



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU6438

This contract entered into this 20<sup>th</sup> day of September 2022, by Dusty Ducts, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From September 25, 2022 through September 24, 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-1159 dated July 25, 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 August 11, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated September 20, 2022.

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

CONTRACTOR:

PURCHASING AGENCY:

By: Brand Force  
(Signature)

By: Michael Morrison  
(Signature)

Brand Force  
(Printed Name)

Michael Morrison  
(Printed Name)

Title: Office Manager/Safety

Title: Buyer Senior

**RFP# MPM-1159 DUCT & EXHAUST CLEANING**

9/20/2022

The Primary Point of Contact for this Contract is:

Rick Crickenberger  
 434-444-1001  
 rick@dustyducts.com

**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.

| <b>PRICING SCHEDULE BY ZONE</b>   |                         |                         |                         |                         |                         |                         |                         |                         |                         |
|---|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*</b>  |                         |                         |                         |                         |                         |                         |                         |                         |                         |
| <b>Service</b>  | <b>Zone 1</b>           | <b>Zone 2</b>           | <b>Zone 3</b>           | <b>Zone 4</b>           | <b>Zone 5</b>           | <b>Zone 6</b>           | <b>Zone 7</b>           | <b>Zone 8</b>           | <b>Zone 9</b>           |
| <b>HVAC System Cleaning Crew</b><br>2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)   | \$155.00<br>per<br>hour | \$145.00<br>per<br>hour | \$145.00<br>per<br>hour | \$155.00<br>per<br>hour | \$155.00<br>per<br>hour | \$155.00<br>per<br>hour | \$145.00<br>per<br>hour | \$145.00<br>per<br>hour | \$145.00<br>per<br>hour |
| <b>Air Handling Unit &amp; Coil Cleaning Crew</b><br>2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor) | \$155.00<br>per<br>hour | \$145.00<br>per<br>hour | \$145.00<br>per<br>hour | \$155.00<br>per<br>hour | \$155.00<br>per<br>hour | \$155.00<br>per<br>hour | \$145.00<br>per<br>hour | \$145.00<br>per<br>hour | \$145.00<br>per<br>hour |
| HVAC Inspector/Ventilation Auditor  | \$85.00<br>per<br>hour  |
| Project Manager for Multiple Crews  | \$70.00<br>per<br>hour  |
| <b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>  |                         |                         |                         |                         |                         |                         |                         |                         |                         |
| <b>HVAC System Cleaning Crew</b><br>2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)   | \$220.00<br>per<br>hour | \$215.00<br>per<br>hour | \$215.00<br>per<br>hour | \$220.00<br>per<br>hour | \$220.00<br>per<br>hour | \$220.00<br>per<br>hour | \$215.00<br>per<br>hour | \$215.00<br>per<br>hour | \$215.00<br>per<br>hour |

**NEGOTIATION SUMMARY**

**DUSTY DUCTS, INC.**

|   |                          |                   |                   |                   |                   |                   |                   |                   |                   |
|---|--------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Air Handling Unit &amp; Coil Cleaning Crew</b><br>2 persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, 1 Cold Water Pressure Washer or Coil Cleaning Maching, 1 wet/dry vacuum, and 1 air compressor) | \$220.00 per hour        | \$215.00 per hour | \$215.00 per hour | \$220.00 per hour | \$220.00 per hour | \$220.00 per hour | \$215.00 per hour | \$215.00 per hour | \$215.00 per hour |
| HVAC Inspector/Ventilation Auditor  | \$110.00 per hour        | \$105.00 per hour | \$105.00 per hour | \$110.00 per hour | \$110.00 per hour | \$110.00 per hour | \$105.00 per hour | \$105.00 per hour | \$105.00 per hour |
| Project Manager for Multiple Crews  | \$95.00 per hour         | \$90.00 per hour  | \$90.00 per hour  | \$95.00 per hour  | \$95.00 per hour  | \$95.00 per hour  | \$90.00 per hour  | \$90.00 per hour  | \$90.00 per hour  |
| <b>Equipment and Materials</b>  |                          |                   |                   |                   |                   |                   |                   |                   |                   |
| <i>Price/Unit</i>   | See attached rate sheet. |                   |                   |                   |                   |                   |                   |                   |                   |

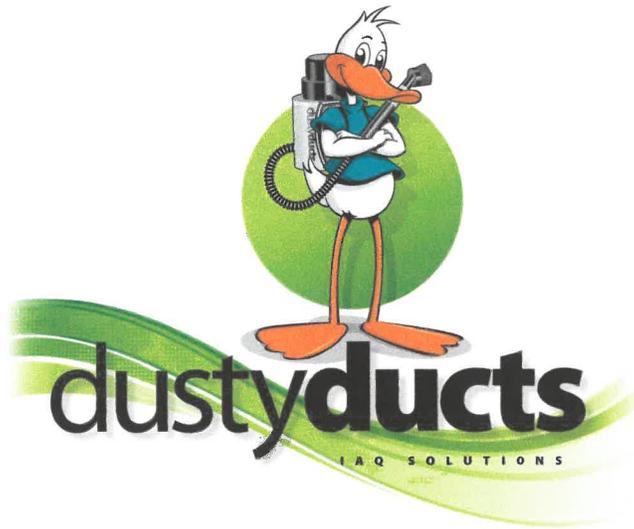
**Add additional rows – as needed – to list all rates and fees for labor and services. The categories listed on the chart above represent what the University considers a “typical” response crew for references purposes. Please note any differences to the typical crew based on your firm’s offering.**

| <b>Other Fees</b>                   |     |
|-------------------------------------|-----|
| <b>Charge Card Processing Fees:</b> | 0 % |
|                                     |     |
|                                     |     |
|                                     |     |

Product Price Sheet for JMU – VASCUPP for RFP# MPM-1159:

|                                 |                 |          |
|---------------------------------|-----------------|----------|
| Access Doors - round            | 14"             | \$88.32  |
| Access Doors - round            | 10"             | \$88.32  |
| Access Doors - round            | 8"              | \$63.60  |
| Access Doors - round            | 12"             | \$88.32  |
| Access Doors - round            | 16"             | \$92.31  |
| Access Doors - square           | 18"-24"         | \$60.00  |
| Round Half doors                | 11*9            | \$39.00  |
| Round Half doors                | 13*10           | \$41.51  |
| Round Half doors                | 15*13           | \$45.11  |
| Round Half doors                | 10*8            | \$37.03  |
| Access Panels/Patches           | 8"-16"          | \$32.00  |
| BBJ Coil Cleaner                | 1 gal bottle    | \$39.00  |
| BBJ Fresh Duct                  | 1 aerosol can   | \$39.00  |
| BBJ Mold Control                | 1 bottle        | \$98.00  |
| Black hawk Coil Cleaner         | 1 aerosol can   | \$13.00  |
| Cleaning Cloths                 | 1 box           | \$20.00  |
| Controlled Release Pancrete     | 1 2-part kit    | \$0.00   |
| Controlled Release V570         | 1 gal. kit      | \$328.34 |
| Disposable Gloves               | 1 box           | \$4.95   |
| Duct Seal Versa Grip 181/Mastic | 1 gallon bucket | \$55.85  |
| Fiberlock Aftershock            | 1 - 5gal bucket | \$285.00 |
| Fiberlock IAQ 4000              | 1 - 5gal bucket | \$232.41 |
| Fiberlock IAQ 8000              | 1 - 5gal bucket | \$204.70 |
| Fiberlock Recon                 |                 | \$174.64 |
| Fiberlock Shockwave             | 1 - 5gal bucket | \$175.00 |
| Fiberlock Advanced Peroxide     | 1 gal bucket    | MSRP     |
| Fire Damper Links               | 1 piece         | \$8.00   |
| Hood Pro                        | 5 gal           | \$57.50  |
| Jigsaw Blades                   |                 | \$9.99   |
| Lift Rental 19" Scissor         | 19"             | \$328.70 |

|   |                |          |
|---|----------------|----------|
| Medallion - Ecolab                          | 1 bottle       | \$25.00  |
| Negative Air or Air Scrubber HEPA Filter    | 1 Filter       | \$195.00 |
| Negative Air or Air Scrubber pleated filter | 1 Filter       | MSRP     |
| Negative Air or Air Scrubber filter pad     | 1 Filter       | MSRP     |
| Paint Brush                                 | 1 brush        | \$10.00  |
| Paint Brush "chip brush"                    | 1 brush        | \$10.00  |
| Plastic 2 or 3 mil                          | 100 ft Roll    | \$30.00  |
| Plastic 6 mil                               | 100 ft Roll    | \$98.00  |
| Plastic Large Blue Sticky                   | 1 Roll         | \$34.30  |
| Plastic Small Blue Sticky                   | 1 Roll         | \$45.00  |
| Plugs                                       | 1 bag          | \$30.00  |
| Pump up sprayer                             | 1 sprayer      | \$9.98   |
| Rags  | 1 bag          | \$14.98  |
| Respirator - Mask                           | 1 mask         | \$21.00  |
| Respirator half face                        | 1 mask         | \$14.00  |
| Respirator HEPA Filters                     | 1 Pair         | \$12.00  |
| Screws 5/16 self tapping 1"                 | per 500        | \$30.00  |
| Simple Green / Mean Green                   | 1 gal          | \$15.00  |
| Sporicidin Microbial Test Kit               | 1 - 2 test kit | \$36.95  |
| Sporicidin Wipes                            | 1 container    | \$19.82  |
| Swiffers                                    | 1 box          | \$9.00   |
| Tape - Duct                                 | 1 roll         | \$4.28   |
| Tape - Painters blue tape                   | 1 roll         | \$6.99   |
| Tape - Silver Foil Non-Threaded             | 1 roll         | \$27.10  |
| Tape - Silver Foil Threaded (reinforced)    | 1 roll         | \$31.94  |
| Trash Bags                                  | 1 Box          | \$20.00  |
| Triple D - Coil Cleaner                     | 1 Bottle       | \$49.68  |
| Tyvek Suit                                  | 1 suit         | \$14.00  |
| Vacuum 15 Gal. HEPA Filter                  | 1 Filter       | \$195.00 |
| Vacuum Bag                                  | 1 Bag          | \$12.00  |
| Vacuum Brush Head/Refills                   | 1 Head         | \$12.00  |
| Vacuum Extensions                           | 1 piece        | \$6.98   |
| Vacuum Skirt                                | 1 Skirt        | \$13.99  |
| Vital Oxide                                 | 1 gallon       | \$25.00  |
| Zip Ties                                    |                | \$10.00  |



Duct and Exhaust Cleaning  
Proposal to  
James Madison University

In Response to RFP# MPM-1159  
July 25, 2002

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|  |                   |
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|  |                   |
|--|-------------------|
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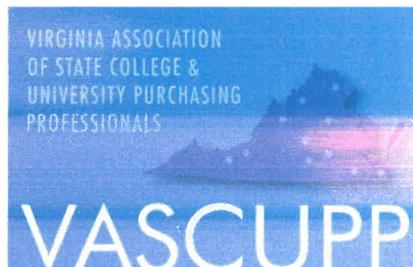


# Request for Proposal

## **RFP# MPM-1159**

**Duct & Exhaust Cleaning**

**July 25, 2022**



**REQUEST FOR PROPOSAL**  
**RFP# MPM-1159**

**Issue Date:** July 25, 2022  
**Title:** Duct & Exhaust Cleaning  
**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 August 24, 2022 for Furnishing The Services Described Herein.**

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** No preproposal meeting shall be held.

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

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

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

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

Name and Address of Firm:

Dusty Ducts, Inc.

1076 Corporate Park Drive

Forest, VA 24551

By:

  
(Signature in Ink)

Name:

Brandy Forech  
(Please Print)

Date: 8/11/22

Title: Office Manager/Safety

Web Address: [www.dustyducts.com](http://www.dustyducts.com)

Phone: 4 3 4 - 5 2 5 - 6 0 7 5

Email:

info@dustyducts.com

Fax #: 800-780-7541

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

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

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 32\_\_\_\_ 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 #        |
|----------------------------|-------------------|--|-------------------------------|
| Poole & Kent               | 15years           | 4530 Hollins Ferry Rd., Baltimore, MD 21227    | Donald Campbell 410-247-2200  |
| Moses Cone Hospital        | 15years           | 1200 North Elm Street, Greensboro, NC 27401    | Thomas Hill 336-601-2655      |
| Liberty University         | 10years           | 1971 University Blvd., Lynchburg, VA 24515     | Doug Perry 540-494-0951       |
| E & P Contracting Co., Inc | 5years            | 3418 Azalea Garden Rd., Norfolk, VA 23513      | David Nekoumand 757-858-8100  |
| Sentara RMH                | 12years           | 2010 Health Campus Dr., Harrisonburg, VA 22801 | William Chestnut 540-689-6535 |

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

\_\_\_\_\_

Dusty Ducts, Inc. 1076 Corporate Park Drive, Forest, VA 24551

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

[ ] YES [x] NO

IF YES, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT B

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

Offeror Name: Dusty Ducts \_\_\_\_\_ Preparer Name: Brandy Forsch \_\_\_\_\_

Date: 8/11/22\_\_

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

If yes, certification number: 650848\_\_\_\_\_ Certification date: 2/5/20\_\_\_\_\_

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

If yes, certification number: 650848\_\_\_\_\_ Certification date: 2/5/20\_\_\_\_\_

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 X\_\_ No \_\_\_\_\_

If yes, certification number: 650848\_\_\_\_\_ Certification date: 2/5/20\_\_\_\_\_

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

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

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

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

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

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

**RETURN OF THIS PAGE IS REQUIRED**

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

Procurement Name and Number: Duct and Exhaust Cleaning \_\_\_\_\_ Date Form Completed: 8/11/22 \_\_\_\_\_

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

Offeror / Proposer: Dusty Ducts, Inc 1076 Corporate Park Drive, Forest, VA 24551 Brandy Forsch 434-525-6065

