (SWaM Certification: Micro and Minority-owned #5486), and **SanAir Technologies Laboratory, Inc.** (SWaM Certification: Small #652931). As a SWaM business, F&R is committed to providing opportunities for other Small-, Women- and Minority-owned businesses whenever possible.

**COST.** F&R understands and appreciates that the inherent challenges our higher education clients face include concerns about maintaining budgets and controlling costs, while still obtaining the high-level of professional environmental services that are required to successfully execute the needs of this contract. Our rates are reflective of professional services that are being provided by degreed, licensed, certified individuals backed by the resources of a 300+ person consulting engineering firm.

F&R stands ready to assist JMU with their ongoing environmental and industrial hygiene project needs. We look forward to continuing our role as your trusted partner in achieving your project and program goals. Please don't hesitate to contact me for additional information or with any questions you may have.

Respectfully,

**FROEHLING & ROBERTSON, INC.**

Christy L. Slaw  
Director of Environmental Services  
cslaw@fandr.com

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*James Madison University*

*Environmental & Industrial Hygiene Services*



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# SECTION 1

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*RFP Cover Sheet*  
*Addendum Acknowledgement(s) (if any)*





**REQUEST FOR PROPOSAL**  
**RFP# MPM-1153**

**Issue Date:** May 2, 2022  
**Title:** Environmental & Industrial Hygiene Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on May 31, 2022 for Furnishing The Services Described Herein.**

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** No pre-proposal meeting for this solicitation.

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, [morrismp@jmu.edu](mailto:morrismp@jmu.edu); 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

Froehling & Robertson, inc

3015 Dumbarton Road

Richmond, VA 23228

By:

  
(Signature in Ink)

Name: Christy L. Slaw

(Please Print)

Date: 5/31/2022

Title: Director of Environmental Services

Web Address: FandR.com

Phone: 804.264.2701

Email: [cslaw@fandr.com](mailto:cslaw@fandr.com)

Fax #:

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

Rev. 1/12/21





## SECTION 2

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### *Plan and Methodology* *Approach to RFP Section IV - Statement of Needs Section G*

- a. Approach to Specified Services*
- b. Experience Providing Specified Services*
- c. Examples of Recent Projects*
- d. Relevant Certifications and Licenses*
- e. Primary Point of Contact*
- f. Approach to Mobilization of Management and Work Staff*
- g. Invoicing Procedure*
- h. Other Services*

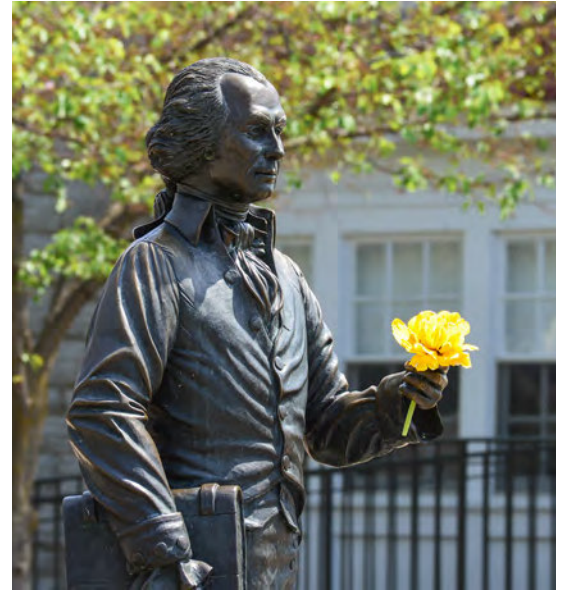


## Section 2 - Plan and Methodology

RFP Pg. 3, Section IV - Section G

F&R knows the university has a unique plan to improve their campus, and we are here to assist with that plan. We want to provide the resources and services needed to meet the university's goals of creating sites for new buildings, while enhancing the overall organization and character of the university campus. We want to help sustain the momentum of JMU's recent growth.

F&R's vast higher education experience makes us qualified to work with the university and to help with its goals of creating a more welcoming campus that can support the growing student population goal of 23,000 plus students by 2027. We understand planned goals of housing 33% of students in JMU controlled housing and will be a vital asset in inspecting, consulting, and managing environmental or industrial hygiene concerns surrounding on campus housing. F&R already possesses ample experience working in campus housing buildings.



Our environmental services division is well positioned to successfully provide the support that JMU needs. The resources we will bring to this contract include our highly-trained, experienced staff and the close proximity of our multiple Virginia operations centers. Our team resources are designed to help meet and even exceed the expectations of the university's project staff. With two Certified Industrial Hygienists dually endorsed as Certified Safety Professionals as well as a stable of experienced environmental staff, F&R stands apart from the competition.

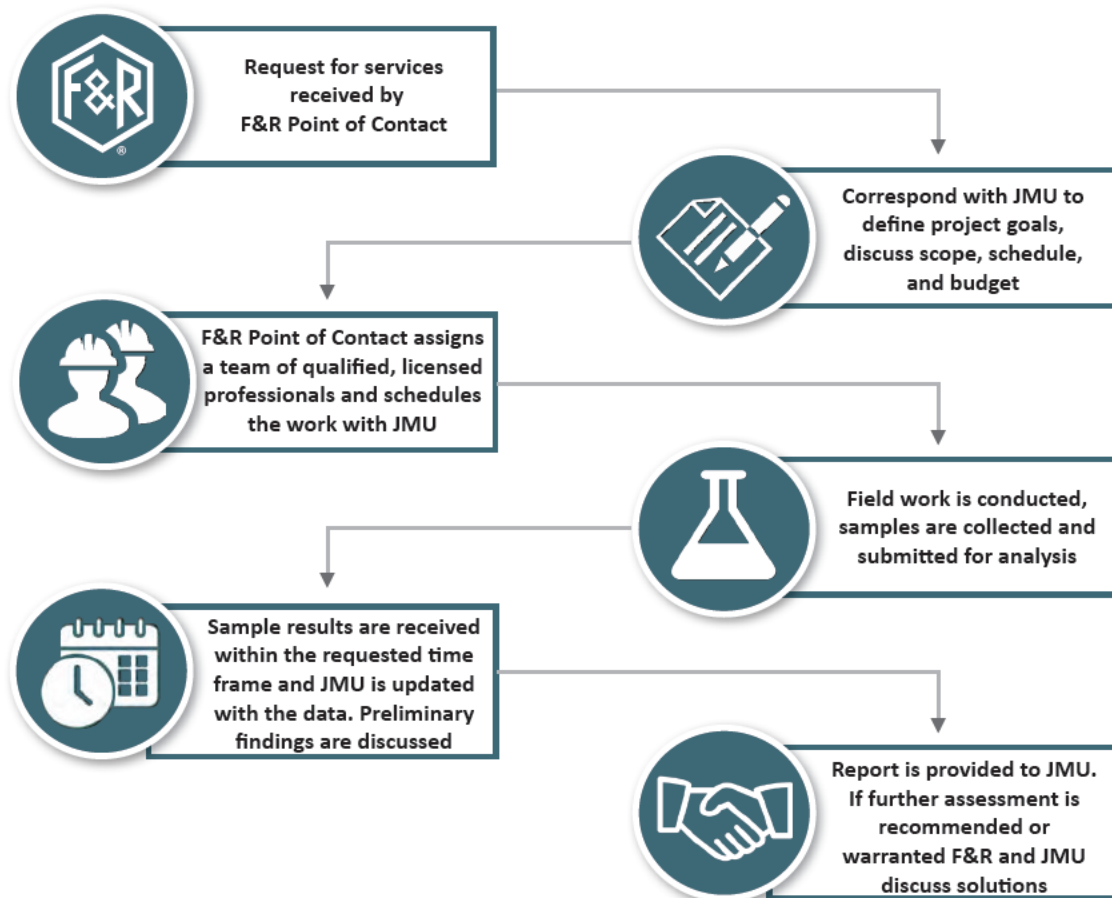


## Section 2 - Plan and Methodology

RFP Pg. 3, Section IV - Section G

***a. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan (con't.)***

F&R believes a well-organized approach to project management is critical to the success of each project. The following approach allows for identification and management of risks which may influence on-time and on-budget completion of both large and small scale projects.



Our DBE teaming partner, environmental testing laboratory SanAir Technologies will be providing Asbestos and Mold testing services. DBE-certified environmental testing laboratory James R. Reed & Associates will provide subsurface contamination testing. Any analytical needs not served by these two laboratories may be subcontracted to appropriate providers.



***a. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan (con't.)***

***Approach to Addressing Key Issues***

In order to address and resolve the key issues facing a project, F&R will first work with the project's stakeholders to identify and document the problems that need to be solved. Once the issues are identified, communication with the project team, regulatory/permitting agencies, and the general public may be necessary to find resolution. Issues that could affect the overall project schedule or budget will be addressed and resolved as soon as possible to avoid delays and cost overruns in the development of the project. The project manager will develop a Schedule of Deliverables and Project Updates for the entire team to review. This update will outline specific tasks that must be completed and identify issues that must be resolved. Once an issue is resolved, it will be noted in the Project Update so the issue can be documented. Assigning a consistent project manager involved throughout the life of the project assures that critical key issues are addressed by the team and not forgotten.

***Adjusting Schedules or Level of Effort to Meet Schedule***

We will track the progress of the project using the project deliverables list. The project deliverables list is developed when the Scope of Work is established for the project. The list provides all staff members and sub-consultants working on the project a clear goal for each product. The estimated time of completion for each task is compared against the actual delivery date. The key to keeping the project on schedule is to identify the critical path items of the process (i.e. right-of-way acquisition, environmental permitting) and make sure those items move forward within the specified timeline. That being said, F&R recognizes that there are times when specific project tasks must be accelerated to keep a project on schedule. Further ensuring that the assigned project will remain on schedule, F&R will hold scheduling staff meetings every Monday morning at which each project manager will have the opportunity to request additional support to meet critical time frames and milestones. F&R has a long history of putting in the extra work necessary to meet project schedules and commitments.

***Tasks and Deliverables completed in a Cost Effective Manner***

F&R's policy is to complete our work to the best of our abilities regardless of the remaining budget. If there are no major scope changes in the project, we feel that it is our duty to honor the commitment of our original contract. F&R has consistently performed well on projects with tight schedules and limited budgets. The process starts with the project manager being involved in the development of the tasks and deliverables for the project. Along with our project invoices each month, we prepare a summary of the work completed to date, and provide to the client a spreadsheet showing the level of effort for each staff type completed for each task and subtask for the previous month and the project as a whole. This early and consistent monitoring of costs provides the project manager with the tools to make the necessary adjustments to keep the project within budget. Along with the project summary, we also identify any budget issues associated with the project that should be addressed.



***b. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU***

There is hardly a campus in Virginia on which F&R has not provided our core services. Moreover, with operations centers across the Commonwealth, F&R has contributed to projects on EVERY community college campus. We understand the sensitive nature of college campuses and the challenges associated with finding solutions to environmental concerns in a timely manner within occupied areas. We successfully meet those challenges while causing minimal disruption to the daily routines of students, faculty, and staff.

F&R has provided extensive environmental services at several locations within the campuses listed below:

- The University of Mary Washington, Fredericksburg, VA
- Virginia Military Institute, Lexington, VA
- Virginia Tech, Blacksburg, VA
- Virginia Commonwealth University, Richmond, VA
- Longwood University, Farmville, VA
- Virginia Institute of Marine Science, Gloucester Point, VA
- Virginia Community College System, Statewide, VA

***c. Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, services performed, and contact information.***

On the following pages you will find examples of projects that F&R has completed on similar university campuses across the Commonwealth of Virginia.

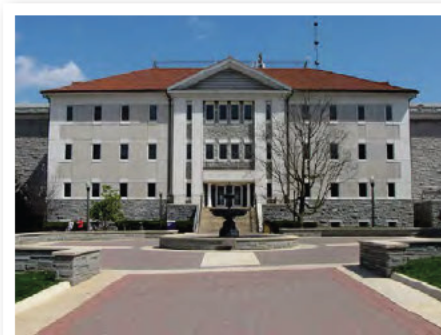


## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *James Madison University Formaldehyde Exposure Assessment Harrisonburg, Virginia*

F&R conducted industrial hygiene consulting services at Burruss Hall located on the JMU campus in Harrisonburg, Virginia. Students and JMU staff conducting dissection activities within the Human Anatomy Laboratory are potentially exposed to the chemical formaldehyde. Local exhaust ventilation (LEV) in the form of downdraft ventilation was installed in the lab as well as a recent addition of four new dissection tables. Personal and area air sampling was conducted to test for formaldehyde exposure during laboratory use.



The scope of services included:

- Preparation of a formaldehyde sampling plan. The sampling and associated plan was based on an article from the Journal of Occupational and Environmental Hygiene titled, *Controlling Formaldehyde Exposures in an Academic Gross Anatomy Laboratory* a copy of which was provided to F&R by JMU.
- Collection of both area and personal samples on students and staff for laboratory analysis for the presence of formaldehyde. Based on the reported concentrations and the volume of air collected, personal exposures was calculated and compared to existing occupational exposure limits (OEL).
- Collection of formaldehyde and total volatile organic compound (VOC) concentrations throughout the laboratory using direct read instrumentation (DRI).
- Collection of air flow measurements for the LEV associated with the dissection tables.
- Drafting of a report with interpretation of laboratory data, calculation of OELs, discussion of testing using DRI, and air flow measurements of the LEV. The report included observations, conclusions, and recommendations.

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<b>F&amp;R Services</b>	<b>Dollar Amount</b>	<b>Timeframe</b>
Industrial Hygiene Consulting Services	\$5,981	2017

#### ***Client Contact Information***

James Madison University  
Facilities Management  
181 Patterson Street-Room 203C  
Harrisonburg, Virginia 22807  
Anna M. Hudick, P.E.  
540.568.6738





## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *James Madison University College of Business Harrisonburg, Virginia*

F&R conducted limited hazardous materials consulting services at Showker Hall and Chandler Hall located on the JMU campus in Harrisonburg, Virginia. The structures were the subject of planned renovation and selective demolition which may impact building materials.

