



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6375

This contract entered into this 27th day of June 2022, by ECS Mid-Atlantic 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: Salvatore V. Fiorentino
(Signature)

Salvatore V. Fiorentino
(Printed Name)

Title: President

PURCHASING AGENCY:

By: Michael Morrison
(Signature)

Michael Morrison
(Printed Name)

Title: Buyer Senior

RFP# MPM-1153 INDUSTRIAL & ENVIRONMENTAL HYGIENE

6/27/2022

The Primary Point of Contact for this Contract is:

Christopher Chapman
Director of Industrial Hygiene
1-804-258-2101
cchapman@ecslimited.com

CLARIFICATIONS:

1. The University expects that all labor role pricing will be considered complete and include all forms of overhead such as benefits, insurance, etc. as needed for that role. Please acknowledge that the price you are providing to JMU will be the price invoiced for work under this contract.

Answer: All labor role pricing will be inclusive of benefits and associated overhead costs and the prices quoted on the attachment will be the fully loaded rates that ECS will invoice under this contract. As with our other state contracts and as identified in VIII. Special Terms and Conditions, Section F, any price adjustments will only occur at the time of contract renewal in conformance with the CPI-W section of the Consumer Price Index for the latest twelve- month period.

2. In terms of travel, JMU must abide by GSA rates and no other substitute or expenses are acceptable. Please acknowledge that this is acceptable.

Answer: ECS has no objection to the use of the GSA rates for travel and we use this same process on our VDOT statewide contract. Yes, JMU will only be billed GSA rates for travel reimbursement.

3. 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: Acknowledged. ECS has no objection to the 10% limitation of mark up for subcontractor fees. We will be happy to provide backup subcontractor invoices for all services rendered if requested. This is the same markup and process that we regularly work under for our contracts with various school districts and other institutions of higher learning.

NEGOTIATION SUMMARY

ECS MID-ATLANTIC, LLC

4. As a state institution, JMU cannot award contracts with pricing on the basis of “cost plus a percentage of cost.” This is covered by Section 2.2-4331 of the Code of Virginia. (<https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4331/>) Please acknowledge that all equipment and materials charged to the University will be done so at your normal pricing with no added “percentage of cost.”

Answer: Understood and acknowledged. As with our VDOT statewide contract, we regularly provide a direct passthrough of cost on rented equipment and expendables. In the case of ECS owned equipment, we follow the “usual and customary” pricing model. We evaluate the rental cost from several vendors in the area and then price our equipment at the lowest of the rental rates as our normal pricing schedule. VDOT has obtained significant cost savings in this manner as it eliminates the need for shipping charges associated with rental equipment.

PRICING SCHEDULE:

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

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LABOR & MISC.

	PRICING SCHEDULE BY ZONE								
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*									
<i>Certified Industrial Hygienist</i> Labor Rate \$/hour		\$165.00							
<i>Certified Hazardous Materials Manager</i> Labor Rate \$/hour		\$145.00							
<i>Project Manager</i> Labor Rate \$/hour		\$125.00							
<i>Radon Measurement Specialist</i> Labor Rate \$/hour		\$125.00							
<i>Asbestos/Lead Designer</i> Labor Rate \$/hour		\$115.00							
<i>Environmental Scientist</i> Labor Rate \$/hour		\$95.00							
<i>Industrial Hygienist</i> Labor Rate \$/hour		\$95.00							
<i>Asbestos/Lead Inspector</i> Labor Rate \$/hour		\$105.00							
<i>Project Monitor</i> Labor Rate \$/hour		\$68.00							

NEGOTIATION SUMMARY**ECS MID-ATLANTIC, LLC****Overtime/Emergency Labor Rates (Outside of Regular Time working hours)***

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			\$13.75							
Swab Cultures/sample (viable bacteria & fungi)			\$69.58							
Bulk Cultures/sample (viable bacteria & fungi)			\$69.58							
Air Culture/sample (bacteria & fungi)			\$56.38							
Air Culture/sample (chemicals) (TO-15)			\$253.00							
Spore Analysis/sample			\$20.35							
Fungal Swabs/sample			\$17.60							
Other Direct Read Instrumentation/sample			\$200.00							
PLM (bulk asbestos – standard TA)/sample			\$7.43							
PCM (air asbestos – standard TA)/sample			\$6.05							
TEM (air asbestos – 24 hour)			\$99.00							
Lead in Paint (bulk) Standard TA/sample			\$6.16							
XRF Lead Paint Detector/day			\$350.00							

Other Fees/Charges

Charge Card Processing Fee: 0.00%

Modification to Terms and Conditions

Incorporated RFP; Section VIII. Special Terms and Conditions, Item N. Indemnification, page 18

The word "defend" is struck and is replaced with "reimburse for costs."

Michael Morrison
Commonwealth of Virginia
James Madison University
752 Ott Street, Wince Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

James Madison University

Request for Proposal: Environmental and
Industrial Hygiene Engineering Services

RFP# MPM-1153

May 31, 2022 2:00PM

GUTS



GEOTECHNICAL

CONSTRUCTION MATERIALS



RESILIENCE

INITIATIVE



ENVIRONMENTAL

FACILITIES



TENACITY



ECS Mid-Atlantic, LLC
4004 Hunterstand Court, Suite 102
Charlottesville, VA 22911
T 434.973.3232
www.ecslimited.com

May 31, 2022

Michael Morrison
Commonwealth of Virginia
James Madison University
752 Ott Street, Wince Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

RE: ECS Mid-Atlantic, LLC – Response to Request for Proposal for Environmental and Industrial Hygiene Engineering Services RFP# MPM-1153

Dear Mr. Morrison;

As requested, ECS Mid-Atlantic, LLC is pleased to present the following proposal for providing environmental and industrial hygiene services for the James Madison University (JMU).

ECS embodies its philosophy of “Setting the Standard for Service” by using technology and experience to assist clients in the development of cost-effective, practical solutions. For over three decades, our engineering consulting services have helped our clients meet project requirements and deadlines.

ECS has been providing these professional services in the Commonwealth of Virginia since 1988. Our team has the experience, depth of resources, and expertise that will enable JMU the ability to achieve their project goals in the most cost-efficient manner possible.

Mr. Chris Chapman, CIH is the Contract Manager and main point of contact to discuss any questions related to the information presented in our proposal and/or to provide any clarifications or additional information that may be required. Mr. Chapman will also be assisted by ECS-MA Secondary POC Mr. Jason Beck, LRS, CPG, Senior Environmental Project Manager located in our Winchester, VA office.

We appreciate the opportunity to submit and look forward to working with you again. Please feel free to contact us if you have any questions or would like to discuss our response.

Respectfully Submitted,

ECS MID-ATLANTIC, LLC



Christopher Chapman, CIH
Director of Industrial Hygiene
804.258.2101 (cell)
cchapman@ecslimited.com

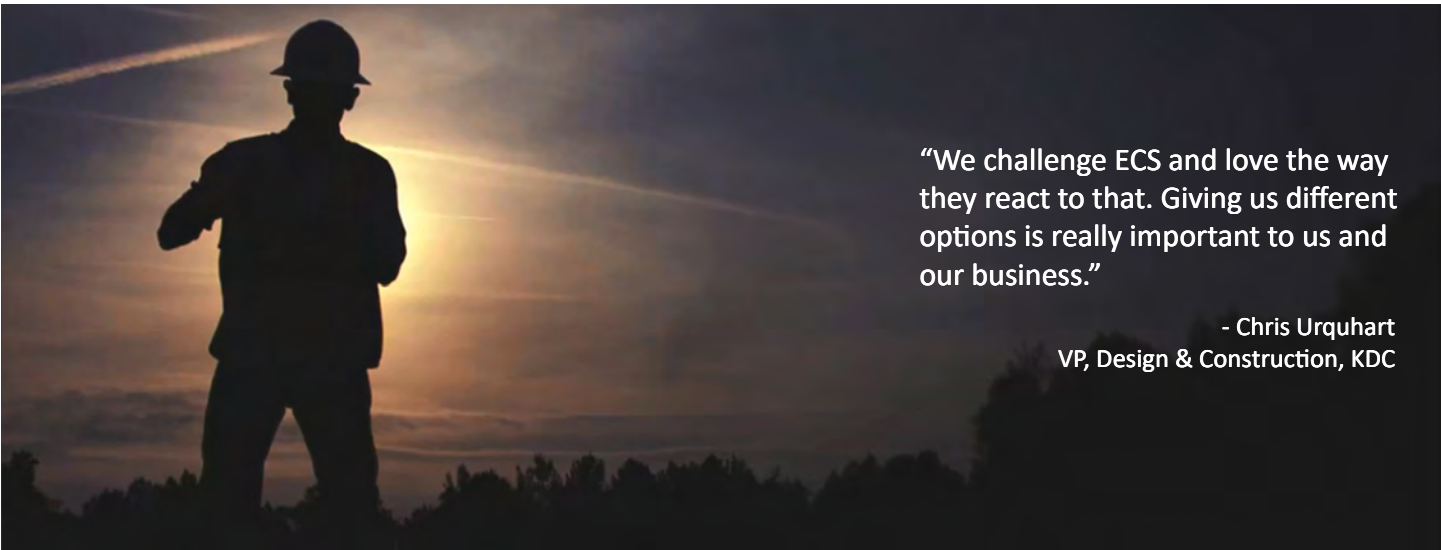


**BY THE
NUMBERS**

200+
Higher Education
Projects - Past 5 Years

640+
Educational Projects
in Mid-Atlantic
Past 5 Years

100%
Ready for More



“We challenge ECS and love the way they react to that. Giving us different options is really important to us and our business.”

- Chris Urquhart
VP, Design & Construction, KDC

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TAB 1 - RFP TITLE PAGE

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; 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:

4004 Hunterstand Court, Suite 102

Charlottesville, VA 22911

By:


(Signature in Ink)

Name: Christopher Chapman, CIH
(Please Print)

Date: 5/30/22

Title: Director of Industrial Hygiene

Web Address: www.ecslimited.com

Phone: 804.757.5102

Email: cchapman@ecslimited.com

Fax #: 804.258.2101

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





Tab 2

Plan and Methodology

TAB 2 - PLAN AND METHODOLOGY

ECS understands the complexities of higher education projects and the requirement for responsiveness and budget management as well as adhering to strict schedules. By careful management, reliance on our experience, and use of business metrics, we have and can achieve both project and client goals.

To meet the goals and needs of James Madison University (JMU), ECS will have a dedicated experienced Contract Manager, the appropriate technical resources, project management tools, and an experienced Project Team that can effectively cover all aspects of the various tasks anticipated for the execution of this contract. ECS consistently provides accurate anticipated project task durations and updated timelines to clients. We will work with JMU personnel to develop anticipated project schedules and communicate regularly with the team to ensure each task goal is met.

ECS understands and expects that with this Term Contract for Environmental and Industrial Hygiene Services there may be several task orders going on concurrently. There may also be emergency situations that arise requiring our services. Our plan, as always, is to provide a single point-of-contact to expedite project work. The primary point of contact for requesting services from ECS is proposed to be Chris Chapman, CIH. Mr. Chapman is the Director of Industrial Hygiene with ECS who has more than thirty years of experience managing public school and higher education system industrial hygiene services and manages the local industrial hygiene team at ECS. Assisting Mr. Chapman will be Mr. Andre Steurer, who has more than twenty years of experience in industrial hygiene and serves as a Senior Environmental Project Manager in the local Winchester, VA ECS office.

Within 48-hours of the receipt of a request from JMU, Mr. Chapman will identify a local Project Manager from ECS with both the appropriate technical background and availability to respond to JMU's request for support or services. As necessary, the designated ECS Project Manager and Mr. Chapman will coordinate with JMU to evaluate the task-at-hand, the proposed project approach, schedule, and budgetary considerations and constraints. ECS will submit a lump-sum proposal for each task based upon the scope of services requested by JMU. As always, these task order proposals are prepared at no cost to JMU.

ECS' 'bench depth' of certified industrial hygienists, licensed inspectors, and trained technicians will ensure ECS can assign the right people at the right time to each project, all with in-house professional staff. ECS will not have any need for subcontracted labor to supplement our staff under this contract. However, if the opportunity arises, ECS will subcontract to small/disadvantaged businesses as described further later in this response.

ECS' industrial hygiene team has specific local expertise and experience with local, state, and federal regulations and requirements and has a track record of excellent performance within the area. This team approach provides consistency, ease of communication, familiarity, and an opportunity for mentoring, as well as a sense of ownership and pride of work. The quality of the ECS team's activities and deliverables will be enhanced by adherence to our project-specific Quality Assurance / Control Plans.

Our experience managing local higher education and public school multi-year term contracts enables us to successfully execute even the most complex environmental and industrial hygiene consulting projects.

APPROACH

Asbestos-Containing Materials

ECS' asbestos-containing materials surveys in occupied school buildings are generally non-invasive/non-destructive in nature. Because our team has more than a decade of recent experience working for northern Virginia public school systems as well as Frederick County Public Schools (FCPS) in the Shenandoah Valley, ECS is aware of the need to perform bulk sampling in discrete areas to limit disruptions to daily operations. Our asbestos surveys are conducted by EPA accredited and licensed Commonwealth of Virginia asbestos inspectors to identify and sample suspect asbestos-containing materials in general accordance with EPA Standard 40 CFR 763, Sub Part E, Asbestos Hazard Emergency Response Act (AHERA) and OSHA Standard 29 CFR 1926.1101 Inspection Protocol.



TAB 2 - PLAN AND METHODOLOGY

Samples collected during our assessments are submitted to a laboratory accredited by the U.S. Department of Commerce, National Institute of Standards and Technologies, National Voluntary Laboratory Accreditation Program (NVLAP) and licensed by the Commonwealth of Virginia for bulk asbestos identification by polarized light microscopy (PLM) for analysis by PLM in accordance with EPA testing methods.

Lead-Based Paint

ECS utilizes licensed Commonwealth of Virginia Lead Inspectors to perform lead-based paint surveys. The surveys are performed in general accordance with applicable state and federal regulations utilizing ECS-owned equipment. Testing to determine the lead concentration of painted surfaces is performed using an Alpha-Series x-ray fluorescence (XRF) spectrum analyzer. The Alpha-Series XRF is a hand-held portable lead detector, designed to obtain accurate, non-destructive measurements of lead concentrations in paints and coatings. ECS' investment in this equipment alleviates the need for costly equipment rentals or long laboratory analysis wait times. ECS' lead-based paint testing equipment provides instant on-site results for the presence of lead.

Indoor Air Quality Assessments

ECS believes Indoor Air Quality Assessments should take a holistic approach to evaluate multiple potential concerns, ultimately identifying the underlying cause (or causes) of the problem(s). A key factor is understanding the nature of the complaints by interviewing building occupants or appropriate facilities personnel. In general, solutions must be approached analytically and scientifically to find more successful, cost-effective measure(s) to address the underlying indoor air quality complaint. It is important to note that, there are some instances where our investigation does not find

an environmental concern. In these instances, we will stand behind our findings and report the data. There are numerous studies that show poor indoor air quality perception can be influenced by social factors, poor working conditions, lack of comfort and/or space, etc. and are not necessarily related to an environmental factor.