Firm \_\_\_\_\_ Address \_\_\_\_\_ Contact Person/No. \_\_\_\_\_

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

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

**RETURN OF THIS PAGE IS REQUIRED**

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>.

| <b>PRICING SCHEDULE BY ZONE</b>   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*</b>  |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| <b>Service</b>  | <b>Zone 1</b>     | <b>Zone 2</b>     | <b>Zone 3</b>     | <b>Zone 4</b>     | <b>Zone 5</b>     | <b>Zone 6</b>     | <b>Zone 7</b>     | <b>Zone 8</b>     | <b>Zone 9</b>     |
| <b>HVAC System Cleaning Crew</b><br>2-persons, includes supervisor, helper, tools, & equipment (1-2 HEPA vacuums, 1 HEPA air scrubber, 1 HEPA negative air machine, 1 viper system, and 1 air compressor)   | \$155.00 per hour | \$145.00 per hour | \$145.00 per hour | \$155.00 per hour | \$155.00 per hour | \$155.00 per hour | \$145.00 per hour | \$145.00 per hour | \$145.00 per hour |
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|                                       |                      |                      |                      |                      |                      |                      |                      |                      |                      |
|---------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| wet/dry vacuum, and 1 air compressor) |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| HVAC Inspector/Ventilation Auditor    | \$110.00<br>per hour | \$105.00<br>per hour | \$105.00<br>per hour | \$110.00<br>per hour | \$110.00<br>per hour | \$110.00<br>per hour | \$105.00<br>per hour | \$105.00<br>per hour | \$105.00<br>per hour |
| Project Manager for Multiple Crews    | \$95.00<br>per hour  | \$90.00<br>per hour  | \$90.00<br>per hour  | \$95.00<br>per hour  | \$95.00<br>per hour  | \$95.00<br>per hour  | \$90.00<br>per hour  | \$90.00<br>per hour  | \$90.00<br>per hour  |
| <b>Equipment and Materials</b>        |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| <i>Price/Unit</i>                     | Cost + 10%           |

**Add additional rows – as needed – to list all rates and fees for labor and services. The categories listed on the chart above represent what the University considers a “typical” response crew for references purposes. Please note any differences to the typical crew based on your firm’s offering.**

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| <b>Other Fees</b>                   |                                     |
| <b>Charge Card Processing Fees:</b> | <b>0% Prefer ACH Direct Deposit</b> |
|                                     |                                     |
|                                     |                                     |

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

*Identify Sales to VASCUPP Member Institutions:*

*N/A in sales during the last 12months for VASCUPP*

## **I. PURPOSE**

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

## **II. BACKGROUND**

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

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

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

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

## **IV. STATEMENT OF NEEDS**

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

- C. Contractor shall be responsible for adhering to all University Construction Guidelines and shall work directly with relevant personnel at the University. Contractor shall be responsible for all measurements, calculations, and other details for each project.
- D. The Contractor shall perform a ventilation audit before and after the cleaning of all registers, grills, coils, and dampers.
- E. The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaning Association (NADCA).
  - a. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.
  - b. NADCA Standards must be followed with no modifications or deviations being allowed.
- F. Mechanical Drawings: James Madison University Facilities Management shall provide the HVAC system cleaning Contractor with one copy of the following documents:
  - a. Project drawings and specifications
  - b. Approved construction revisions pertaining to the HVAC system.
- G. The University's Facilities Management working hours are 7:30 AM – 4:00 PM. Contractor may perform work at any time agreed upon with Facilities Management, as long as it does not interfere with University activities.
- H. If a system is in need of repair, the Contractor shall notify the University's designated representative immediately. Contractor shall log the date, time, location of system, and person's name reporting the need for repair (Contractor's employee) and the name of the person they reported the repair to (University's designated representative).
- I. The University reserves the right to witness the Contractor's service and to inspect all work performed under this contract. If Contractor's work is not in full compliance with this contract, Contractor shall correct the work to the satisfaction of the University within 24 hours of notice. Payments will be withheld until corrections have been completed.
- J. Contractor shall comply with all applicable federal, state, local, and University regulations in the performance of these services.
- K. Contractor shall have sufficient resources to be able to work multiple jobs at the same time.

**L. Describe in detail your approach to each of the following items and include all associated costs.**

- a. Describe approach to providing the specified services for both large- and small-scale projects to include process, methodology, and work plan.

No matter the size of the project we here at Dusty Ducts understand that we need to develop a plan that fits every size and that are flexible because everyone needs are different. Below we will briefly detail the process:

1. Coordinate Project with Facility Representative and discuss any special conditions or schedules and establish Chain of Command.
2. Power down unit to be cleaned. (Lock-out, Tag-out if necessary).
3. Clean the Fan House equipment (including coils, fans, condensate collectors and drains) using EPA

and Facility approved products and equipment.

4. Clean Fresh Air Intake duct (if any) including bird screens, louvers, etc.
5. Clean the return air plenums, registers, grilles, components and duct.
6. Very carefully clean any controls and reset dampers, etc. to original position.
7. Clean supply air duct, registers, grilles, turning vanes, etc. First covering all area equipment or machinery.
8. Some registers may be covered with filter cloth after vacuuming air duct systems to collect microscopic debris.
9. Actual vacuuming will be done with high CFM, commercial, HEPA Portable unit. Approved access doors will be installed in numerous locations for future inspection and accessibility.
10. Air jet wash will be used on duct interiors to dislodge debris from duct and force it into vacuum stream.
11. Pre-spray coil with Biodegradable coil cleaner and thoroughly clean and flush if necessary.
12. Some systems may be zoned off in sections to obtain a more thorough job.
13. If microbial growths are removed, the Air Handling units will be sanitized with EPA Registered chemicals upon completion of cleaning. The system deficiencies will then be located and reported to proper personnel.
14. All work is performed according to NADCA (National Air Duct Cleaners Association) Standards, by trained Technicians.
15. Have Facility Representative inspect and sign off on each phase prior to closing.
16. Close all accesses with the like-metal, gasketed patches or approved access doors.

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

- Dusty Ducts has been providing IAQ services to Commercial and Residential customers for over 30 years. We had the pleasure of providing IAQ services to JMU previously and we currently provide IAQ services through subcontracts either directly or subcontracted to Liberty University, Stafford Public Schools, Bedford County Schools, George Washington University, Catholic University, St. Patrick Catholic School.

- 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.
- Liberty University – Ptac Cleaning - \$33,250 – July 2022 – Doug Perry
  - GWU – Duct Cleaning - \$84,000 – Current – Limbach
  - Liberty University – Green Hall – HVAC Cleaning - \$14,000 – June 2022 – Doug Perry
  - Liberty University – Duct Cleaning - \$17,310 – July 2022 – Doug Perry
- d. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.
- Dusty Ducts a NADCA company not only holds ASCS certifications but also VSMR which is provided through NADCA as well. Please find the certifications for our employees attached to this proposal.
  - Dusty Ducts is proud to be a certified SWaM business along with being classed as Micro and Women-Owned. Please find this completed as “Attachment B” of this RFP and listed on the Professional Affiliations & Certifications list.
  - Dusty Ducts is a certified Class A Contractor with DPOR. Please find our license attached to this proposal.
  - Dusty Ducts is a certified Master Mechanical Contractor in HVAC, Plumbing and Gas Fitter. Please find out license attached to this proposal.
  - Dusty Ducts have employees who are NAFA certified technicians. Please find these certifications attached to this proposal.
  - Dusty Ducts have employees who are NADCA CVI certified. Please find these certifications attached to this proposal.
  - Dusty Ducts have employees OSHA 10 or OSHA 30 certified. Please find these certifications attached to this proposal.
  - Dusty Ducts employees have been safety trained at hire and a minimum are required to have a refresher on safety training every 2/3 years. Please find these certifications attached to this proposal.
  - Dusty Ducts have employees OSHA Mold certified. Please find these certifications attached to this proposal.
- e. Designate the primary point of contact for this account. The University prefers to have a single, consistent point of contact for these services.
- Rick Crickenberger
  - Direct: 434-444-1101
  - Email: [rick@dustyducts.com](mailto:rick@dustyducts.com)
  - Office: 434-525-6075
- 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.
- Dusty Ducts and its personnel are available to meet JMU's needs. Requests should be made to our contact person listed above in order to simplify the process. No matter the issue Dusty Ducts will handle it with professionalism and accuracy. We are dedicated in providing IAQ services in a timely matter that go beyond the expectations of JMU.

- g. Describe invoicing procedure. Provide a sample invoice and proposal.
- Invoices are sent out with post report and pictures of the completed project. Thorough assessments while onsite before the project starts along with quotes upfront helps in not having any issues on invoices. If an issue arises, we engage with the client and resolve the matter quickly as we can. Please find a sample invoice attached to this proposal.
- h. Describe your mechanical cleaning methodology including methods of cleaning fibrous glass insulated components, coils, etc.
- Dusty Ducts follows NADCA standards which is:  
**NADCA ACR 2021 STANDARD 6.1 Mechanical Cleaning Methodology**
  - The HVAC system must be cleaned using mechanical cleaning methods designed to dislodge and extract contaminants from within the HVAC system components. Mechanical cleaning techniques employ sizeable vacuum collection units, portable vacuum collection units, mechanical agitation systems, hand brushing tools, pressurized air sources, pressurized water sources, plus other tools, and equipment to dislodge attached particulate and debris and convey it to a collection device in a safe and controlled manner.
  - **Duct Coating Procedures for Lined Ductwork**
  - All ductwork must first be cleaned.
  - Dusty Ducts, Inc. will use an airless sprayer to coat the interior of any lined ductwork.
  - Fiberlock IAQ 8000® will be used to coat the liner.
  - Dusty Ducts, Inc. will utilize all service openings that were installed during cleaning.
  - Any ductwork that is not readily accessible will be coated using a spray cart with extension wands.
  - Any equipment in the immediate area of the coating will be covered with plastic as necessary.
  - Will provide before and after digital pictures upon completion.
  - MSDS sheets will provided.
- i. Describe your health and safety standards for your employees as well as the occupants of the building where you are performing services.
- On all projects, Dusty Ducts, Inc. complies with the U.S. Occupational Safety and Health Act of 1970 regulations for workplace safety and health. In addition, Dusty Ducts, Inc. complies with all applicable federal, state, and local requirements for protecting the health and safety of their employees, building occupants, the public and the environment. Please find our Health and Safety Statement attached to this proposal.
- j. Describe your debris disposal procedures.
- Collected debris removed during cleaning and take precautions to ensure that debris is not otherwise dispersed outside the HVAC system during the cleaning process .
  - All debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state, and local requirements.
  - Contractor shall clean up all trash, dust and debris in the surrounding area created by the cleaning process.
- k. Describe your system inspection and site preparation procedures.

- Prior to the commencement of any cleaning work, perform a visual inspection of the HVAC system in the presence of the Contracting Officer to determine appropriate methods, tools, and equipment required to satisfactorily complete this project.
  - Conduct a site evaluation, and establish a specific, coordination plan which details how each area of the building will be protected during the various phases of the project.
1. Describe your system cleaning procedures, including containment, particulate collection, odor control, etc.
- **Coordinate Project with Facility Representative and discuss any special conditions or schedules and establish Chain of Command.**
  - **Power down unit to be cleaned. (Lock-out, Tag-out if necessary).**
  - **Clean the Fan House equipment (including coils, fans, condensate collectors and drains) using EPA and Facility approved products and equipment.**
  - **Clean Fresh Air Intake duct (if any) including bird screens, louvers, etc.**
  - **Clean the return air plenums, registers, grilles, components and duct.**
  - **Very carefully clean any controls and reset dampers, etc. to original position.**
  - **Clean supply air duct, registers, grilles, turning vanes, etc. First covering all area equipment or machinery.**
  - **Some registers may be covered with filter cloth after vacuuming air duct systems to collect microscopic debris.**
  - **Actual vacuuming will be done with high CFM, commercial, HEPA Portable unit. Approved access doors will be installed in numerous locations for future inspection and accessibility.**
  - **Air jet wash will be used on duct interiors to dislodge debris from duct and force it into vacuum stream.**
  - **Pre-spray coil with Biodegradable coil cleaner and thoroughly clean and flush if necessary.**
  - **Some systems may be zoned off in sections to obtain a more thorough job.**
  - **If microbial growths are removed, the Air Handling units will be sanitized with EPA Registered chemicals upon completion of cleaning. The system deficiencies will then be located and reported to proper personnel.**
  - **All work is performed according to NADCA (National Air Duct Cleaners Association) Standards, by trained Technicians.**
  - **Have Facility Representative inspect and sign off on each phase prior to closing.**
  - **Close all accesses with the like-metal, gasketed patches or approved access doors.**
  - **Cleaning methods are employed such that all HVAC system components are visibly clean, according to NADCA standards. Service openings are made in accordance with SMACNA standards as required to satisfactorily perform assessment, cleaning and restoration procedures.**
  - **The HVAC system is cleaned using mechanical cleaning methods designed to dislodge and extract contaminants from within the HVAC system components. Mechanical cleaning techniques employ**

sizeable vacuum collection units, portable vacuum collection units, mechanical agitation systems, hand brushing tools, pressurized air sources, pressurized water sources, plus other tools and equipment to dislodge attached particulate and debris and convey it to a collection device in a safe and controlled manner.