The scope of services for this effort included:

- Identification and sampling, as necessary, suspect ACMs within the areas anticipated to be impacted by the demolition.
- Determine the presence, location, and NESHAP category.
- Limited testing of surface coatings for the presence of LBP within the areas anticipated to be impacted by the demolition.
- Limited visual survey for Polychlorinated Biphenyls (PCB)-containing building materials such as light ballasts and in-ground lifts, Mercury containing building materials such as thermostats or switches, and CFC-Containing equipment such as refrigeration units, blowing agents, propellants, or degreasing solvents within the areas anticipated to be impacted by the demolition.



F&R was also contracted to prepare abatement project design specifications for those materials within the building that required abatement.

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<b><i>F&amp;R Services</i></b>	<b><i>Dollar Amount</i></b>	<b><i>Timeframe</i></b>
Hazardous Materials Survey	\$9,062	2017

#### ***Client Contact Information***

Moseley Architects  
780 Lynnhaven Parkway, Suite 200  
Virginia Beach, Virginia 23452  
Jeffrey Hyder, Vice President  
757.368.2800





## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *James Madison University Convocation Center Harrisonburg, Virginia*

F&R conducted limited asbestos containing materials and lead based paint consulting services prior to demolition of a three story, office building and a two story, multi-tenant commercial building located on JMU's campus. F&R conducted surveys for the identification of asbestos containing materials (ACM) and lead based paint (LBP) which will be impacted by the planned demolitions; an asbestos abatement specification may be developed following the completion of the survey work based on the findings of the survey.



The scope of services for this effort included:

- Identification and sampling, as necessary, suspect ACMs within the areas anticipated to be impacted by the demolition
- Determine the presence, location, and NESHAP category
- Limited testing of surface coatings for the presence of LBP within the areas anticipated to be impacted by the demolition
- Limited visual survey for Polychlorinated Biphenyls (PCB)-containing building materials such as light ballasts and in-ground lifts, Mercury containing building materials such as thermostats or switches, and CFC-Containing equipment such as refrigeration units, blowing agents, propellants, or degreasing solvents within the areas anticipated to be impacted by the demolition

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<b><i>F&amp;R Services</i></b>	<b><i>Dollar Amount</i></b>	<b><i>Timeframe</i></b>
Hazardous Materials Survey	\$11,498	2017

#### ***Client Contact Information***

Moseley Architects  
780 Lynnhaven Parkway, Suite 200  
Virginia Beach, Virginia 23452  
Jeffrey Hyder, Vice President  
757.368.2800



## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *James Madison University VOC Assessment Harrisonburg, Virginia*

F&R conducted industrial hygiene consulting services at the USB Annex Paint Shop located on the JMU campus in Harrisonburg, Virginia. JMU facilities staff conducting painting activities within the USB Annex Paint Shop are potentially exposed to a variety of volatile organic compounds (VOC). Although a Paint Booth (Booth) was recently installed, many activities with the potential for exposure to VOC were performed outside of the Booth. Additionally, there was concern about VOC concentrations reaching the lower explosive limit in the area. Air testing was conducted using direct read instrumentation to test for VOC exposure during normal workday activities in the Paint Shop.



The scope of services included:

- Review of mechanical drawings and product literature for the Mixing Booth prior to making the site visit
- Conduct air flow movement and velocity testing using a hand-held anemometer within areas of the Paint Shop
- Collect basic atmospheric condition readings for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), total VOC (TVOC), oxygen (O<sub>2</sub>) LEL during typical Booth operations
- Collect TVOC and LEL readings in the Mixing Booth prior to mixing, during mixing, and subsequent to mixing
- Prepare a report documenting findings

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<b><i>F&amp;R Services</i></b>	<b><i>Dollar Amount</i></b>	<b><i>Timeframe</i></b>
Industrial Hygiene Consulting Services	\$3,860	2018

#### ***Client Contact Information***

James Madison University  
Facilities Management  
181 Patterson Street-USB Suite 207  
Harrisonburg, Virginia 22807  
Craig E. Short  
540.568.6575



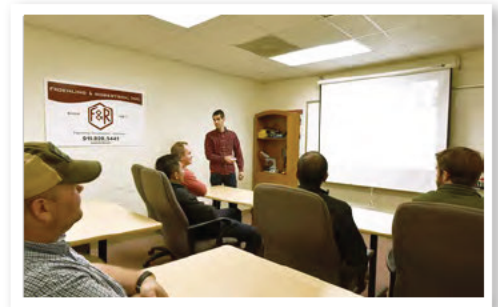
## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *James Madison University 30-Hour OSHA Training Class Harrisonburg, Virginia*

F&R provided 30-hour OSHA General Industry Training by an OSHA Outreach Instructor-General Industry for up to 12 students at the JMU Campus in Harrisonburg, VA.

The 30-hour training program is intended to provide workers with some safety responsibility a greater depth and variety of training. All outreach training is intended to cover an overview of the hazards a worker may encounter on a job site. Training emphasizes hazard identification, avoidance, control and prevention, not OSHA standards.



#### **Designed For Workers**

The OSHA Outreach Training Program provides training on the recognition, avoidance, abatement, and prevention of workplace hazards. Outreach classes also provide overview information regarding OSHA, including workers' rights, employer responsibilities, and how to file a complaint.

#### **Program Benefits**

Promotes safety culture through peer training. Training is intended to be participatory, using hands-on activities. Trainers are able to tailor the training topics based on specific needs of their audience.

Outreach training content includes hazard recognition and avoidance, workers' rights, employer responsibilities, and how to file a complaint; it emphasizes the value of safety and health to workers, including young workers.

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<b><i>F&amp;R Services</i></b>	<b><i>Dollar Amount</i></b>	<b><i>Timeframe</i></b>
OSHA General Industry 30-Hour Training	\$4,200	2019

#### ***Client Contact Information***

Marcella Mullenax, CIH, CHMM  
Environmental Health Coordinator  
Office of Risk Management  
131 West Grace Street  
Harrisonburg, VA 22807  
mullenmr@jmu.edu  
540.568.4959



## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *Longwood University On-Call Projects Farmville, Virginia*

F&R has been providing “on-call” environmental services to Longwood University since 2009. Environmental services have included Phase I and II Environmental Site Assessments, Hazardous Materials Surveys and UST Assessments.

Environmental projects include:

- Wheeler Mall Steam Tunnel
- Moton Museum
- Center for Visual Arts
- Watkins Abbitt Federal Building
- Travis Building
- Andy Taylor Center for Early Childhood Development
- Midtown Square Condominium Reserve Study
- Main Street and High Street Buildings
- 109 High Street Property
- 113 W. Third Street Property
- 106 Venable Street Property
- 107 N. Main Street Property
- 2082 Black Walnut Road Property
- 309 Beech Street Property
- 403 Race Street Property
- 605 Chambers Street Property
- Baseball Project



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<b><i>F&amp;R Services</i></b>	<b><i>Dollar Amount</i></b>	<b><i>Timeframe</i></b>
Environmental Services	\$100,625	2017-Present
Industrial Hygiene Services		

#### ***Client Contact Information***

Longwood University  
515 Main Street  
Farmville, VA 23909  
Tracey Neihouse  
434.395.2809



## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *University of Mary Washington Environmental Term Contract Fredericksburg, Virginia*

F&R is proud to have maintained an existing term contract with the University of Mary Washington since June 2001. In addition, F&R has decades of history working in concert with UMW and successfully completing dozens of campus projects, having continually serviced the university since the early 1980s. Our environmental projects include—though certainly are not limited to—the following:

- Mercer Hall (Hazmat Survey)
- Goolrick Hall (Asbestos Project Monitoring)
- Randolph & Mason Halls (Asbestos Project Monitoring)
- Chandler Hall (Hazmat Survey & Specs)
- Westmoreland Hall (LBP Dust Sampling)
- Trinkle Hall Basement (Asbestos Sampling)
- Combs Hall Entrance Roof (Asbestos Sampling)



F&R has extensive experience handling environmental issues that often arise during renovation or demolition projects. These include identification and abatement of asbestos, lead-based paint, polychlorinated biphenyls (PCBs), mercury contaminated building materials, contaminated fume hoods, universal wastes, and other uncommon environmental hazards. In general, major renovation or demolition projects involve performing the initial hazardous materials surveys; preparing abatement plans and specifications; bidding and administering the abatement project; and providing project and air monitoring services.

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<b><i>F&amp;R Services</i></b>	<b><i>Dollar Amount</i></b>	<b><i>Timeframe</i></b>
Environmental Services	\$10,944	2017-Present
Industrial Hygiene Services		

#### ***Client Contact Information***

University of Mary Washington  
1301 College Avenue  
Fredericksburg, VA 22401  
Gary Hobson  
Director, Capital Planning and Construction  
540.654.2100





## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *Virginia Institute of Marine Science Consolidated Scientific Research Facility Gloucester, Virginia*

The Virginia Institute of Marine Science contacted F&R performed a limited, non-invasive asbestos-containing material (ACM) and lead containing paint survey of the Page House, Pollock House and Wetlands building.

The scope of services included:

- A review of existing asbestos-containing material (ACM) documentation, if available
- ACM Survey
- LBP Screening Services
- Lead Toxicity Characteristic Leaching Procedure (TCLP) Testing;
- Non-invasive inventory of suspect PCB-containing light ballasts and mercury-containing components.
- ACM & LBP Project Specifications



**Asbestos Abatement Monitoring** - F&R also conducted full-time project monitoring services of the contractor during the abatement as requested by the client. Prior to beginning abatement activities, F&R visually inspected the integrity of the negative pressure regulated area to prevent the migration of asbestos fibers from the work area. Following completion of abatement, F&R conducted a final visual inspection to verify the contracted asbestos containing materials had been removed and that the containment was clean and ready for final clearance air sampling.

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<b>F&amp;R Services</b>	<b>Dollar Amount</b>	<b>Timeframe</b>
Environmental Services	\$13,700	2016-2017
Industrial Hygiene Services		

#### **Client Contact Information**

Virginia Institute of Marine Science  
Route 1208 Greate Road  
Gloucester, Virginia 23062  
Ron Herzick  
757.684.7097



## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *Virginia Military Institute Post Infrastructure Improvement Project Lexington, Virginia*

F&R performed numerous environmental services to support the Virginia Military Institute (VMI) Post Infrastructure Improvement Project, spanning multiple years. The project consisted of significant upgrades to the Heat Plant and Steam Lines, complete demolition and rebuilding of the Post Police Building, replacement of the Anderson Drive Bridge, sewer and water utility replacement, and numerous upgrades to Building Automation Systems (BAS) across Post with an approximate budget of \$34 million.

F&R's services began early in the project and included environmental planning services including an Environmental Impact Review (EIR). Once complete, the EIR was submitted to the Department of Environmental Quality for regulatory review. Preliminary work also included extensive asbestos surveys at the Heat Plant, along the full length of steam lines services most buildings on Post, and a pre-demolition survey of the Post Police Building. Additionally, asbestos specifications were drafted for each of the seven portions of the project, detailing protocols and requirements for asbestos abatement contractors, including unique situations requiring atypical procedures.

F&R also provided full-time asbestos project monitoring which included documentation of asbestos abatement work practices, visual verification of abatement, collection of ambient air and clearance samples, and on-site analysis of phase contrast microscopy. F&R coordinated with the abatement contractor, VMI, the general contractor, and numerous subcontractors to keep the overall project moving and facilitate a compliant and safe asbestos abatement.



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<b><i>F&amp;R Services</i></b>	<b><i>Dollar Amount</i></b>	<b><i>Timeframe</i></b>
Environmental Services	\$96,010	2018

#### ***Client Contact Information***

Virginia Military Institute  
Construction Office  
110 Hines Plant  
Lexington, VA 24450  
Colonel Keith Jarvis  
540.464.7021



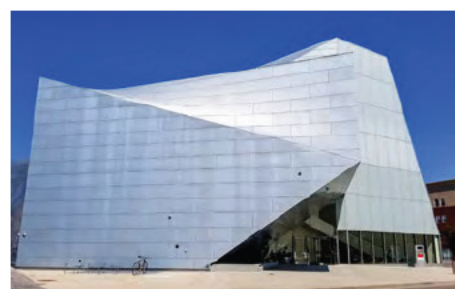
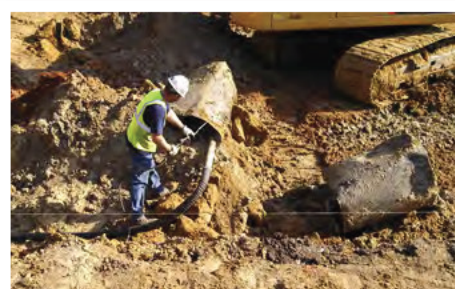
## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *Virginia Commonwealth University Institute for Contemporary Art Richmond, Virginia*

VCU's Institute for Contemporary Art was a \$35 million dollar construction project that involved the construction of a 38,000sf building with a double front: one side opens from the city, the other from the sculpture garden to the forum, linking city and campus. On the ground level, the café opens directly onto the sculpture garden, as does the ground level gallery.

F&R provided environmental consulting services during the removal of four underground storage tanks (USTs) and two hydraulic cylinders along with the removal of petroleum impacted soils. Following the removal of the USTs, petroleum saturated soils were removed from the tank pit and were transported to a facility offsite. F&R returned later for the removal of a hydraulic oil cylinder and collected soil samples which were analyzed for total petroleum hydrocarbons (TPH), diesel range organics (DRO), and oil range organics (ORO). During excavation activities concrete vaults that contained trash, metal debris including automobile parts, batteries, paint containers and petroleum contaminated soils were uncovered. After testing and the removal of the USTs, hydraulic cylinder, concrete vaults and weeks of excavation activities, a total of 4,290.21 tons of contaminated soil were removed and disposed of.



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<b><i>F&amp;R Services</i></b>	<b><i>Dollar Amount</i></b>	<b><i>Timeframe</i></b>
Environmental Services	\$151,544	2016-2017

#### ***Client Contact Information***

VCU Facilities Management  
700 W. Grace Street, Suite 1600  
Richmond, Virginia 23284  
Joe Mannix  
804.827.3842





## Section 2 - Plan and Methodology

### Section IV, Section G - c. Recent Projects

#### *Virginia Tech Various Campus Buildings Blacksburg, Virginia*

Froehling & Robertson, Inc. (F&R) provided Hazardous Materials Surveys as well as Specification, Preparation and Asbestos Project Monitoring on various campus buildings for Virginia Tech. Properties included the Rector Field House, Monteith and Thomas Halls and the latest Upper Quad Academic Buildings and Student Residence Halls.