One of the most common causes of indoor air quality complaints is mold. Molds that are normally present on surfaces will amplify with adequate moisture. Therefore as part of any remediation protocol, identification of the moisture intrusion source(s) is key because before any mold problem can be corrected, the source(s) of moisture intrusion need to be identified and corrected. ECS routinely responds to moisture intrusion events to delineate water impacted building materials so that the amount of building material (such as drywall, flooring, insulation, etc.) requiring removal is quantified and minimized. ECS' building envelope specialists can assist with the diagnosis and corrective measures needed to address systemic moisture intrusions within buildings. As needed, our staff of industrial hygienists can also perform sampling (air, surface, bulk, etc.) to help determine the presence, type and quantity of fungal spores in the environment. Using this data, ECS staff can prepare remediation guidelines to address building contamination.

ECS' experience in Indoor Air Quality Assessments and Mold Assessments provides us the expertise to address many types of concerns regarding Indoor Air Quality in a school, library, office, and/or maintenance facility.

Drinking Water Sampling

ECS understands that schools and universities with older buildings are under increased scrutiny about the quality of water within schools. ECS provides experienced professionals to perform drinking water sampling in general conformance with the EPA's Lead and Copper Rule (LCR), and Code of Virginia Title 22.1-135.1 which requires the school board to develop and implement testing plans and, if necessary, remediate potable water from sources identified by the EPA as high priority for testing.

ECS has experience with the complicated process of profiling entire school systems and has a consistent record of delivering timely and thorough results. ECS recently assisted Frederick County Public Schools with an initial sampling of drinking water sources in each of their school buildings and ongoing resampling as needed. We understand what it

TAB 2 - PLAN AND METHODOLOGY

takes to coordinate with multiple departments, coordinate access to multiple buildings, and provide results that allow management to display understandable and transparent results to the community.

Radon

Radon is an environmental issue that requires certified professionals to identify and remediate. ECS staffs professionals that are certified by the National Radon Safety Board (NRSB) to test large buildings for radon and design mitigation systems. ECS' testing services are performed in general accordance with US EPA and the Virginia Code 22.1-138 Minimum Standards for Public School Buildings which requires that school buildings and additions shall be tested for radon pursuant to US EPA. The US EPA refers to the ANSI/AARST Protocol for Conducting Measuring Radon and Radon Decay Products in Schools and Large Buildings (MALB 2014).

Over the past several years, radon standards from the EPA and other professional organizations have been evolving to address updated information about the practice of radon testing. ECS has professionals who actively participate in radon professional organizations and maintain relationships with regulatory agencies to ensure that we can provide our clients with accurate results that are in accordance with the evolving standards.

Environmental Compliance Assessment/Auditing/Inspections And Support

ECS has provided regulatory compliance and risk management support, and conducted numerous regulatory compliance audits of client programs, facilities and operations. Through an integrated, holistic approach, ECS reduces our clients' program administration costs by developing comprehensive programs and plans that address multiple regulatory issues. ECS has a team of Environmental Scientists who have both internal and state regulated training courses related to SWPPP inspections and routinely conduct routine inspections and rush inspections following heavy rain events during any given week.

ECS is one of three firms holding the current 4-year contract Hazardous Materials and Facility Environmental Compliance Support with the Virginia Department of Transportation (VDOT). Under that contract, among ECS' primary responsibilities is conducting MS4 and RCRA compliance inspections on a rotating basis so that every VDOT facility is inspected every two years. In 2020 to 2022, ECS has completed 149 MS4 inspections and 94 RCRA compliance inspections with a total task order value of \$313,819.

ECS's unique capabilities include a fully integrated Information Technology (IT) department that can assist JMU in programming mobile device applications and supporting Environmental Management System (EMS) initiatives. Virtually all of ECS's internal software applications were designed by our own IT group to support both office and field needs. For instance, to control the collection and distribution of field data, ECS developed a Field Report Electronic Distribution system (FRED) that allows field personnel to deliver data obtained remotely to project managers or other appropriate personnel. The FRED system employs hand held PC devices to allow field personnel to upload figures, field data, photos, etc. that can be viewed and manipulated, real time, by office personnel. In addition, in cases where routine daily reports are produced on a given project, the report can be completed remotely, uploaded (to include figures, photos, etc.) reviewed by a senior manager, finalized and transmitted to the client completely paperless and within a very short time frame. These reports are generally submitted and on the client's desk in electronic format within 24 to 48 hours of the performance date.

Phase I Environmental Site Assessment

ECS has extensive experience in assisting our clients in evaluating the probability of impact to surface water, groundwater and/or soils within property boundaries through the Phase I ESA process. In fact, environmental due diligence is one of our largest service lines and ECS has consistently been the largest Phase I ESA provider in the Commonwealth of Virginia, according to Environmental Data Resources (EDR). ECS is a leading provider of Phase I ESAs and Transaction

TAB 2 - PLAN AND METHODOLOGY

Screens in the Mid-Atlantic States according to EDR, Inc., the leading regulatory due-diligence database supplier for the environmental industry. In 2021, ECS Mid-Atlantic performed 1,665 Phase I ESAs at a total project value of \$3,559,961. During 2021, EDR ranked us #1 in the number of Phase I ESAs performed for Virginia, Maryland and Washington, DC. ECS ranked #4 in West Virginia, and EDR ranked us as the #9 firm overall for these studies in the United States.

Phase I ESAs are conducted using the most recent ASTM standard (ASTM E1527-13) and involve a description of the site and surrounding areas, historical research to identify past uses which may be a concern, and a review of government records within set radii from the subject property. While researching the site, evaluation of potential risks to the property and occupants are examined, considering the final planned use of the property. ECS personnel evaluate each component of the environmental site assessment to render a professional opinion as to if a Recognized Environmental Condition is present on a subject property. Beyond that, our approach to these services is to provide value to our clients by submitting practical conclusions and recommendations in order to identify potential risks and liabilities, and help our clients to maintain project schedules and budgets.

Phase II Environmental Site Assessment

A Phase II ESA is the most frequently performed intrusive site investigation performed in the acquisition or demolition of real property. Phase II ESAs often lead into full site characterizations under VDEQ's UST regulations, RCRA/HSWA facility investigations under the Virginia Solid Waste Management Regulations, and Voluntary Remediation Program (VRP) site investigations that conform to the Virginia Hazardous Waste Management Regulations, CERCLA/SARA, and TSCA. ECS specializes in guiding its clients through the VRP program and routinely assists its clients in maximizing reimbursement of UST response costs under the Virginia Petroleum Storage Tank Fund (VPSTF). These initial intrusive investigations often set the stage for later legal action to recover our client's costs through litigation, and the ECS key personnel we've proposed have been very successful in supporting our clients as expert witnesses in such actions. ECS is also expert at reviewing plans and reports to determine the impact of hazardous materials. Key personnel Noel Simmons, and Chris Chapman have extensive experience in providing expert witness review and testimony services.

The Phase II ESA typically keys off the RECs identified by the Phase I ESA and seeks to first verify whether the REC constitutes an actual release of hazardous substances, and if so what the nature and extent of the contamination is and how that might affect the proposed costs associated with the client's planned use of the property. As such, the scope of these projects is often dictated by the client's plans for the site and the past use of the property. Samples are typically groundwater and soil, but may involve surface water, sediment, or soil vapor depending on the setting and the nature of the site. ECS typically uses our in-house geophysical capabilities (ground-penetrating radar, and resistivity) or engages a geophysical subcontractor for more complex methods to identify underground storage tanks (USTs) and pipelines or buried disposal areas, to target Geoprobe or conventional soil borings. ECS technicians and other staff are trained in level survey techniques.

ECS Mid-Atlantic's approach for preparing work plans Site Investigations (SIs) fully embodies the data quality objective (DQO) process intended to ensure collection of the right quantity and quality of data to support the decisions and/or actions that may be required. Examples of typical guidance followed by ECS include Data Quality Objectives for Superfund (EPA, 1993); Guidance for Data Usability in Risk Assessment - Part A (EPA, 1992); EPA requirements for Quality Assurance Project Plans, EPA, 2001; EPA Guidance for Quality Assurance Project Plans (EPA, 200); and the Uniform Federal Policy for Quality Assurance Project Plans (EPA, 2005). ECS has developed and maintains numerous Standard Operating Procedures (SOPs) for common field sampling tasks. ECS has found that the use of SOPs resulted in a dramatic improvement in the effectiveness and efficiency of our field efforts: effective, because they establish a baseline of quality and consistency for field technicians and managers alike, and efficient because, once developed, there is no need to continuously recycle and modify the format into varied work plans over and over, and familiarity with the procedures dramatically reduces potential mistakes by the field staff. Everyone stays on the same page, all of the time.

TAB 2 - PLAN AND METHODOLOGY

In large plume delineations, ECS installs temporary wells via Geoprobe for preliminary characterization, followed by installation of permanent wells and robust aquifer testing to assist in determining construction costs for de-watering treatment systems or other impacts of hazardous materials on the property. Soil gas samples are often collected to evaluate vapor intrusion risk and to determine if vapor barriers are warranted (new construction) or sub-slab depressurization systems may be required (in existing structures) to protect future occupants.

ECS provides geophysical investigations methods including seismic refraction, electrical resistivity, ground penetration radar, as well as associated geotechnical engineering and design services. ECS uses the most current geophysics methodologies allowing us to respond quickly and cost-efficiently, thus completing surveys more quickly than conventional drilling methods would allow. In addition, ECS has the equipment and in-house software, as well as the experienced personnel to perform the fieldwork and to analyze the data quickly and accurately. ECS offers JMU a tremendous potential for increased use of geophysical technology.

Underground Storage Tanks/Above Ground Storage Tanks

ECS' environmental consulting services group began in the early 1990s in response to project sites having releases of petroleum to soil and groundwater. Some of those professional geologists who started our environmental consulting group are still with ECS today. As such we have more than three decades worth of experience providing services related to underground storage tank leak investigations, tightness testing, removal, and replacement including regulatory closure and permitting. ECS has performed more than 300 underground storage tank projects in the Mid-Atlantic region in the past five years, 150 of which were located in Virginia. This does not include an active project where ECS is performing Phase I Environmental Site Assessments on 155 sites with underground storage tanks throughout Virginia, Maryland, and Pennsylvania.

Storing oils of any nature above ground in quantities greater than 1,320 gallons at a single facility necessitates the preparation and maintenance of a Spill Prevention, Control, and Countermeasure (SPCC) Plan. ECS routinely supports facilities of many types with environmental compliance services related to the operation of aboveground storage tanks utilized for fuel oil, emergency generators, and other purposes not only in the preparation of SPCC Plans but with spill response services and investigations as well as removal and replacement projects.

GIS

ECS utilizes ArcGIS Pro version 2.8 for a wide range of applications which have proven beneficial to satisfy our client's project needs, such as accurately pinpointing on-site features, incorporating county/city provided geospatial data, and including various other geo-referenced data as requested.

One of the most popular applications for GIS data is our natural resource service lines. Before heading into the field to delineate wetlands and streams features at a property, ECS is able to view exact property boundaries, potential streams and wetlands features within the study area, and observe LIDAR incorporated data for precise topographic elevations and contour lines. These remote sensing tactics utilizing GIS helps ECS be more efficient while on site which in turn saves time and money by reducing time spent in the field. Our data can then be updated in real time to assist with report completion in a more-timely manner to help maintain positive timelines for our client's projects.

Not only does GIS assist with our work in the field, ECS also utilizes GIS to create deliverable that help our clients visualize the data that is important to their project. Report consistency is important to clients, and therefore, it's important to ECS. Utilizing GIS, ECS has created a standard deliverable template set that helps clients visualize data such as project location with respect to wetlands, floodplains, topographic position, as well as other geospatial data that is important for project planning purposes.

Wetlands

TAB 2 - PLAN AND METHODOLOGY

Once an agreed upon scope of work has been prepared, wetlands project work will commence with the gathering of supporting documentation including, but not limited to, National Wetlands Inventory (NWI) mapping, USGS topographic mapping, County GIS databases, and aerial photography. The supporting documentation will assist our professional staff in identifying areas of concern, potential jurisdictional wetlands/waters, and other special aquatic sites located within the project limits. Data will be collected and the appropriate surveys, plans, permit drawings, analyses, and other required materials will be developed and finalized.

On-site potential jurisdictional wetland/waters areas that may be indicated by the supporting documentation will be verified during an initial site visit. For large, complex projects an initial site visit will identify potentially jurisdictional waters and wetlands, schedule data collection, schedule flagging of jurisdictional limits, and map jurisdictional areas for project staff use. Supporting professional staff and technicians will be assigned to gather all appropriate field data, flag jurisdictional limits, obtain site photographs, and render approximate jurisdictional area mapping including key flag numbers and data point locations. For smaller projects the data collection, flagging, photography, and mapping of the jurisdictional areas will commence during the initial site visit. For areas where streams are present, ECS will conduct a Perennial Flow Determination.

Upon completion of the field work the Principal will verify that all work has been completed appropriately. A written report will be completed in a format suitable for submission to the U.S. Army Corps of Engineers (USACE) for the purposes of obtaining a jurisdictional determination and wetland boundary confirmation, and obtaining appropriate permits as necessary. Draft reports will be reviewed by the Principal and Project Manager before finalization and delivery to JMU. ECS will coordinate with JMU and the USACE to schedule a site visit to confirm the flagged wetland/waters boundaries located on the project site and obtain a jurisdictional determination, as needed.

Prior to field visits with the USACE and design consultant will survey the confirmed wetland boundary locations. Mapped surveyed wetlands and waters will be overlain on the project design plan to determine areas of impact, the magnitude of the impact, and type of impact to wetlands and waters. ECS will prepare the necessary permit application to be submitted to the appropriate agencies. Permit packages will be reviewed by the team leader to ensure all required information is correct and that the application is complete. As part of our permit application, ECS will prepare a detailed Alternatives Analysis report which may include sketch renderings, general design layouts and discussion and cost analyses for each alternative. The Analysis will consider other planned projects in the vicinity, short and long term maintenance, material types, vehicular traffic and pedestrian circulation, overall capacity, cost, aesthetics and safety. Depending on the type and extent of proposed impacts, DEQ and/or the USACE may require some type of compensatory mitigation for the loss of water resources on the project site (onsite/off-site mitigation, purchase of wetland mitigation credits from an approved wetland bank; contribution to the Virginia Aquatic Resources Fund; and/or placement of conservation easements on remaining wetland or stream resources on the property). ECS will evaluate the mitigation requirement based on the proposed design and the associated impacts to aquatic resources and will formulate a cost-effective conceptual mitigation plan based on specific project needs. ECS will coordinate all permitting efforts with the agencies to insure a complete permit application is submitted and a permit is obtained in a timely manner. Upon commencement of site work, ECS will assist with onsite monitoring during the site development process in accordance with the general conditions of the permit, if necessary.