- Before starting any cleaning process, we will walk through the system and look for potential issues that may prevent or alter our method of cleaning, ie: accessibility, support, other trades in the space, etc.
- System will be locked and tagged out for our safety, as well as the safety of the equipment.
- We will then start at the furthest point of the return ductwork and install service openings (access doors or panels – according to SMACNA) and work our way back towards the air handler unit
- After the first opening is made, a technician will then begin cleaning while another technician continues cutting service openings.
- Ductwork that is at least 16” X 16” or larger may be cleaned internally by a technician who “crawls” inside.
- Extra precautions are taken to ensure duct liner is not damaged during the cleaning process.
- Dusty Ducts is OSHA 30-Hour trained, as well as Confined Spaces, CPR and First Aid.
- Dusty Ducts will provide air monitoring the entire time any technician is physically inside the duct system.
- The entrance will be physically monitored at the entrance by another technician.
- Any time that a technician is inside the ductwork the method of cleaning will be “hand contact vacuuming”.
- “Hand contact vacuuming” consists of using H.E.P.A. -filtered vacuum equipment, hoses up to 100’ long with extension wands and a brush to agitate the dust for collection.
- Employees entering the ductwork will wear proper PPE (personal protective equipment) such as dust mask, Tyvek Paper suit, safety glasses.
- Two way radio communication will be utilized between the entry attendant and entrant during cleaning.
- Any ductwork that is smaller than 16” X 16” or is found not to be capable of entering, but is accessible, will be cleaned using the either the same “hand contact vacuuming” method or air wash method, but must be performed through the service openings.
- After cleaning of each section is complete the service opening will then be closed, but will remain unsealed until inspected and signed off on by owner’s appointee.
- After all return ductwork is cleaned and sealed, Dusty Ducts, Inc. will then proceed to “hand contact clean” the interior of the Air Handler Unit using H.E.P.A. filtered equipment.
- When the Air Handler Unit has been finished, then we will proceed to cleaning the supply ductwork using the same technique as the return but we will work from the Air Handler out to the furthest point of discharge.
- Upon completion of each system we will perform another walk through to ensure everything is closed and sealed to prevent re-

- contamination.
  - **Report any deficiencies and make applicable recommendations.**
- m. Include a copy of your post-project report.
- Please see the post-project report attached to this proposal
- n. Identify other services offered to James Madison University and the associated costs.
- Dusty Ducts offers many services such as: IAQ Investigations, HVAC Inspections, Duct Sealing and Cleaning, Coil Cleaning, Mold Remediation, Fire and Smoke Damper Inspections, Kitchen Exhaust Cleaning, Air Filter Sales and Services, Air Handler Cleaning.
  - We offer free estimates for all of our services and will then send out quotes based off of the information gathered on services that are needed.

## 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.

EXPIRES ON  
07-31-2024

COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23253  
Telephone: (804) 367-8500

NUMBER  
2705067675

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* GFC HVA PLB

DUSTY DUCTS INC  
1076 CORPORATE PARK DR  
FOREST, VA 24551



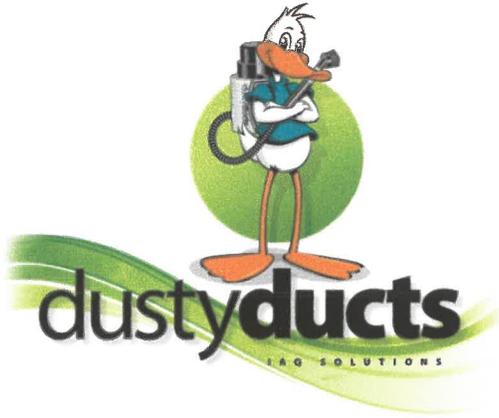
Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



*Jonathan M. ...*  
Director

DPOR-LIC (02/2017)



## Sample Proposal

August 23, 2022

Project Manager  
James Madison University  
752 Ott Street  
Wine Price Bldg.  
Harrisonburg, VA 22807

**RE:** James Madison University – Duct Cleaning “Bldg name”

Dusty Ducts will provide the following services according to NADCA standards:

- Clean interior of AHU, including surface cleaning of the coils, condensate drain pans, fan housing and fan blades, etc., without dismantling, where accessible.
- Clean interior of related supply and return air ducts, including turning vanes, dampers, and diffusers/grills, without dismantling, where accessible.
- Install service access panels in ducts where necessary for proper cleaning.
- Report any deficiencies and make applicable recommendations.

**Price:** **VASCUPP**

Application of a fiberglass sealant/coating/encapsulant is recommended on all fiberglass duct liner within the HVAC system (AHU's, VAV boxes, ducts, etc.), especially when liner exhibits signs of degradation or other undesirable condition. If microbial contamination exists, replacement, preferably with a closed-cell product like *Armacell*, is recommended where possible.

**Terms:**

- **A 0% processing fee will incur on credit/debit card purchases.**
- Net 30 days after completion or monthly progress invoices. (2% monthly interest will be charged on overdue invoices.)
- Prices expire 90 days from date of submission.
- Prices quoted are for one 2-man crew, regular weekdays or nights. Weekends/holidays and/or accelerated schedule (additional crews and/or overtime) are additional.
- Additional fees will be added for DBA (or other) Wages, certified payroll, CCIP, or any other project compliance requirements which are not disclosed to Dusty Ducts prior to contract submission.

- Additional trips due to circumstances out of our control will be billed according to time and distance lost.

### **Procedures:**

All Indoor Air Quality (IAQ) procedures will be performed according to National Air Duct Cleaner Association (NADCA) standards and supervised by a trained technician.

- Technicians are equipped with OSHA-required safety equipment including steel-toed boots, hard hats, safety glasses, Tyvek suits, respirators, and gloves.
- Copies of Material Safety Data (MSD) sheets and Dusty Ducts Safety Programs are available from site supervisor or main office.
- HVAC system will be locked and tagged-out for our safety, as well as the safety of the equipment. Smoke detectors should also be turned off during cleaning.
- Service openings are made in accordance with SMACNA standards as required to satisfactorily perform assessment, cleaning and restoration procedures.
- The HVAC system is cleaned using mechanical cleaning methods designed to dislodge and extract contaminants from within the HVAC system components. Mechanical cleaning techniques employ sizeable vacuum collection units, portable HEPA-filtered vacuum collection units, mechanical agitation systems, hand brushing tools, pressurized air sources, pressurized water sources, plus other tools and equipment to dislodge particulate and debris and convey it to a HEPA-filtered vacuum collection device in a safe and controlled manner.
- The mechanical cleaning of fiberglass duct liner or duct board will not create abrasions, breaks, or tears, however if pre-cleaned condition is damaged or degraded, the application of HVAC sealant/coating (or replacement) is recommended.
- Flex duct is cleaned in place; air wash and vacuum methods may not remove all contaminants;
- If ductwork has exterior insulation, technician will cut insulation to install access panel, then seal insulation according to SMACNA standards.
- Dampers and any air-directional mechanical devices inside the HVAC system have their position noted prior to cleaning and, upon completion, are restored to original position.
- Registers, grilles, diffusers, and other air distribution devices are cleaned and restored to their original position.
- Cleaning methods are employed such that the HVAC system is visibly clean, according to NADCA ACR 2013.
- Upon completion, technician will obtain sign-off with owner appointee to verify work was done satisfactorily.
- After cleaning procedures have been completed, an inspection must be conducted by the building owner/project manager/architect or appointee. After inspections are approved as to satisfying the contractual agreement, a sign-off is required. There is no warranty offered beyond the final inspection approval and /or signature accepting job completion. Maintenance of cleaned ductwork or other cleaning services rendered is the responsibility of the designated contract representative or appointee.

**Special Notations:**

- HVAC system must be locked out and smoke detectors turned off during cleaning.
- Additional charges may be added for project delays due to inaccessibility of ductwork.
- AHU cleaning includes surface coil cleaning; deep coil cleaning is an additional cost.
- Air wash and vacuum methods used to clean flex duct may not remove all contaminants; flexible duct may require removal or replacement and is an additional cost.
- Price does not include any of the following unless specified above:
  - hand wiping of duct work;
  - dismantling of blower, squirrel cages, fans, motor assemblies, VAVs/terminal units/mixing boxes, coils, etc.;
  - installation of architectural access (sheetrock, plaster, etc.);
  - removal and reinstallation of light fixtures, furnishings, etc.;
  - cleaning of outside air/fresh air intake compartment and outside louvers/grills;
  - cleaning of ceiling or wall plenums;
  - duct access where hazardous materials are present;
  - insulated access doors;
  - ceiling tile/grid replacement;
  - repairs, including insulation repairs;
  - coating, sealing, sanitizing or cleaning products;
  - air and surface samples, testing or inspections;
  - filters;
  - cleaning of exhaust ducts (laboratory, kitchen, bathroom, dryer);
  - scaffolding or lift rental.

*Although all reasonable efforts are made to contain and/or prevent mold contamination, it is impossible to **kill** mold. The presence of moisture in any organic material will cause a dormant mold spore to grow. Because mold spores are constantly present in indoor and outdoor air, and because the presence of moisture in the air and surfaces of the building is not in our control, Dusty Ducts will not be liable for contamination or damages occurring post-cleaning/remediation. In addition, Dusty Ducts is not responsible for hidden fungal growth.*

The above facility is required to report any hazardous materials to Dusty Ducts, Inc. such as asbestos, lead paint, etc. prior to the beginning of each project.

Please sign below and return signed original to Dusty Ducts, Inc. Please retain a copy for your records.

Rick Crickenberger  
Authorized Signature

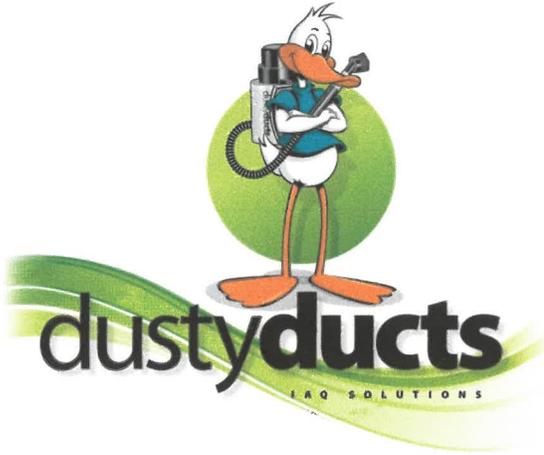
8/23/22  
Date

**An automatic acceptance of this proposal, including prices, specifications, conditions, and payment terms stated herein, begins when we receive authorization to begin the work stated above.**

\_\_\_\_\_  
**Acceptance Signature**

\_\_\_\_\_  
**Date**

1076 Corporate Park Drive ~ Forest, Virginia 24551  
(800) 879-3878 Fax: (800) 780-7541  
Email: rick@dustyducts.com



## REPORT

August 24, 2022

Project Manager  
James Madison University  
752 Ott Street  
Wine Price Bldg.  
Harrisonburg, VA 22897

**Re: James Madison University – “Bldg name”**

**Work Completed: August 24, 2022**

All Indoor Air Quality services provided by Dusty Ducts are performed according to NADCA ACR Standards:

- Examined systems to determine appropriate methods, tools, and equipment required for performance of work.
- Installed duct-mounting access panels where necessary for cleaning and inspection to comply with duct cleaning standards.
- Sealed access panel according to SMACA and NAIMA recommended practices.
- Disconnected and reconnected flexible ducts as needed for cleaning and inspection.
- Removed and reinstalled drop ceiling panels to gain access for duct cleaning.
- Marked position of dampers and air-directional mechanical devices if needed before cleaning, and restored to their marked position on completion.
- Used HEPA filtered industrial vacuum equipment.
- Apply surface treatments only after confirming the system has been cleaned and has passed the specified level of cleanliness verifications

Cleaned the following metal-duct system components by removing visible surface contaminants and deposits:

- # of AHU
- Supply & return air ducts
- Fogged with BBJ

### Mechanical Cleaning Methodology:

- Cleaned metal-duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
- Used vacuum-collection devices that are operated continuously during cleaning.
- Used mechanical agitation to dislodge debris without damaging integrity of metal ducts or duct liner.

### Cleanliness Verification:

- Visually inspected metal-duct systems for contaminants.
- Verified interior surfaces are free from non-adhered substances and debris.

### Recommendations:

- Coat interior of insulated return duct with Fiberlock IAQ 8000 or similar product.
- Visually inspect HVAC system for cleanliness in one year; interior surfaces should be free from non-adhered substances and debris.
- Check humidity and particulate levels in airstream to determine indoor air quality.
- If warranted for preventative maintenance or remediation purposes, apply an antimicrobial treatment and/or coating to interior surfaces of air handling unit and ductwork.
  - *Such products must be applied in strict accordance with the manufacturer's written recommendations or EPA registration listing. Any antimicrobial product used in an HVAC system must be specifically registered by the EPA or other applicable regulatory agency for use in HVAC systems, have undergone a comprehensive risk assessment for such use, and contain specific and detailed label directions. Products should also be classified as having a flamespread rating acceptable under industry standards including UL Standard 723 or ASTM E-84, or applicable local codes.*

**HVAC CLEANLINESS INSPECTION SCHEDULE**  
(Recommended Intervals)

| Building Use Classification | Air Handling Unit | Supply Ductwork | Return Ductwork/ Exhaust |
|-----------------------------|-------------------|-----------------|--------------------------|
| Industrial                  | 1 year            | 1 year          | 1 year                   |
| Residential                 | 1 year            | 2 years         | 2 years                  |
| Light Commercial            | 1 year            | 2 years         | 2 years                  |
| Commercial                  | 1 year            | 2 years         | 2 years                  |
| Healthcare                  | 1 year            | 1 year          | 1 year                   |
| Marine                      | 1 year            | 2 years         | 2 years                  |

Approved by: Rick Crickenberger, ASCS, VSMR, CVI



**dustyducts, inc.**  
 1076 Corporate Park Drive  
 Forest, VA 24551  
 (434) 525-6075 fax (434) 525-7697

Invoice No. Sample

**INVOICE**

**Customer**

Name \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_

Date \_\_\_\_\_  
 Order No. \_\_\_\_\_  
 Rep R. Crickenberger  
 FOB \_\_\_\_\_

| Qty |                | Unit Price | TOTAL |
|-----|----------------|------------|-------|
|     | Sample Invoice |            |       |

**Payment Details**

- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Not to exceed discount \_\_\_\_\_  
 Taxes \_\_\_\_\_  
**Total** \_\_\_\_\_