##### **Rector Field House Renovation**

F&R conducted a Hazardous Materials Survey at the Rector Field House and prepared an abatement specification to address the mercury in flooring. F&R also provided review of a Work Plan for select abatement and additional removal of mercury-containing flooring. The removed mercury containing flooring was properly containerized on site and the containers were properly disposed of by VT staff. Based on the final clearance wipe and air sampling, the Field House was cleared for re-occupancy and/or continued renovation by personnel without the need for additional personal protective equipment (PPE) for mercury vapors.

##### **Upper Quad - Academic Buildings and Student Residence Halls**

F&R is currently providing Hazardous Materials Surveys and Asbestos Project Monitoring as part of the ongoing construction and renovations to the Upper Quad which includes various academic buildings as well as student residence halls. Abatement specification documents were prepared for inclusion in the overall bid package and were used during subsequent asbestos abatement efforts during which F&R provided monitoring services.



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<b><i>F&amp;R Services</i></b>	<b><i>Dollar Amount</i></b>	<b><i>Timeframe</i></b>
Environmental Services	\$226,699	2017 - Present

##### ***Client Contact Information***

Virginia Tech  
University Design and Construction  
90 Sterrett Facility complex (0129)  
Blacksburg, Virginia 24061  
Aaron Curfiss, PE, Project Manager  
540.231.3689



## Section 2 - Plan and Methodology

### Section IV, Section G

*d. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold. You will find all relevant certifications and licenses for F&R in the appendix section.* A summary document depicting the key personnel licensure and certifications is provided below.

Professional	Certifications
Christy L. Slaw	Formal Training as Asbestos Project Monitor/Designer Formal Training as Asbestos Inspector Formal Training as Lead Supervisor/Designer Formal Training as Lead Inspector Technician OSHA 40-Hour HAZWOPER VA/EPA Approved Trainer Virginia Institute of Marine Science – USACOE Wetland Delineation Course NIOSH Sampling and Evaluating Airborne Asbestos Dust
Glenn Hargrove, CIH, CSP, PG, CHMM	VA Asbestos Inspector #3303001281 VA Asbestos Management Planner #33040000875 VA Asbestos Supervisor #33020012164 VA Asbestos Project Monitor #3309001884 VA Asbestos Project Designer #3305000737 VA Lead Risk Assessor #3356001115 Certified Industrial Hygienist #10730CP Certified Hazardous Materials Manager #12757 Professional Geologist #2801001809 Certified Safety Professional #CSP-32841 OSHA 40-Hour HAZWOPER VA/EPA Approved Trainer
Zachary Parker, PMP	VA Asbestos Inspector #3303003022 Formal Training as Lead Inspector OSHA 40-Hour HAZWOPER VA/EPA Approved Trainer
Jesse Phillips, CIH, CSP	VA Asbestos Inspector #3303003557 VA Asbestos Project Monitor #3309001484 VA Asbestos Supervisor #33020012164 VA Asbestos Project Designer #3305001167 VA Lead Risk Assessor #3356001002 Certified Industrial Hygienist #12120CP Certified Safety Professional #CSP-39711 OSHA 40-Hour HAZWOPER VA/EPA Approved Trainer
Alyssa Budlong, PG	VA Professional Geologist #2801001790 Certified Radon Measurement Specialist #NRSB 16SS051 VA Asbestos Inspector #3303004372 OSHA 40-Hour HAZWOPER
Luke Nelsen, PhD	VA Asbestos Inspector #3303004855 VA Asbestos Supervisor #3302013610 VA Asbestos Project Monitor #3309002106 VA Lead Abatement Risk Assessor #3356001221
Samuel Bedinger	VA Asbestos Inspector #3303004567 VA Asbestos Project Monitor #3309002006 VA Asbestos Project Designer #3305001378 VA Lead Abatement Risk Assessor #3356001218
Andrew Smith	VA Asbestos Inspector #3303004506 OSHA 40-Hour HAZWOPER
Hillary Battle	Formal Training as VA Asbestos Inspector
Lucas Powell	VA Asbestos Inspector #3303004596 OSHA 40-Hour HAZWOPER



*e. Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.*



#### PRIMARY CONTACT FOR THIS CONTRACT

Christy L. Slaw, Director of Environmental Services  
Froehling & Robertson, Inc.  
3015 Dumbarton Road  
Richmond, VA 23228  
804.264.2701  
[cslaw@fandr.com](mailto:cslaw@fandr.com)

*f. Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.*

The first step to success is to be accessible. F&R's local office locations are well suited to meet the needs of this contract. F&R's Richmond and Roanoke Office locations are able to respond to JMU's needs within 24 hours.

From an execution standpoint, while the technical team executes the project, the management and quality team works behind the scenes to ensure our commitment to quality is executed. Quality Assurance and Quality Control are comprehensive per service provided. This ensures that staff selection, training and procedures are detailed and fully evaluated. This, in turn, ensures that our assessments, activities, data collection and results are performed and reported with confidence. Additionally, our Quality Management system is structured around the core belief that Client communication, coordination, review and approval of deliverables are all essential to a successful project.

Furthermore, work products are critically reviewed at key times throughout the project, and extensive redline review of the final products is completed before drafts or finals are issued. F&R schedules the necessary time to review our products at clearly defined key points during the project, and assigns senior reviewers for each project deliverable. F&R staff and related personnel are trained to have an accurate and detailed knowledge of the procedures, specifications and expectations of the Client. At each key stage of the project, the staff will review their own work, and products are reviewed by our senior review staff, as well, in order to check for accuracy and conformance to agency standards and specifications.







#### ***g. Describe invoicing procedure. Provide a sample invoice and proposal.***

Invoices are prepared in accordance with the project documents, which include the proposal and purchase order. Based upon the services expected under this contract, we anticipate two primary types of invoices will be utilized: lump sum invoices delivered at scope completion, or time and materials invoices delivered on a monthly basis for projects of longer duration or variable quantities. Different types and styles of invoices can be generated based upon the JMU's preference and our versatile accounting system; however, these are the two types of invoices utilized in the past for JMU projects.

##### Lump Sum Invoicing Procedures

- Scope is completed and final deliverables provided to JMU
- Lump sum invoice is generated by F&R Project Manager in accordance with the proposal and Purchase Order
- Invoice is sent to JMU per the purchase order instructions

##### Time and Materials Invoicing Procedures

- Invoices will be generated based upon the time expended and materials used to execute the scope in accordance with the proposal and purchase order
- Approximately every four weeks or as directed by the purchase order, a time and materials invoice by date is generated by F&R Project Manager
- During this process the time expended and materials utilized are compared to the purchase order, and to the project deliverables to ensure an accurate account of the billing. Once the comparison is complete, the final invoice is generated
- The F&R Project Manager sends the invoice is to JMU per the purchase order instructions.
- For projects of a duration exceeding one month, this process is repeated on a monthly basis until project completion. Each monthly invoice will include the amount invoiced in that period as well as the amount invoiced to date. At this stage, the F&R Project Manager will contact the JMU Project Manager to review the percent to completion in relation to the total invoiced and total estimated fee.
- The F&R Project Manager will confirm with JMU that overall invoicing on the project has been completed following project completion.

***Please note that examples of both types of invoicing and the accompanying proposals are found in the Appendix Section.***





#### *h. Identify other services offered to James Madison University and the associated costs.*

F&R's Environmental Services Division is composed of an interdisciplinary team of engineers, geologists, hydrogeologists, environmental scientists, and industrial hygienists working together to resolve your challenges. We assist clients in private and government sectors with assessment, management, and mitigation of environmental risks and liabilities by identifying problems, evaluating the impacts, developing remediation strategies, and providing solutions. We have conducted wetland investigations, developed site characterization plans, implemented restoration projects, resolved remediation issues and developed detailed GIS data, and performed advanced GIS analysis for thousands of clients. F&R offers a comprehensive suite of services that includes:



#### **Due Diligence Services**

- Compliance Audits
- Geospatial Services
- Linear Corridor Studies
- Phase I Environmental Site Assessment
- Property Condition Assessments
- Telecommunication Tower Services

#### **Industrial Hygiene Services**

- Air Management / Air Quality Services
- Asbestos Consulting Services
- Asbestos Operations & Maintenance Plans
- Asbestos Specification Preparation
- Industrial Hygiene Investigations
- Indoor Air Quality Investigations
- Health & Safety Training
- Lead-Based Paint Services
- Mold and Water Intrusion Assessments
- Noise Exposure Evaluation and Monitoring
- Project Monitoring / Contractor Oversight
- Personal and Environmental Sampling
- Respirable Crystalline Silica Compliance
- Viral Consulting

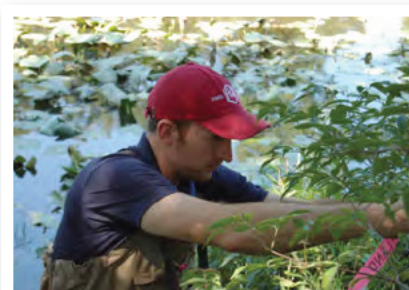
#### **GeoEnvironmental Services**

- Aboveground Storage Tanks
- Brownfields Redevelopment Services
- Drilling Services
- Geophysical Services
- Hazardous Waste Management
- Landfill Services
- Petroleum Storage Tank Closure Assessments
- Pollution Prevention
- Remediation Services
- Soil and Groundwater Contamination Assessment Studies
- Spill Prevention Control & Countermeasure Plans (SPCC)
- Vapor Assessment and Mitigation
- Wastewater Services

#### **Natural Resources Services**

- Environmental Assessments / Environmental Impact Statements
- Site / Cultural Management Plans
- Wetland Delineations, Assessments, and Permitting

*Please note that the costs associated with each of these services will be furnished as part of a proposal request. Hourly rates of personnel associated with these services is included within the rate sheet document provided on page 52.*



## SECTION 3

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### ***Narrative Statement***

*Expertise, Qualifications and Experience of the Firm*

### ***Personnel Assigned to Perform Work***

*Organizational Chart*

*Personnel Resumes*





## Section 3 - Narrative Statement

### Expertise, Qualifications, and Experience of the Firm

#### Our Mission

**F&R** exists to advance the quality and stability of every project we touch in order to protect people and property.

F&R has been doing what we do for over a century and the laboratory is where our business began. In 1881, a Richmond coal company invited a renowned German chemist living in Baltimore to analyze its mining minerals. On this visit, Dr. Henry Froehling saw an opportunity. He took a risk and opened an office and a laboratory in Richmond. Soon after, Dr. Andrew Robertson, a Scottish-born chemist, joined Dr. Froehling and together they started what is today Froehling & Robertson, Inc. F&R's talented staff are in 10 offices throughout the Mid-Atlantic, each possessing the local resources needed to deliver the stellar client service and stellar service delivery our clients rightfully demand.

F&R is third-generation, family-owned and is a minority-owned Virginia SWaM certified business (#649650). Certificate included in Appendix.

Firm Name:	Froehling & Robertson, Inc.
Local Operation:	3015 Dumbarton Road, Richmond, VA 23228
Headquarters Location:	Richmond, Virginia (Headquarters)
Type of Ownership:	C Corporation, Established in 1881, incorporated in Virginia in 1924
Size:	Large, Minority-Owned
Number of Employees:	325 company-wide 217 in Virginia
FEIN:	[REDACTED]
Virginia DPOR:	0411000050 Engineering
Virginia SCC #	0027211-2
Affiliates or Subsidiaries:	N/A

#### SERVICES

- Environmental Services; Due Diligence and Industrial Hygiene Investigations
- Geotechnical Engineering
- Construction Materials Testing
- Special Inspections
- Drilling Services
- Value Engineering





## Section 3 - Narrative Statement

### Expertise, Qualifications, and Experience of the Firm

Established in 1881, with offices across Virginia, Maryland, and North Carolina for more than 140 years, F&R is a leading multi-disciplinary engineering firm that both predates and outlasts our competition. Froehling & Robertson, Inc. has been assisting our clients with their environmental challenges since 1985.

Since the very first project our environmental team tackled, our group of industrial hygienists, geologists, and environmental scientists has had a considerable reputation to uphold; F&R was already recognized as a leader in construction engineering and testing services for over a century. As such, we have been singularly focused on setting our firm apart from the pack by providing not just value and quality, but the client peace of mind that is only gained by knowing your projects are in capable hands.

In short, we believe that the following separates F&R from the competition:

- **EXCEPTIONAL EXPERTS.** Our Richmond and Roanoke operations center offer our clients the personal service of a local office backed by the resources of a 300+-person-strong engineering firm. Our size and location guarantees that each of our clients receives the top notch customer service they have come to expect. But at the same time, you can expect the far-reaching and innovative engineering and environmental expertise that has long made F&R one of the Mid-Atlantic's largest and most respected construction engineering firms
- **BOOTS ON THE GROUND (AND KNOWLEDGE OF YOUR PROJECTS).** F&R is proud to have successfully managed the responsibilities of this same contract since 2017. We are uniquely familiar with JMU's environmental and its administration, students, and stakeholders. We would be gratified to continue to contribute our expertise to the safety and progress of this progressive, yet historic campus.
- **THE RIGHT EXPERIENCE.** Company-wide, F&R has worked on hundreds of higher education projects. As a result, our firm has a thorough understanding of the expectations and procedures that will be required for this contract. Every environmental professional on staff has a degree in Engineering, Environmental Science, or applicable sciences, many with advanced degrees. We believe this is essential to providing the highest level of technical quality to our clients. Moreover, F&R takes training and licensure of our professionals very seriously. Each team member has an individually designed training program to meet their needs, as well as the needs of the company.
- **OUR COMMITMENT TO CONTINUING EDUCATION.** F&R's expertise is widely known throughout the A/E/C community and as such, we are approved by the Virginia Department of Professional and Occupational Regulation as licensed to provide environmental health and safety training and worker/ supervisor certification in the disciplines of asbestos, mold, lead based paint and other hazardous materials. Our environmental health and safety professionals instruct classes throughout Virginia – even our competitors rely on F&R for top notch training of their professionals.
- **A COMMITMENT TO SAFETY AND QUALITY.** F&R knows that the JMU puts safety first and foremost and we happen to agree. We don't compromise on the values that have defined us for more than 140 years. We believe that our longevity is a testament to our commitment to doing things the right way every time. F&R stays true to our principles, which form the core of our third-generation, family owned business: Quality, Integrity, and Stability.