SWPPP

ECS provides high quality, timely inspections in accordance with Virginia Stormwater Management Program regulations and the Construction General Permit (CGP). Per the CGP, ECS staff perform stormwater pollution prevention plan (SWPPP) site inspections at a required cadence, usually twice per week, to determine if the project site is in compliance with the approved SWPPP and site plans. Staff walk the site, checking erosion and sediment controls such as construction entrances, silt fence, inlet protection, sediment traps, and other required controls. ECS staff also inspect pollution prevention measures onsite like concrete wash-out facilities, trash disposal, and material storage. ECS staff completes

TAB 2 - PLAN AND METHODOLOGY

the required SWPPP inspection checklist and builds a detailed inspection report that includes the field report, SWPPP inspection checklist, site map detailing any inconsistencies, and site photographs. This detailed report gives a complete picture of the site conditions and any issues onsite that need to be addressed to stay in compliance with regulations.

ECS staff are highly trained and hold Virginia Department of Environmental Quality (VADEQ) certifications as inspectors for stormwater management and erosion and sediment control. Staff are experienced in sites ranging from less than one acre to much larger 10+ acre sites.

Hazardous Material Control and Response

ECS professional staff, including professional engineers, licensed geologists, and certified industrial hygienists, can assist JMU in properly characterizing any hazardous waste(s) under US EPA RCRA regulations that may be generated by JMU or discovered. We would assess and characterize the waste for proper disposal, and also identify any potential hazards the material may pose, including handling and temporary storing this material. Finally we can assist in contracting a hazardous waste broker for the proper removal and disposal of the material and review disposal documentation including waste manifest receipts.

Environmental Training

As a firm holding fifteen Commonwealth of Virginia licenses issued by the Board for Asbestos, Lead, and Home Inspectors for Asbestos and Lead Training, ECS routinely provides training services to our clients and the general public as an augmentation to our core services.

Over the past five years, ECS has provided environmental training services to more than 60 clients. Most notably our asbestos awareness training has been provided annually since 2010 under a term contract with Arlington County to more than 300 public school maintenance and custodial employees. These training sessions are provided by senior ECS staff with real world experience working in the environmental industry. This format allows ECS's instructors to connect with students participating in our environmental training programs with relatable scenarios and "war stories" from the field. ECS offers tailored courses to match our client's needs.



Tab 3

Written Narrative

TAB 3 - WRITTEN NARRATIVE

In the past 5 years alone, ECS has completed more than 9,200 environmental projects related to the JMU Statement of Needs throughout Virginia. We are the local experts not only from a technical perspective, but in managing a high volume of task order-based projects and contracts that require quick turnarounds and responsive project management. ECS' average environmental project size is just \$5,700 in cost completed in five weeks. Therefore our Project Managers are accustomed to all types of project demands including one-time responses to an indoor air quality complaint or small oil spill to large 'portfolio style' projects such as facility wide drinking water sampling, radon assessments, or AHERA management plan updates on dozens of school buildings. Two of our top 20 clients by sales volume are northern Virginia public school entities and hundreds of our recent environmental projects are for higher education and K-12 facilities.

The ECS Environmental Group includes professional geologists, professional engineers, scientists, licensed soil scientists, and certified wetland professionals. Accreditations held by our staff include those of Certified Industrial Hygienists (CIH), Certified Hazardous Materials Manager (CHMM), Professional Wetland Scientists (PWS), licensed asbestos inspectors, asbestos project monitors, and asbestos project designers, licensed lead inspectors and risk assessors, and Certified Safety Professionals (CSP).

The personnel dedicated to this contract, have the technical and project management experience to effectively complete tasks required by JMU in a practical, results-oriented manner. Each ECS team member has been selected based on their specialized experience, expertise, and commitment to providing consistent, quality service to JMU.

ECS has worked on more than a thousand higher education and K-12 school projects in the Mid-Atlantic region since 1988. Our environmental team holds multiple term contracts with several school systems, municipalities, as well as the Commonwealth of Virginia. A listing of the current contracts is below

- Virginia Commonwealth University A/E Services
- College of William and Mary A/E for Professional Services
- University of Mary Washington
- Alexandria City Public Schools (ACPS)
- Arlington County Public Schools
- Loudoun County Public Schools
- Stafford County Public Schools
- Roanoke County & Roanoke County Public Schools
- City of Colonial Heights Public Schools
- City of Winchester Public Schools
- Howard County Public Schools
- Frederick County Public Schools, VA
- Frederick County Public Schools, MD
- VDOT Hazardous Materials and Facility Environmental Compliance Services
- VDOT Professional Engineer/Environmental Services for Capital Outlay Facilities
- Arlington County
- Loudoun County
- Stafford County
- City of Williamsburg James City County
- City of Rockville
- City of Charlottesville
- DC Department of General Services
- Commonwealth of Virginia Department of General Services (VA DGS)
- City of Williamsburg

TAB 3 - WRITTEN NARRATIVE

THE COLLEGE OF WILLIAM & MARY – TERM CONTRACT

WILLIAMSBURG, VA

Since 2002, ECS has held a term contract with the College of William & Mary to provide professional engineering services, including environmental testing and consulting services, geotechnical engineering, and construction materials testing services. ECS has worked on over 255 projects for William & Mary throughout the duration of the term contracts, 17 of the 255 projects started in 2022, and 12 of the 17 have been industrial hygiene related (asbestos, lead, and mold). The vast majority of the task orders issued in the William & Mary contract are related to environmental consulting. ECS has handled multiple task orders at any given time. The types of projects have included asbestos assessments, air quality assessments, water testing, moisture and mold testing, and abatement monitoring in addition to many other services.

For the abatement monitoring projects, the size of the projects have varied significantly from a simple crawlspace abatement to monitoring for a full building demolition. One notable project example of abatement monitoring was the PBK Hall Demolition project conducted from February to August 2019. Previously identified asbestos containing material within the building included vinyl floor tiles and associated mastics/adhesives, joint compound associated with drywall walls, textured ceiling plaster, sealants inside water fountains/sink undercoating, pipe insulation (including mudded pipe fittings at pipe elbows, hangers, etc.), HVAC duct insulation, and various caulks among many other materials. ECS was requested to perform the asbestos project monitoring during the asbestos abatement activities. A Virginia licensed asbestos project monitor employed by ECS performed this work. The project monitoring activities generally included the following: review of the abatement contractor's permits, notifications, and other documents required by applicable regulations regarding asbestos, observations of the work areas and engineering controls prior to abatement and monitoring of the work practices and engineering controls during abatement for general regulatory compliance, final visual assessments following completion of the abatement, and environmental and final clearance air sampling. With the support of ECS, the abatement was performed in accordance with the ECS abatement specifications, was completed on time, and within budget.

Occasionally ECS is presented with a more unusual task order. One such task order was the request for support related to the decommissioning of the bulb crushing operations and the associated cleanup of any mercury contamination. William & Mary has operated a bulb crushing machine in a small room on the ground floor of Miller Hall for many years. The plan was to move this operation to another building. However, since the bulb crushing operation had been ongoing for many years in this location, there was concern that there may have been potential fugitive leaks/emissions of mercury from the bulb crushing machine to the surrounding floor of the room. ECS evaluated data obtained by William & Mary staff related to mercury screening of ambient air in the room with a Jerome J405 direct read mercury meter and data on mercury concentration levels on broken pieces of light tube glass. These levels were compared to the currently available safety and health standards regarding mercury issued by the Virginia Department of General Services (DGS), among other agencies. Based upon this data, ECS recommended specific cleaning protocols, periodic ambient screening of the air and contents during the relocation, provide additional dilution of air during the relocation, and conducting a final clearance of the area when the bulb crushing operations were fully relocated.

As mentioned previously, ECS has performed numerous task orders related to geotechnical engineering and facilities engineering for William & Mary under our term contract as well. These task orders range from geotechnical investigations for new buildings to structural roof assessments.

Client: William & Mary | Teresa Belback | 757.221.2146 | facmgt@wm.edu

Project Duration: 2006 - Present

Contract Value: \$2.43M

TAB 3 - WRITTEN NARRATIVE

GEORGETOWN UNIVERSITY, MEDSTAR HEALTH MEDICAL/SURGICAL PAVILION WASHINGTON, DC

Since 2015, ECS has been actively engaged on the new Medical/Surgical Pavilion for the MedStar Health located on the Georgetown University Washington, DC campus. ECS started work on the project during the early design and permitting phases of the project. Design and permitting services included Phase I Environmental Site Assessment(s), Phase II Environmental Site Assessment/Site Characterization, Hazardous Materials Surveys, and a comprehensive geotechnical investigation.

Client: Trammell Crow (Owner Rep)
| Matthew Maio | 804.519.2903 |
mmaio@trammellcrow.com

Project Duration: 2015 - Present

Contract Value: \$1.77M

The proposed Surgical Pavilion will occupy a building footprint of approximately 838,000 gross square feet which lies above a former stream valley/ravine. Significant modifications were made to the natural topography of the site over the past fifty or more years. Based on a review of historic aerial photographs, topographic maps, and documentation obtained from Georgetown University, parts of the site and adjoining areas received fill material during development. Before import of the fill material, a stream flowed across the Georgetown University campus. Based on a 1965 sketch of the Georgetown University titled "Natural Conditions," the fill material extends across the entirety of the campus. The maximum recorded thickness of the fill material on the 1965 sketch is 80 feet. Very little documentation has been found to identify the origin of the fill material.

Prior to the start of construction, a comprehensive pre-demolition asbestos and lead based paint survey was performed on a six story building with a basement and penthouse that previously served as science classrooms and laboratories. The hazardous materials survey was performed within the interior, exterior, and roof areas of the building. Unique bulk suspect ACM samples were sent to an independent accredited laboratory for analysis via Polarized Light Microscopy in accordance with current EPA-600 methodology. Materials consisting of additional layers were analyzed separately. Samples were collected in general accordance with US EPA Regulations (40 CFR 763 Subpart E) and OSHA Standard 29 CFR 1926.1101 Inspection Protocol. Multiple samples of each unique material were submitted. Samples were analyzed using "Positive Stop" methodology. The Lead-Based Paint (LBP) survey was performed by a District of Columbia licensed lead inspector. The information obtained during the surveys were used to prepare abatement specifications and were used in contractor price preparation. ECS provided all abatement monitoring services and continued to provide on call industrial hygiene support throughout the project as other suspect asbestos was identified on pipe insulation encountered during excavation.

To characterize the soil and groundwater conditions at the property in anticipation of mass excavation, 150 soil and 10 groundwater samples were collected from 15 soil borings completed at depths up to 60 feet below ground surface (deepest point of planned excavation). Both the geotechnical and environmental investigations utilized the same borings to reduce overall costs to the project. The investigation was completed on the weekends at the request of the University to avoid disruptions to campus life. Following completion of the field activities, ECS Prepared a concise and comprehensive environmental characterization report which was provided to the various regulatory agencies involved for project approval. Regulatory agency support continues through ongoing DC reporting requirements, discharge monitoring, and remediation closure documentation.

ECS continues to monitor the ongoing environmental remediation efforts at the property in accordance with the Soil Management Plan and Health and Safety Plans prepared by ECS. Environmental tasks include contaminated soil removal, perimeter dust monitoring, chromium dust exposure monitoring, public participation, contractor pay application review, asbestos testing, and regulatory coordination. In addition to the environmental tasks, ECS is also providing special inspection services, third-party code compliance inspection services, fire resistive penetration and joint system (firestopping) services, and building envelope quality assurance and observation services.

TAB 3 - WRITTEN NARRATIVE

VDOT STATEWIDE CONTRACT STATEWIDE

Under a VDOT term contract awarded to ECS in August 2019, the firm is providing a wide variety of hazardous materials and facility environmental compliance services for transportation projects and VDOT owned and/or operated facilities throughout the Commonwealth of Virginia. ECS has completed the two-year base term and is now in the first of two option years. ECS has performed over \$1.7 million worth of work under the contract and currently has more than \$200,000 in backlog.

The contracted services have included Phase I and Phase II Environmental Site Assessments, Site Investigations, Remedial Investigations, Remediation Design and Remediation Services, Monitoring Services, Asbestos Inspection and Project Monitoring, Pollution Prevention Planning, Environmental Compliance Assessment/Auditing/Inspections and Support, Incident Response, Industrial Hygiene, Illicit Discharge Detection and Elimination and coordination of traffic control during work in VDOT's right of way.

ECS routinely performs Facility Compliance Assessments and MS4 inspections at VDOT's many facilities across the state. Each facility is inspected every two years. These facilities include area headquarters, salt domes and garage and maintenance facilities of various sizes. ECS has characterized and arranged disposal services for petroleum impacted soils, sludges from salt ponds and aerosol waste streams.

ECS has been tasked with assisting VDOT in establishing new quality assurance/quality control standards for VDOT field projects. In one task, ECS prepared a white paper discussing sampling methods to address field processing of metals sampling from temporary monitoring wells that may demonstrate excess turbidity. In another task, ECS coordinated specialized sampling and analysis to evaluate potential corrosive effects of "acid shale" (black shales with high pyrite concentrations) on transportation structures.

ECS supplies Phase I ESA and Phase II ESA support for road improvement projects. In addition to identifying recognized environmental conditions (RECs) under the ATM guidance, ECS has designed and implemented sampling programs to rapidly characterize these areas; determine their potential impact on the projects; and estimate soil disposal impacts using cross-sectional cut and fill design information. These projects have varied from small intersection improvements and traffic light installations, roundabouts, expansions of suburban road corridors, a 20-mile-long interstate highway project and a 110-mile railway corridor between Richmond, VA, and Washington, DC. In one project, ECS coordinated with public health and police agencies in the Tidewater region to clean up a homeless encampment near a methadone clinic and deal with biological wastes including syringes and other hazardous materials.

ECS routinely provides asbestos containing material (ACM) inspections of bridges and other structures. ECS subcontracts traffic control where required for these investigations and directly coordinates lane closures with VDOT's statewide tracking systems. ECS has provided weekly support to VDOT's Capital Outlay Department for the past two years to evaluate lead and ACM impacts on the agency's acquisition and divestment needs.

Lastly, ECS works directly with the VDOT CIH to perform numerous investigations and cleanup activities to protect VDOT workers. These projects have included lead and silica sampling in tunnels, silica and noise monitoring for bridge repairs, drinking water sampling programs for facilities on well water, dust monitoring and hood efficiency testing at the VDOT geotechnical laboratory and hexavalent chromium and noise monitoring for welding and industrial processes at VDOT maintenance facilities. ECS provides respirator fit testing for VDOT employees, conducted COVID-19 remediation planning and compliance monitoring of COVID-19 and mold remediation.