30 Days

*We appreciate your business!*



# NATIONAL AIR DUCT CLEANERS ASSOCIATION

*Certifies*

***Rick Crickenberger***

*With  
Dusty Ducts, Inc.*

*as an*

***Air Systems Cleaning Specialist (ASCS)***

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

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

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

06/30/2023  
Expiration Date



The National Air Duct Cleaners and Ventilation Association  
©2017 NADCA All Rights Reserved

6960263  
Certification Number

06/11/1996  
Certified Since



# NATIONAL AIR DUCT CLEANERS ASSOCIATION

*Certifies*

***Kyle Crickenberger***

*With*

***Dusty Ducts, Inc.***

*as an*

***Air Systems Cleaning Specialist (ASCS)***

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

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

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

06/30/2023  
Expiration Date



©2017 NADCA All Rights Reserved

12771710  
Certification Number

03/08/2016  
Certified Since



# NATIONAL AIR DUCT CLEANERS ASSOCIATION

*Certifies*

***Ream Daye***

*With*

***Dusty Ducts, Inc.***

*as an*

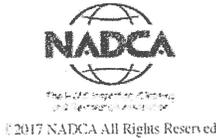
***Air Systems Cleaning Specialist (ASCS)***

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

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

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

06/30/2023  
Expiration Date



12771702  
Certification Number  
03/12/2016  
Certified Since



# Directory Listing

MWAA last updated on  
**AUG 19, 2022**  
 04:16 AM EST

Certification Type:  NAICS:  City:  ZIP Code:  Business Category:

All  contains  Dusty Ducts

Match found: 1  
 Sort by:    
 Show entries:

Applied Filters:

**Dusty Ducts, Inc.**

**DBA: Dusty Ducts, Inc.**  
 Diane Cridkenberger  
 1076 Corporate Park Dr.  
 Forest, VA 24551  
 Phone: (434) 525-6075  
 Fax: (800) 780-7541  
 diane@dustyducts.com  
 (mailto:diane@dustyducts.com)  
 www.DustyDucts.com  
 (http://www.DustyDucts.com)

**Certification Number: 6508448**  
**SWAM Certification Type:**  
 Small Start Date: 02-05-2020  
 Micro Start Date: 02-05-2020  
 Women-Owned Start Date: 02-05-2020  
 SWAM Expiration Date: 02-05-2025  
 NIGP Code and Description:  
 031 Coatings and Sealants,  
 16 Duct  
 031 Cooling Tower/Water  
 27 Treatment: Non-chemical  
 Ozone, Centrifugal  
 Separators, Magnetic  
 Descaling Equip.  
 910 Air Duct Cleaning Services  
 04 910 Peard: Y  
 36 Business  
 Heating, Air Conditioning,  
 and Ventilation Maintenance  
 and Repair Services  
 (Including Installation)  
 Maintenance and Repair,  
 Tunnel  
 Air Quality Monitoring  
 Services  
 Remediation Services,  
 Environmental (Including  
 Rehabilitation Services  
 Hazardous Waste and Mold  
 Reme  
 Laundry and Dry Cleaning  
 Equipment, Commercial,  
 Maintenance and Repair  
 AIR CONDITIONING,  
 HEATING, AND  
 VENTILATING EQUIPMENT,  
 PARTS AND  
 ACCESSORIES (SEE  
 CLASS 740 ALSO)  
 BUILDING MAINTENANCE,  
 INSTALLATION AND  
 REPAIR SERVICES  
 Category: Others



# NATIONAL AIR DUCT CLEANERS ASSOCIATION

*Certifies*

## *Rick Crickenberger*

*as a*

### *Certified Ventilation System Inspector (CVI)*

Who demonstrated a thorough understanding of the HVAC inspection process as outlined in the NADCA HVAC Inspection Manual by passing the NADCA CVI Certification Examination. This certificate is valid until the expiration date shown below and is renewable.

06/30/2024  
Expiration Date



The National Air Duct Cleaners Association  
©2017 NADCA All Rights Reserved

2030803012  
Certification Number

**Indoor Air Quality Association**

---

**Dusty Ducts, Inc.**

Member ID#: 56131144

Member Type: Corporate Level 1 Member Company

Expires: December 31, 2022

**1120 Route, 73 South - Mt. Laurel, NJ 08054 - [www.iaqa.org](http://www.iaqa.org)**

---



**IAQA**

**(844) 802-4103**

**Email: [info@iaqa.org](mailto:info@iaqa.org)**



The Indoor Air Quality Association

certifies that

**Rick Crickenberger**

attended the

**IAQA 2022 Annual Meeting & Expo**

**February 22- 25, 2022**

**Westin La Paloma Resort & Spa**

**Tucson, AZ**

and earned 13 Continuing Education Credits

Dated: March 3, 2022

Signature:

A handwritten signature in black ink, appearing to read "Jay M. Stake", written over a horizontal line.

Jay M. Stake, IAQA President



CERTIFIES

*Rick Crickenberger*

of

*Dusty Ducts, Inc.*

AS A NAFA CERTIFIED TECHNICIAN

who possesses a thorough understanding of the installation,  
operation and maintenance of air filtration systems.

This certificate is valid for the year

**2022-23**

and is renewable on an annual basis.

*Ernie Barbach*  
Executive Director

*Robert Woodberry*  
NAFA President

NAFA • 1818 Parmenter Street, Suite 300 • Middleton, Wisconsin 53562 • [www.nafahq.org](http://www.nafahq.org)



CERTIFIES

*Kyle Crickenberger*

of

*Dusty Ducts, Inc.*

AS A NAFA CERTIFIED TECHNICIAN

who possesses a thorough understanding of the installation,  
operation and maintenance of air filtration systems.

This certificate is valid for the year

**2022-23**

and is renewable on an annual basis.

*Emily Barbach*  
Executive Director

*Robert Haselberg*  
NAFA President

NAFA • 1818 Parmenter Street, Suite 300 • Middleton, Wisconsin 53562 • [www.nafahq.org](http://www.nafahq.org)



15-900501640

This card acknowledges that the recipient has successfully completed:

30-hr General Industry Safety and Health

This card issued to:

**Brandy J Forsch**

|               |               |
|---------------|---------------|
| Jeffrey Tyree | 04/30/2017    |
| Trainer Name  | Date of Issue |



15-900501641

This card acknowledges that the recipient has successfully completed:

30-hr General Industry Safety and Health

This card issued to:

**Jeffrey Tyree Jr**

|               |               |
|---------------|---------------|
| Jeffrey Tyree | 04/30/2017    |
| Trainer Name  | Date of Issue |



15-900501642

This card acknowledges that the recipient has successfully completed:

30-hr General Industry Safety and Health

This card issued to:

**Zachary Larson**

|               |               |
|---------------|---------------|
| Jeffrey Tyree | 04/30/2017    |
| Trainer Name  | Date of Issue |



15-900501643

This card acknowledges that the recipient has successfully completed:

30-hr General Industry Safety and Health

This card issued to:

**Anthony Washington**

|               |               |
|---------------|---------------|
| Jeffrey Tyree | 04/30/2017    |
| Trainer Name  | Date of Issue |



15-900501644

This card acknowledges that the recipient has successfully completed:

30-hr General Industry Safety and Health

This card issued to:

**Hariem Daye**

|               |               |
|---------------|---------------|
| Jeffrey Tyree | 04/30/2017    |
| Trainer Name  | Date of Issue |



15-900501645

This card acknowledges that the recipient has successfully completed:

30-hr General Industry Safety and Health

This card issued to:

**Kenneth G Whitley**

|               |               |
|---------------|---------------|
| Jeffrey Tyree | 04/30/2017    |
| Trainer Name  | Date of Issue |



15-900501646

This card acknowledges that the recipient has successfully completed:

30-hr General Industry Safety and Health

This card issued to:

**Jason Clark**

|               |               |
|---------------|---------------|
| Jeffrey Tyree | 04/30/2017    |
| Trainer Name  | Date of Issue |



15-900501648

This card acknowledges that the recipient has successfully completed:

30-hr General Industry Safety and Health

This card issued to:

**Ramon Reid**

|               |               |
|---------------|---------------|
| Jeffrey Tyree | 04/30/2017    |
| Trainer Name  | Date of Issue |



15-900501649

This card acknowledges that the recipient has successfully completed:

**30-hr General Industry Safety and Health**

This card issued to:

**Jason Dillon**

Jeffrey Tyree

04/30/2017

Trainer Name

Date of Issue



15-900501650

This card acknowledges that the recipient has successfully completed:

**30-hr General Industry Safety and Health**

This card issued to:

**Mike Warden**

Jeffrey Tyree

04/30/2017

Trainer Name

Date of Issue



15-900501647

This card acknowledges that the recipient has successfully completed:

**30-hr General Industry Safety and Health**

This card issued to:

**David B Cardwell**

Jeffrey Tyree

04/30/2017

Trainer Name

Date of Issue

If you set your printer to "Landscape" mode the certificate and wallet card will print larger than printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.

**COMPLIANCE TRAINING**  
ONLINE.com.....

*Certificate*  
of completion



Presented to:  
**Trevor Bryant**

**Mold, Mold Prevention, and Mold Remediation**  
OSHA General & Construction Industry Training

certificate number: 674318F1-F7E1-11E8-95C6-0050568D5CA3  
Trained & Tested at: [www.ComplianceTrainingOnline.com](http://www.ComplianceTrainingOnline.com)

HRS/CEU/CME: 2.0/0.2/2.0

Tested On: 12/4/18  
Valid Thru: No Expiration

Signed: *CTO*

**COMPLIANCE TRAINING**  
ONLINE.com.....

*Certificate*  
of completion



Presented to:  
**Trevor Bryant**

Valid Thru: No Expiration

**Mold, Mold Prevention, and Mold Remediation**  
OSHA General & Construction Industry Training

If you set your printer to "Landscape" mode the certificate and wallet card will print larger than printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.

**COMPLIANCE TRAINING**  
ONLINE.com

*Certificate*  
of completion



Presented to:  
**Hariem Daye**

**Mold, Mold Prevention, and Mold Remediation**  
OSHA General & Construction Industry Training

certificate number: 6ED23CF9-03CE-11E9-95C6-0050568D5CA3  
Trained & Tested at: [www.ComplianceTrainingOnline.com](http://www.ComplianceTrainingOnline.com)  
HRS/CEU/CME: 2.0/0.2/2.0

Tested On: 12/19/18  
Valid Thru: No Expiration

Signed: *CTO*

**COMPLIANCE TRAINING**  
ONLINE.com

*Certificate*  
of completion



Presented to:  
**Hariem Daye**

Valid Thru: No Expiration

**Mold, Mold Prevention, and Mold Remediation**  
OSHA General & Construction Industry Training

If you set your printer to "Landscape" mode the certificate and wallet card will print larger than printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.

**COMPLIANCE TRAINING**  
**ONLINE.com**

*Certificate*  
of completion



Presented to:  
**Ramon Reid**

**Mold, Mold Prevention, and Mold Remediation**  
OSHA General & Construction Industry Training

certificate number: D75CF347-F7E1-11E8-95C6-0050568D5CA3  
Trained & Tested at: [www.ComplianceTrainingOnline.com](http://www.ComplianceTrainingOnline.com)  
HRS/CEU/CME: 2.0/0.2/2.0

Tested On: 12/4/18  
Valid Thru: No Expiration

Signed: *CTO*

**COMPLIANCE TRAINING**  
**ONLINE.com**

*Certificate*  
of completion



Presented to:  
**Ramon Reid**

Valid Thru: No Expiration  
Mold, Mold Prevention, and Mold Remediation  
OSHA General & Construction Industry Training

If you set your printer to "Landscape" mode the certificate and wallet card will print larger than printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.



 **COMPLIANCE TRAINING**  
ONLINE.com.....

*Certificate*  
of completion



Presented to:  
**Randall Mosley**

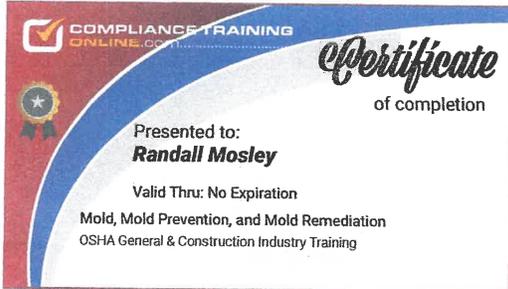
**Mold, Mold Prevention, and Mold Remediation**  
OSHA General & Construction Industry Training

certificate number: 73F7CA22-4510-11E9-95C6-0050568D5CA3  
Trained & Tested at: [www.ComplianceTrainingOnline.com](http://www.ComplianceTrainingOnline.com)

HRS/CEU/CME: 2.0/0.2/2.0

Tested On: 3/12/19  
Valid Thru: No Expiration

Signed: *CTO*



 **COMPLIANCE TRAINING**  
ONLINE.com.....

*Certificate*  
of completion

Presented to:  
**Randall Mosley**

Valid Thru: No Expiration

Mold, Mold Prevention, and Mold Remediation  
OSHA General & Construction Industry Training

If you set your printer to "Landscape" mode the certificate and wallet card will print larger than printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.



# Certificate

of completion



Presented to:  
**Brandy Forsch**

**Mold, Mold Prevention, and Mold Remediation**  
OSHA General & Construction Industry Training

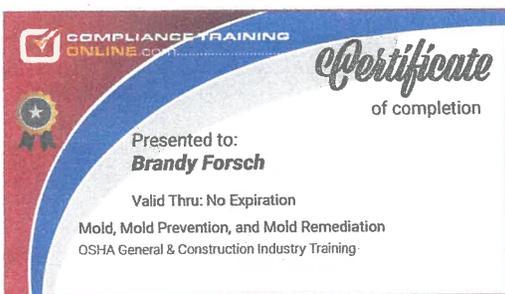
certificate number: 5FC60846-4767-11E9-95C6-0050568D5CA3

Trained & Tested at: [www.ComplianceTrainingOnline.com](http://www.ComplianceTrainingOnline.com)

HRS/CEU/CME: 2.0/0.2/2.0

Tested On: 3/15/19  
Valid Thru: No Expiration

Signed: *CTO*



If you set your printer to "Landscape" mode the certificate and wallet card will print larger than printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.