## Section 3 - Narrative Statement

### Expertise, Qualifications, and Experience of the Firm

#### F&R Experience – James Madison University Campus

In addition to our extensive higher education experience throughout the Commonwealth of Virginia, F&R has provided environmental services and training for several recent projects on the JMU campus through contracts either directly with the university, or under contract with other firms, typically architects and civil engineers.

Recent JMU environmental projects include:

- Evaluation to Exposure of Formaldehyde
- 30 Hour OSHA Training Class
- Respirable Crystalline Silica - Personnel Sampling & Analysis
- Madison Hall Canopy
- USB Annex
- JMU College of Business
- JMU Convocation Center
- JMU Hotel and Conference Center

#### Personnel Assigned to Perform Work

As noted on the previous pages in this section, our environmental staff are experienced, educated and certified in their areas of expertise, and ready to go to work on JMU's campus to provide the high-quality environmental services you've come to expect.

The following pages provide an organizational chart that depicts our team and its reporting structure, followed by individual resumes for the staff who will be assigned to perform work under this contract.





## Section 3 - Narrative Statement

### Personnel Assigned to Perform Work - Org Chart/Resumes



Laboratory Partners



**Christy L. Slaw**  
*Director, Environmental Services  
Contract Manager/Primary Contact*



**E. Glenn Hargrove,**  
**CIH, CSP, PG, CHMM**  
*Director of Industrial Hygiene*



**Zach Parker, PMP**  
*Regional Manager Environmental/  
GeoEnvironmental Practice Leader*



**Alyssa Budlong, PG**  
*Environmental Due Diligence  
Practice Leader*



**Jesse Phillips, CIH, CSP**  
*Industrial Hygiene Practice Leader*



**Hillary Battle**  
*Project Manager/  
Environmental Scientist*



**Sam Bedinger**  
*Industrial Hygienist II*



**Andrew Smith**  
*Project Manager/  
Environmental Scientist*



**Luke Nelsen, PhD**  
*Industrial Hygienist*



**Lucas Powell**  
*Environmental Scientist*



### **Education**

B.S., Chemistry, North Carolina Wesleyan College, 1995

B.A., Environmental Sciences, North Carolina Wesleyan College, 1995

### **Formal Training**

Virginia Institute of Marine Science-USACOE Wetland Delineation Course

NIOSH 582 Sampling and Evaluating Airborne Asbestos Dust

Lead Inspector Technician

Asbestos Project Monitor/Designer

Asbestos Inspector

Lead Supervisor/Designer

OSHA Health and Safety Training - 29 CFR 1910.120

### **Years of Experience**

24 Years with F&R

26 Years Total

Christy Slaw directs the growth, strategic initiatives, and operations of the company's Environmental Services. Development and oversight of goals related to client service and expectations, consistency of deliverables, staffing models and utilization, and regional accountability are a fundamental part of this position. Additionally Ms. Slaw manages client relationships, assists with development of new business, coordinates proposal responses, and manages special projects. As a manager of special projects, Ms. Slaw is responsible for the direction and oversight of technical and administrative staff and actions related to large scale projects. These projects include Environmental Assessments and Industrial Hygiene related services. Her role also includes Quality Control of the project documents and deliverables, scheduling, internal and external communication and process management to ensure successful project completion.

### **Relevant Experience**

#### **James Madison University - Term Contract: Harrisonsburg, VA**

Contract Manager providing oversight of projects completed under this term contract since 2017. Projects included OSHA 30 Hour Training, Cadaver Lab Study, College of Business, Convocation Center and Paint Shop. Services included training, formaldehyde exposure assessment, limited hazardous materials testing, and asbestos containing materials and lead based paint consulting services.

#### **Virginia Community College System (VCCS): Statewide VA**

Ms. Slaw performed and managed Environmental Impact Reviews (EIRs) and industrial hygiene services in support of facility expansion and construction projects at numerous VCCS campuses. The EIR projects focused on NEPA issues including evaluation of impact to wilderness and wildlife areas; threatened/endangered species; sites of historical or cultural significance; wetlands and Waters of the US; and floodplain areas. Industrial hygiene services consisted of performing hazardous material surveys; lead-based paint assessments; NESHAP-compliant asbestos inspections; and asbestos abatement project monitoring services.

#### **Longwood University; Hardy House: Farmville, VA**

Served as project manager for Phase I ESA, asbestos, and lead-based paint services as well as Phase II services performed as part of the refurbishing of the facility containing the Office of Conferences and Scheduling.

#### **Various Financial Institutions: Mid-Atlantic Region**

Ms. Slaw has performed, managed, and/or acted as the technical lead for thousands of Phase I and Phase II Environmental Site Assessments (ESAs) on a variety of residential, commercial, and industrial properties including portfolio projects of over fifty sites spanning several states. These services included reconnaissance of the site and adjoining properties, interviews, and review of historical records and regulatory databases and files in an effort to identify evidence of recognized environmental conditions in connection with the site. The majority of these assessments also addressed business environmental risk concerns such as asbestos, lead-based paint, mold, erosion, and sediment control issues, wetlands, and floodplains.





### **Education**

B.S. Geology, Middle  
Tennessee State University,  
1985  
Graduate Studies, Geology  
Auburn University  
U.S. Army Vietnam War "Era"  
Veteran (1971-1974)

### **Certifications**

American Board of Industrial  
Hygiene, Certified Industrial  
Hygienist (CIH) #10730CP  
Certified Professional  
Geologist: VA #2801001809  
Certified Hazardous Materials  
Manager #12757  
Certified Safety Professional  
#CSP-32841

### **Virginia**

Asbestos Inspector  
#3303001281  
Asbestos Management  
Planner #33040000875  
Asbestos Supervisor  
#33020012164  
Asbestos Project Monitor  
#3309000070  
Asbestos Project Designer  
#3305000737  
Lead Risk Assessor  
#3356001155

### **Years of Experience**

35 Years

Mr. Hargrove is a Director of Industrial Hygiene with 35 years of consulting services experience. His experience dates back to the original days of the AHERA regulations when he performed polarized light microscopy for analysis of bulk material samples for asbestos. Since that time, he has conducted and supervised hundreds of projects involving asbestos inspections, management plans, abatement specifications and abatement project monitoring, triennial inspections, and responses to unplanned asbestos fiber release episodes. Much of that work took place in the K-12 public school arena, as Mr. Hargrove was the Project Manager for school county contracts in the State of Florida, including Hillsborough, Pinellas, Sarasota, Manatee, Hardee, Polk, and Pasco counties. He also has extensive experience with lead-based paint, mold and indoor-air quality, radon, hazardous materials, and infectious disease remediation.

### **Relevant Experience**

#### **James Madison University - Term Contract: Harrisonburg, VA**

Certified Industrial Hygienist providing formaldehyde exposure assessment at the Cadaver Lab, OSHA 30 Hour Training Course, and Hazardous Materials Assessments on the Convocation Center as well as the College of Business. Services included training, surveys for the identification of asbestos containing materials (ACM) and lead based paint (LBP).

#### **Longwood University - Wheeler Mall Steam Tunnel: Farmville, VA**

Mr. Hargrove provided asbestos consulting services for a Limited Asbestos Survey to identify Asbestos-Containing Materials (ACMs) that required appropriate removal, handling, and disposal procedures prior to scheduled renovation activities at the subject steam tunnel. This survey was to aid in the determination of health and safety requirements during the conduct of work which may impact identified materials.

#### **Virginia Tech - Rector Field House Renovations: Blacksburg, VA**

Mr. Hargrove provided review of the work plan for select abatement and additional removal of mercury-containing flooring in the Rector Field Office. The initial sampling was performed at the request of Virginia Tech in accordance with the March 2021 requirements for managing mercury in state owned buildings.

#### **University of Richmond - Queally Center: Richmond, VA**

Mr. Hargrove provided a limited indoor air quality survey at the Queally Center. Air samples were collected in order to evaluate the area of concern and the potential for impact to other areas.

#### **Randolph Macon College - Steam Tunnel: Ashland, VA**

Mr. Hargrove performed limited sampling for the identification of asbestos containing materials within portions of the two steam tunnels which run under the Randolph-Macon College campus. This survey was to aid in the determination of health and safety requirements during the conduct of work which may impact identified materials.



## **Industrial Hygiene Practice Leader**

*jphillips@fandr.com*



### **Education**

B.S., Environmental Science & Philosophy, Roanoke College

### **Registrations**

Certified Industrial Hygienist  
#12120 CP  
Certified Safety Professional  
#CSP-39711  
OSHA 40-Hour HAZWOPER  
29 CFR 1910.120

VA: Asbestos Supervisor  
Asbestos Inspector  
Asbestos Project Monitor  
Asbestos Project Designer  
Lead Risk Assessor

MD: Asbestos Inspector  
Asbestos Project Designer  
Lead Risk Assessor

NC: Asbestos Inspector  
Asbestos Project Designer

WV: Asbestos Inspector

DC: Lead Risk Assessor

DPOR Approved Lead and  
Asbestos Trainer

Geosynthetic Institute  
GCI-ICP Certified Inspector

### **Years of Experience**

16 Years with F&R  
19 Years Total

Jesse Phillips' primary focus areas include asbestos containing materials, lead-based paint, indoor air quality studies, including microbial assessments and remediation, and employee exposure. Mr. Phillips performs high-level project management, scoping, and technical QA/QC in support of environmental services across the company. He designs and performs a variety of services, including pre-renovation/demolition site inspections and assessments for the identification and delineation of environmental concerns, development of Operation and Maintenance (O&M) Plans, drafting of abatement specifications, and monitoring of abatement projects. Mr. Phillips provides expert witness testimony during litigation and provides guidance for owners, architects, and contractors. He provides senior project oversight and company-wide senior review of environmental reports and deliverables and has extensive experience performing Phase I and Phase II Environmental Site Assessments (ESAs), Environmental Impact Reviews, and subsurface investigations. Mr. Phillips develops site and groundwater maps, and has experience in groundwater remediation systems installation and operation, landfill construction quality assurance, and hydrological evaluations. He is also an approved trainer for several classes required by the U.S. Environmental Protection Agency (EPA) and the Virginia Department of Professional and Occupation Regulation (DPOR).

### **Relevant Experience**

#### **James Madison University - Term Contract: Harrisonburg, VA**

Certified Industrial Hygienist providing formaldehyde exposure assessment at the Cadaver Lab, OSHA 30 Hour Training Course, and Hazardous Materials Assessments on the Convocation Center as well as the College of Business. Services included training, surveys for the identification of asbestos containing materials (ACM) and lead based paint (LBP) which will be impacted by the planned demolitions; an asbestos abatement specification may be developed following the completion of the survey work based on the findings of the survey.

#### **Virginia Military Institute - Preston Library Renovation: Lexington, VA**

Mr. Phillips was the Practice Leader for the limited asbestos and lead-based paint survey in support of the planned renovations to Preston Library. The survey included services to identify Asbestos-Containing Materials (ACMs) and Lead-Based Paint (LBP) coatings that may require appropriate removal, handling, and disposal procedures prior to scheduled renovations. Once abatement activities were underway, Mr. Phillips conducted asbestos abatement and air project monitoring to establish and document compliance with the project specific specifications, OSHA, and EPA requirements concerning asbestos.

#### **Virginia Tech - Thomas & Monteith Hall Renovations: Blacksburg, VA**

Mr. Phillips served as Project Manager for the hazardous materials survey of these two academic halls prior to demolition and replacement. Once asbestos containing materials were identified, his team designed the remediation specifications and supervised removal of the materials.



### **Education**

B.S., Environmental  
Science and Geology, Mary  
Washington College, 2002

### **Registrations**

Project Management  
Professional #2905168

Virginia Accredited/Licensed  
E&S Control Inspector

Virginia Accredited/Licensed  
Asbestos Management  
Planner

Virginia Accredited/Licensed  
Asbestos Inspector

OSHA Health and Safety  
Training-29 CFR 1910.120

### **Years of Experience**

17 Years with F&R  
19 Years Total

Zach Parker manages a full service environmental and industrial hygiene consulting team servicing Virginia, Maryland, and DC. His duties include consultation with clients on regulatory and technical issues in support of their business processes including risk management; real estate acquisition and development; and industrial operations. Mr. Parker also serves as the Practice Leader for F&R's GeoEnvironmental services. In this capacity he provides technical direction and oversight; prepares proposals and scope of work documents; and reviews technical reports. He is also responsible for daily project management of larger, complex environmental investigative studies and assessment projects.

### **Relevant Experience**

#### **Virginia Commonwealth University - Institute of Contemporary Art: Richmond, VA**

Mr. Parker provided project management of the removal, sampling and reporting related to seven underground storage tanks both prior to construction and during the construction process. In addition, F&R managed the characterization and disposal of buried non-hazardous waste related to a former automotive repair facility previously located on-site. F&R also provided oversight of on-site segregation of petroleum contaminated soil from clean soil in an effort to minimize funds and effort spent disposing of contaminated soil offsite. The offsite disposal was coordinated with an approved facility and tracking of the removal/disposal was also provided by F&R field staff. Mr. Parker worked closely with VCU and the contract construction manager during this process.

#### **University of Mary Washington: Fredericksburg, VA**

Mr. Parker performed several Phase I ESAs prior to the construction of new facilities at UMW campus. These services included reconnaissance of the site and adjoining properties, interviews, and review of historical records and regulatory databases and files in an effort to identify evidence of recognized environmental conditions in connection with the site.

#### **Longwood University: Farmville, VA**

Mr. Parker performed and managed Phase I ESAs for numerous properties in the vicinity of the campus being acquired by the university and its real estate foundation.