Client: VDOT | David Wilson |
704.840.7065 |
david.wilson@vdot.virginia.gov

Project Duration: 2019 - Present

Contract Value: \$1.7M

TAB 3 - WRITTEN NARRATIVE

ARLINGTON COUNTY TERM CONTRACT FOR ENVIRONMENT SERVICES

ARLINGTON COUNTY, VIRGINIA

Since 2001, ECS has provided over \$2.3-million (\$1.4-million within the last five years) in environmental services supporting Arlington County operations, including services for the Arlington County Department of Environmental Services, Public Schools, Parks & Natural Resources, and Real Estate Bureau. The services provided to Arlington County to date under this indefinite quantity contract are summarized below:

- Hazardous Material Surveys including Asbestos and Lead – As part of APS’s compliance with the requirements of the Asbestos Hazard Emergency Response Act (AHERA), ECS has inspected more than 40 buildings operated by APS for the presence of asbestos both initially and at six month intervals to perform periodic surveillance of the identified asbestos-containing materials
- Asbestos Abatement Monitoring
- Radon Sampling and Analysis, ECS conducted radon sampling and follow-up sampling in the APS school buildings, which included collecting and analyzing nearly 1,400 radon test kits
- Drinking water testing for lead in schools
- Mold Surveys
- Indoor Air Quality Assessments
- Emergency Response
- Subsurface Site Investigations
- Phase I Environmental Site Assessments
- Environmental Training – Including Asbestos/Lead Awareness to county Staff
- Remedial Design
- Remediation Oversight
- Petroleum Program Reimbursement Support
- Geophysical Investigation
- Tank Removal, Groundwater Monitoring and Reporting.

Client: Arlington County |
John Lawson - Mark Khorshid -
Tim O-Hora | 703.228.4803 or
703.228.4441

Project Duration: 2001 - Present

Contract Value: \$2.3M

The majority of environmental services provided to Arlington County have been related to hazardous materials and general industrial hygiene. ECS has completed 135 general industrial hygiene projects within the past five years that included everything from small surveys to large abatement monitoring projects. For example, at Ashlawn Elementary School and McKinley Elementary School, ECS performed a pre-construction hazardous materials survey and supported the design team in developing an approach to the asbestos abatement for the renovation and modernization of each school. During asbestos abatement, ECS provided asbestos abatement air monitoring and final clearance testing. Over the past five years, ECS has also completed 27 Phase I ESAs, 16 Phase II ESAs, and conducted annual environmental awareness training events for county staff on a variety of environmental compliance topics.

ECS has responded to unusual situations such as the Penrose Square project. During the redevelopment of a county park, three underground storage tanks and one oil-water separator containing petroleum were encountered. Following the identification of the tanks, construction activities were halted by the Arlington County Fire Marshal until the tanks and associated contamination were removed. ECS acted quickly to ensure the redevelopment project moved forward with little interruption. ECS managed the removal of the underground storage tanks and oil-water separator in accordance with Virginia regulations, performed an impacted soil delineation study, and managed the removal of hazardous lead-impacted soil from the property. The impacted soil delineation allowed for proper waste classification, preventing possible penalties due to improper waste disposal. ECS was able to obtain case closure on the project from the Virginia DEQ.

TAB 3 - WRITTEN NARRATIVE

SPRING VALLEY FUDS, AMERICAN UNIVERSITY

WASHINGTON, DC

In 2015, ECS completed a \$68,000 environmental and geotechnical engineering investigation of an area of the American University Campus that is part of the Spring Valley FUDS. The Spring Valley FUDS is a very large (660 acre) area in northwestern Washington, DC that was formerly used by the US Army during World War I for testing and refinement of chemical warfare agents, equipment and artillery. The SI supported a geotechnical investigation activities for the construction of the Beeghly Life Sciences Building Annex.

ECS performs an SI is part of the Spring Valley FUDS that contains Point of Interest (POI) 27, an aerial photography anomaly associated with the former explosives laboratory, as well as a former forge shop and associated shed. The SI included an electromagnetic and ground penetrating radar survey to detect suspect munitions, installation of soil borings and test pits, and collection of soil samples for semivolatile organic compounds, metals, and cyanides to screen for the presence of chemical weapons munitions constituents. By coordinating the environmental and geotechnical soil boring programs for the planned development, ECS was able to achieve significant savings in drilling subcontractor costs and on-site technical labor for our client.

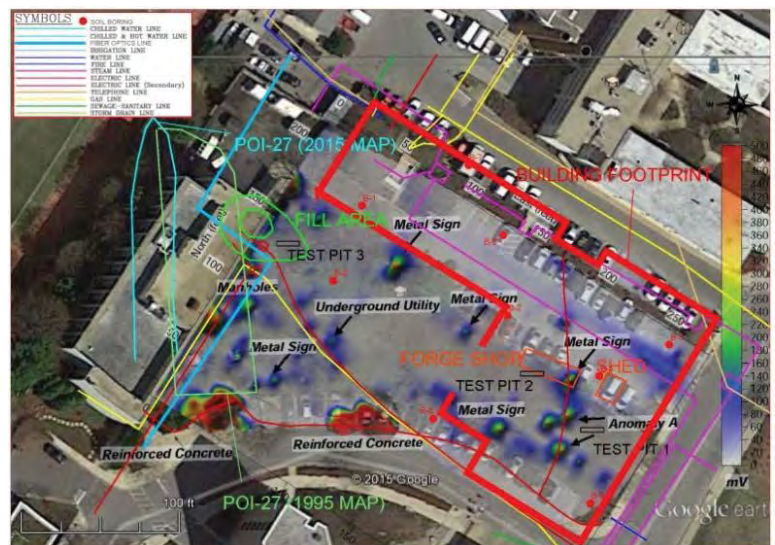
During the installation of several test pits within the area, excavation revealed the presence of prominent burn scars and laboratory glassware believed to be associated with historical chemical warfare research. ECS immediately stopped the excavation and implemented the munitions response protocols which had been developed in our Health and Safety Plan (HASP). The Campus Public Safety office was notified, the test pit was quickly sampled, then covered, evaluate the discovery. After the discovery was examined by USACE, the area was backfilled. The University's Vice President of Planning and Project Management, Dr. David Dower, commended ECS on our prompt and professional handling of the situation. The project was completed on budget and within deadlines.

In April 2018 and based on ECS superior handling of the chemical warfare materials discovery, American University specified that the general contractor hire ECS to review the preparation of the project health and safety plan, conduct training of site workers, and oversee FUDS-related soil excavations during the construction of the building's foundation.

Client: American University | Planning and Project Management Department | 202.885.2473

Project Duration: 2015 - 2019

Contract Value: \$68,000



TAB 3 - WRITTEN NARRATIVE

STAFFING PLAN – AVAILABLE FOR SERVICE

ECS is providing JMU with a proposed staff of 16 key personnel, some of which have 30+ years of experience working with institutions of higher education. ECS has organized the project team with the following staffing goals:

- Provide the most experienced, talented, highly adaptable, and innovated individuals to meet the needs of this Environmental & Industrial Hygiene Services contract
- Provide an atmosphere where JMU realizes in ECS's staff that our availability and "Setting the Standard for Service" is always a top priority
- Provide a setting for continuous improvement through feedback with JMU Project Managers and establishing JMU-training
- Ensure that ECS staff will remain available for the duration of the Contract

ECS has always recognized the importance of the term contracts and our full commitment to the contracts is demonstrated via our work on the term contracts with numerous school districts and state agencies. Providing continuity of service and clear lines of communication to JMU will give us the ability to verify adherence to the project specific plans by the entire ECS team and making quality assurance a project priority. ECS is uniquely qualified for this Contract, having key individuals possessing significant past experience with higher education projects that are located locally to JMU. The majority of the JMU work will be handled by the staff located in our Winchester and Charlottesville offices with additional support from the teams in Roanoke and Chantilly as needed.



CHRISTOPHER CHAPMAN, CIH - DIRECTOR OF INDUSTRIAL HYGIENE/POINT OF CONTACT

Mr. Chapman is the Director of Industrial Hygiene for ECS Mid-Atlantic. With more than 25 years of experience in industrial hygiene, Mr. Chapman is certified by the American Board of Industrial Hygiene in comprehensive practice. Specializing in safety and health consulting and hazardous materials, he has served as an expert witness in numerous legal cases involving environmental safety and health requirements. As the Contract Manager he will be the primary liaison to JMU representatives and assign all tasks to the appropriate staff. He will oversee and provide technical oversight throughout the contract.



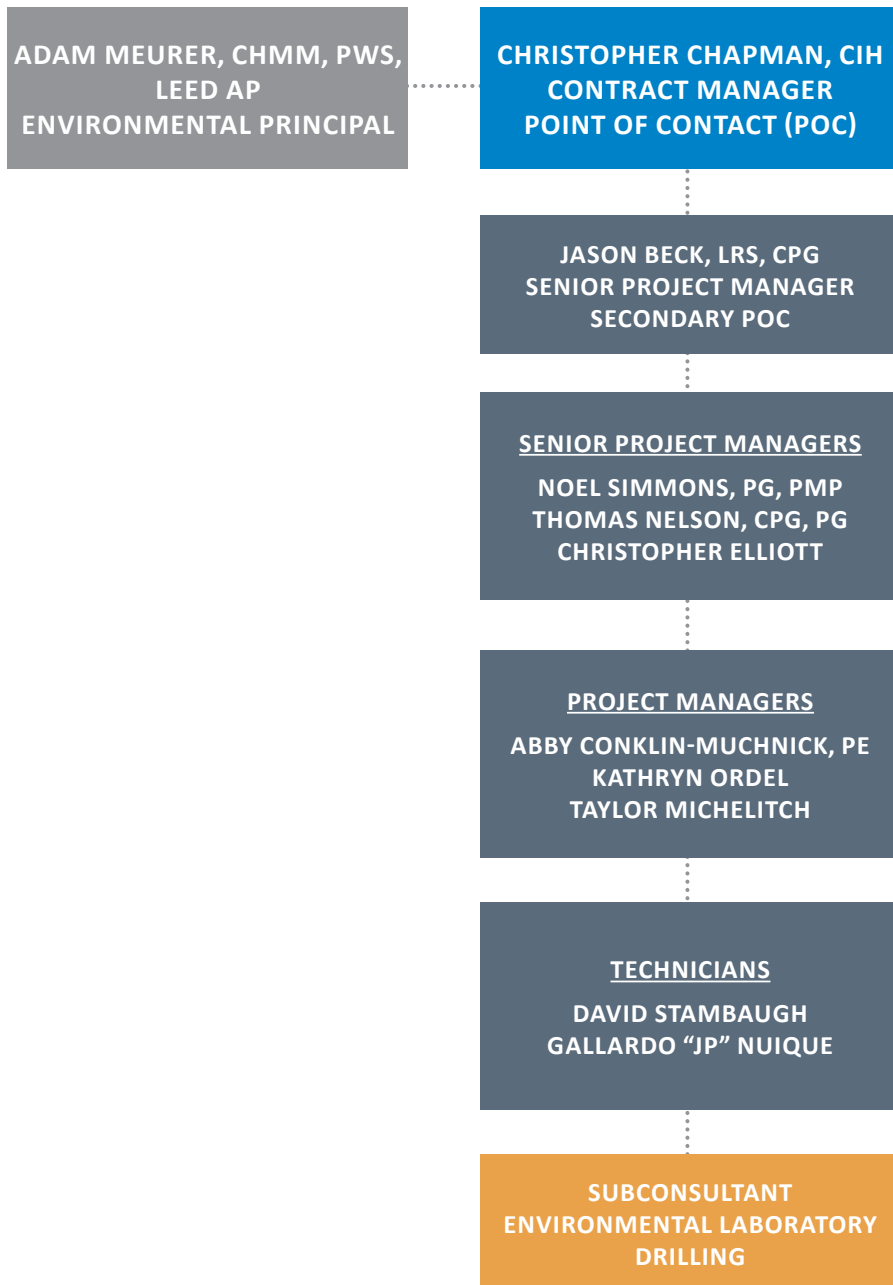
JASON BECK, LRS, CPG - SENIOR PROJECT MANAGER/SECONDARY POINT OF CONTACT

Mr. Beck's over 14 years of experience includes Phase II ESAs, large-scale petroleum investigations and remediation, dry cleaner characterization and remediation, contaminated soil excavations, groundwater discharge treatment system design and implementation, and due diligence consulting services. Mr. Beck serves as a Principal Geologist for ECS Mid-Atlantic, LLC. Mr. Beck has also completed numerous training courses on brownfields grant preparation and management. Mr. Beck will serve as the secondary project liaison, assisting with all tasks and supporting Mr. Chapman.

TAB 3 - WRITTEN NARRATIVE

KEY

■ subconsultants



TAB 3 - WRITTEN NARRATIVE

CHRISTOPHER CHAPMAN, CIH

DIRECTOR OF INDUSTRIAL HYGIENE



REGISTRATIONS

ABIH: Certified Industrial Hygienist
VA: Asbestos Inspector;
Management Planner; Project
Designer; Project Monitor; Lead
Risk Assessor

CERTIFICATIONS

OSHA Authorized Instructor
(Construction & General Industry)

SKILLS

Developing Technical Specifications
for Hazardous Materials Abatement
Overseeing Title II services during
the award and abatement process
Expert Witness testimony
Training including OSHA –related
training

EDUCATION

MS, 1996, Biomedical Engineering,
Medical College of Virginia
BS, 1988, Biology Education,
Virginia Commonwealth University

YEARS OF EXPERIENCE

ECS: 11 Other: 33

PROFESSIONAL PROFILE

Mr. Chapman serves as the Director of Industrial Hygiene for ECS Mid-Atlantic. A Certified Industrial Hygienist (CIH), his responsibilities include performing indoor air quality monitoring and evaluations, including microbial assessments and remediation activity, managing projects for OSHA compliance surveys, and developing recommendations for abatement of identified concerns. His responsibilities include preparing management and abatement plans for asbestos and lead, inspections, monitoring abatement contractors to ensure compliance with project specifications and applicable federal and state regulations, and performing final clearance testing to verify contractor’s completion of work.

PROJECT EXPERIENCE

University of Mary Washington, Various Projects, Fredericksburg, VA

- Certified Industrial Hygienist – Providing industrial hygiene services on various projects including mold, industrial hygiene auditing, LBP and asbestos for the University over the last 25 years.

City of Alexandria Public Schools, Various Projects (ongoing), Alexandria VA

- Certified Industrial Hygienist – Providing ongoing industrial hygiene services on various projects including mold, indoor air quality, radon LBP and asbestos for the School system as part of annual contracts over the last seven years.

Central Rappahannock Regional Library, Fredericksburg, VA – Mr.