**COMPLIANCE TRAINING**  
ONLINE.com.....

*Certificate*  
of completion



Presented to:  
**Jason Dillon**

**Mold, Mold Prevention, and Mold Remediation**  
OSHA General & Construction Industry Training

certificate number: 758B9BB9-021E-11E9-95C6-0050568D5CA3  
Trained & Tested at: [www.ComplianceTrainingOnline.com](http://www.ComplianceTrainingOnline.com)  
HRS/CEU/CME: 2.0/0.2/2.0

Tested On: 12/17/18  
Valid Thru: No Expiration

Signed: *CTO*

**COMPLIANCE TRAINING**  
ONLINE.com.....

*Certificate*  
of completion

Presented to:  
**Jason Dillon**

Valid Thru: No Expiration  
**Mold, Mold Prevention, and Mold Remediation**  
OSHA General & Construction Industry Training

EXPIRES ON  
05-31-2025

NUMBER  
2710006487

COMMONWEALTH OF VIRGINIA

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

BOARD FOR CONTRACTORS  
TRADESMAN

HERBERT WARREN CRICKENBERGER  
4833 ROARING RUN ROAD  
GOODE, VA 24556



*Jonathan M. Hill*  
Director, J. Mark, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



COMMONWEALTH OF VIRGINIA  
Department of Professional and Occupational Regulation

BOARD FOR CONTRACTORS  
TRADESMAN

NUMBER: 2710006487 EXPIRES: 05-31-2025  
HERBERT WARREN CRICKENBERGER  
4833 ROARING RUN ROAD  
GOODE, VA 24556



(FOLD)

TRADE DESIGNATIONS  
MASTER GAS FITTER  
MASTER HEATING VENTILATION AND AIR COND.  
MASTER PLUMBER

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

DPOR-PC (02/2017)

DPOR-LIC (02/2017)

(DETACH HERE)



1076 Corporate Park Drive ~ Forest, Virginia 24551  
(800) 879-3878 Fax: (800)780-7541

## PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

Dusty Ducts, Inc. established in 1990

Virginia DMBE SWAM-Certified (#650848)

SBA-Certified EDWOSB (Economically Disadvantaged Woman-Owned Small Business) 8(M) Status & Micro Status

Member ASHRAE (American Society Heating Refrigeration)

Member ASHE (American Society Healthcare Engineers)

ASHE Compliance with the Joint Commission Standards in the Physical Environment Class

ASHE Health Care Construction Certificate

Member NADCA (National Air Duct Cleaners Association)

Served on NADCA Board of Directors for 9 years: Rick Crickenberger

Served as NADCA's 2nd Vice-President for two terms: Rick Crickenberger

Served as NADCA President for one term: Rick Crickenberger

NADCA Air System Cleaning Specialists (ASCS): Rick Crickenberger, Kyle Crickenberger, Hariem Daye NADCA Certified

Ventilation System Mold Remediator (VSMR): Rick Crickenberger, Kyle Crickenberger,

NADCA Certified Ventilation Inspector (CVI): Rick Crickenberger

---

Member IAQA (Indoor Air Quality Association)

IAQA Certified Indoor Environmentalist (CIE): Rick Crickenberger

IAQA: Certified Mold Remediator (CMR): Rick Crickenberger

Member NAFA (National Air Filtration Association)

NAFA Certified Technician: Rick Crickenberger, Kyle Crickenberger

The American Indoor Air Quality Council: Council-Certified Indoor Environmentalist: Rick Crickenberger

Virginia Mold Remediator Supervisor: Rick Crickenberger

Class A Contractors License (Virginia #2705 067675A)

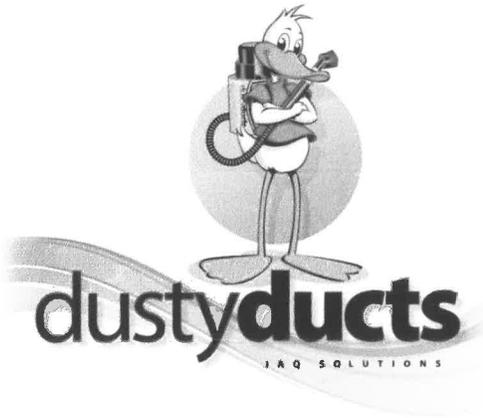
Master Mechanical License in HVAC, Plumbing and Gas Fitter in VA, NC

Certified Hood and Duct Cleaners Association - Kitchen Exhaust Hood Cleaning: Kyle Crickenberger and Hariem Daye

OSHA 30 Certified: Rick Crickenberger, Brandy Forsch, Hariem Daye, Mike Warden, Ramon Reid

OSHA 10 Certified: Kyle Crickenberger, Trevor Bryant

OSHA Mold Certified: Brandy Forsch, Trevor Bryant, Randall Mosley, Hariem Daye, Ramon Reid



1076 Corporate Park Drive ~ Forest, Virginia 24551  
(800) 879-3878 Fax: (434) 525-7697  
[www.dustyducts.com](http://www.dustyducts.com)

## Health and Safety Statement

On all projects, Dusty Ducts, Inc. complies with the U.S. Occupational Safety and Health Act of 1970 regulations for workplace safety and health. In addition, Dusty Ducts, Inc. complies with all applicable federal, state and local requirements for protecting the health and safety of their employees, building occupants, the general public and the environment.

Applicable OSHA regulations include, but are not limited to, the following:

- 29 CFR 1910.146 Permit Required Confined Spaces
- 29 CFR 1910.134 Respiratory Protection
- 29 CFR 1910.1200 Hazard Communication
- 29 CFR 1910.147 Control of Hazardous Energy
- 29 CFR 1926 Subpart M - Fall Protection
- 29 CFR 1910 Subpart I - Personal Protective Equipment (1910.132 to 1910.139)

In addition, Dusty Ducts, Inc. complies with other standards and guidelines affecting both particulate removal and mold or biological removal procedures, which include:

- NADCA ACR 2021 - Assessment, Cleaning and Restoration of HVAC Systems
- ASHRAE Standard 62-1989, *Ventilation for Acceptable Indoor Air Quality*
- Indoor Air Quality Association *Guideline 01*

## Environmental Engineering Controls

To the extent feasible, engineering controls are used to assure worker safety and health, and to prevent cross-contamination. These engineering controls may include, but are not limited to source control, isolation barriers, pressure differentials, dust suppression methods, HEPA vacuuming and filtration, detailed cleaning, temperature and humidity control, and a sanitary approach. During HVAC system cleaning procedures, appropriate environmental engineering controls are established to control contaminants associated with the project from migrating to other spaces in the building. When disrupting biological contaminants within a mechanical system, the use of an IEP is necessary to design the appropriate engineering and environmental controls to protect the indoor environment. The effectiveness of environmental engineering controls may be demonstrated through the use of monitoring devices such as laser particle counters, digital pressure differential manometers, and other analytical or measuring devices. Monitoring is essential in buildings containing sensitive environments or

contents, when occupants have special health considerations, or when biological contaminants are being disturbed within a mechanical system.

### Smoke and/or Fire Detection Equipment

Cleaning activities do not impair, alter or damage any smoke and fire detection equipment located within the facility, or attached to and serving the HVAC system.

When required, temporary modifications, alterations, deactivation and reactivation of smoke and fire detection equipment, special permits, code-required notification, or other communications are the responsibility of the facility owner or the owner's designated representative.

Conditions may require temporarily disabling detection equipment to avoid damage and/or false alarms. When temporary controls are used, confirmation that all such devices were properly functioning must be documented, and if needed, confirmed through testing. When detection equipment is deactivated, disabled or reactivated, it is the responsibility of the facility owner or his representative to inform the authority having jurisdiction about detection equipment status.

When detection equipment is off-line, disabled, and subsequently reactivated, it is the responsibility of the facility owner or his representative to develop a plan for assuring safe operation of the building during such periods. The safety plan should conform to life safety regulations. The plan should define the responsibilities of each organization's designated representative involved with executing the plan for the duration of the HVAC system cleaning project.

### HVAC Duct Pressurization

HVAC ducts are kept at an appropriate pressure differential relative to surrounding indoor occupant spaces during all cleaning procedures and during assessment activities. Pressure differential are achieved through the use of a negative air machine or HEPA filtered vacuum collection equipment. Pressurization differential requirements apply to projects taking place within all building use classifications. When field conditions allow for possible cross contamination via make-up air to a negatively pressured interior HVAC zone or duct, suitable provisions are utilized to prevent such cross contamination.

### Vacuum Collection Equipment and Negative Air Machines

Vacuum collection equipment and/or a negative air machine are used to establish pressure differentials in the portion of the HVAC system being serviced relative to the surrounding area. The devices are operated in close proximity to the connection point of the HVAC component being serviced. HVAC openings are temporarily sealed and opened as required to maintain an appropriate pressure differential throughout the mechanical system. Installation of subsequent service openings in the portion of the HVAC system being cleaned are performed while the system is under the appropriate pressure differential. Negative air machines are not used to collect large quantities of debris unless designed for that purpose.

### Pressure Differential Requirements

A continuous pressure differential is maintained between the portion of the HVAC ductwork system being cleaned and surrounding indoor occupant spaces. The pressure differential in

those portions of the HVAC system undergoing cleaning is verified at representative locations during the cleaning process.

### Work Site Containment

Physical activities within an indoor environment are likely to cause a temporary rise in airborne particles. Work site containment is used to create a barrier between the work site and the rest of the building, reducing the opportunity for particles to cross contaminate other areas. In some cases the mechanical system will be completely isolated from the work site before work begins. The necessity for mechanical system isolation is identified during the environmental engineering controls inspection. When mechanical systems are isolated from the rest of the environment, the need for supplemental heating or cooling is evaluated for the project. The extent of work site containment controls employed on a particular cleaning project is dependent upon the building use classification, HVAC system contamination evaluation, and indoor environmental impact survey.

There are several different types of containment systems which are determined based on the conditions under which they may be applicable. Work site containment controls are determined in cooperation with an IEP when Condition 2 or 3 mold remediation is taking place within other areas of the building.

### Decontaminating Remediation Equipment

Tools, equipment, and instrumentation brought onto the work site is clean and does not introduce contaminants into the indoor environment or HVAC system. All equipment is in safe working order upon arrival at a job site. All equipment is serviced as needed throughout a project to limit possible cross contamination from poor hygiene, and/or unsafe operating conditions for service personnel and building occupants. These requirements apply to all cleaning projects. Tools and equipment is cleaned and decontaminated before being transported into an uncontaminated area. At the end of each project, tools and equipment are cleaned and decontaminated before being removed to another area. Tools and equipment are cleaned and dried carefully before being returned to storage.

### Equipment Hygiene Inspection

In cases of severe microbial growth (Condition 3), or where hazardous substances are known to be present within the HVAC system, or on projects taking place within healthcare facilities, there is an on-site hygiene/integrity inspection of vacuum collection equipment prior to commencement of work. The building owner or his representative should conduct the inspection at his/her discretion.

### Operational Condition

All equipment is maintained in good working order, consistent with applicable OSHA requirements, including, but not limited to vacuum collection equipment, power tools, pressurized air sources, electrical power cords and plugs, ground fault protection devices, vacuum collection hoses, fluid and pneumatic lines, manual and mechanical rotary brush systems, pneumatic cleaning systems, ductwork zoning devices, ladders, staging equipment, and hand tools.

## Vacuum Equipment Filtration

When using vacuum collection equipment exhausting within the building envelope, the equipment utilizes HEPA filtration with 99.97% collection efficiency at 0.3 micron particle size. A carbon filter can be used when VOC/MVOC contaminants are present. This requirement applies to all cleaning projects.

## Pressure Differentials

Pressure differentials are used to manage airflow. The use of pressure differentials is a matter of professional judgment. If pressure differentials are used, contaminated areas are negatively pressurized relative to unaffected or clean areas of the building to prevent cross contamination. The impact of HVAC cleaning activities on building pressurization and depressurization is considered for all buildings. Potential hazards and adverse conditions resulting from dynamic building pressurization or depressurization might include back-drafting, extinguishing and/or flame roll-out of combustion appliances, altered fume-hood exhausts, adjacent thermal and relative humidity conditions, introduction of outdoor pollutants, and other problems.

Appropriate environmental engineering controls are employed to safeguard the building environment and to control equipment that could be adversely affected by dynamic building pressurization or depressurization during HVAC system cleaning processes.

## Control of Product Emission

Products used in HVAC cleaning and restoration projects may lead to the off-gassing of objectionable emissions even when properly used. All products used comply with local, regional, and national standards and/or laws regulating the use of such agents. Cleaning agents, antimicrobials, or other chemicals are applied in accordance with the manufacturer's written recommendations for proper handling, usage, and disposal. Antimicrobials used are properly registered for use in HVAC systems by the EPA, or the applicable governing agencies and used in accordance with their registration listing specifically for HVAC applications. Any application of cleaning agents, antimicrobials, or other chemical agents are performed in such a manner as to prevent employee and occupant exposure and cross-contamination.

## Removal and Disposal of Contaminated Materials

All contaminated materials removed from the HVAC system are properly contained to prevent cross contamination. Removed microbial-contaminated debris is double bagged and sealed in 6-mil polyethylene bags. Materials deemed to be hazardous by governmental agencies must be handled in strict accordance with any applicable local, regional, or national codes. All vacuum collection devices used in the contaminant removal process must be sealed prior to relocation or removal from the building. Any activity requiring the opening of contaminated vacuum collection equipment on site, such as servicing or filter maintenance, will be performed in a negatively pressurized containment area or outside the building. Bagged materials are placed inside a secure dumpster or transport vehicle immediately after removing them from the building.