#### **Virginia Community College System: Statewide, VA**

Mr. Parker performed several EIRs prior to the construction of new facilities at VCCS campuses. VCCS facilities where work was performed include Tidewater Community College and Piedmont Community College.

#### **Various Financial Institutions: Mid-Atlantic Region**

Ms. Parker has performed, managed, and/or acted as the technical lead for thousands of Phase I and Phase II Environmental Site Assessments (ESAs) on a variety of residential, commercial, and industrial properties including portfolio projects of over fifty sites spanning several states. These services included reconnaissance of the site and adjoining properties, interviews, and review of historical records and regulatory databases and files in an effort to identify evidence of recognized environmental conditions in connection with the site. The majority of these assessments also addressed business environmental risk concerns such as asbestos, lead-based paint, mold, erosion and sediment control issues, wetlands, and floodplains.





Alyssa Budlong, PG is the Environmental Due Diligence Practice Leader at F&R. In this role she is the technical lead and drives the strategic initiatives for the practice. She also serves as client manager for F&R's strategic banking clients, consulting with them on potential regulatory and technical issues in support of their risk management process. Her technical responsibilities include review and quality control of due diligence reporting in order to conform with client-specific scopes of work, risk management policies, and the ASTM standard. She is a licensed Professional Geologist with a comprehensive background in the environmental field including performing Phase I and Phase II environmental site assessments, remedial investigations, case management, rapid response actions, and geotechnical investigations. Alyssa is passionate about mentoring and training of junior staff and educating her clients.

### **Relevant Experience**

#### **Education**

M.S., Coastal Geology,  
University of South Florida,  
2004

B.S., Geology, James Madison  
University, 2002

#### **Registrations**

Professional Geologist  
Virginia # 2801001790

Virginia Licensed  
Asbestos Inspector  
#3303004372

OSHA 40-Hour Hazardous  
Waste Operations  
(HAZWOPER) Supervisor

RCRA Hazardous and Non-  
Hazardous Waste Training

Certified Radon Measurement  
Specialist #NRSB 16SS051

#### **Years of Experience**

10 Years with F&R  
17 Years Total

#### **Longwood University - Various Sites Due Diligence Services: Farmville, VA**

Mrs. Budlong has provided assessments, maintained the client and managed numerous sites under individual assessment contracts during her tenure at F&R. These assessments are typically related to site acquisition or redevelopment and include Phase I ESAs, Phase II ESAs, UST removal and industrial hygiene assessments. F&R has maintained this relationship since 2009.

#### **University of Richmond: Richmond, VA**

Ms. Budlong oversaw and conducted multiple limited radon sampling events at a local university as a part of their dormitory renovation projects. The sampling events included sampling before and after the installation of a new concrete slab in the basement of a dormitory, and sampling of a building that previously utilized a radon mitigation system in order to gauge current radon levels.

#### **Various Properties - Due Diligence and Geoenvironmental Services: Mid-Atlantic Region**

Ms. Budlong has performed and managed hundreds of Phase I and Phase II Environmental Site Assessments (ESAs) on a variety of residential, commercial, and industrial properties including portfolio projects of over one hundred sites spanning several states. These services included reconnaissance of the site and adjoining properties, interviews, and review of historical records and regulatory databases and files in an effort to identify evidence of recognized environmental conditions in connection with the site. The majority of these assessments also addressed business environmental risk concerns such as asbestos, lead-based paint, mold, erosion and sediment control issues, wetlands, and floodplains.

#### **King George County School District: King George, Virginia**

Ms. Budlong compiled a comprehensive radon sampling plan for the King George County School District, including three elementary schools, one middle school, one high school, and the school board office. The plan complied with EPA recommendations published in the Radon Measurements in Schools: Revised Edition published in 1993 (EPA 402-R-92-014).



## **Industrial Hygienist**

[dnelsen@fandr.com](mailto:dnelsen@fandr.com)



Dr. Nelsen's primary responsibilities include conducting industrial hygiene inspections, assessments, and sampling associated with property acquisitions, new constructions, and renovations in general accordance with regulatory standards. Dr. Nelsen performs field sampling for hazardous materials assessments, indoor air quality, and hazardous material inspections. He also assists in asbestos and lead based paint inspections as well as abatement monitoring. In addition, Dr. Nelsen has experience in construction monitoring, field testing and inspection for soils, concrete, and masonry.

### **Relevant Experience**

#### **University of Mary Washington - New Theatre Renovation: Fredericksburg, VA**

Dr. Nelsen is part of the F&R Team performing a Limited Regulated Materials Survey consisting of Asbestos-Containing Materials (ACM) and Lead-Based Paint (LBP) Surveys in addition to visual surveys for Polychlorinated Biphenyls (PCBs)-Containing fluorescent light ballasts, Chlorofluorocarbons (CFC)-Containing Equipment and Mercury-Containing Devices (MCD)) at the University of Mary Washington (UMW) campus in support of scheduled demolition and renovation activities.

#### **Virginia Military Institute - Resident's Quarter's Renovation: Lexington, VA**

Dr. Nelsen is part of the F&R Team performing the Asbestos Abatement Project Monitoring at 408 Parade Avenue in support of scheduled renovation activities within the building. F&R also performed professional industrial hygiene consulting services on an as needed basis during the project. Such services involved development or modification of work plans or specifications, drafting of letters, oversight and reporting, attendance at meetings, monitoring or testing, or other services as requested.

#### **Virginia Tech - Randolph Hall Renovation: Blacksburg, VA**

Dr. Nelsen is part of the F&R Team performing a Limited Regulated Materials Survey including, Asbestos-Containing Materials (ACM), Lead-Based Paint (LBP) Screening, and Other Regulated Materials Survey at Randolph Hall in support of scheduled demolition activities of the building. Randolph Hall consists of two construction dates, the west section was completed in 1952 and the east section was constructed in 1959. The structure is a two story structure with a basement and a built up membrane roof. Due to planned demolition activities, asbestos, lead-based paint, and other select regulated materials need to be evaluated in order to comply with various regulations.

#### **Liberty University - Montview Mansion: Lynchburg, VA**

Dr. Nelsen is part of the F&R Team performing a Limited Asbestos-Containing Materials (ACM) consulting services at the Montview Mansion where a planned Roof Replacement will impact known ACM. F&R will also perform testing within the structure to establish baseline concentrations of airborne asbestos fibers. F&R has also proposed optional sample collection of surface dust in the building in order to characterize the baseline composition of settled dust in select areas with respect to asbestos content; these samples could be archived for potential future use in the event that concern is expressed related to fugitive emissions of asbestos fibers into the building during the roof replacement.

### **Education**

Ph.D., Chemistry, University of  
North Carolina - Chapel Hill,  
2009

B.S., Chemistry, University of  
Wisconsin-Superior, 2002

### **Registrations**

Virginia  
Asbestos Inspector  
Asbestos Project Monitor  
Lead Risk Assessor/Paint  
Inspector

ACI Concrete Field Testing  
Level I

OSHA 10-Hour

Nuclear Gauge Safety

### **Years of Experience**

<1 Year with F&R  
1 Years Total



## **Industrial Hygienist II**

*sbedinger@fandr.com*



### **Education**

M.A., Environmental Studies,  
Virginia Commonwealth  
University, 2016

B.S., Environmental Studies,  
Washington College, 2013

### **Certifications**

Virginia

Lead Risk Assessor/Paint  
Inspector

Asbestos Inspector

Asbestos Project Monitor

Asbestos Project Designer

North Carolina

Asbestos Inspector

Mr. Bedinger is an Industrial Hygienist with experience in a variety of settings and with all aspects of field work and reporting. He performs asbestos inspections, indoor air quality (IAQ) sampling and investigations, worker exposure sampling, and assists with project monitoring services. Mr. Bedinger is adept in collecting data, managing data and providing conclusions and recommendations in a format that supports the client's needs. His training throughout the last three years has been directly under a Certified Industrial Hygienist and a Certified Safety Professional.

### **Relevant Experience**

#### **Virginia Military Institute - Preston Library Renovation: Lexington, VA**

Mr. Bedinger provided asbestos abatement project monitoring during renovation activities at Preston Library at VMI. This project took over 18 months and was conducted in phases during which the facility remained operational and used by cadets.

#### **Virginia Institute of Marine Sciences - Eastern Shore Laboratory Complex: Wachapreague, VA**

Mr. Bedinger provided asbestos abatement project monitoring on three structures (the garage storage shed #1, flammable storage shed, and the Administration Building) of the Virginia Institute of Marine Science (VIMS) Eastern Shore Laboratory Complex in Wachapreague, Virginia.

#### **Germanna Community College - Hazardous Materials Survey: Locust Grove, VA**

Mr. Bedinger assisted in sampling for identification of asbestos-containing materials and lead-based paint in preparation for demolition of a Community College building constructed in 1971 and three ancillary buildings.

#### **Paul D. Camp Community College - Hazardous Materials Survey: Franklin, VA**

Mr. Bedinger assisted in sampling for identification of asbestos-containing materials and lead-based paint in preparation for renovation of bathroom facilities.

#### **Virginia Department of Corrections - Virginia Correctional Centers ACA Surveys: Statewide, VA**

Mr. Bedinger served as Industrial Hygienist and performed the fieldwork for assessment of lighting, noise, and ventilation for statewide facilities in the Commonwealth of Virginia. The assessments were performed to assist the facilities with maintaining compliance with the American Correctional Association (ACA) standards. Each assessment involved field testing for lighting, noise, and ventilation in numerous areas and during both a standard day shift and a night shift. Areas tested included inmate housing unit day rooms, bunk areas, recreation rooms, special housing units (SHU) cells, medical areas, classrooms, and cafeterias.

### **Years of Experience**

3 Years with F&R

5 Years Total





**Education**

B.S. Biology, Virginia Military  
Institute, 2011

**Registrations**

Virginia  
Asbestos Inspector

OSHA Health and Safety  
Training-29 CFR 1910.120

**Years of Experience**

4 Years with F&R  
8 Years Total

Andrew Smith is an Environmental Scientist with five years of experience with F&R. His work has primarily been within the due diligence service line performing Phase I Environmental Site Assessments, aspects of Phase II Environmental Site Assessments and training to conduct Property Condition Assessments. He routinely performs monthly and quarterly wastewater monitoring/sampling for commercial and industrial clients and has experience with natural resources conducting wetland delineations. Andrew is a Virginia Licensed Asbestos Inspector who performs renovation and demolition surveys within the industrial hygiene practice. His duties also include daily project management of environmental investigative studies and assessments.

**Relevant Experience**

**Virginia Union University, Admiral Street, Petersburg, VA**

Mr. Smith was part of the F&R Team performing a Property Condition Assessment (PCA) for a 1.097 acre parcel which is a developed 22,228 SF one-story office/warehouse building. The survey focused on a description of the project site, site improvements such as pavements, walkways, drainage, landscaping and the interior/exterior of the building. The building will be evaluated as to the general condition of architectural and structural features with observations made to remark on foundation performances, load bearing components of the structures, the general conditions of roofing materials, mechanical and electrical systems, appliances, and interior finishes and fixtures.

**Virginia Commonwealth University - Sally Bell's Building: Richmond, VA**

Mr. Smith is part of the F&R Team providing UST Closure Consulting services related to the heating oil underground storage tank (UST) located at the Sally Bell's building. These services are being requested due to the planned closure of the UST as part of the demolition of the Sally Bell's building. The Property is a vacant building owned by VCU that is slated for demolition. A heating oil UST is present on-site which will be removed from the ground by the demolition contractor. VCU contacted F&R to solicit a proposal to provide environmental consulting support and observation during the UST closure process provided by Consultant.

**Various Commercial Banking Companies: Mid-Atlantic Region**

Performs Phase I Environmental Site Assessments (ESAs) on a variety of residential and commercial properties. These services include reconnaissance of the site and adjoining properties, interviews, and review of historical records and regulatory databases and files in an effort to identify evidence of recognized environmental conditions in connection with the site. The majority of these assessments also address business environmental risk concerns such as asbestos, lead-based paint, mold, erosion and sediment control issues, wetlands, and floodplains.





Hillary Battle's experience expands over a range of activities including Phase I Environmental Site Assessments and Transaction Screens as well as permitting and compliance with National Environmental Policy Act (NEPA) and asbestos inspections. Her duties at F&R include client communication, project maintenance and project management duties, coordination with field staff, and overseeing the report writing process to ensure on-time report delivery.

### ***Relevant Experience***

**Longwood University - Various Sites Due Diligence Services: Farmville, VA**  
Performed Phase I Environmental Site Assessments on sites under individual assessment contracts during her tenure at F&R. These assessments are typically related to site acquisition or redevelopment and include Phase I ESAs, Phase II ESAs, UST removal and industrial hygiene assessments. F&R has maintained this relationship since 2009.

**University of Mary Washington: Fredericksburg, VA**

Performed several Phase I ESAs prior to the construction of new facilities at UMW campus. These services included reconnaissance of the site and adjoining properties, interviews, and review of historical records and regulatory databases and files in an effort to identify evidence of recognized environmental conditions in connection with the site.

**Virginia Community College System: Statewide VA**

Performed several EIRs prior to the construction of new facilities at VCCS campuses. VCCS facilities where work was performed include Germanna Community College, Tidewater Community College, Southside Virginia Community College and various other campus throughout Virginia.

**Various Commercial Banking Companies: Mid-Atlantic Region**

Performs Phase I Environmental Site Assessments (ESAs) on a variety of residential and commercial properties. These services include reconnaissance of the site and adjoining properties, interviews, and review of historical records and regulatory databases and files in an effort to identify evidence of recognized environmental conditions in connection with the site. The majority of these assessments also address business environmental risk concerns such as asbestos, lead-based paint, mold, erosion and sediment control issues, wetlands, and floodplains.