Chapman oversaw this Asbestos-Containing Materials Survey performed in the third-floor area of this regional library located in downtown Fredericksburg. The survey was conducted in anticipation of building renovations.

The College of William and Mary, Various Projects, Williamsburg, VA

- Certified Industrial Hygienist – Providing ongoing industrial hygiene services on various projects including radon, LBP and asbestos for the College over the last 25 years.

Colonial Heights Public Schools, Colonial Heights, VA -Certified Industrial

Hygienist: Providing ongoing industrial hygiene and environmental services on various projects including radon, indoor air quality and mold, drinking water, LBP and asbestos for the school system over the last 25 years.

Rawls Byrd Elementary School, James City County, VA - Performed site

visits, collected asbestos and lead-based paint samples for analysis; Lead surveys were conducted using HUD-recommended protocols; survey was conducted for worker protection under OSHA.



TAB 3 - WRITTEN NARRATIVE



organized to improve the practice of industrial hygiene
proclaims that

Christopher J. Chapman

having met all requirements of
education, experience and examination, and
ongoing maintenance,
is hereby certified in the

**COMPREHENSIVE PRACTICE
of
INDUSTRIAL HYGIENE**

and has the right to use the designations

CERTIFIED INDUSTRIAL HYGIENIST

CIH




Certificate Number	7156 CP
Awarded:	November 8, 1996
Expiration Date:	June 1, 2023





Chair, ABIH





Chief Executive Officer, ABIH

TAB 3 - WRITTEN NARRATIVE




COMMONWEALTH of VIRGINIA Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	
EXPIRES ON 01-31-2023	NUMBER 3303000515
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS INSPECTOR LICENSE	
	CHRISTOPHER JOHN CHAPMAN 10737 BRANDY OAKS BLVD CHESTERFIELD, VA 23832-0000
  Status can be verified at http://www.dpor.virginia.gov	

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	
EXPIRES ON 01-31-2023	NUMBER 3304000318
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS MANAGEMENT PLANNER LICENSE	
	

COMMONWEALTH of VIRGINIA Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	
EXPIRES ON 02-28-2023	NUMBER 3356000258
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS LEAD RISK ASSESSOR LICENSE	
	CHRISTOPHER JOHN CHAPMAN 10737 BRANDY OAKS BLVD CHESTERFIELD, VA 23832-0000
  Status can be verified at http://www.dpor.virginia.gov	

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)

COMMONWEALTH of VIRGINIA Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	
EXPIRES ON 08-31-2022	NUMBER 3305000267
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS ASBESTOS PROJECT DESIGNER LICENSE	
	CHRISTOPHER JOHN CHAPMAN 10737 BRANDY OAKS BLVD CHESTERFIELD, VA 23832-0000
  Status can be verified at http://www.dpor.virginia.gov	

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)

TAB 3 - WRITTEN NARRATIVE

JASON BECK, LRS, CPG

PRINCIPAL GEOLOGIST



PROFESSIONAL PROFILE

Mr. Beck's fifteen years of experience includes Phase II ESAs, large-scale petroleum investigations and remediation, dry cleaner characterization and remediation, contaminated soil excavations, groundwater discharge treatment system design and implementation, and due diligence consulting services. As a Principal Geologist for ECS Mid-Atlantic, LLC, he is responsible for managing numerous environmental projects in Virginia including large real estate transfers, large-scale environmental site characterizations as part of regulatory compliance, and remediation system design and implementation.

REGISTRATIONS

Licensed Remediation Specialist: WV
Certified Professional Geologist: VA
Professional Geologist: PA, DE

CERTIFICATIONS

OSHA: HAZWOPER 40-Hour
Training & Supervisor and 8-Hour
Refresher; HAZWOPER 8-Hour
Supervisor
DOT Security Awareness Training

SKILLS

Subsurface Investigation
Large-Scale Petroleum
Investigation & Remediation
Brownfields Redevelopment
Dry-Cleaner Characterization and
Remediation
Contaminated Soils Excavation
Due Diligence Consulting Services

EDUCATION

BS, 2008, Geology, George
Washington University

YEARS OF EXPERIENCE


ECS: 11 Other: 4

PROJECT EXPERIENCE

MedStar Georgetown University Hospital, Washington, DC – Designed and managed preparation of a large environmental site characterization report for the proposed Surgical Pavilion on the campus. The proposed pavilion will occupy a building footprint of approximately 80,000 sf which lies above a former stream valley/ravine containing more than 80 ft of fill material. In total, 150 soil and 10 groundwater samples were collected from 15 soil borings completed at depths up to 60 feet below ground surface. The investigation was completed on the weekends at the request of the University. Currently managing the ongoing environmental remediation including the oversight of contaminated soil removal, perimeter dust monitoring, chromium dust exposure monitoring, public participation, contractor pay application review, asbestos testing, and regulatory coordination.

East-West Road Reconstruction, Georgetown University, Washington, DC - Mr. Beck was involved with the East West road reconstruction project starting during the early days of the design phase, provided senior management during the completion of a Phase I and II ESAs for EISF permitting purposes, helped to prepare the regulatory documentation for the various permits for the project (EISF), and assisted with the preparation of plans related to the environmental. He served as the senior point of contact while initially working with Dewberry during the early stages of the project, and later worked directly for Georgetown University during the construction phase of the project to provide continued technical advice directly to Georgetown University while acting as an effective liaison between the University and the District DOEE.

TAB 3 - WRITTEN NARRATIVE

COMMONWEALTH of VIRGINIA		
Department of Professional and Occupational Regulation		
9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500		
EXPIRES ON 08-31-2023		NUMBER 2801001996
BOARD FOR PROFESSIONAL SOIL SCIENTISTS, WETLAND PROFESSIONALS & GEOLOGISTS CERTIFIED PROFESSIONAL GEOLOGIST		
	JASON KYLE BECK 253 HOMESTEAD PL STEPHENSON, VA 22656	
Status can be verified at http://www.dpor.virginia.gov		 Mary Broz-Vaughan, Director
(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)		DPOR-LIC (02/2017)

TAB 3 - WRITTEN NARRATIVE

ADAM MEURER, CHMM, PWS, LEED AP

VICE PRESIDENT/ENVIRONMENTAL PRINCIPAL



REGISTRATIONS

The Leadership in Energy and
Environmental Design (LEED):
Accredited Professional

CERTIFICATIONS

Institute of Hazardous Materials
Management: Certified Hazardous
Materials Manager (CHMM)
Society of Wetland Scientists:
Professional Wetland Scientist
40-Hour OSHA HAZWOPER

SKILLS

NEPA Documentation
Pollutant fate and transport
modeling
Impacted Soil Studies and
Remediation

EDUCATION

MS, 2006, Environmental Science-
Ecology/Hydrology, University of
Virginia
BS, 2001, Environmental Science,
Allegheny College

YEARS OF EXPERIENCE

ECS: 14 Other: 5

PROFESSIONAL PROFILE

Mr. Meurer serves as a Vice President responsible for oversight of ECS' environmental services, including state and federal Environmental Impact Statements, and natural resources and wetlands delineation studies, wetland mitigation projects, and permitting. His duties also include subsurface hydrologic analyses, pollutant fate and transport modeling, and impacted soil studies and remediation.

PROJECT EXPERIENCE

NVCC Support Services, Woodbridge, VA - Mr. Meurer coordinated and managed the Environmental Impact Report prepared for the new construction of a support services building as part of our Term Contract with State Board for Community Colleges. The purpose of an EIR is to evaluate the environmental effects of the proposed state facility, and guide siting and design decisions to protect important environmental resources.

Frederick High School, Frederick, MD - The study area includes a reach of an unnamed perennial tributary of Carroll Creek to be restored, 393 linear feet in length. The stream reach is located between Carroll Parkway and a pedestrian path near the stream's confluence with Carroll Creek, east of the existing high school. The ecological performance standards set forth in the restoration plan called for the restoration of 393 linear feet of stream using natural channel design methodology. Site requires three year monitoring in accordance with USACE Nationwide Permit 27 issued.

Oakwood School, Fairfax, VA - Environmental Principal overseeing the natural resources services for this Grades 1-8 private school. ECS previously performed a wetland, stream, and Resource Protection Area (RPA) delineation on the property and received confirmation of the onsite features by the USACE (2016) and Fairfax County in (2017). Stream permitting was required due to a proposed expansion of the existing facility that necessitated placing the onsite 220-linear feet of intermittent stream into a culvert. Tasks included Stream Impact Permitting and meetings and coordination with the project team and reviewing agencies.

Riverheads Elementary School, Staunton, VA - Mr. Meurer prepared a Joint Permit Application for the proposed fill of a PEM wetland associated with placement of a stormwater pipe and associated slope fill for the proposed school. This required determining the limits of the impact by undertaking a wetland delineation, a Corps Preliminary Jurisdictional Determination, threatened and endangered species assessment, as well as both historic and cultural resource surveys.

TAB 3 - WRITTEN NARRATIVE



GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Adam Meurer

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™





Peter Templeton

May 6, 2009

Date Issued



Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fiber with vegetable based inks



THIS CERTIFIES THAT

ADAM MEURER

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

CERTIFIED HAZARDOUS MATERIALS MANAGER CHMM



March 25, 2013


DATE OF CERTIFICATION

March 31, 2023

CERTIFICATION EXPIRES

16167

CREDENTIAL NUMBER



EXECUTIVE DIRECTOR

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



TAB 3 - WRITTEN NARRATIVE



***Society of Wetland Scientists
Professional Certification Program, Inc***

renews the designation

Professional Wetland Scientist

For

Adam M. Meurer

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Renewal Program, and verified by the Society's Certification Renewal Review Panel.
Professional Wetland Scientist Number 2058 issued on 10/7/2010 and recertified on 10/3/2020.
Due to recertify again by 10/7/2025.



Kimberli J. Ponzio, PWS
President

Pat Frost, PWS
Certification Renewal Chair

TAB 3 - WRITTEN NARRATIVE

NOEL SIMMONS, PG, PMP

PRINCIPAL HYDROGEOLOGIST



REGISTRATIONS

Project Management Professional
Professional Geologist: VA, GA

CERTIFICATIONS

Groundwater Remediation Training
OSHA Hazardous Waste Operation
Supervisory Training
40-Hour OSHA Training

SKILLS

Environmental Site
Characterization
Regulatory Compliance
Assessments
Human Health/Ecological Risk
Assessment
Expert Witness

EDUCATION

MBA, 1985, Virginia Polytechnic
Institute & State University
MS, 1983, Geology, Virginia Tech
BS, 1981, Geology, Virginia Tech

YEARS OF EXPERIENCE

ECS: 7 Other: 29

PROFESSIONAL PROFILE

Mr. Simmons' 33 years of experience includes a wider variety of site characterization and groundwater investigations including large-scale CERCLA RI/FS and RCRA RFIs; Phase II Environmental Site Assessments (ESAs); UST, petroleum pipeline and terminal investigations/remediation; and detailed geologic mapping. He has successfully managed numerous critical, time-sensitive projects such as fast turnaround environmental surveys and regulatory compliance assessments for large real estate transfers, acquisitions, and divestitures. Other areas of interest include RCRA facility assessments and compliance inspections, litigation support, expert witness, and program planning support.

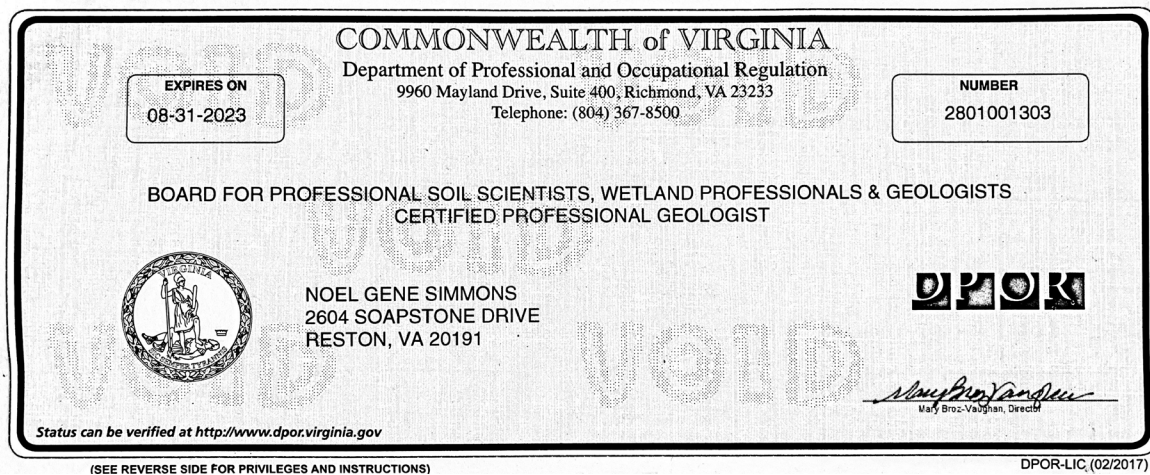
PROJECT EXPERIENCE

Virginia Department of Transportation (VDOT), Hazardous Materials and Facility Environmental Compliance Services, Statewide – Deputy Contract Manager providing primary planning, logistical, and technical quality assurance support for this 4-year, \$9,000,000 capacity contract to support VDOT across Virginia for RCRA inspections of facilities, Phase I and Phase II Environmental Site Assessments (ESAs) of new right of way, Site Investigations, remediation of impacted properties, asbestos inspections and abatement monitoring, pollution prevention, industrial hygiene, illicit discharge detection and elimination, and environmental training. Contract began August 1, 2019.

Third Party Expert Review for Virginia Department of General Services, Alexandria, VA – Evaluated technical reports, work plans, permits, and invoices concerning excavation and NPDES-permitted dewatering activities at a large construction site to determine if requests for reimbursement made by the buyer/developer were appropriate under the terms of an escrow agreement.

GSA NEPA Support Packages, StonebridgeCarras, Multiple Sites in Washington, DC and Virginia – Provided NEPA/NHPA Section 106 support and wetlands delineation services to compile data needed for GSA to perform and Environmental Assessment (EA) according to the requirements of GSA form 100 for proposed new building construction. These services included: compiling data required for a review of archaeological resources, wetlands delineation, national historical places, forest stand delineation, natural resources inventory, coastal zone management area status, and the Endangered Species Act; coordination with state environmental regulators, and the state historical preservation officer.

TAB 3 - WRITTEN NARRATIVE



TAB 3 - WRITTEN NARRATIVE

CHRISTOPHER ELLIOTT, CHMM

SENIOR PROJECT MANAGER



PROFESSIONAL PROFILE

Mr. Elliott has more than 20 years of experience in various environmental consulting roles. As Senior Environmental Project Manager, he is responsible for coordination and preparation of Phase I and Phase II Environmental Site Assessments (ESA), soil and groundwater sampling, site characterization and risk assessment. He is tasked with performing environmental investigations at sites impacted by petroleum hydrocarbons, dry cleaners, historic landfills, industrial properties and rail yards, including several sites enrolled in the Virginia Department of Environmental Quality (VDEQ) Voluntary Remediation Program (VRP).