They are handled carefully while moving them to the disposal container or site. Respirators are not required outside while transporting double-bagged materials. Bags are not dropped, thrown or handled roughly. If wrapped disposal materials rupture outside the containment,

transporting workers will don appropriate PPE immediately, secure the area from public access, initiate clean up (HEPA vacuuming), and contain the debris. It is recommended that dumpsters with debris be protected from scavengers and kept secured. Non-regulated mold-contaminated ductwork components and other materials (i.e., those that do not contain asbestos, lead or other restricted waste) can be disposed in normal landfills as compost or construction waste. Generally, no special disposal provisions are recommended for mold-contaminated materials; however, local disposal ordinances may apply.

## Project Planning

Project planning is completed for all HVAC system cleaning projects. The project plan addresses the following areas:

- Strategic monitoring plan
- Scope of work
- Trades involved and their work tasks
- Acceptable work hours
- Number of individuals to be working on the project
- Project schedule
- Certifications for equipment
- Methods to be used for the project
- Cleaning and other chemicals to be used
- Safety plans
- MSDS documents
- Materials and other documentation needed to allow for the monitoring firm or individual to complete their task.

## Sequence of HVAC System Cleaning in Condition 2 and Condition 3 Environments

In buildings or areas of a structure determined to have Condition 2 or 3 microbial contamination, remediation of the HVAC system is delayed until other building mold remediation is complete, in order to avoid recontamination of the system. If this is not possible, then portions of the system exposed to or impacted by general remediation activities are either blocked off or isolated as soon as they are cleaned, re-inspected and then cleaned again if needed after demolition and reconstruction activities are complete. It may be necessary to provide for temporary heating, cooling and other environmental control for areas that are undergoing remediation if they are isolated from the building HVAC system. Often, the quality of make-up air drawn through the containment will provide satisfactory conditions. In other cases, supplemental heating, cooling or dehumidification systems can be used to provide environmental control in the spaces undergoing remediation. Where supplemental systems are used inside of critical containments, they are decontaminated, bagged or wrapped prior to being removed from the workspace.

## Ambient Air Cleaning

Ambient air cleaning is a supplemental engineering control to provide ambient airborne particle reduction during and immediately after HVAC cleaning work. Ambient air cleaning is used for projects taking place within residential, light commercial, industrial and marine buildings, all commercial, healthcare and special use buildings.

## Filtration Efficiency and Air Exchanges

Negative air machines or ambient air cleaners used for indoor airborne particle reduction utilize HEPA filtration with 99.97% collection efficiency at 0.3 micrometers or greater. Air cleaning provides a minimum of four (4) air changes per hour in the work area or must lower indoor particle level in the work area to the documented background level.

## Controlling Vapors or Emissions from Cleaning and Coating

A review of the types of chemicals to be used and the vapors they emit is made before the project starts. Adequate provisions are made to control occupant and worker exposure. Controls to exhaust chemical emissions from cleaning activities are analyzed for their impact on building pressurization.

## Notification and Documentation

The building owner or owner's authorized representative are notified prior to bringing products or materials into the building. These products include but are not limited to: antimicrobials, cleaning agents, coil cleaning chemicals, mastics, spray glue, coatings, sealants, and any new HVAC system components. Applicable MSDS are readily available for all chemicals that will be used during the course of the project.

It is the responsibility of the facility owner or the owner's designated representative to temporarily disable smoke and/or fire detection equipment to avoid damage and/or false alarms. When detection equipment is deactivated, disabled or reactivated, it is the responsibility of the facility owner or his representative to inform the authority having jurisdiction about detection equipment status. When detection equipment is off-line, disabled, and subsequently reactivated, it is the responsibility of the facility owner or his representative to develop a plan for assuring safe operation of the building during such periods. The safety plan should conform to life safety regulations. The plan should define the responsibilities of each organization's designated representative involved with executing the plan for the duration of the HVAC system cleaning project.

***This document certifies that  
 Dusty Ducts, Inc.  
 Forest, VA USA  
 Is a Regular Member in good standing for the year  
 07/01/2022 - 06/30/2023  
 Member Since: 02/15/1991***



1. We will serve our customers with integrity and competence.
2. We will perform our work using source removal methods, in accordance with ACR, the NADCA Standard (current version).
3. We will be honest and forthright in our advertising and marketing.
4. We will provide our clients with accurate inspections and evaluations of the cleanliness and physical condition of their HVAC systems, using this information to determine the type of cleaning and maintenance services required, if any.
5. We will provide only necessary and desired services to our clients, and will not use furnace/air duct cleaning as a means of selling unnecessary or unwanted products or services.
6. We will provide services only after completing the necessary bonding and licensing procedures.
7. We will stay abreast of new developments in technology, tools of the trade, building codes, the Uniform Mechanical Code, and any other codes or information that directly affects our work.
8. We will require that all employees of our firm practice furnace/air duct cleaning in accordance with NADCA Guidelines and the NADCA Code of Ethics.
9. We will perform our services in accordance with the current published standards of the association.

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

*Mark Zaczek*  
 \_\_\_\_\_  
 NADCA President

*Juli Saraujo*  
 \_\_\_\_\_  
 NADCA Chief Executive Officer

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



**Procedures:**

- 1) **Coordinate Project with Facility Representative and discuss any special conditions or schedules and establish Chain of Command.**
  - 2) **Power down unit to be cleaned. (Lock-out, Tag-out if necessary).**
  - 3) **Clean the Fan House equipment (including coils, fans, condensate collectors and drains) using EPA and Facility approved products and equipment.**
  - 4) **Clean Fresh Air Intake duct (if any) including bird screens, louvers, etc.**
  - 5) **Clean the return air plenums, registers, grilles, components and duct.**
  - 6) **Very carefully clean any controls and reset dampers, etc. to original position.**
  - 7) **Clean supply air duct, registers, grilles, turning vanes, etc. First covering all area equipment or machinery.**
  - 8) **Some registers may be covered with filter cloth after vacuuming air duct systems to collect microscopic debris.**
  - 9) **Actual vacuuming will be done with high CFM, commercial, HEPA Portable unit. Approved access doors will be installed in numerous locations for future inspection and accessibility.**
  - 10) **Air jet wash will be used on duct interiors to dislodge debris from duct and force it into vacuum stream.**
  - 11) **Pre-spray coil with Biodegradable coil cleaner and thoroughly clean and flush if necessary.**
  - 12) **Some systems may be zoned off in sections to obtain a more thorough job.**
  - 13) **If microbial growths are removed, the Air Handling units will be sanitized with EPA Registered chemicals upon completion of cleaning. The system deficiencies will then be located and reported to proper personnel.**
  - 14) **All work is performed according to NADCA (National Air Duct Cleaners Association) Standards, by trained Technicians.**
  - 15) **Have Facility Representative inspect and sign off on each phase prior to closing.**
  - 16) **Close all accesses with the like-metal, gasketed patches or approved access doors.**
- **Cleaning methods are employed such that all HVAC system components are visibly clean, according to NADCA standards. Service openings are made in accordance with SMACNA standards as required to satisfactorily perform assessment, cleaning, and restoration procedures.**
  - **The HVAC system is cleaned using mechanical cleaning methods designed to dislodge and extract contaminants from within the HVAC system components. Mechanical cleaning techniques employ sizeable vacuum collection units, portable vacuum collection units, mechanical agitation systems, hand brushing tools, pressurized air sources, pressurized water sources, plus other tools, and equipment to dislodge attached particulate and debris and convey it to a collection device in a safe and controlled manner.**
  - **Before starting any cleaning process, we will walk through the system and look for potential issues that may prevent or alter our method of cleaning, ie: accessibility, support, other trades in the space, etc.**
  - **System will be locked and tagged out for our safety, as well as the safety of the equipment.**

- We will then start at the furthest point of the return ductwork and install service openings (access doors or panels – according to SMACNA) and work our way back towards the air handler unit
- After the first opening is made, a technician will then begin cleaning while another technician continues cutting service openings.
- Ductwork that is at least 16” X 16” or larger may be cleaned internally by a technician who “crawls” inside.
- Extra precautions are taken to ensure duct liner is not damaged during the cleaning process.
- Dusty Ducts is OSHA 30-Hour trained, as well as Confined Spaces, CPR and First Aid.
- Dusty Ducts will provide air monitoring the entire time any technician is physically inside the duct system.
- The entrance will be physically monitored at the entrance by another technician.
- Any time that a technician is inside the ductwork the method of cleaning will be “hand contact vacuuming”.
- “Hand contact vacuuming” consists of using H.E.P.A. -filtered vacuum equipment, hoses up to 100’ long with extension wands and a brush to agitate the dust for collection.
- Employees entering the ductwork will wear proper PPE (personal protective equipment) such as dust mask, Tyvek Paper suit, safety glasses.
- Two-way radio communication will be utilized between the entry attendant and entrant during cleaning.
- Any ductwork that is smaller than 16” X 16” or is found not to be capable of entering, but is accessible, will be cleaned using either the same “hand contact vacuuming” method or air wash method, but must be performed through the service openings.
- After cleaning of each section is complete the service opening will then be closed but will remain unsealed until inspected and signed off on by owner’s appointee.
- After all return ductwork is cleaned and sealed, Dusty Ducts, Inc. will then proceed to “hand contact clean” the interior of the Air Handler Unit using H.E.P.A. filtered equipment.
- When the Air Handler Unit has been finished, then we will proceed to cleaning the supply ductwork using the same technique as the return, but we will work from the Air Handler out to the furthest point of discharge.
- Upon completion of each system, we will perform another walk through to ensure everything is closed and sealed to prevent re-contamination.
- Report any deficiencies and make applicable recommendations.

## **Air Handler Unit Cleaning Procedures**

- Before starting any cleaning process, we will walk through the system and look for potential issues that may prevent or alter our method of cleaning, accessibility, support, other trades in the space, etc.
- System will be locked and tagged out for our safety, as well as the safety of the equipment.
- We will then start at the furthest point of the return section and work our way back towards the supply section of the air handler unit.
- The method of cleaning of the air handler units will be “hand contact vacuuming”.
- “Hand contact vacuuming” consists of using H.E.P.A. -filtered vacuum equipment, hoses up to 100’ long with extension wands and a brush to agitate the dust for collection.
- All cooling and heating coils will be vacuumed off using HEPA filtered vacuum equipment, hoses up to 100’ long with extension wands and a brush to agitate the dust for collection.
- Dusty Ducts, Inc. will at the completion of each AHU, perform walk through and obtain sign-off with owner appointee before proceeding to next system.

## **Duct Cleaning Procedures**

### Vertical (shafts) Ductwork

- System will be locked and tagged out for our safety, as well as the safety of the equipment.
- Dusty Ducts, Inc. will install service openings at each floor level and at the very bottom of each shaft for cleaning purposes.
- Cleaning will begin on the highest level and work down to the lowest level.
- Cleaning will consist of “hand contact” and/or mechanical brushes, depending on accessibility.
- After cleaning for each floor is complete, the service openings will be closed to prevent any recontamination.
- All service openings will be sealed only after ductwork has been inspected and signed-off.

### **NADCA ACR 2021 STANDARD**

- *6.1 Mechanical Cleaning Methodology*  
The HVAC system must be cleaned using mechanical cleaning methods designed to dislodge and extract contaminants from within the HVAC system components. Mechanical cleaning techniques employ sizeable vacuum collection units, portable vacuum collection units, mechanical agitation systems, hand brushing tools, pressurized air sources, pressurized water sources, plus other tools, and equipment to dislodge attached particulate and debris and convey it to a collection device in a safe and controlled manner.
- *6.1.2 Mechanical Agitation*  
Dislodging contaminants from duct system components must be accomplished through mechanical agitation techniques. Mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Agitation devices may include cable drive brush systems, compress air systems, power water wash systems, pneumatic and electric driven brushes, and hand tools such as contact vacuum brushes.

## **Duct Cleaning Procedures -**

### Horizontal Square Ductwork

- Before starting any cleaning process, we will walk through the system and look for potential issues that may prevent or alter our method of cleaning, accessibility, support, other trades in the space, etc.
- System will be locked and tagged out for our safety, as well as the safety of the equipment.
- We will then start at the furthest point of the return ductwork and install service openings (access doors or patches) and work our way back towards the air handler unit.
- After the first opening is made, a technician will then begin cleaning while another technician continues cutting service openings.
- Most ductwork that is at least 16” X 16” or larger may be cleaned internally by a technician who “crawls” inside.
- Dusty Ducts, Inc. is fully trained in Confined Space trained, as well as CPR and First Aid.
- Dusty Ducts, Inc. will provide air monitoring the entire time any technician is physically inside the duct system.
- The entrance will be physically monitored by another technician.

- Any time that a technician is inside the ductwork the method of cleaning will be “hand contact vacuuming”.
- “Hand contact vacuuming” consists of using H.E.P.A. -filtered vacuum equipment, hoses up to 100’ long with extension wands and a brush to agitate the dust for collection.
- Scrape as much “adhered” debris as will possibly come off.
- Employees entering the ductwork will wear proper PPE (personal protective equipment) such as dust mask, Tyvek Paper suit, safety glasses.
- Any ductwork that is smaller than 16” X 16” or is found not to be capable of entering, but is accessible, will be cleaned using the same “hand contact vacuuming” method but must be performed through the service opening.
- After cleaning of each section is complete the service opening will then be closed but will remain unsealed until inspected and signed off on by owner’s appointee.
- After all return ductwork is cleaned and sealed, Dusty Ducts, Inc. will then proceed to “hand contact clean” the interior of the Air Handler Unit using H.E.P.A. filtered equipment.
- When the Air Handler Unit has been finished, then we will proceed to clean the Supply ductwork using the same technique as the return, but we will work from the Air Handler out to the further most point.
- Upon completion of each system, we will perform another walk through to ensure everything is closed and sealed to prevent re-contamination.
- Dusty Ducts, Inc. will at the completion of each AHU and related ductwork burn all digital pictures to a disc and label it with the AHU number.
- Dusty Ducts, Inc. will at the completion of each AHU and related ductwork, perform walk through and obtain sign-off with owner appointee before proceeding to next system.
- All service openings will be installed according to job specs.