### ***Education***

M.S., Environmental Management, University of Maryland, 2020

B.S., Marine Science, Coastal Carolina University, 2012

### ***Registrations***

EDR Due Diligence Certification

First Aid/CPR Certified

OSHA Hazard Recognition Training for the Construction Industry

Asbestos Inspectors License

Mold and Moisture Certification

Lead Renovation, Repair and Painting Initial Course Completion

### ***Years of Experience***

10 Years with F&R

10 Years Total



### **Education**

B.S. Environmental Studies,  
Randolph-Macon College,  
2016

### **Registrations**

Virginia  
Asbestos Inspector

OSHA 40-Hour  
HAZWOPER Training

24-Hour Asbestos  
Inspector Initial Training

Certified Radon  
Measurement Specialist

Lucas Powell is an Environmental Scientist with four years of environmental experience primarily in soil and groundwater assessments. He routinely performs monthly and quarterly waste stream monitoring/sampling for commercial and industrial clients. Lucas is a Certified Radon Measurement Specialist who performs radon assessments for multifamily residential, senior living, and public school systems. His duties also include permitting and compliance with National Environmental Policy Act (NEPA).

### **Relevant Experience**

#### **Virginia Military Institute: Lexington, VA**

Mr. Powell provided short term radon testing in three locations within seven residences on the VMI Post. A total of twenty-four samples were placed. Based on the initial sampling results, radon mitigation systems were installed. Short term post remediation samples were deployed and analysis confirmed that radon levels were below the EPA action levels.

#### **Retail Developments: Statewide, VA**

Mr. Powell performs soil and sub-slab vapor sampling at various commercial properties during redevelopment. Depending on the chemical concentrations detected in the soil and vapor samples, recommendations can include no further action, additional assessment, or a sub-slab depressurization (SSD) system incorporated into the building's redevelopment plans. Mr. Powell provides oversight during the installation of SSD systems as well as provides confirmatory ambient air sampling following completion of the SSD system installation.

#### **Former Industrial Complex Portfolio: Norfolk, VA**

Mr. Powell performed soil, groundwater, and soil-gas sampling for three industrial facilities in Norfolk, Virginia. The assessments were performed to determine baseline contamination as part of potential redevelopment planning. Mr. Powell also directed contractors as to where boring locations should be placed during drilling activities. Mr. Powell also assisted with preparing reports to determine if remedial actions were necessary for redevelopment of the properties.

#### **Telecommunication Tower Projects: Statewide, VA**

Mr. Powell assists with performing comprehensive NEPA/Section 106 consulting services at telecommunication sites throughout Virginia. NEPA/Section 106 includes an evaluation of impact to wilderness and wildlife areas, threatened/endangered species, historical and Native American religious sites, wetland or floodplain areas, and in some instances, evaluation of high intensity lighting and radio frequency radiation exposure. Mr. Powell's duties include performing onsite assessments and assisting with report.

### **Years of Experience**

3 Years with F&R  
4 Years Total

## SECTION 4

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### ***Attachment A***

*Offeror Data Sheet*  
*Attached References*



## 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 141 Months 6

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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See Attached References

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

Christy L. Slaw F&R - Richmond Office - 3015 Dumbarton Road, Richmond, VA 23228

Jesse Phillips F&R - Roanoke Office - 1734 Seibel Drive, NE, Roanoke, VA 24012

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: \_\_\_\_\_





## Section 4 - Offeror Data Sheet

### Attachment A - 3. References



#### **Virginia Military Institute**

Physical Plant  
110 Hines Plant  
Lexington, VA 24450  
Major Aaron T. Groah, Virginia Militia  
540.464.7021  
Contract: Department of General Services  
Term: >10 Years



#### **City of Roanoke - LEAD SAFE**

215 Church Avenue, SW, Suite 310  
Roanoke, Virginia 24011  
Katie Kennedy Program Manager, Lead Safe Roanoke  
540.853.5841  
Contract: Lead Safe  
Term: >10 Years



#### **Virginia Tech**

University Design and Construction  
90 Sterrett Facility complex (0129)  
Blacksburg, Virginia 24061  
Aaron Curfiss, PE, Project Manager  
540.231.3689  
Contract: Department of General Services  
Term: >10 Years



#### **Virginia Department of Corrections**

Water & Wastewater Infrastructure/IEMU  
Steve Pellei, PE, MBA, MCE  
Project Manager  
6900 Atmore Road  
Richmond, VA 23225  
[Steve.Pellei.vadoc.virginia.gov](mailto:Steve.Pellei.vadoc.virginia.gov)



#### **City of Roanoke**

Office of Environmental Management  
215 Church Avenue, SW, Suite 310  
Roanoke, Virginia 24011  
Chris Blakeman  
540.853.1173

## SECTION 5

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### *Attachment B: Small Business Subcontracting Plan*



## Section 5 - Small Business Subcontracting Plan

Attachment B

### ATTACHMENT B

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

**Offeror Name:** FROEHLING & ROBERTSON, INC. **Preparer Name:** Jackie Clingenpeel

**Date:** 5/31/2022

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

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 X

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 X No       

If yes, certification number: 649650 Certification date: 2/5/2018 - 2/5/2023

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

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***



# Section 5 - Small Business Subcontracting Plan

Attachment B (con't.)

## ATTACHMENT B (CNT'D)

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

Procurement Name and Number: Environmental & Industrial Hygiene Services (RFP# MPM-1153) Date Form Completed: May 31, 2022

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

Offeror / Proposer: FROEHLING & ROBERTSON, INC. 3015 Dumbarton Road, Richmond, VA 23228 Jackie Clingenpeel (804) 591-2703  
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)
SanAir Technologies Lab, Inc. 1551 Oakbridge Drive, Suite B Powhatan, VA 23139	Greg Smith (804) 897-1177	652931	Laboratory Services	TBD	TBD
James R. Reed & Associates 770 Pilot House Drive Newport News, VA 23606	Elaine Claiborne (757) 873-4703	5486	Analytical Lab	TBD	TBD

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

**RETURN OF THIS PAGE IS REQUIRED**



## SECTION 6

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### *VASCUPP Sales - Past 12 months*

**CONFIDENTIAL ANNUAL REVENUE (12 months)**

Order Date	Agency Name (VASCUPP)	Line Item Total
12 months	George Mason University	\$31,764.00
12 months	James Madison University	\$36,460.00
12 months	Longwood University	\$11,220.00
12 months	Radford University	\$20,411.00
12 months	The College of William & Mary	\$42,799.00
12 months	University of Mary Washington	\$9,389.00
12 months	University of Virginia	\$902,025.00
12 months	Virginia Commonwealth University	\$22,088.00
12 months	Virginia Military Institute	\$104,810.00
12 months	Virginia Polytechnic Institute and State University	587,511.00
	<b>Total</b>	<b>\$1,768,477.00</b>

## SECTION 7

---

### ***Pricing Schedule***

*RFP Completed Form X.  
Attached Rate Sheets*

**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>.

Add additional rows as needed to list all rates and fees for labor and services offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
<i>Supervisor</i> Labor Rate \$/hour		\$185.00							
<i>Inspector</i> Labor Rate \$/hour		\$110.00							
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
<i>Supervisor</i> Labor Rate \$/hour	*Overtime does not apply to professional services, however premiums may be charged for work								
<i>Inspector</i> Labor Rate \$/hour	after regular time including nights, weekends, holidays and emergency response.								

PRICING SCHEDULE BY ZONE										
<b>Analytical Services Rates</b>										
Service	Response Time	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
All zones are billed at the same rate; see attached unit rate schedule.										
<b>Occupational Health Services Rates</b>										
All zones are billed at the same rate; see attached unit rate schedule.										
<b>Building Inspection Services Rates</b>										
All zones are billed at the same rate; see attached unit rate schedule.										

Other Fees	
<b>Charge Card Processing Fees:</b>	0 %
*Subcontractor fees will be billed at cost +15%	
*Mileage and per diem – as necessary – shall be billed at GSA rates	
*Froehling & Robertson agrees that all sampling supplies, equipment, and other direct costs shall not include any mark-up when billed to the University.	





# Section 7 - Pricing Schedule

## Unit Rate Schedule

**Froehling & Robertson, Inc.**  
**2022 Unit Rate Schedule**  
**Environmental Professional Services**

Standard Environmental Classification	Quantity	Unit Type	Rate
<b>Phase I ESA and Phase II Assessment Services</b>			
Environmental Program Manager	1	hour	\$ 175.00
Senior Environmental Professional	1	hour	\$ 155.00
Environmental Geologist, PG	1	hour	\$ 140.00
Environmental Project Manager	1	hour	\$ 135.00
Environmental Scientist III/Staff Engineer/Geologist	1	hour	\$ 105.00
Environmental Scientist II	1	hour	\$ 95.00
Environmental Scientist I	1	hour	\$ 80.00
<b>Industrial Hygiene Services</b>			
Certified Industrial Hygienist	1	hour	\$ 185.00
Senior Industrial Hygienist	1	hour	\$ 165.00
Industrial Hygiene Project Manager	1	hour	\$ 135.00
Asbestos Abatement Designer	1	hour	\$ 100.00
Industrial Hygienist/Asbestos Inspector III	1	hour	\$ 110.00
Industrial Hygienist/Asbestos Inspector II	1	hour	\$ 95.00
Industrial Hygienist/Asbestos Inspector I	1	hour	\$ 85.00
Industrial Hygiene Technician	1	hour	\$ 80.00
<b>Wetland and Natural Resource Services</b>			
Senior Wetland Scientist	1	hour	\$ 155.00
Professional Wetland Scientist, PWS	1	hour	\$ 140.00
Environmental Project Manager	1	hour	\$ 135.00
Wetland Scientist III	1	hour	\$ 105.00
Wetland Scientist II	1	hour	\$ 95.00
Wetland Scientist I	1	hour	\$ 80.00
GIS Specialist	1	hour	\$ 90.00
GIS Operator	1	hour	\$ 75.00
<b>Equipment Fees</b>			
GPS Daily Equipment Fee	1	day	\$ 100.00
PID Daily Equipment Fee	1	day	\$ 125.00
XRF Lead Paint Detector	1	day	\$ 350.00
Moisture Meter/Psychrometer Equipment	1	day	\$ 25.00
Hygrometer	1	day	\$ 25.00
IR Camera	1	day	\$ 50.00
*Supplies	1	event	\$ 25.00
*Shipping	1	event	\$ 25.00



## Section 7 - Pricing Schedule

### Unit Rate Schedule

Standard Environmental Classification	Quantity	Unit Type	Rate
<b>Laboratory Services</b>			
Real Time ATP Sampling Equipment	1	day	\$ 225.00
Real Time ATP Sampling Media	1	sample	\$ 5.00
PCR Lab Analysis for COVID-19	1	sample	\$ 195.00
Lab Analysis for Bacteria	1	sample	\$ 60.00
Radon	1	sample	\$ 40.00
Swab Cultures (viable bacteria and fungi)	1	sample	\$ 35.00
Bulk Culture (viable bacteria and fungi)	1	sample	\$ 35.00
Air Culture (bacteria and fungi)	1	sample	\$ 60.00
Mold Spore Analysis-Air	1	sample	\$ 35.00
Mold Spore Analysis with Pollen, Dander, and Fiber - Air	1	sample	\$ 35.00
Mold Swab	1	sample	\$ 35.00
Mold-Direct	1	sample	\$ 35.00
Asbestos PLM (bulk-Standard TA)	1	sample	\$ 8.00
Asbestos PCM (air-Standard TA)	1	sample	\$ 8.00
Asbestos TEM (air-24-hour TA)	1	sample	\$ 200.00
Lead in Paint (bulk-Standard TA)	1	sample	\$ 8.00
Lead Dust Wipe (Standard TA)	1	sample	\$ 8.00
TCLP-Lead	1	sample	\$ 60.00

\*Subcontractor Fees will be billed at cost + 15%

\*Mileage and per diem as necessary will be billed at current GSA Rates

\*Sampling supplies, equipment rental and direct costs other than identified above shall not include mark-up when billed to the University

\*Regular time is defined as eight hours per day, Monday through Friday, between the hours of 7:00 am and 5:00 pm, excluding holidays. Overtime does not apply to professional services, however premiums may be charged for work after regular time including nights, weekends,

# SECTION 8

---

## ***APPENDIX***

*Invoicing and Proposal Examples  
Firm/Personnel Licenses and Certifications*



# SAMPLE INVOICE

Lump Sum



## FROEHLING & ROBERTSON, INC.

Engineering • Environmental • Geotechnical  
3015 Dumbarton Road  
Richmond, Virginia 23228-5831 USA  
T 804.264.2701 | F 804.264.1202 | AR@FandR.com  
Federal ID# [REDACTED]

Page 1 of 1  
Invoice Number 164347  
Invoice Date Mar 26, 2019  
PO Number EP2952228  
Contract  
Project 54-X-0048-  
Client Number JAM2962  
Payment Terms Net 30

Tom Contos  
James Madison University  
Room 202G, MSC 7008  
Harrisonburg, VA 22807  
United States

**Project**  
JMU 30 Hour OSHA Training Class  
Work through 03/26/2019

Manager Hargrove Ernest G

Current  
Amount

**Project** JMU 30 Hour OSHA Training Class  
Site Address: 131 West Grace Street, Harrisonburg, VA 22807

Phase	PSE-Training	4,200.00
-------	--------------	----------

Invoice Total	4,200.00
---------------	----------

Bill to: Dierkes Jean T

Approved By: Hargrove Ernest G

**Please note that our account information has changed!**

Remit to: By Mail to: 3015 Dumbarton Rd. Richmond VA 23228-5831  
Or by ACH payment to: **Routing** [REDACTED] **Account** [REDACTED]

B1012





# SAMPLE PROPOSAL

Lump Sum



3015 Dumbarton Road  
Richmond, Virginia 23228-5831  
T 804.264.2701 | F 804.264.1202

February 11, 2019

Hope Thompson  
Safety Training Coordinator  
James Madison University  
Office of Risk Management  
131 West Grace Street, Room 0110  
MSC 6703  
Harrisonburg, VA 22807  
(540) 568-4535 Office

RE: Proposal for **OSHA General Industry 30-Hour Training**  
JMU Campus  
Harrisonburg, Virginia

Dear Ms. Thompson:

Froehling & Robertson, Inc. (F&R) is pleased to submit this Proposal for providing the following services per your request.

## SCOPE OF SERVICES

F&R will provide one 30-hour OSHA General Industry Training class by an OSHA Outreach Instructor-General Industry for up to 12 students on March 18, 19, 20 and 21, 2019 from 08:00 am to 04:30 pm at your facility in Harrisonburg, Virginia.