CERTIFICATIONS

Institute of Hazardous Materials Management: Certified Hazardous Materials Manager (CHMM)

OSHA 40 Hour Hazardous Waste Operations Training Certification (HAZWOPER)

8-Hour Hazardous Waste and Emergency Response Refresher

OSHA Outreach 30 Hour Training Course – Construction Safety and Health Construction Quality Management for Contractors

SKILLS

Environmental Services

Phase I, II and III Assessments

Corrective Action Plans

Contaminated Soil Excavation Project Design and Monitoring

Health and Safety Plan Preparation

EDUCATION

BS, 1998, Environmental Studies with Geology Minor, George Washington University

YEARS OF EXPERIENCE

ECS: 19 Other: 4

PROJECT EXPERIENCE

Potomac Yards Virginia Tech Campus, Alexandria, VA – Mr. Elliott served as the Senior Project Manager overseeing the Phase I ESA conducted on the 3.5 acre property. The assessment was conducted in accordance with ASTM E1527-13 standards. The site was occupied by one low-rise movie theater and at grade asphalt parking lots.

APS HB Woodlawn, Arlington, VA - The property is developed with an approximate 107,610 square foot building reportedly constructed in 1950 and occupied by H-B Woodlawn Secondary Program. Mr. Elliott conducted a Phase I ESA on the property.

Catholic University Nursing School, Washington, DC - The 2.30-acre subject site consists of a paved parking area, paved roadways, and landscaped space associated with the greater Catholic University of America. Mr. Elliott managed the Phase I ESA in accordance with ASTM E1527-13 of the property.

Paul VI High Schools, Fairfax, VA – Mr. Elliott provided technical oversight and final review of the, Phase I ESA performed on the school in accordance with ASTM E1527-13. The subject property consists of a 18.50-acre tract of land that was utilized as a private high school with one residential building. The property is improved with one two-story building with a basement, and a 192,246 sf two-story school building with a basement mechanical area.

Oakville Industrial Park, Jefferson Davis Highway, Alexandria, VA - The site consists of ten parcels within 12.8 acres. Mr. Elliott conducted a Phase II ESA to evaluate the subsurface environment to provide an overview of the general site characterization and information for project redevelopment planning, due diligence and budgeting based on the redevelopment plan provided. Additionally ECS created a budget for remediation/engineering controls relative to the contemplated redevelopment and prepare a final report for submittal to VDEQ, VRP.

TAB 3 - WRITTEN NARRATIVE

THOMAS NELSON, CPG, PG

SENIOR PROJECT MANAGER/PROJECT HYDROGEOLOGIST



PROFESSIONAL PROFILE

Mr. Nelson has more than seven years of professional experience as a project hydrogeologist. He has experience planning and conducting, analyzing and interpreting hydrogeologic data, technical reporting, managing field staff, as well as developing project scopes and budgets. Mr. Nelson specializes in water resource investigations involving groundwater supply well siting, well design and installation, and aquifer testing and data analysis. He has significant experience working in clastic, karst, and fractured crystalline aquifer systems.

REGISTRATIONS

Certified Professional Geologist: VA
Professional Geologist: AL, TX, UT, ID

CERTIFICATIONS

OSHA 40-hour HAZWOPER
Certification with Annual
Midwest Geoscience's Aquifer Testing
for Improved Hydrogeologic Site
Characterization
Midwest Geoscience's Groundwater
Flow in Fractured Bedrock short-
course
NGWA's Visual MODFLOW
NGWA's Borehole Geophysical Logging
for Water Resource Applications

SKILLS

Hydrogeologic Investigations
Water Resource Investigations

EDUCATION

MS, 2010, Geology/Hydrogeology,
Utah State University
BS, 2006, Geology, St. Horbert College

YEARS OF EXPERIENCE

ECS: 6 Other: 7

PROJECT EXPERIENCE

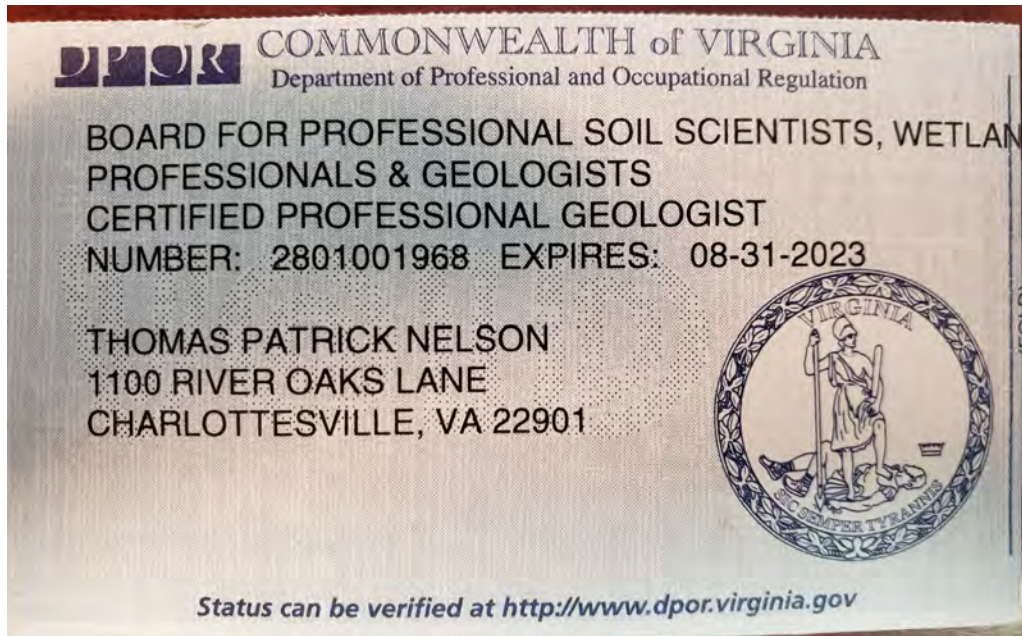
Luck Stone Quarry, Farmville, VA – Prepared a Visual Modflow model to simulate impacts to the local groundwater table from proposed dewatering. The model revealed potential impacts to a nearby reservoir, but the model's quantification of those issues ultimately enabled the permit to be issued.

So Others May Eat (SOME), Benning Road, Washington, DC – Performed detailed groundwater modeling to support Temporary Discharge Authorization Permit requirements by quantifying the impact the dewatering might have on the neighboring chlorinated solvent plume emanating from a nearby site. The numerical groundwater flow and contaminant transport model prepared using the publically-available MODFLOW-2005 flow model and MT3DMS multi-species transport model. The model was able to successfully demonstrate that offsite contaminants would be statistically unobservable in the system influent.

Augusta County Service Authority, Augusta County, VA - Mr. Nelson has been involved with several water supply projects for the Augusta County Service Authority. These projects have involved fracture trace analysis and geophysical resistivity surveying to select municipal drilling targets, well design and geologic logging of the selected drilling targets, and multi-well aquifer testing and data analysis. All of the installed wells were viable for municipal supply and yielded between 600 and 2,000 gpm.

Mary Lous Market Site, Barboursville, VA – This project involved groundwater remediation and monitoring performed under the VDEQ Petroleum Storage Tank Fund. Mr. Nelson performed maintenance of a dual-phase extraction remedial system and conducted groundwater monitoring. He also conducted technical reporting, completed map drafting, and filed claims to the VDEQ Petroleum Storage Tank Fund.

TAB 3 - WRITTEN NARRATIVE



TAB 3 - WRITTEN NARRATIVE

ABIGAIL CONKLIN-MUCHNICK, PE

ENVIRONMENTAL PROJECT MANAGER



REGISTRATIONS

Professional Engineer: PA, VA, WV,
MD

CERTIFICATIONS

OSHA: 40 Hour HAZWOPER

GeoSeal Inspector

Red Cross CPR and AED

SKILLS

Phase I Environmental Site
Assessment

Soil and Groundwater Monitoring

Underground Storage Tanks

Brownsfields

EDUCATION

Bachelor of Science, Biological
Engineering and Natural
Resources, 2017, Pennsylvania
State University, University Park,
PA

YEARS OF EXPERIENCE

ECS: 5 Other: 1

PROFESSIONAL PROFILE

Mrs. Conklin-Muchnick is an Environmental Project Manager for ECS Mid-Atlantic, LLC in the Charlottesville, VA office. She is responsible for coordinating and preparing Phase I and Phase II Environmental Site Assessments, Site Characterization Reports, underground storage tank removals, radon mitigation system designs, and groundwater impact studies.

PROJECT EXPERIENCE

Stonefield Block D1, Charlottesville, VA – Ms. Conklin-Muchnick performed an ASTM E1527-13, Phase I Environmental Site Assessment (ESA) of the property. The subject property is approximately 2.5 acres and is unimproved except for a parking lot. She also conducted environmental excavation monitoring of the site which is a portion of the Shops at Stonefield development. This development was formerly included in the Virginia Voluntary Remediation Program (VRP). Our team took samples during geotechnical drilling operations.

Mountain Run Culvert Replacement and Aquatic Organism Passage Project, Chambersburg, PA – Mrs. Conklin-Muchnick used HEC-RAS to model various design storm events through the culvert and to model the 100-year storm event. Mountain Run is a naturally reproducing trout water so the design focused on the passage of native and wild salmonids. The project will involve restoring approximately 300 feet and relocating the stream away from the roadway to give Mountain Run additional floodplain and riparian areas. Mrs. Conklin-Muchnick also provided CAD and permitting assistance.

Potomac Yards Neighborhood, Alexandria, VA – The Potomac Yards neighborhood in Alexandria, VA is a former rail yard. Mrs. Conklin-Muchnick worked with property owners, the Virginia Department of Environmental Quality, and the city of Alexandria to perform characterization, clean up, and redevelopment of former Brownfields within the Potomac Yards neighborhood. Mrs. Conklin-Muchnick has monitored the excavation of impacted soil and worked with site contactors to ensure that impacted soils were handled in accordance with local regulations.

Scotland Pond Dam Removal, Scotland, PA – Mrs. Conklin-Muchnick performed engineering analysis to size the pipe for the Scotland Pond intake pipe. Mrs. Conklin-Muchnick also performed CAD assistance and helped design the project.

TAB 3 - WRITTEN NARRATIVE



TAB 3 - WRITTEN NARRATIVE

KATHRYN ORDEL

ENVIRONMENTAL PROJECT MANAGER



CERTIFICATIONS

VA: Asbestos Inspector, Asbestos
Project Monitor, Asbestos Project
Design
Project Designer Certification

SKILLS

Environmental Testing
Asbestos Surveys and Abatement
Phase I Environmental Site
Assessments
LEED IAQ Testing

EDUCATION

Bachelor of Science, 2014,
Geology, Radford University,
Radford, VA

YEARS OF EXPERIENCE

ECS: 7 Other: 0

PROFESSIONAL PROFILE

Ms. Ordel serves as an Environmental Project Manager in Charlottesville, VA. Ms. Ordel is responsible for coordination and preparation of Phase I Environmental Site Assessments, asbestos and mold surveys and reports, asbestos project monitoring and LEED IAQ testing services. Additionally, Ms. Ordel also assists senior level management with preparing asbestos abatement project specifications.

PROJECT EXPERIENCE

Roanoke College, Salem, VA - Conducted a Hazardous Material Survey for Roanoke College in the Life Sciences Building, Trexler Hall, and Massengill Auditorium. The hazardous material survey consisted of assessing the buildings for the presence of asbestos containing materials (ACMs), collecting and submitting samples for laboratory analysis; conducting lead-based paint (LBP) screening survey using a direct-read X-Ray Fluorescence Spectrometer, and helped to determine the presence of polychlorinated biphenyls (PCBs), mercury, and other hazardous materials and provided a letter report of the visual inspection and analytical findings, which included a discussion of the results and recommendations for further action.

Botetourt County Landfill Groundwater Monitoring Services, Botetourt, VA – Ms. Webb has assisted in semi-annual sampling and gauging of several groundwater monitoring wells located throughout the Botetourt Landfill.

Grace Christian School, Staunton, VA – Ms. Webb provided environmental services to the elementary through high school buildings. ECS conducted the AHERA (Asbestos Hazard Emergency Response Act) three-year Asbestos Re-inspection, collected asbestos samples for laboratory analysis, and provided air monitoring during asbestos abatement.

Waynesboro Public Schools, Waynesboro, VA – Ms. Webb was the environmental technician who collected field samples for an asbestos survey, and assisted with preparation of a report that provided findings and recommendations.

Cave Spring High School, Roanoke, VA – Environmental Technician: For the Roanoke County Public Schools, Ms. Ordel is providing asbestos abatement monitoring and will perform a final abatement clearance testing as part of a planned renovation project for the high school. This work is being performed under a contract ECS currently holds with the DGS (DEB20170106HE).



TAB 3 - WRITTEN NARRATIVE

DPOR License Lookup License Number 3303004060

License Details

Name	WEBB, KATHRYN ROSE
License Number	3303004060
License Description	Asbestos Inspector License
Rank	Asbestos Inspector
Address	BARBOURSVILLE, VA 22923
Initial Certification Date	2015-05-20
Expiration Date	2021-05-31

DPOR License Lookup License Number 3305001363

License Details

Name	WEBB, KATHRYN ROSE
License Number	3305001363
License Description	Asbestos Project Designer License
Rank	Asbestos Project Designer
Address	BARBOURSVILLE, VA 22923
Initial Certification Date	2019-07-03
Expiration Date	2021-07-31

DPOR License Lookup License Number 3305001363

License Details

Name	WEBB, KATHRYN ROSE
License Number	3305001363
License Description	Asbestos Project Designer License
Rank	Asbestos Project Designer
Address	BARBOURSVILLE, VA 22923
Initial Certification Date	2019-07-03
Expiration Date	2021-07-31

TAB 3 - WRITTEN NARRATIVE

TAYLOR MICHELITCH

STAFF PROJECT MANAGER



PROFESSIONAL PROFILE

Taylor Michelitch sits in the Winchester, VA office and currently serves as an Environmental Staff Project Manager with over four years of experience. His experience includes Phase I and II Environmental Site Assessments (ESA), asbestos abatement monitoring, lead sampling, mold remediation monitoring, asbestos sampling and abatement reports, operation and maintenance of remediation systems of various size, environmental and geotechnical drilling, and various forms of environmental sampling for soil, groundwater, and soil vapor.