#### Duct Coating Procedures

##### Lined Ductwork

- All ductwork must first be cleaned.
- Dusty Ducts, Inc. will use an airless sprayer to coat the interior of any lined ductwork.
- Fiberlock IAQ 8000® will be used to coat the liner.
- Dusty Ducts, Inc. will utilize all service openings that were installed during cleaning.
- Any ductwork that is not readily accessible will be coated using a spray cart with extension wands.
- Any equipment in the immediate area of the coating will be covered with plastic as necessary.
- Will provide before and after digital pictures upon completion.
- MSDS sheets will provided.

#### **Air Handler Unit Coating Procedures**

##### **Internal Surfaces**

- All surfaces must first be cleaned.
- Dusty Ducts, Inc. will use an airless sprayer to coat the interior surfaces.
- Fiberlock IAQ 8000® or equivalent will be used to coat the internal surfaces.
- Dusty Ducts, Inc. will utilize all service openings that may have been installed during cleaning.
- Dusty Ducts, Inc. will utilize an air scrubber with charcoal filters to help eliminate any V.O.C.’s or fumes.

- Any equipment in the immediate area of the coating will be covered with plastic as necessary.
- Will provide before and after digital pictures upon completion.
- MSDS sheets will provided.

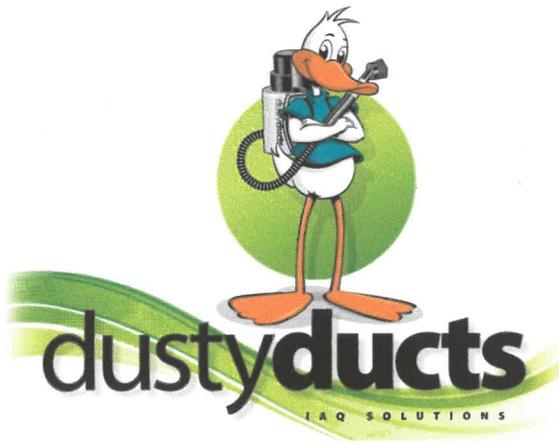
### **Vital Oxide Cleaning and Disinfecting Procedures**

Vital Oxide removes dirt, grime, fungus, mold, food residue, blood and other organic matter commonly found in hospitals and in health care facilities. It also eliminates odors leaving restroom surfaces smelling clean and fresh. Use where odor is a problem. Vital Oxide may be used to pre-clean or decontaminate critical or semi-critical medical devices prior to sterilization of high-level disinfection. Blood and other body fluids must be thoroughly cleaned from surfaces and objects prior application of this product.

To disinfect pre-cleaned, hard, non-porous surfaces, apply Vital Oxide full-strength (undiluted), wetting thoroughly with spray, sponge, mop, or by immersion in solution. Allow surfaces to remain wet for 5 or 10 minutes for virus inactivation (refer to the viruses table for contact times). Allow surfaces to remain wet for 10 minutes for bacterial disinfection. For immersion, replace solution daily, or more frequently if it becomes significantly soiled or diluted.

**Tuberculocidal:** For Mycobacterium Bovis-BCG disinfection, the surface must remain wet with product for 10 minutes.

**Disposal of Infectious Materials:** Blood and other body fluids should be autoclaved and disposed of according to Federal, State, and local regulations for infectious waste disposal.



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www.dustyducts.com

## **DUCT CLEANING**

### **Description of Work**

All Indoor Air Quality (IAQ) procedures will be performed according to National Air Duct Cleaner Association (NADCA) standards.

The HVAC system is cleaned using mechanical cleaning methods designed to dislodge and extract contaminants from within the HVAC system components. Mechanical cleaning techniques employ sizeable vacuum collection units, portable vacuum collection units, mechanical agitation systems, hand brushing tools, pressurized air sources, pressurized water sources, plus other tools and equipment to dislodge attached particulate and debris and convey it to a collection device in a safe and controlled manner. Ducts are accessed by service openings. Service openings are made in accordance with SMACNA standards as required to satisfactorily perform assessment, cleaning and restoration procedures.

Contact vacuuming utilizing HEPA-filtered equipment is performed in designated areas of the HVAC system. Cleaning is performed by the application of the vacuum in combination with a brush attachment directly to the contaminated surface. The HVAC component being remediated using HEPA contact vacuuming is negatively pressurized using a vacuum collection device. Cleaning methods are employed such that all HVAC system components are visibly clean. Registers, grilles, diffusers, and other air distribution devices are cleaned and restored to their previous position. Visible surface contamination deposits are removed in accordance with NADCA ACR 2013.

Application of a fiberglass sealant/coating/encapsulant will be applied on all fiberglass duct liner within the HVAC system (AHU's, VAV boxes, ducts, etc.). If microbial contamination exists, replacement, preferably with a closed-cell product like *Armacell*, is recommended where possible.

### **Work Procedures**

- Prior to the commencement of any cleaning work, Dusty Ducts, Inc. shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project.
- Damaged system components found during the inspection shall be documented and brought to the attention of the owner.

- All work shall comply with OSHA standards. Dusty Ducts technicians wear proper PPE, and maintain a copy of the MSDS (Material Safety Data Sheet) on all products stored and used in the duct cleaning operations.
- HVAC System will be locked and tagged out for our safety, as well as the safety of the equipment.
- Each building area to be cleaned shall be cleared of occupants and staff.
- Technicians will bring equipment to the area and prepare the work space by covering furnishings as necessary.
- Clean interior of air handling unit, including surface cleaning of the coils, condensate drain pans, fan housing and fan blades, etc., without dismantling, where accessible.
- Clean interior of related supply and return ducts, including VAV boxes, turning vanes, dampers, and diffusers/grills, without dismantling, where accessible.
- Ceiling tiles are removed to access ductwork.
- Access panels are installed at various points of the HVAC duct system for physical and mechanical entry and inspection in accordance with industry codes and standards.
- Flex duct is cleaned in place; air wash and vacuum methods may not remove all contaminants.
- If ductwork has exterior insulation, technician will cut insulation to install access panel, then seal insulation according to SMACNA standards.
- After the first opening is made, a technician will then begin cleaning while another technician continues cutting service openings.
- The following NADCA cleaning methods are used:
  - Contact Vacuuming consists of using H.E.P.A. -filtered vacuum equipment, hoses up to 100' long with extension wands and a brush to agitate the dust for collection.
  - Air Washing utilizes compressed air and agitation devices, along with H.E.P.A. -filtered vacuum equipment.
- The mechanical cleaning of fiberglass duct liner or duct board will not create abrasions, breaks, or tears, however if pre-cleaned condition is damaged or degraded, the application of HVAC sealant/coating (or replacement) is recommended.
- After cleaning of each section is complete the service opening will then be closed but will remain unsealed until inspected and signed off on by owner's appointee.
- Upon completion of each area we will perform another walk through to ensure everything is closed and sealed to prevent re-contamination, as well as verify work area has been cleaned.
- Upon completion of each area, technician will obtain sign-off with owner appointee to verify work was done satisfactorily.

### **General Safety and Accident Prevention Policy**

The personal safety and health of each employee, along with client staff and the general public, is of primary importance. The prevention of work-related injuries and illness is of such consequence that it will be given priority over operating productivity whenever necessary to protect employees and individuals directly and indirectly involved in any projects performed by Dusty Ducts, Inc.

We will maintain a safety and health program based on modern techniques of accident prevention in compliance with federal, state, and local laws regarding accident prevention and working conditions. To be successful requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his fellow workers, and each worker and any individual directly and indirectly involved in the work. Only through such cooperative efforts can a positive safety record be established and preserved in the best interest of all.

Our number one goal is to **provide a safety and health program that will reduce the number of injuries and illnesses to a minimum.** Each member of our team is responsible for the safety, well-being, and safe work conduct of themselves, and all persons who are directly and indirectly involved in our work.

**To carry out this policy, Dusty Ducts will:**

- Maintain safe and healthful working conditions.
- Furnish, within reason, the best available mechanical safeguards and personal protective equipment, where they are needed.
- Maintain an active and aggressive program in which all members of management will participate to promote safety awareness among its employees.
- Provide adequate medical and first aid facilities for work-caused injuries and illnesses.
- Maintain a continuous educational program in safe operating procedures.
- Insist that all employees observe established safety regulations and practices and use the safety equipment provided.
- Perform prompt and thorough accident investigations to find out what caused an accident and to correct the problems so that they won't occur again.

**SAFETY TRAINING AND PROCEDURES**

Dusty Ducts safety training begins at the time of employment so that employees learn the things they need to know to form good attitudes and habits at the start. All new employees receive general accident prevention orientation as a part of their indoctrination, in addition to specific training:

- Personal Protective Equipment
- Ladder Safety
- Fall Protection
- Hand and Power Tool Safety
- Electrical Safety
- Eye Safety
- Respiratory Safety
- Confined Space Entry
- Lockout/Tagout Control of Hazardous Energy

In addition, OSHA 10 and OSHA 30, CPR & First Aid, Aerial Lift, Asbestos Awareness, and Mold Remediation training is provided regularly.

## Work Schedule

- Work will be performed during regular work week (Monday through Friday), non-holiday or weekend, night hours.

## Order of Work

- Work will be scheduled in coordination with owner appointee(s).
  - Each system (AHU) is cleaned one-at-a-time.
  - Return ducts are cleaned first, starting from the grille, working back toward the unit.
  - Air handling unit is cleaned, including coils.
  - Supply ducts are cleaned last, working from the unit out to the diffusers.

## Materials

- 24-gauge galvanized sheet metal panels (10"x10", 12"x12", 14"x14", 16"x16")
- Equipment HEPA filters, vacuum bags from Nikro
- Vacuum attachments, brushes, hoses from Nikro
- Cleaning cloths, 3-6 mil plastic, contractor trash bags
- *VersaGrip 181* duct mastic, threaded foil insulation tape, sheet metal screws

## Equipment

- HEPA-filtered electric vacuums
- Various collection and air hoses
- Various brush heads and agitation devices
- Electric air compressor
- Electric airless paint sprayer
- Various fiberglass ladders with minimum 250 lb load limit
- Various heavy duty power extension cords
- Various hand tools, including battery operated drills, electric shears, hand snips, screwdrivers, and flashlights.

## Equipment Specs



**Product Name: 15 Gallon HEPA Vacuum (Dry)**

**Product Number: PD15110DV**

**Product Description**

- HEPA filter 99.99% @ 0.3 micron
- Powerful 2 HP motor - 115cfm - 110" waterlift
- 5 stage filtration system
- Dent/Corrosion proof polyethylene tank



**Product Name: UPRIGHT AIR SCRUBBER**

**Product Number: UA2005**

**Product Description** The UA2005 is extremely powerful yet compact and versatile. This unit, with its narrow design, 10" rear stair climbing wheels, front casters and handle assembly, makes maneuvering it a simple one-man operation. The UA2005 features a 2 speed blower for controlled air flow, 99.97% HEPA @ 0.3 microns, 12" exhaust hose flange, filter monitoring gauge, hour meter and an aluminum housing with fully welded seams and powder coat paint finish.

- 99.97% HEPA Filter
- 3-Stage Filtration
- 2 Speed blower
- 2000 CFM (Free Air)
- 12" exhaust hose flange
- Can be used as a Negative Air Machine
- 2 Speed blower
- 10" Stair climbing rear wheels
- Filter monitoring gauge
- Hour meter
- 28" x 23" x 47" / 149 lbs
- 115v / 10 amps

**Viper Clean Sweep System**



**#860397** - The most advanced air cleaning system available! Unique skipper ball/whip combination, 5-different multi-action nozzle heads, Rigid and flexible rods, Works in round or square duct, Able to clean in one pass, Cleans 100' of duct through a 1" hole, Cleans vertical and horizontal ducts at the same time.

**Specs:** Includes 6 - 5' Flexible White Rods, 6 - 5' Medium Rods, 6 - 5' Rigid Rods, 1 - 20' Combo Line, 1 - 10' Braided Line, 1 - 30' Bullet Line, 1 - Forward Flow Air Nozzle, 1 - Reverse Flow Air Nozzle, 1 - Reverse Whip, 1 - 12" Forward Whip, 1 - 16" Standard Whip, 1 - 24" Standard Whip, 1 - 6 Whip Nozzle, 1 - Hook Tool, 1 - Air Control Valve, 1 - Air Flow Regulator, 1 - Carrying Case

**115V Single Stage, 150 PSI Portable Electric Compressor**



**#860579** - Includes 1 #860845 25' Whip and Blast Assy and 2 #860232 3/8" x 50' Airline Assy, To order compressor only without Airline and Air Blast Assy's refer to #860758

**Specs:** 115 Volt, 15.4 Amps, 2 Cylinder, 10.1cfm, 150 psi, 20 gal tank, 10" wheel

# SAFETY TRAINING CERTIFICATE



## Employee Name

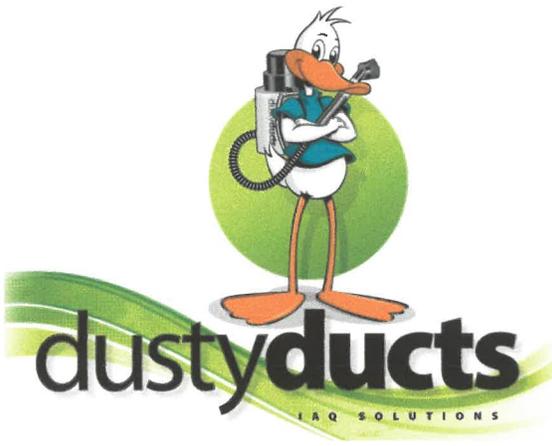
Has successfully completed the National Safety Compliance Training Program, which includes:

- Confined Space Entry
- Ladder Safety
- Respiratory Safety
- PPE Safety
- Eye Safety
- Hand and Power Tool Safety
- Lockout and Tag Out Safety
- Fall Protection
- Slips, Trips and Falls

Date

Supervisor

Date



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## **HVAC CLEANING In Critical Environments**

### **Description of Work**

All Indoor Air Quality (IAQ) procedures will be performed according to National Air Duct Cleaner Association (NADCA) standards.