## FEES

Fees include Trainers and training materials. The fee for the proposed training, as discussed above, will be \$4,200. This proposal was prepared in accordance with the terms and conditions within the existing Commonwealth of Virginia Standard Contract (Contract Number UCPJMU4893 dated June 28, 2017 and renewed April 27, 2018) between James Madison University and Froehling and Robertson.

## CLOSING

If you should have any questions concerning this Proposal, please contact me at 804.591.2753. This proposal and associated fee has been developed based upon our understanding of your request and needs. In order to proceed, please issue a Purchase Order referencing this proposal.

Sincerely,

 Christy Slaw  
Feb 11 2019 11:37 AM  
DocuSign

Christy Slaw  
Director of Environmental Services



DocuSign

E. Glenn Hargrove, CHMM, PG, CIH, CSP  
Director of Industrial Hygiene

Corporate HQ: 3015 Dumbarton Road Richmond, Virginia 23228 T 804.264.2701 F 804.264.1202 www.fandr.com

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# SAMPLE INVOICE

Time and Materials



## FROEHLING & ROBERTSON, INC.

Engineering • Environmental • Geotechnical  
3015 Dumbarton Road  
Richmond, Virginia 23228-5831 | USA  
T 804.264.2701 | F 804.262.8994 | AR@FandR.com  
Federal ID # [REDACTED]

Page 1 of 1

Invoice Number 169108  
Invoice Date Aug 07, 2019  
PO Number  
Contract  
Project 62-X-0204-  
Client Number JAM2962

Tom Contos  
James Madison University  
Room 202G , MSC 7008  
Harrisonburg, VA 22807  
United States

**Project**  
Respirable Crystalline Silica - Personnel  
Sampling & Analysis  
Work through 08/02/2019

Manager		Current Units	Rate	Current Amount
Hargrove Ernest G				
6/11/2019	Industrial Hygienist	6.00	70.000	420.00
6/11/2019	Industrial Hygienist	6.00	70.000	420.00
6/11/2019	Mileage	210.00	0.580	121.80
6/18/2019	Equipment and Shipping	1.00	100.000	100.00
6/19/2019	Sample Analysis	4.00	175.000	700.00
6/25/2019	Certified Industrial Hygienist	2.00	130.000	260.00
6/25/2019	Industrial Hygienist	3.00	70.000	210.00
7/2/2019	Environmental Senior Scientist	1.00	100.000	100.00
7/3/2019	Environmental Senior Scientist	0.25	100.000	25.00
<b>Invoice Total</b>				<b>2,356.80</b>

Billing To Date		2,356.80
Biller: Reed Virginia		Approved By: Hargrove Ernest G

**Please note that our account information has changed!**

Remit to: By Mail to: 3015 Dumbarton Rd. Richmond VA 23228-5831  
Or by ACH payment to: **Routing #** [REDACTED] **Account #** [REDACTED]



## FROEHLING & ROBERTSON, INC.

*Engineering Stability Since 1881*

1734 Seibel Drive, NE  
Roanoke, Virginia 24012  
T 540.344.7939 | F 540.344.3657

**F&R PROPOSAL NO: 1962-00673**

April 18, 2019

Mr. Michael Derrow, Construction Engineer  
[derrowmg@jmu.edu](mailto:derrowmg@jmu.edu)  
James Madison University  
181 Patterson Street;  
MSC 7004, Room 203  
Harrisonburg, VA 22807  
Office: 540.568.7127  
FAX: 540.568.3547  
Cell: 540.830.0280

Subject: Respirable Crystalline Silica - Personnel Sampling and Analysis  
OSHA Standard 1910.1053/1926.1153  
Concrete Activities  
Engineering/Geoscience-Room 1029  
James Madison University Campus  
Harrisonburg, Virginia

Mr. Derrow;

Froehling & Robertson, Inc. (F&R) is pleased to submit this Proposal for providing third-party Industrial Hygiene services during representative concrete "cooking" activities in order to conduct personnel exposure sampling for respirable crystalline silica (RCS). This proposal is presented in response to your request relayed during recent electronic mails.

### **1.0 BACKGROUND**

OSHA has promulgated worker protection guidance for RCS within 29 Code of Federal Register (CFR) for both the General Industry 1910.1053, and the Construction Industry 1926.1153, Respirable Crystalline Silica (Standards). It is F&R's understanding that certain activities at James Madison University (JMU) involve a variety of task functions that have the potential to create airborne RCS as part of their operations. One method of determining individual exposure to RCS is to conduct exposure testing to RCS which can be documented by way of 8-hour time weighted average (TWA) testing. F&R can perform personal sampling and evaluation of laboratory analyses for RCS during multiple activities that involve cooking of concrete.

### **2.0 SCOPE OF SERVICES**

#### **2.1. Personnel Monitoring**

F&R Industrial Hygiene staff will conduct the sampling event. It is anticipated that JMU will conduct activities associated with concrete with engineering controls in place. The monitored activity is considered

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Corporate HQ: 3015 Dumbarton Road Richmond, Virginia 23228 T 804.264.2701 F 804.264.1202 [www.fandr.com](http://www.fandr.com)

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representative of typical work during these activities. F&R will conduct personal air monitoring for RCS on three (3) JMU staff/students during the activity.

The samples will be analyzed for total respirable dust and total respirable crystalline silica using modified NIOSH 0600/7500 modified OSHA ID-142. The forms of silica will include quartz, cristobalite, and tridymite. The laboratory will possess the appropriate accreditations to support the validity of the analytical data. The analytical sensitivity of the method will allow comparison of the analytical data with the current Standard. F&R will submit one blank sample with the three (3) samples collected. The samples will be collected using parallel particle impactors (PPI) to collect the respirable dust that will be evaluated for silica content.

Following completion of work and receipt of the laboratory certificates of analysis, F&R will issue a report with a comparison of the analytical results to applicable regulatory and guidance thresholds. F&R does not propose to monitor the installation or provide comment on the potential for regulated areas, personal sanitation, and/or personnel safety.

### 3.0 FEES AND SCHEDULING

The work should be scheduled for a date that is representative of a typical work period. Observations and activities may warrant modification of our testing approach, to be determined in the field. F&R estimates the cost for these services to be **\$2,356.80**. A breakdown of the cost estimate is presented in the following table.

**Sampling Services Unit Rates and Anticipated Fees-JMU Rm 1029 Event:**

Activity	Unit	Rate	Anticipated Totals
Senior Professional/Project Manager	1	\$100/hour	\$100.00
Industrial Hygienist-Sampling ABS Event- fieldwork (8 hours) and report draft (4 hours)	15	\$70/hour	\$1,050.00
CIH Event 1-prep oversight, lab results review, report review, sign and seal	2	\$130/hour	\$260.00
Sample Analysis –Silica (includes 1 blank)	4	\$175/sample	\$700.00
Sampling Equipment and Shipping	1	\$125	\$125.00
Mileage	210	0.58	121.80
Estimated Total			\$2,356.80

The units utilized for the estimate are from the existing Commonwealth of Virginia Standard Contract (Contract Number UCPJMU4893 dated June 28, 2017-Renewal #1 April 27, 2018) between James Madison University and Froehling and Robertson.

Note that analytical costs used in this proposal may be subject to change with laboratory pricing at the time of analysis. Sample cost is based on standard turn-around time for the analysis (5-7 business days). Additional samples can be completed at the unit rates noted above if sufficient notice is provided to order supplies. The proposed amount for the sampling event assumes a work day of approximately eight hours. Further, should equipment failure, personnel absence, or other unforeseen circumstances prevent work,





expenses for time and materials would still be billed. The final invoice will be generated on a time and materials basis.

Our terms are net 10 days after date of invoice. Invoices not paid in full 30 days after invoice date are subject to a finance charge of 1 1/2% per month. This Proposal must be accepted within sixty (60) days in order for the stated prices to be effective. If accepted, these stated prices are subject to a negotiated increase after a one-year period.

#### **AUTHORIZATION**

We appreciate the opportunity to be considered for this project. In order to formalize an agreement for these services please provide a Purchase Order or other form of engagement in accordance with the contract. If you have any questions, please feel free to contact us.

Respectfully Submitted,  
**FROEHLING & ROBERTSON, INC.**

E. Glenn Hargrove, CIH  
Director of Industrial Hygiene

Jesse D. Phillips  
Senior Environmental Professional

cc: Marcella Mullinax



## 4.0 GENERAL CONDITIONS AND LIMITATIONS

Froehling & Robertson, Inc. by virtue of providing the services described in this proposal does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to any local, State, or Federal public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. Under this scope of services, F&R assumes no responsibility regarding response actions initiated as a result of these findings. F&R assumes no liability for the duties and responsibilities of the Client with respect to compliance with these regulations. The Client agrees to notify the appropriate local, State, or Federal public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment.

Our observations and recommendations will be based upon conditions readily visible at the site at the time of our site visit, analytical tests, and in general accordance with current accepted industry standards. Under this scope of services, suspect asbestos containing materials samples will be submitted for laboratory analysis. As with any similar survey of this nature, actual conditions exist only at the precise locations from which suspect samples were collected. Certain inferences are based on the results of this sampling and related testing to form a professional opinion of conditions in areas beyond those from which the samples were collected.

When hazardous materials or conditions are known, assumed or suspected to exist at a site, F&R is required to take appropriate precautions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to follow procedures that an engineer deemed prudent to minimize physical risks to employees and the public. The Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials or conditions may exist at the project site, the Client will inform F&R personnel.

Our services will consist solely of those described herein and will not be based upon scientific or technical tests or procedures beyond the scope of described services. These services may require decisions that are not based upon pure science but rather upon judgmental considerations. If pollutants are discovered that, in our sole opinion, pose unanticipated risks, it is hereby agreed that the scope of services, schedule and the estimated costs will be reconsidered and that this contract shall immediately become subject to renegotiation or, in the sole discretion of Froehling & Robertson, Inc., termination.



## The Board for Global EHS Credentialing (BGC)

through its vested authority, hereby confirms that

### Ernest Glenn Hargrove

has met all requirements of education, experience, and examination, and on-going maintenance set forth through the BGC's American Board of Industrial Hygiene's (ABIH\*) credentialing division for re-certification in the Comprehensive Practice of Industrial Hygiene and is thereby conferred the credential of

### Certified Industrial Hygienist® (CIH®)

The aforementioned individual is given all rights, privileges, and responsibilities as both a diplomate of the BGC and holder of the CIH credential, provided that the credential is not suspended or revoked, and it is renewed annually. Moreover, the holder must meet all recertification requirements, including the obligation to practice ethically as prescribed by the BGC.



Credential Number: 10730 CP

Award Date: May 6, 2015

Expiration Date: December 1, 2025

Cynthia Hanco, CIH  
Chair of the Board of Directors

Ulric K. Chung, MCS, PhD  
Chief Executive Officer and Secretary



## Board of Certified Safety Professionals

Upon the recommendation of the  
Board of Certified Safety Professionals,  
by virtue of the authority vested in it,  
has conferred on

**Ernest Glenn Hargrove**

the credential of

**Certified Safety Professional**

and has granted the title as evidence of meeting the qualifications and passing  
the required examination so long as this credential is not suspended or  
revoked and is renewed annually and meets all recertification requirements.

May 26, 2017

DATE ISSUED

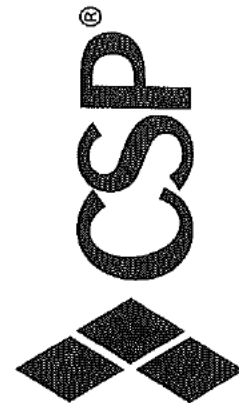
CSP-32841

CERTIFICATION NUMBER

BOARD PRESIDENT SIGNATURE

BOARD SECRETARY SIGNATURE

*Ernest M. Hargrove*  
BOARD SECRETARY SIGNATURE







THIS CERTIFIES THAT

**E. GLENN HARGROVE**

HAS SUCCESSFULLY MET ALL THE REQUIREMENTS OF EDUCATION, EXPERIENCE AND EXAMINATION, AND IS HEREBY DESIGNATED A

**CERTIFIED HAZARDOUS MATERIALS MANAGER®**  
**CHMM®**



**10/31/04**

DATE OF CERTIFICATION

**12757**

CREDENTIAL NUMBER

EUGENE A. GUILFORD, JR.  
EXECUTIVE DIRECTOR

**10/31/25**

CERTIFICATION EXPIRES

VALID SO LONG AS THIS CREDENTIAL IS RENEWED ACCORDING TO SCHEDULE AND IS NOT OTHERWISE REVOKED.