REGISTRATIONS

VA: Asbestos Inspector, Asbestos Project Monitor, Lead Inspector,

WV: Lead Inspector, Asbestos Inspector, Asbestos Air Clearance Monitor

CERTIFICATIONS

Asbestos Inspector Certification

Asbestos Project Monitor Certification

Lead Inspector Certification

West Virginia Asbestos Air Clearance Monitor Certification

SKILLS

Indoor Air Quality Testing

Hazardous Materials

Phase I and Phase II Environmental Site Assessments

Industrial Hygiene

Mold

EDUCATION

BS, 2017, Biology, Radford University

YEARS OF EXPERIENCE

ECS: 4 Other: 0

PROJECT EXPERIENCE

Shenandoah University, Winchester, VA – Mr. Michelitch periodically performs Indoor Air Quality assessments for Shenandoah University when a concern arises for potential mold in a building. Projects for the University have included impacted classrooms and dormitories. Samples were collected via air samples and surface swabs and all samples were submitted to an independent laboratory for analysis. Mr. Michelitch prepared the sampling reports for submission to a Principal for final review.

Interwoven Mills, Martinsburg WV – Mr. Michelitch performed a large scale asbestos and lead survey on a vacant industrial facility with 22 buildings, many of which have been abandoned or underutilized for decades. The size of the industrial complex was so large, multiple ECS members were needed to complete the asbestos and lead surveys over several weeks. Following the completion of the surveys, Mr. Michelitch worked with Senior Project Managers to prepare a detailed report of the materials identified as well as removal specifications and work plans for use during the abatement activities. Taylor also assisted with the Phase I and II ESA of the property. Mr. Michelitch gathered the historical data, conducted the on-site Phase I site reconnaissance, and generated a concise report summarizing the historical presence of recognized environmental conditions associated with the property. The Phase II ESA included the installation of multiple monitoring wells into bedrock along with the collection of soil, soil vapor, and groundwater samples.

Frederick County Public Schools, Winchester, VA – Mr. Michelitch performed lead in drinking water sampling of 16 schools and three support facilities for public schools under the current ECS term contract. Samples were collected from every drinking source within the buildings which required very detailed documentation of the sample locations. All samples were shipped to the laboratory, testing lasted for several weeks and retesting is performed on an ongoing basis, as needed. Mr. Michelitch prepares the reports detailing the results.

TAB 3 - WRITTEN NARRATIVE

DPOR License Lookup License Number 3303004503

License Details

Name	MICHELITCH, TAYLOR RICHARD CHARLES
License Number	3303004503
License Description	Asbestos Inspector License
Rank	Asbestos Inspector
Address	WINCHESTER, VA 22603
Initial Certification Date	2019-03-27
Expiration Date	2023-03-31

DPOR License Lookup License Number 3309001959

License Details

Name	MICHELITCH, TAYLOR RICHARD CHARLES
License Number	3309001959
License Description	Asbestos Project Monitor License
Rank	Asbestos Project Monitor
Address	WINCHESTER, VA 22603
Initial Certification Date	2018-08-14
Expiration Date	2022-08-31

DPOR License Lookup License Number 3355001075

License Details

Name	MICHELITCH, TAYLOR RICHARD CHARLES
License Number	3355001075
License Description	Lead Inspector License
Rank	Lead Abatement Inspector
Address	WINCHESTER, VA 22602
Initial Certification Date	2021-10-27
Expiration Date	2022-10-31

TAB 3 - WRITTEN NARRATIVE

DAVID STAMBAUGH

ENVIRONMENTAL TECHNICIAN



PROFESSIONAL PROFILE

David Stambaugh serves as an Environmental Technician in our Winchester, VA offices specializing in asbestos building inspections, asbestos abatement monitoring, and assisting with report preparation asbestos sampling and abatement reports. Mr. Stambaugh also has 4 years of experience performing asbestos abatement and mold remediation through his previous employer where he served as a licensed Asbestos Supervisor.

REGISTRATIONS

VA: Asbestos Project Monitor
WV: Asbestos Air Clearance Monitor
Responsible Land Disturber

CERTIFICATIONS

Asbestos Inspector Certification
Asbestos Project Monitor
Certification
Asbestos Project Designer
Certification
West Virginia Asbestos Air Clearance
Monitor Certification

SKILLS

Hazardous Materials

YEARS OF EXPERIENCE

ECS: 6 Other: 7

PROJECT EXPERIENCE

TFC Poultry Abatement, Winchester, VA - Mr. Stambaugh performed supervised monitoring and clearance testing of abatement activities during the renovation of an industrial building.

National Museum of Women in the Arts Abatement, DC - Mr. Stambaugh assisted in daily monitoring of abatement activities including removal of plaster ceiling and walls, and window caulking.

Norfolk Airport Abatement, Norfolk VA - Mr. Stambaugh performed daily monitoring and clearance for glovebag pipewrap removal to allow for installation of new hvac units in the airport tugbay.

Historic Orchard Sampling, VA & WV - Mr. Stambaugh routinely conducts environmental soil sampling on historic orchards sites that have been identified as a Recognized Environmental Condition (REC). Due to the historic use of lead arsenate pesticides throughout the great Valley in Virginia and West Virginia, many properties suffer from elevated arsenic and lead concentrations in the shallow soils. The soil evaluations are conducted for pesticides, arsenic, and lead. If not properly characterized and managed, the orchard contamination can pose a risk to current or future occupants of the property. Special consideration must also be taken for construction worker exposure during redevelopment. Mr. Stambaugh coordinates sampling activities with the independent laboratories, conducts the sampling, and transports all samples under chain of custody protocol to the select laboratory.

DPOR License Lookup License Number 3309002121

License Details

Name	STAMBAUGH, DAVID
License Number	3309002121
License Description	Asbestos Project Monitor License
Rank	Asbestos Project Monitor
Address	WINCHESTER, VA 22602
Initial Certification Date	2022-04-18
Expiration Date	2023-04-30

DPOR License Lookup License Number 3309001288

License Details

Name	NUIQUE, GALLARDO SEDILLO
License Number	3309001288
License Description	Asbestos Project Monitor License
Rank	Asbestos Project Monitor
Address	ROCKVILLE, MD 20851
Initial Certification Date	2004-07-13
Expiration Date	2022-07-31

TAB 3 - WRITTEN NARRATIVE

GALLARDO “JP” NUIQUE

ENVIRONMENTAL TECHNICIAN



CERTIFICATIONS

ECS: Radiation Safety for NUKE
Asbestos Project Monitor
4 Hour - Fall Protection Awareness

SKILLS

Environmental Site Assessments
Soil and Groundwater Testing
Hazardous Materials Surveys

YEARS OF EXPERIENCE

ECS: 10 Other: 0

PROFESSIONAL PROFILE

Mr. Nuique serves as an Environmental Technician for the ECS Mid-Atlantic Environmental Group. He has experience with Phase I and II Environmental Site Assessments, environmental soil and groundwater sampling programs, site characterization reports, risk assessments and hazardous materials surveys, and wetland delineation studies. He is responsible for writing professional daily reports on the environmental testing and observation work completed in the field to provide clients, contractors, engineers, architects, and code officials a clear audit trail for projects.

PROJECT EXPERIENCE

Museum of the Bible, Washington, DC – The new museum plans include a 430,000 square feet of non-profit space featuring traveling exhibits which rotate from one Museum of the Bible to another. The property purchased was constructed in 1923, which Mr. Nuique conducted an asbestos investigation on. The design was to include preserving the existing structure with major alterations.

APS - Thurgood Marshall Building, Arlington, VA - Provided air sampling monitoring during the asbestos abatement work, consisting on the removal of approximately seven square feet (7 SF) of glue dots, associated with 1' x 1' ceiling tiles, from plaster ceiling in hallway on the 1st floor by mechanical room

Heritage Mall Citgo, Fairfax County, VA - The Heritage Mall is an active retail center with a former gasoline station and an active dry cleaner. During a preliminary site assessment completed by ECS for the purposes of site redevelopment chlorinated solvents and petroleum hydrocarbons were identified in soil and groundwater samples collected from the property. Mr. Nuique assisted with the corrective action plan at the site.

APS Ashlawn Elementary School, Phase 3, Arlington, VA - Performed observations of the work areas and engineering controls prior to abatement and monitoring of the work practices during abatement for regulatory compliance, conduct Phase Contrast Microscopy (PCM) air sampling inside and outside the work areas to evaluate engineering controls, conduct a final visual assessment to ascertain that identified asbestos-containing materials have been removed and conduct final clearance air sampling.

TAB 3 - WRITTEN NARRATIVE



As demonstrated by our project examples as well as the resumes for the key team members, ECS is well versed in providing environmental and industrial hygiene support services to institutions of higher learning. ECS has been providing professional consulting engineering services for colleges and universities throughout the commonwealth since 1990. Project sizes can vary from a few hundred dollars to hundreds of thousands of dollars. ECS' ability to properly execute task orders under these term contracts is demonstrated by the continual renewal of the contracts, with some contracts being held by ECS for as long as 20 years!

Since 2002, ECS has held a term contract with the College of William & Mary to provide professional engineering services, including environmental testing and consulting services, geotechnical engineering, and construction materials testing services. ECS has worked on over 255 projects for William & Mary throughout the duration of the term contracts, 17 of the 255 projects started in 2022, and 12 of the 17 have been industrial hygiene related (asbestos, lead, and mold). The vast majority of the task orders issued in the William & Mary contract are related to environmental consulting. The types of projects have included asbestos assessments, air quality assessments, water testing, moisture and mold testing, and abatement monitoring in addition to many other services. In addition to William & Mary, ECS works with many other institutions of higher education including, Shenandoah University, George Mason, Georgetown University, American University, and Howard University.

One notable project that ECS has supported with our environmental, geotechnical, and material testing capabilities is the Georgetown Hospital Medical Surgical Pavilion on the Georgetown University campus. The proposed Surgical Pavilion will occupy a building footprint of approximately 838,000 square feet which lies above a former stream valley/ravine containing more than 80 feet of contaminated fill material. As part of the development effort, an older science building was demolished. Prior to demolition, ECS completed the asbestos survey of the large structure and during demolition provided all abatement monitoring services. To characterize the soil for disposal, 150 soil and 10 groundwater samples were collected from 15 soil borings completed at depths up to 60 feet below ground surface. The investigation was completed on the weekends at the request of the University. ECS prepared all regulatory environmental documentation associated with the project and continues to monitor the environmental remediation efforts at the property. In addition to environmental services, ECS is also providing all special inspection services, third-party code compliance inspection services, fire resistive penetration and joint system (firestopping) services, and building envelope quality assurance and observation services during the construction phase. The Georgetown University MedStar project is a classic example that ECS departments can work collectively to identify and deliver successful project solutions.

On the following page a select listing of recent college and university projects for which ECS is or has been providing professional environmental testing and consulting services:

TAB 3 - WRITTEN NARRATIVE

THE COLLEGE OF WILLIAM & MARY

LAW SCHOOL - Asbestos Monitoring - Ongoing
HORNSBY HOUSE ATTIC - Asbestos & Lead Paint - Ongoing
BRYAN COMPLEX - Asbestos & Lead Paint - 2022
MONROE HALL - Asbestos & Lead Paint - 2022
JONES HALL - Asbestos Monitoring - 2022
KAPLAN ARENA - Asbestos Monitoring - 2022
KAPLAN ARENA - Asbestos Survey & Specifications - 2020
BLOW MEMORIAL HALL - ACM Sampling - 2022
PRESTON HALL - Mold & Air Sampling - 2022
DILLARD COMPLEX DEMO - ACM Sampling - 2022
HOLMES HOUSE - Asbestos Survey - 2021
FINE & PERFORMING ARTS CENTER - Lead Paint & Asbestos Monitoring - 2021
KING HEALTH CENTER - Asbestos Monitoring - 2022
MEMORIAL TO THE ENSLAVED - Asbestos Sampling & Monitoring - 2021
DILLARD COMPLEX - Asbestos Monitoring - 2021
MILLER HALL - Mercury Cleanup Protocol - 2021
BALL HALL - Water Sampling - 2021
WELLNESS CENTER - Mold Remediation Evaluation & Monitoring - 2021
PBK HALL - Asbestos Monitoring - 2020
VIRGINIA HALL - Asbestos Monitoring - 2020
ALUMNI HOUSE - Lead Paint - 2020

RADFORD UNIVERSITY

MAIN and TYLER HALLS - Phase I ESA - Ongoing
DEDMON CENTER - Mercury Air Sampling - 2021
PETERS HALL - Mercury Air Sampling - 2021
TRINKLE HALL - Mercury Air Sampling - 2021

RICHARD BAND COLLEGE

PRESIDENT'S HOUSE - Asbestos & Lead Paint, Mold Moisture Survey - 2021
ACADEMIC INNOVATION CENTER - Asbestos & Lead - 2019

UNIVERSITY OF MARY WASHINGTON

STEAM TUNNEL - ACM Survey - Ongoing
STEAM TUNNEL - Asbestos Monitoring - 2022
JEPSON SCIENCE CENTER - Mold Assessment - 2020
GEORGE WASHINGTON HALL - Asbestos Survey - 2020
ARRINGTON HALL - Mold Sampling - 2018
SEACOBEC - Asbestos Monitoring - 2019
VIRGINIA HALL - Hazmat Survey & Specifications - 2019
ALVEY HALL - Hazmat Survey - 2018
WILLARD HALL - Asbestos Monitoring - 2019

SHENANDOAH UNIVERSITY

SOUTH COMMON - ACM Sampling - 2022
CLASSROOM A SOUTH CAMPUS - IAQ Sampling - 2020

CHRISTOPHER NEWPORT UNIVERSITY

FERGUSON CENTER ROOF - Hazmat Consulting - 2022
RATCLIFFE HALL LOCKER ROOMS - Lead TCLP - 2021
PHYSICAL PLANT - Asbestos Monitoring - 2020

VIRGINIA COMMONWEALTH UNIVERSITY

RHOADS HALL RENOVATION - Asbestos Monitoring - 2017
PRESIDENT'S HOUSE - Lead Dust - 2016
AOP & CHOR EMERGENCY GENERATOR - Permitting - 2020
MAIN DOWNTOWN CAMPUS - Spill Prevention Control & Countermeasure Plan - 2020

VIRGINIA TECH

STEAM TUNNEL - Asbestos Monitoring - 2022
INNOVATION CAMPUS-ACADEMIC BUILDING - Excavation Monitoring - Ongoing
POTOMAC YARDS VT CAMPUS - VRP Administration and Sampling - 2021

GEORGE MASON UNIVERSITY

MASONVALE - Phase I ESA - 2021
ONE UNIVERSITY - ACM Survey - 2020

UNIVERSITY OF RICHMOND

BOATWRIGHT LIBRARY BASEMENT - Asbestos Monitoring - 2021
WOOD HALL - Asbestos Survey - 2021
ROBINS CENTER - Asbestos Monitoring - 2020 & 2021