The HVAC system is cleaned using mechanical cleaning methods designed to dislodge and extract contaminants from within the HVAC system components. Mechanical cleaning techniques employ sizeable vacuum collection units, portable vacuum collection units, mechanical agitation systems, hand brushing tools, pressurized air sources, pressurized water sources, plus other tools and equipment to dislodge attached particulate and debris and convey it to a collection device in a safe and controlled manner. Ducts are accessed by service openings. Service openings are made in accordance with SMACNA standards as required to satisfactorily perform assessment, cleaning and restoration procedures.

Contact vacuuming utilizing HEPA-filtered equipment is performed in designated areas of the HVAC system. Cleaning is performed by the application of the vacuum in combination with a brush attachment directly to the contaminated surface. The HVAC component being remediated using HEPA contact vacuuming is negatively pressurized using a vacuum collection device. Cleaning methods are employed such that all HVAC system components are visibly clean. Visible surface contamination deposits are removed in accordance with NADCA ACR 2021

### **Work Procedures**

- Prior to the commencement of any cleaning work, Dusty Ducts, Inc. shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete the project.
- Damaged system components found during the inspection shall be documented and brought to the attention of the owner.
- All work shall comply with OSHA standards. Dusty Ducts technicians maintain a copy of the MSDS (Material Safety Data Sheet) on all products stored and used in the duct cleaning operations.
- HVAC System will be locked and tagged out for our safety, as well as the safety of the equipment.
- Each building area to be cleaned shall be cleared of occupants and staff.

- Technicians will bring clean equipment to the area and prepare the work space by covering furnishings as necessary.
- Where required, containment barriers may be installed.
- At the first access opening, a technician begins cleaning while another monitors barrier and equipment.
- The following NADCA cleaning methods are used for ceiling plenums:
  - Contact Vacuuming consists of using H.E.P.A. -filtered vacuum equipment, hoses up to 25' long with extension wands and a brush to direct dust/debris directly to sealed collection point.
- After cleaning of each section is complete the service opening will then be closed but will remain unsealed until inspected and signed off on by owner's appointee.
- Upon completion of each area we will perform another walk through to ensure everything is closed and sealed to prevent re-contamination, as well as verify work area has been cleaned.
- Upon completion of each area, technician will obtain sign-off with owner appointee to verify work was done satisfactorily.

### Equipment Specs



**Product Name: Nikro 15 Gallon HEPA Vacuum (Dry)**  
**Product Number: PD15110DV**  
**Product Description**

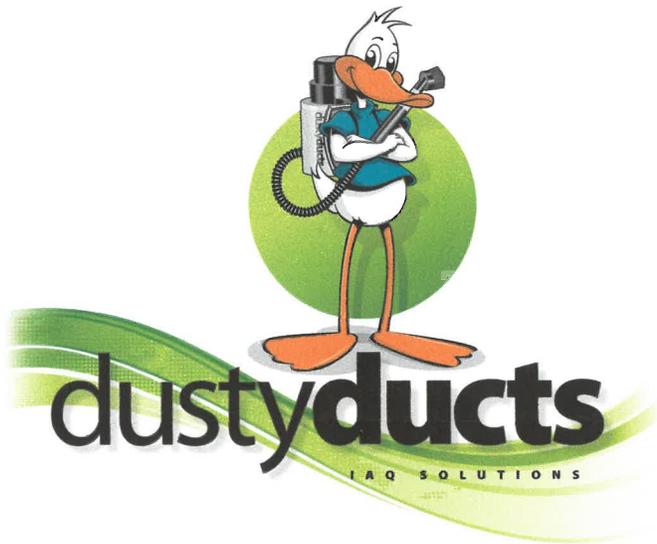
- HEPA filter 99.99% @ 0.3 micron
- Powerful 2 HP motor - 115cfm - 110" waterlift
- 5 stage filtration system
- Dent/Corrosion proof polyethylene tank



**Product Name: NIKRO UPRIGHT AIR SCRUBBER**  
**Product Number: UA2005**

**Product Description** The UA2005 is extremely powerful yet compact and versatile. This unit, with its narrow design, 10" rear stair climbing wheels, front casters and handle assembly, makes maneuvering it a simple one-man operation. The UA2005 features a 2 speed blower for controlled air flow, 99.97% HEPA @ 0.3 microns, 12" exhaust hose flange, filter monitoring gauge, hour meter and an aluminum housing with fully welded seams and powder coat paint finish.

- |   |                                  |
|---|----------------------------------|
| • 99.97% HEPA Filter                    | • 2 Speed blower                 |
| • 3-Stage Filtration                    | • 10" Stair climbing rear wheels |
| • 2 Speed blower                        | • Filter monitoring gauge        |
| • 2000 CFM (Free Air)                   | • Hour meter                     |
| • 12" exhaust hose flange               | • 28" x 23" x 47" / 149 lbs      |
| • Can be used as a Negative Air Machine | • 115v / 10 amps                 |



## Introduction to Dusty Ducts, Inc.

Dusty Ducts, Inc., a woman-owned business, is known for excellent quality, reliability, and service. We cover an extensive area including the majority of the East Coast with plans to expand into the West Coast. We have been providing a wide range of Indoor Air Quality Services since 1990.

Dusty Ducts, Inc., an Indoor Air Quality company born out of an HVAC installation and service company, brings extensive knowledge of HVAC systems and equipment. We have found this to be an invaluable tool when confronting sensitive air conveyance system components and equipment.

We are an active member of NADCA (National Air Duct Cleaners Association), NAFA (National Air Filtration Association), IAQA (Indoor Air Quality Association), NFPA (National Fire Protection Association), IKECA (International Kitchen Exhaust Cleaning Association) and ASHE (American Society of Healthcare Engineering). Our associations have been very instrumental in improving the quality of our company as well as the duct cleaning industry and provide education to its members.



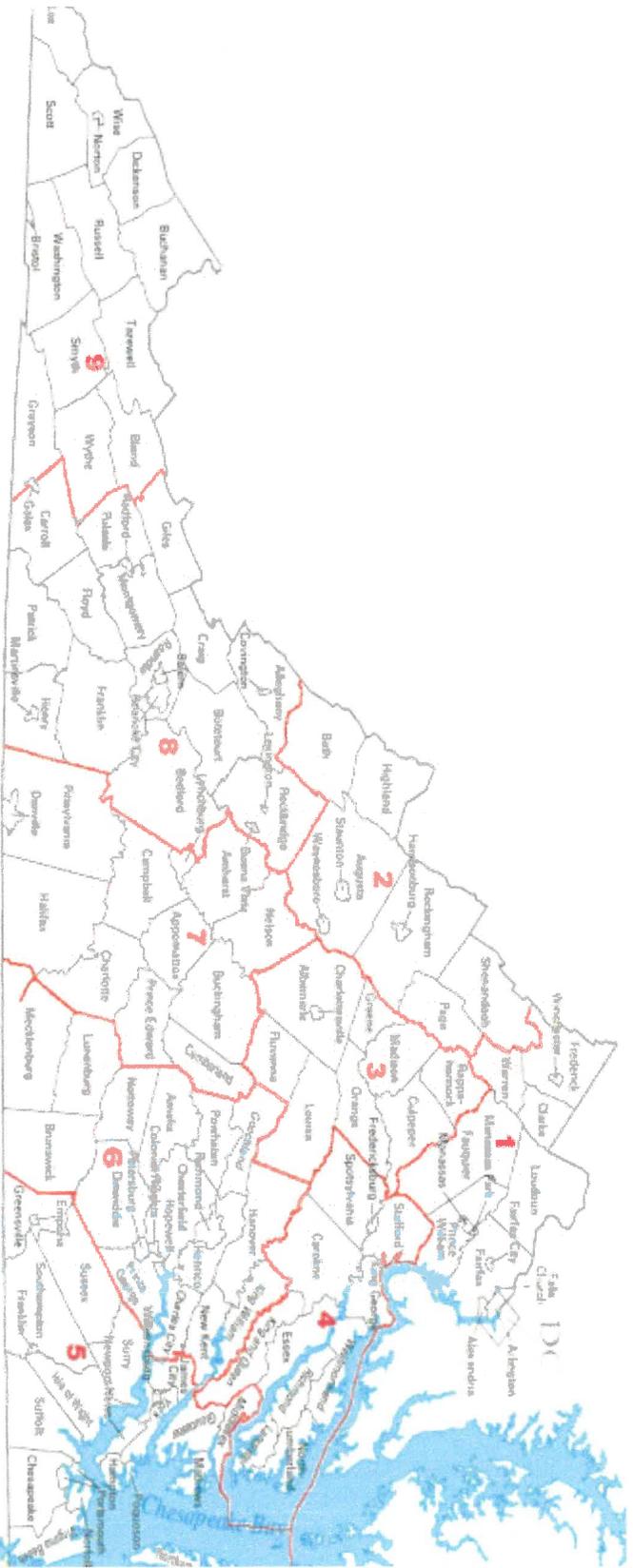
### Company Mission:

Our number one goal is **integrity**. It is the mission of our company to provide the **highest quality work** accomplished through **accountability** to our customers. Customer **satisfaction** is imperative, and we feel that by keeping the highest level of integrity we achieve **our mission**.

We hope to have the opportunity to work with you in planning your company's Indoor Air Quality needs. Thank you for your time and we look forward to hearing from you in the near future.

ATTACHMENT D

Zone Map



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

**List of member institutions by zones**

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

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: \_\_\_\_\_

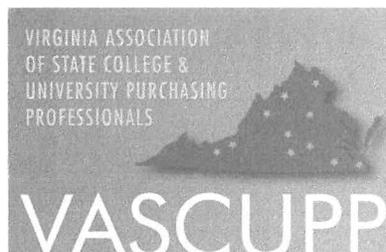


# Request for Proposal

## **RFP# MPM-1159**

**Duct & Exhaust Cleaning**

**July 25, 2022**



**REQUEST FOR PROPOSAL**  
**RFP# MPM-1159**

**Issue Date:** July 25, 2022  
**Title:** Duct & Exhaust Cleaning  
**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 August 24, 2022 for Furnishing The Services Described Herein.**

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** No preproposal meeting shall be held.

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

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

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

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

|                           |                           |
|---------------------------|---------------------------|
| Name and Address of Firm: | By:                       |
| _____                     | _____                     |
| _____                     | <i>(Signature in Ink)</i> |
| _____                     | Name:                     |
|                           | _____                     |
|                           | <i>(Please Print)</i>     |
| Date: _____               | Title: _____              |
| Web Address: _____        | Phone: _____              |
| Email: _____              | Fax #: _____              |

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:  
 YES;  NO; *IF YES* ⇒⇒  SMALL;  WOMAN;  MINORITY **IF MINORITY:**  AA;  HA;  AsA;  NW;  Micro

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

# ***REQUEST FOR PROPOSAL***

*RFP # MPM-1159*

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## **I. PURPOSE**

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

## **II. BACKGROUND**

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

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

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

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

## **IV. STATEMENT OF NEEDS**

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

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

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

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

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

- 1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and One (1) copy** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.

- b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
- c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

- 2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
- 3. Proposal Preparation
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

**B. SPECIFIC PROPOSAL INSTRUCTIONS**

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

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

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

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

|   | <u>Points</u> |
|---|---------------|
| 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            |
|   | <u>100</u>    |

- 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:

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

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

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

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

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

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

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

## **VIII. SPECIAL TERMS AND CONDITIONS**

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the

resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
  
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
  
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
  
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
  
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. **ELECTRICAL EQUIPMENT STANDARDS:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- T. **KEYS:** If the Contractor is given keys for projects resulting from this contract, it is the Contractor's responsibility to return the keys when the work is completed as well as for the safe-keeping of the keys during the work period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- U. **STANDARDS OF CONDUCT:** The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

## **IX. METHOD OF PAYMENT**

The contractor will be paid 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>.

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

|                                       |  |  |  |  |  |  |  |  |  |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| wet/dry vacuum, and 1 air compressor) |  |  |  |  |  |  |  |  |  |
| HVAC Inspector/Ventilation Auditor    |  |  |  |  |  |  |  |  |  |
| Project Manager for Multiple Crews    |  |  |  |  |  |  |  |  |  |
| <b>Equipment and Materials</b>        |  |  |  |  |  |  |  |  |  |
| <i>Price/Unit</i>                     |  |  |  |  |  |  |  |  |  |

**Add additional rows – as needed – to list all rates and fees for labor and services. The categories listed on the chart above represent what the University considers a “typical” response crew for references purposes. Please note any differences to the typical crew based on your firm’s offering.**

|                                     |          |
|-------------------------------------|----------|
| <b>Other Fees</b>                   |          |
| <i>Charge Card Processing Fees:</i> | <b>%</b> |
|                                     |          |
|                                     |          |
|                                     |          |

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT 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.

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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: \_\_\_\_\_

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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 SBSB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).**

***RETURN OF THIS PAGE IS REQUIRED***

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

Procurement Name and Number: \_\_\_\_\_ Date Form Completed: \_\_\_\_\_

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

Offeror / Proposer: \_\_\_\_\_

Firm \_\_\_\_\_ Address \_\_\_\_\_ Contact Person/No. \_\_\_\_\_

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

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

**RETURN OF THIS PAGE IS REQUIRED**

ATTACHMENT C



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

**ATTACHMENT D**

**Zone Map**



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

**List of member institutions by zones**

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