



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6574

This contract entered into this 27th day of March 2023, by Stanley Steemer 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 March 27, 2023 through March 26, 2024 with four (4) one-year renewal options.

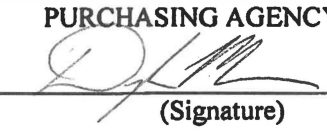
The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP DKM-1163 dated January 19, 2023
 - (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 January 31, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated March 6, 2023

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

CONTRACTOR:
By: 
(Signature)
James N. Phillips
(Printed Name)

Title: General Manager

PURCHASING AGENCY:
By: 
(Signature)
Dylan Morris
(Printed Name)

Title: Buyer Senior



**RFP # DKM-1173, Fire & Water Damage Cleanup Services
Negotiation Summary for Stanley Steemer**

3/6/2023

1. Hourly pricing for services will be followed as listed below:

Technician	Unit	Cost
Straight Time	1 Hour	\$52.22
Overtime	1 Hour	\$78.41

2. JMU Shall only accept Xactimate pricing, except when pre-approved by University in writing. Services used during the term of this contract shall reflect the correct Xactimate pricing model, which will be provided by the contractor

*Contractor and purchasing agency will re-evaluate Xactimate pricing model to be used at each renewal period.

3. The University will issue a purchase order for each order based upon a quote provided by your firm.

No additional agreements, orders forms, or signatures shall be required.

4. The contractor warrants the services under the contract will be performed: (a) in a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards; (b) in accordance with this Agreement and the applicable Statement(s) of Work; and (c) by experienced and qualified personnel.

5. Travel Expenses: James Madison University is an agency of the Commonwealth of Virginia and as such, Contractors billing for travel related expenses must invoice in accordance with the U. S. General Services Administration (*GSA*) for lodging, meals and incidental expenses at the time of travel, which can be referenced at: <http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.

Transportation for air travel and car rental will be paid at cost with Contractor providing a documented receipt to the University. Contractor shall book air travel and car rental to ensure expenses remain economical. Air fare shall be reimbursed for coach/standard with no upgrades and car rental shall be reimbursed for standard with no upgrades.

6. The Contractor has disclosed all potential fees. Additional charges will not be accepted.

STANLEY STEEMER®



Fire and Water Damage Cleanup and Restoration Services

Proposal to

James Madison University

In Response to RFP #DKM-1173

January 31, 2023

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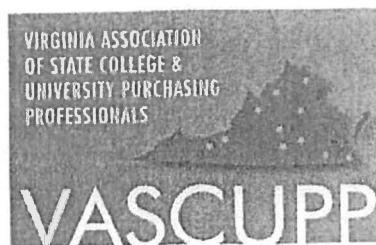


Request for Proposal

RFP# DKN-1173

Fire and Water Damage Cleanup Services

January 19, 2023



REQUEST FOR PROPOSAL
RFP# DKM-1173

Issue Date: January 19, 2023
Title: Fire and Water Damage Cleanup Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on February 9, 2023 for Furnishing The Services Described Herein.

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


All Inquiries For Information And Clarification Should Be Directed To: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-7003; (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:

Partners Too Of Virginia DBA Stanley Steemer
120 Bayne Rd
Salem, Va 24153

By:


(Signature/Ink)

Name:

James N. Phillips
(Please Print)

Date: 01/25/23

Title: General Manager

Web Address: www.stanleysteemer.com

Phone: 434-906-7792

Email: jphillips@steemergroup.com

Fax #: 540-380-3631

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.

INTRODUCTION

For more than 75 years, Stanley Steemer has been bringing cleaner and more comfortable homes and businesses to America. To serve customers nationwide, we now have more than 300 locations in 49 states. We attribute our business success and long history of partnerships to our highly-trained people, our patented equipment, and our innovative approaches to solving customer problems and facility issues.

Stanley Steemer is a locally owned and operated firm that has been grateful for many opportunities to partner with Universities, School Systems, Mechanical Contractors, General Contractors, Hospitals, Facility Managers, Local, State, and Federal Governments, and Building Owners throughout the Commonwealth of Virginia providing Fire and Water Damage Cleanup and Restoration Services. We are active members of many organizations including VASCUPP and SWaM; and appreciate the growth we have experienced being a part of these organizations.

We are excited at the opportunity to continue to be a part of James Madison University's qualified contractors and provide fire and water damage cleanup and restoration services to the University. Please find our Request for Proposal #DKN-1173 Response following:

Specific Proposal Instructions Section V (page 4 #2 of RFP# DKN-1173)

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

Summary Statement:

From the initial contact (first notice of loss) to the invoice we understand that every project is unique, urgent, and important; therefore, we have found it important to develop processes, methods, and plans that are flexible to the unique needs and yet still provide the consistent, efficient, high level quality of service that is so important to us and our customers. We believe that the success of water and fire damage cleanup and restoration hinges on a few key principles:

- A. Highly Trained Professionals
- B. Well Experienced Team Members
- C. State-of-the-art Technology, Equipment, and Tools
- D. Well vetted and approved industry-specific Chemicals
- E. Local Offices and Team Members for Quick Response Times

In a chronological order we will briefly detail our process(es) below:

Water Damage:

1. Once we are contacted (receive the first notice of loss or FNOL) about a project need we immediately assign the project to a Project Manager (this is almost always the same person to allow customers a primary, single, and consistent point of contact). The Project Manager will then immediately reach out to the Designated Representative to understand key project details and begin mobilizing the Mitigation Team.