VIRGINIA INSTITUTE OF MARINE SCIENCE

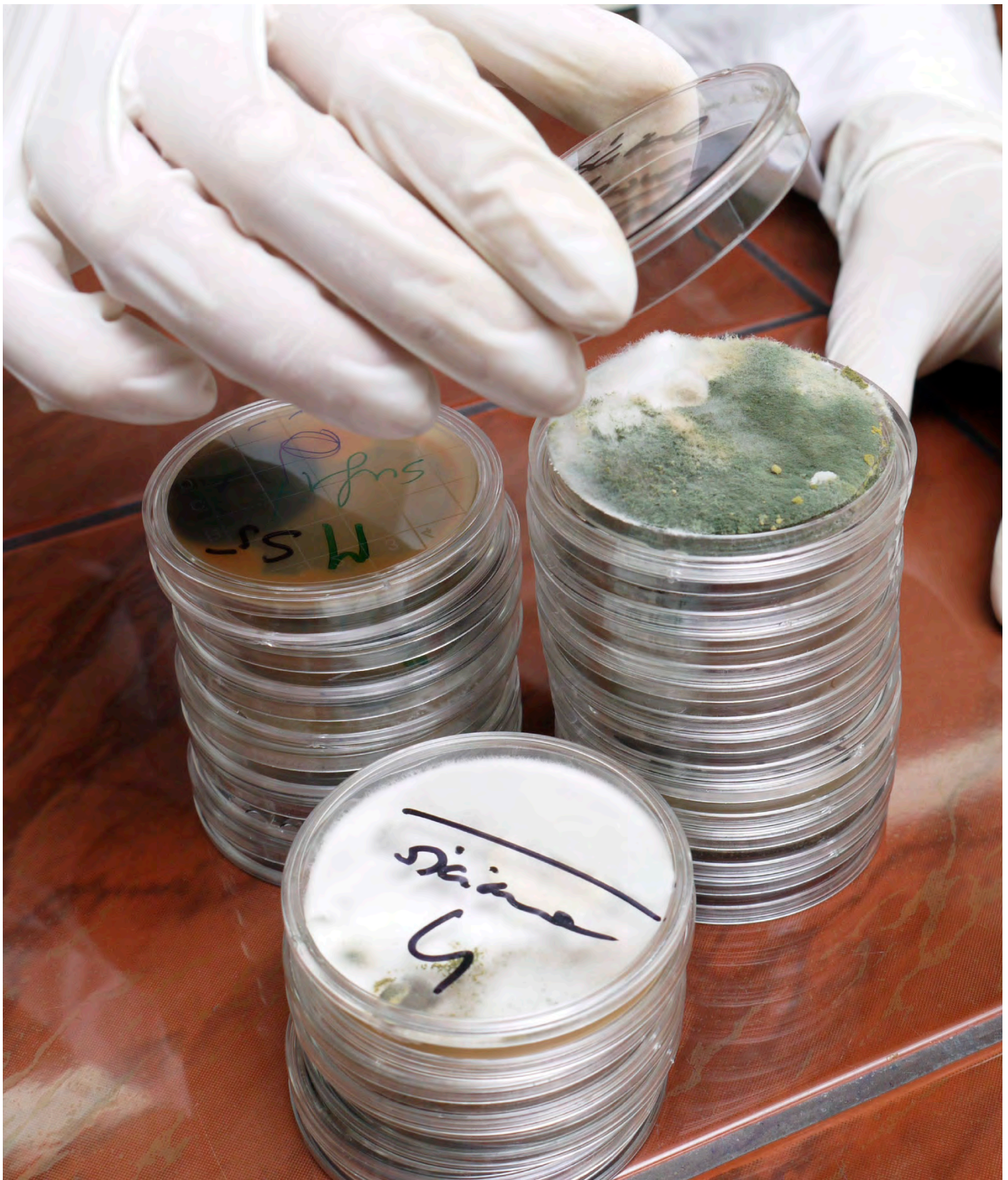
UNDERGROUND PIPING - Asbestos Sampling - 2021
DEMOLITION OF 11 STRUCTURES - Asbestos Monitoring - 2020
PARADE BUILDINGS - PFETs and Radon Systems Design - 2020

OLD DOMINION UNIVERSITY

NEW EDUCATION BUILDING - OSHA Compliance Review - 2021

VIRGINIA COMMUNITY COLLEGE SYSTEM

MOUNTAIN EMPIRE CC - Wetlands - 2020



Tab 4

Attachment A

TAB 4 - ATTACHMENT A

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 34 Months 3

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
VDOT Central Office	2019-Present	1401 E Broad Street, Richmond, VA 23219	David Wilson 804.786.5588
Colonial Heights Public Schools	2010-Present	2600 Woodlawn Ave., Colonial Heights, VA 23834	Kenny Harrell 804.524.3448
Arlington Public Schools	2009-Present	2770 S. Taylor Street, Arlington, VA 22206	Doug Martin 703.228.7739
William & Mary	2018-Present	PO Box 8795, Williamsburg, VA 23187	Ryan Wright 757.221.1523
University of Mary Washington	2018-Present	1301 College Ave., Fredericksburg, VA 22401	Gary Hobson 540.654.1292

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

Christopher Chapman, CIH | 2119 North Hamilton Street, Richmond, VA 23230

Adam Meurer, CHMM, PWS, LEED AP | 4004 Hunterstand Court, Suite 102, Charlottesville, VA 22911

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: N/A
- _____
- _____
- _____





Tab 5

Small Business Subcontracting Plan

TAB 5 - SMALL BUSINESS SUBCONTRACTING PLAN

ATTACHMENT B

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

Offeror Name: ECS Mid-Atlantic, LLC **Preparer Name:** Patty Phillips

Date: 5/30/22

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 No X

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 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).

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TAB 5 - SMALL BUSINESS SUBCONTRACTING PLAN

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: Environmental & Industrial Hygiene Services | MPM-1153 Date Form Completed: 5/30/22

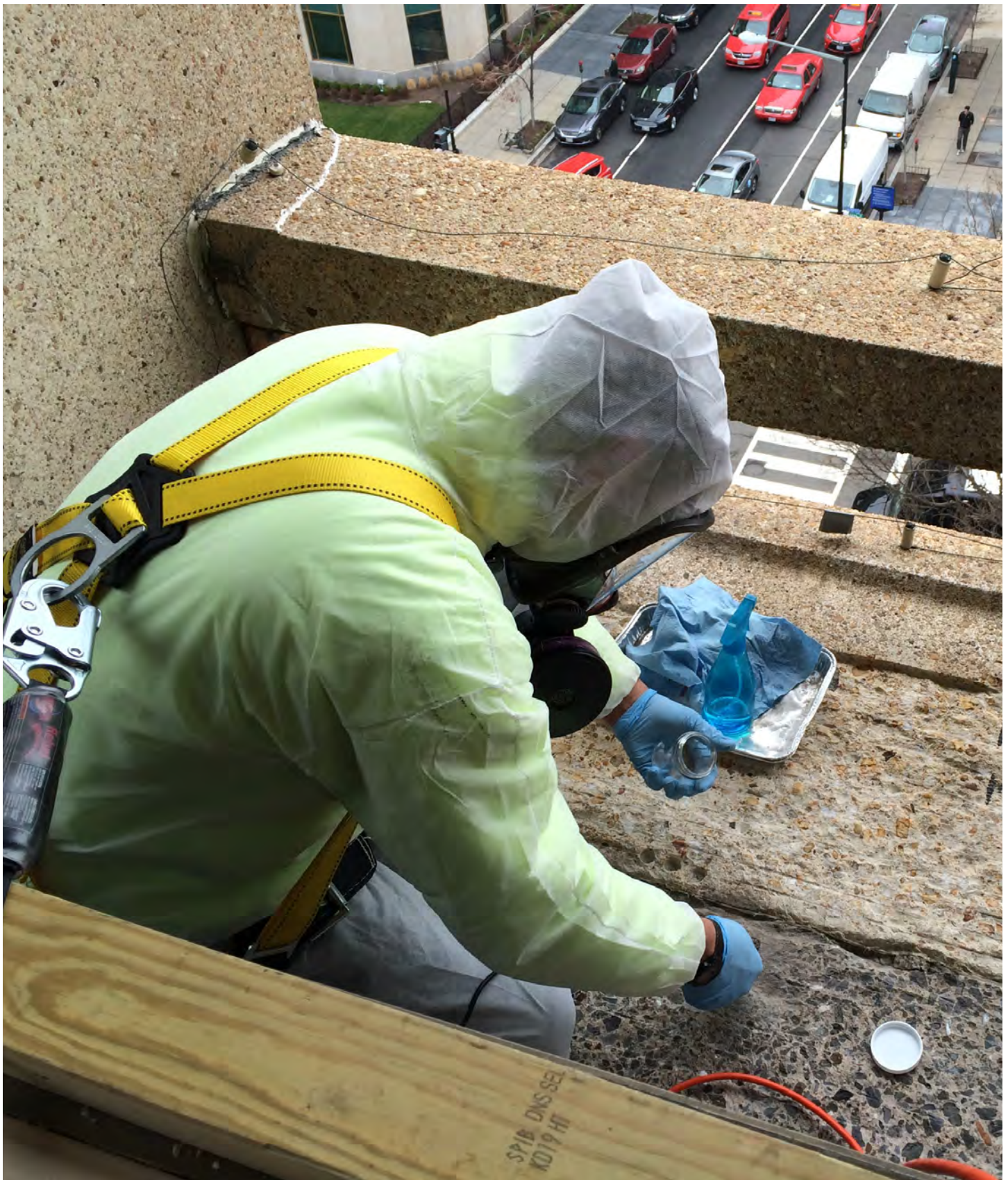
Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses for this Proposal and Subsequent Contract

Offeror / Proposer: ECS Mid-Atlantic, LLC
Firm
 4004 Hunterstand Court, Suite 102, Charlottesville, VA 22911 Christopher Chapman, CIH | 804.258.2101
 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)
Maryland Spectral Services 1500 Caton Center Dr. Suite G Baltimore, MD 21227	Cory Koons 410.247.7600	SBE #810804 (Micro)	Environmental Laboratory Testing	TBD	TBD
A-Zone Environmental Services, LLC 2181 Berryville Pike Charles Town, WV 25414	Adrienne Morgan 304.724.6458	WBE #3400377	Drilling	TBD	TBD

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

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Tab 6

Sales with VASCUPP Member Institution

TAB 6 - SALES WITH VASCUPP MEMBER INSTITUTION

Below is a list of our company sales over the past 12 months with VASCUPP Member Institutions.

Institution	Sales Amount (past 12 months)
James Madison University	\$ 2,562.39
Longwood University	\$ 7,928.77
Old Dominion University	\$ 61,519.01
Radford University	\$ 95,558.83
University of Mary Washington	\$ 44,955.27
UVA Foundation	\$ 9,455.00
Virginia Commonwealth University	\$ 54,867.86
Virginia Tech	\$ 184,478.04
Virginia Tech Foundation	\$ 34,729.75
William & Mary - Facilities & Planning	\$ 244,320.09
TOTAL	\$ 740,375.01



Tab 7

Pricing Schedule

TAB 7 - PRICING SCHEDULE

	PRICING SCHEDULE BY ZONE	
	Zone 2	Zone 2
	Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday - Friday)*	Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*
Principal	\$215.00/hour	
CIH/CSP/Program Manager	\$165.00/hour	
Senior Professional	\$145.00/hour	
Project Manager	\$125.00/hour	
Asbestos Abatement Designer	\$115.00/hour	
Asbestos/Lead Inspector	\$105.00/hour	\$157.50/hour
Asbestos Management Planner	\$115.00/hour	
Asbestos Project Monitor/Industrial Hygiene Technician	\$68.00/hour	\$102.00/hour
Staff Geologist	\$90.00/hour	\$135.00/hour
Draftsperson/CADD Operator	\$75.00/hour	\$112.50/hour
Clerical Support	\$55.00/hour	
IAQ Specialist	\$115.00/hour	
Field Technician	\$80.00/hour	\$120.00/hour
Environmental Engineer	\$125.00/hour	
Environmental Technician	\$80.00/hour	\$120.00/hour
ISO 14000 Specialist	\$150.00/hour	
Asbestos Airborne Fiber Analysis, PCM On-site Analysis	\$9.00/sample	
Asbestos Bulk Sample Analysis, PLM 3 day TAT	\$12.00/sample	
Asbestos Airborne Fiber Analysis, TEM 24 hr TAT	\$85.00/sample	
Particle Identification, PM 10 and PM 2.5 Analysis	\$85.00/sample	
Lead Paint Analysis, On-site Analysis	\$350.00/day	
Spore Trap Analysis 24 hr TAT	\$50.00/sample	
MS4 Program Manager	\$150.00/hour	
MS4 Inspector	\$75.00/hour	\$112.50/hour

TAB 7 - PRICING SCHEDULE

	PRICING SCHEDULE BY ZONE	
	Zone 2	Zone 2
	Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday - Friday)*	Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*
Stormwater Inspector	\$75.00/hour	\$112.50/hour
MS4 Plan Review	\$150.00/hour	
MS4 Plan Administrator	\$150.00/hour	
MS4 Dry Weather Screening Technician	\$75.00/hour	\$112.50/hour
MS4 Flow Screening Analysis, Fecal PCB, Turbidity, Nitrogen, Phosphorous, Temp, Ph	F=\$42; PCB=\$120; N=\$48; P=\$48 Flow/Temp/Ph/Turbidity field read=\$375/week	
GIS Technician	\$75.00/hour	\$112.50/hour
Wetland Specialist/Permit Writer	\$110.00/hour	
Geoprobe Vehicle (does not include consumables {pvc, grouting})	\$2,520.00	
DRO and GRO Analysis	\$76.80 (combined)	
Senior Project Manager	\$150.00/hour	
Senior Geologist	\$150.00/hour	
UST Technician	\$80.00/hour	\$120.00/hour
UST Supervisor	\$125.00/hour	
Environmental Scientist	\$95.00/hour	
Senior Environmental Scientist	\$105.00/hour	
Air Pumps	N/A (no charge)	
Stormwater Pump 2"	\$450.00/month	
Stormwater Pump 4"	\$650.00/month	
Meters IAQ Meter (Temp, RH, PM, Thermal, CO/CO2)	\$200.00/day	
Microscopes	N/A (no charge)	
Trucks	\$50.0/day	
Hand Auger	\$10.00/day	
ISCOs (Chemical Mixing/Pumping)	\$2,200.00/day	
Generator	\$15.00/day	
Mold Traps/Air O Cells	N/A (In Analysis Fee)	



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; 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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	D. Zone Map		
	E. JMU Design & Construction Guidelines (dated 8/1/2020)		

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.
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> (https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/) §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) for a minimum of 10 days.

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

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

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

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

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

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

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
_____		_____	
Street or Box No.		RFP #	
_____		_____	
City, State, Zip Code		RFP Title	
Name of Purchasing Officer: _____			

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-

certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly

introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. 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
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*									
<i>Supervisor</i> Labor Rate \$/hour									
<i>Inspector</i> Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
<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	
Charge Card Processing Fees:	%

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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