Accredited by the American National Standards Institute and  
the Council of Engineering and Scientific Specialty Boards







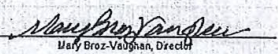
# CERTIFICATIONS AND LICENSES

RFP# MPM-1153: Licenses

<b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500		
<b>EXPIRES ON</b> 08-31-2022		<b>NUMBER</b> 3356001115
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS LEAD RISK ASSESSOR LICENSE</b>		
	<b>ERNEST GLENN HARGROVE</b> 5051 JONATHAN LANE ROANOKE, VA 24019	  Mary Broz-Vaughan, Director
Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a>		

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

<b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500		
<b>EXPIRES ON</b> 08-31-2023		<b>NUMBER</b> 2801001809
<b>BOARD FOR PROFESSIONAL SOIL SCIENTISTS, WETLAND PROFESSIONALS &amp; GEOLOGISTS CERTIFIED PROFESSIONAL GEOLOGIST</b>		
	<b>ERNEST GLENN HARGROVE</b> 5051 JONATHAN LANE ROANOKE, VA 24019	  Mary Broz-Vaughan, Director
Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a>		

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)




DPOR-LIC (02/2017)







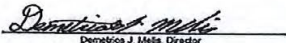
# CERTIFICATIONS AND LICENSES

RFP# MPM-1153: Licenses

<b>EXPIRES ON</b> 03-31-2023	<b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	<b>NUMBER</b> 3304000875
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS</b> <b>ASBESTOS MANAGEMENT PLANNER LICENSE</b>		
	<b>ERNEST GLENN HARGROVE</b> 5051 JONATHAN LANE ROANOKE, VA 24019	  Demetrios J. Melis, Director
Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a>		




(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

<b>EXPIRES ON</b> 02-28-2023	<b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	<b>NUMBER</b> 3302012164
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS</b> <b>ASBESTOS SUPERVISOR LICENSE</b>		
	<b>ERNEST GLENN HARGROVE</b> 5051 JONATHAN LANE ROANOKE, VA 24019	  Demetrios J. Melis, Director
Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a>		

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

<b>EXPIRES ON</b> 02-28-2023	<b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	<b>NUMBER</b> 3305000737
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS</b> <b>ASBESTOS PROJECT DESIGNER LICENSE</b>		
	<b>ERNEST GLENN HARGROVE</b> 5051 JONATHAN LANE ROANOKE, VA 24019	  Demetrios J. Melis, Director
Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a>		

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



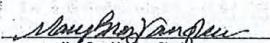
DPOR-LIC (02/2017)








# CERTIFICATIONS AND LICENSES

RFP# MPM-1153: Licenses

<b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500		<b>NUMBER</b> 3309001884
<b>EXPIRES ON</b> 08-31-2022		
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS</b> <b>ASBESTOS PROJECT MONITOR LICENSE</b>		
	<b>ERNEST GLENN HARGROVE</b> 5051 JONATHAN LANE ROANOKE, VA 24019	  Mary Broz-Vedghan, Director
Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a>		
(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)		DPOR-LIC (02/2017)

<b>COMMONWEALTH of VIRGINIA</b> Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500		<b>NUMBER</b> 3303001281
<b>EXPIRES ON</b> 03-31-2023		
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS</b> <b>ASBESTOS INSPECTOR LICENSE</b>		
	<b>ERNEST GLENN HARGROVE</b> 5051 JONATHAN LANE ROANOKE, VA 24019	  Demetrios J. Mello, Director
Status can be verified at <a href="http://www.dpor.virginia.gov">http://www.dpor.virginia.gov</a>		
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## The Board for Global EHS Credentialing<sup>®</sup> (BGC<sup>®</sup>)

through its vested authority, hereby confirms that

**Jesse D. Phillips**

has met all requirements of education, experience, and examination set forth through the BGC's American Board of Industrial Hygiene's (ABIH<sup>®</sup>) credentialing division for initial certification in the Comprehensive Practice of Industrial Hygiene and is thereby conferred the credential of

**Certified Industrial Hygienist<sup>®</sup> (CIH<sup>®</sup>)**

The aforementioned individual is given all rights, privileges, and responsibilities as both a diplomate of the BGC and holder of the CIH credential, provided that the credential is not suspended or revoked, and it is renewed annually. Moreover, the holder must meet all recertification requirements, including the obligation to practice ethically as prescribed by the BGC.



Credential Number: 12120 CP

Award Date: October 2, 2020

Expiration Date: June 1, 2026

Cynthia Hanko, CIH  
Chair of the Board of Directors



Ulric K. Chung, MCS, PhD  
Chief Executive Officer and Secretary



## Board of Certified Safety Professionals

upon the recommendation of the Board of Certified Safety Professionals,  
by virtue of the authority vested in it, has conferred on

**Jesse David Phillips**

the credential of

### Certified Safety Professional

and has granted the title as evidence of meeting the qualifications and passing  
the required examination so long as this credential is not suspended or revoked  
and is renewed annually and meets all recertification requirements.



*Jessie Stachel*  
Board President

*Christy Under*  
Board Secretary

May 21, 2021

Date Issued

CSP-39711

Credential Number



The digital badge is the official documentation of the certificate.





# CERTIFICATIONS AND LICENSES

RFP# MPM-1153: Licenses

COMMONWEALTH of VIRGINIA		
Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500		
EXPIRES ON 04-30-2023		NUMBER 3303003557
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS INSPECTOR LICENSE		
	JESSE DAVID PHILLIPS 5324 GOLDEN EAGLE LN ROANOKE, VA 24018	 
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EXPIRES ON 05-31-2023		NUMBER 3309001484
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS PROJECT MONITOR LICENSE		
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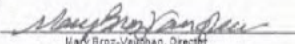
  

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EXPIRES ON 05-31-2023		NUMBER 3305001167
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RFP# MPM-1153: Licenses

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<b>EXPIRES ON</b> 06-30-2022	<b>NUMBER</b> 3356001002
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS LEAD RISK ASSESSOR LICENSE</b>	
	<b>JESSE DAVID PHILLIPS</b> 5324 GOLDEN EAGLE LN ROANOKE, VA 24018
	
 Mary Brock-Vaughan, Director	
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RFP# MPM-1153: Licenses



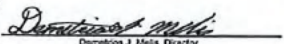
<b>COMMONWEALTH of VIRGINIA</b>		
Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500		
<b>EXPIRES ON</b> 08-31-2023		<b>NUMBER</b> 2801001790
<b>BOARD FOR PROFESSIONAL SOIL SCIENTISTS, WETLAND PROFESSIONALS &amp; GEOLOGISTS</b> <b>CERTIFIED PROFESSIONAL GEOLOGIST</b>		
	<b>ALYSSA SAINTJOHN BUDLONG</b> 3015 DUMBARTON ROAD RICHMOND, VA 23228	
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# CERTIFICATIONS AND LICENSES




RFP# MPM-1153: Licenses

<b>COMMONWEALTH of VIRGINIA</b>		
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<b>EXPIRES ON</b> 02-28-2023		<b>NUMBER</b> 3303004372
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS</b> <b>ASBESTOS INSPECTOR LICENSE</b>		
	<b>ALYSSA SAINTJOHN BUDLONG</b> 3015 DUMBARTON ROAD RICHMOND, VA 23228	  Demetrios J. Meis, Director
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<b>EXPIRES ON</b> 01-31-2023		<b>NUMBER</b> 3303003022
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS</b> <b>ASBESTOS INSPECTOR LICENSE</b>		
	<b>ZACHARY CARLTON PARKER</b> 10721 CORRENTY DRIVE GLEN ALLEN, VA 23059-0000	  <small>Demetrios J. Mella, Director</small>
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EXPIRES ON 02-28-2023		NUMBER 3356001221
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS LEAD RISK ASSESSOR LICENSE		
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EXPIRES ON 02-28-2023		NUMBER 3303004855
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS INSPECTOR LICENSE		
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EXPIRES ON 01-31-2023		NUMBER 3302013610
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS SUPERVISOR LICENSE		
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## DPOR License Lookup License Number 3309002106

### License Details

<b>Name</b>	NELSEN, DUSTIN LUKE
<b>License Number</b>	3309002106
<b>License Description</b>	Asbestos Project Monitor License
<b>Rank</b>	Asbestos Project Monitor
<b>Address</b>	ROANOKE, VA 24015
<b>Initial Certification Date</b>	2022-01-21
<b>Expiration Date</b>	2023-01-31

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EXPIRES ON 09-30-2022		NUMBER 3303004567
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS INSPECTOR LICENSE		
	SAMUEL DAVIES BEDINGER 6422 CHENAULT WAY MECHANICSVILLE, VA 23111	
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EXPIRES ON 01-31-2023		NUMBER 3305001378
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS PROJECT DESIGNER LICENSE		
	SAMUEL DAVIES BEDINGER 6422 CHENAULT WAY MECHANICSVILLE, VA 23111	
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EXPIRES ON 12-31-2022		NUMBER 3309002006
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS PROJECT MONITOR LICENSE		
	SAMUEL DAVIES BEDINGER 6422 CHENAULT WAY MECHANICSVILLE, VA 23111	
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EXPIRES ON 02-28-2023		NUMBER 3356001218
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS LEAD RISK ASSESSOR LICENSE		
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# CERTIFICATIONS AND LICENSES




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<b>EXPIRES ON</b> 04-30-2023		<b>NUMBER</b> 3303004506
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS</b> <b>ASBESTOS INSPECTOR LICENSE</b>		
	<b>ANDREW KENNETH SMITH</b> 1400 WESTOVER GARDENS BOULEVARD RICHMOND, VA 23225	  <small>Deborah J. Mello, Director</small>
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# CERTIFICATIONS AND LICENSES

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<b>EXPIRES ON</b> 10-31-2022		<b>NUMBER</b> 3303004596
<b>BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS</b> <b>ASBESTOS INSPECTOR LICENSE</b>		
	<b>LUCAS HUNTER POWELL</b> 7334 SANDY LN MECHANICSVILLE, VA 23111	  Mary Brock Vaughan, Director
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# CERTIFICATIONS AND LICENSES

RFP# MPM-1153: Licenses





## For More Information

**Christy Slaw**

*Director, Environmental Services*

E: [cslaw@FandR.com](mailto:cslaw@FandR.com)

T: 804.264.2701

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# Request for Proposal

## **RFP# MPM-1153**

**Environmental & Industrial Hygiene Services**

**5/2/2022**



# ***REQUEST FOR PROPOSAL***

## ***RFP# MPM-1153***

**Issue Date:** May 2, 2022

**Title:** Environmental & Industrial Hygiene Services

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

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

**Sealed Proposals Will Be Received Until 2:00 PM on May 31, 2022 for Furnishing The Services Described Herein.**

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** No pre-proposal meeting for this solicitation.

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, [morrismp@jmu.edu](mailto:morrismp@jmu.edu); 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
*(Signature in Ink)*

Name: \_\_\_\_\_  
*(Please Print)*

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Web Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

# ***REQUEST FOR PROPOSAL***

*RFP # MPM-1153*

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide, but not be limited to, asbestos and lead environmental consultation, project design, management, inspection, monitoring, and testing services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University is a public, comprehensive university of approximately 20,181 students, 924 full-time teaching faculty and 1,238 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,137 people located in the heart of the scenic and historically rich Shenandoah Valley. The University is known for the high quality of its academic programs, its commitment to liberal arts education and its extremely competitive admissions process.

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

## **III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION**

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

## **IV. STATEMENT OF NEEDS**

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

D. Scope of Services:

- a. AHERA compliant Asbestos inspection, monitoring, and testing; to include:
  - i. Inspection and reporting on buildings and components
  - ii. Hazard assessment and reporting
  - iii. Abatement project designs and specifications
  - iv. Abatement project monitoring
  - v. Post-abatement final clearance
  - vi. Analytical laboratory services (PCM, TEM, SEM, PLM)
  - vii. On-site sample collection and testing
  - viii. Operations and maintenance plans
  - ix. Regulatory consultation services
  - x. Media relations services
- b. Lead-based paint services; to include:
  - i. Development of testing protocols
  - ii. Lead and lead base paint inspection and testing
  - iii. Lead hazard assessment
  - iv. Abatement project designs and specifications
  - v. Abatement project monitoring
  - vi. Abatement final clearance inspection and testing
  - vii. Re-occupancy certification
  - viii. Waste disposal characterization and consultation
  - ix. Laboratory analytical services
  - x. On-site sample collection and testing
  - xi. Regulatory consultation services
  - xii. Media relations services
- c. Industrial hygiene services; to include:
  - i. Indoor air quality surveys
  - ii. Industrial hygiene surveys
  - iii. Air and employee monitoring for hazardous substances
  - iv. Inspection and evaluation of mechanical systems
  - v. Microbiological contaminant inspections
  - vi. Moisture intrusion surveys and reporting
  - vii. PCB testing, analysis, and reporting
  - viii. Noise monitoring and hearing conservation programs
  - ix. Radon testing and remediation design and inspection
  - x. Indoor lighting surveys
  - xi. Laboratory analytical services
  - xii. Ionizing and non-ionizing radiation testing and remediation design and inspection.
  - xiii. On-site air sampling and testing
  - xiv. Regulatory compliance consultation
- d. Compliance Plans
  - i. Health and Safety
  - ii. HAZCOM
  - iii. Respiratory protection
  - iv. Hearing conservation
  - v. Periodic air monitoring

- e. Compliance Consultation for EPA and Virginia regulations
  - i. EPA Clean Air Act
  - ii. EPA AHERA
  - iii. EPA RCRA
  - iv. OSHA asbestos, lead, and other standards
  - v. OSHA HAZCOM standards
  - vi. SARA title III reporting requirements
  - vii. Virginia DPOR, DOLI, DEQ, DOT, and DCR regulations
  - viii. 40 CFR part 262; Standards for Hazardous Waste
  - ix. 40 CFR part 273; Standards for Universal Waste Management
  - x. 49 CFR part 172; Hazardous Material Communications
- f. Phase I and II Environmental Site Assessments and Audits
  - i. Site visits
  - ii. Scope of services development on a per-project basis
  - iii. Complete historical site research
  - iv. Copies of plats, surveys, aerial photographs, and ownership history
  - v. Identification and delineation of subsurface contamination
- E. Contractor shall comply with all applicable federal, state, local, and University regulations in the performance of these services.
- F. Contractor shall have sufficient resources to be able to work multiple jobs at the same time.
- G. Describe in detail your approach to each of the following items and include all associated costs.
  - a. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.
  - b. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.
  - c. Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, services performed, and contact information.
  - d. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.
  - e. Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.
  - f. Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.
  - g. Describe invoicing procedure. Provide a sample invoice and proposal.
  - h. Identify other services offered to James Madison University and the associated costs.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (*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’s proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who 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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

**VI. EVALUATION AND AWARD CRITERIA**

**A. EVALUATION CRITERIA**

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

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

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

## **VII. GENERAL TERMS AND CONDITIONS**

- 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.)*

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

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Absestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.]	\$2,450,000 per occurrence; \$4,250,000 aggregate
Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the <i>Code of Virginia</i> ( <a href="https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/">https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/</a> ) §8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

- 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](http://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](http://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](http://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](http://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. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

## **IX. METHOD OF PAYMENT**

The contractor will be paid 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>.

Add additional rows as needed to list all rates and fees for labor and services offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
<i>Supervisor</i> Labor Rate \$/hour									
<i>Inspector</i> Labor Rate \$/hour									
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
<i>Supervisor</i> Labor Rate \$/hour									
<i>Inspector</i> Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE										
Analytical Services Rates										
Service	Response Time	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Occupational Health Services Rates										
Building Inspection Services Rates										

Other Fees	
<b>Charge Card Processing Fees:</b>	<b>%</b>

## **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 E: [JMU Design & Construction Guidelines](#) (dated 8/1/2020)



## 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

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