2. We quickly mobilize to have the Project Manager and the Mitigation Team on site in less than 2 hours to begin the mitigation process.

3. An initial site inspection is a very crucial step in creating an effective plan that will result in a successful restoration. Our goal is to be as thorough as possible while at the same time not wasting any time to begin the extraction and mitigation process.

- The site inspection is crucial to help us identify any hazards or safety concerns- and to develop the plan to eliminate or controls these hazards.
- The site inspection helps us determine the origin of the loss and take steps to make sure the source has been contained.
- The site inspection is also where we identify the extent of the damage to the structure and contents, therefore setting the scope of work and determining what areas have been affected and help us coordinate with the Designated Representative on how to control the flow of occupants throughout the area(s) / building.
- The site inspection is also when the Project Manager is capturing photo documentation of the loss- to digitally record on site conditions throughout the process until completion.

Specific Proposal Instructions Section V (page 4 #2 of RFP# DKN-1173) Continued

- During the site inspection we use state of the art tools and equipment that provide the latest technologies for detecting water damage in structures and content. Well maintained and calibrated tools we regularly use during inspections are: moisture meters (penetrating and non-penetrating), infrared cameras, moisture detectors, hygrometers, and hammer probe meters.

4. As soon as the initial site inspection is complete the Project Manager formulates the Drying Plan and confirms any scheduling, occupant, or utility concerns to the Designated Representative for approval. This is typically a verbal communication for time's sake and as in a lot of instances will be after hours. Once the Drying plan is approved it is communicated to the Mitigation Team on site.

5. We will immediately begin to execute the Drying Plan. This typically begins with water extraction - whether using our patented, in-house manufactured truck-mounted equipment. We also utilize submersible pumps and / or gas-powered pumps for continuous water pumping of high level water. An efficient, thorough, and timely extraction process from saturated surfaces and areas helps prevent additional secondary damages and helps reduce drying times.

6. Stanley Steemer is a proud member of IICRC and follows their standards and guidelines throughout the process of water damage clean-up and restoration. Most of these guidelines are also dictated in two publications, S500 and the S520. Stanley Steemer's work involves the extraction, drying, and cleaning of water damaged, building structures, finishes, and content.

- We utilize industrial grade commercial drying equipment such as industrial LGR dehumidifiers and desiccant dehumidifiers.
- We utilize many different types of high-speed air movers specifically designed for different applications across the range of water damage classifications and categories such as axial fans, centrifugal fans, down draft and thrust technology air movers, floor and cavity drying air movers / attachments, and specialized floor vacuum air movers such as the Injectidry tile and hardwood floor equipment.
- We utilize many different types of HEPA air scrubbers to control odors, dust, and contaminants throughout the drying process.
- We use many different types of deodorization products- some are industry specific chemicals available to the majority of Restoration Professionals- and some are patented and engineered at our in-house manufacturing facility in Dublin, Ohio.
- We utilize a variety of specific disinfection products depending on several factors including the surface we are cleaning and what is being disinfected.
- Our moisture monitoring follow-up equipment includes all of the initial inspection meter and tools and our recording software where we are able to quickly record, track, and compare progress of the drying process. Effective monitoring of progress is crucial to an efficient and timely drying process.
- We utilize many different tools and equipment if demolition of walls, flooring, ceilings, or finishes are needed. This includes general construction tools from preparation of work to clean-up of jobsites.
- During our mitigation process digital photos are taken of the project, equipment, content, and damaged materials.

Specific Proposal Instructions Section V (page 4 #2 of RFP# DKN-1173) Continued

7. After extraction of water from surfaces and areas are complete we will immediately set up drying equipment in drying chambers to begin the dehumidification process. This includes industrial, purpose built, high speed air movers along with industrial dehumidifiers for efficient drying of the structure. Extraction should almost always be complete with the dehumidification process stabilized within 24 hours. However, projects that require extensive amounts of demolition, or tedious complexities such as electrical or chemical hazards can cause this step to be later than 24-36 hours

8. A dry standard is set according to unaffected areas of the building, which becomes the target for the drying process. Moisture readings are gathered throughout the entire loss including psychrometric readings (indoor and outdoor), moisture readings from content, floors, walls, and ceilings, and comparative readings of affected vs unaffected areas.

- Moisture readings are documented on every project, every time. Documentation that tracks the drying process are critical on all water loss projects and help inform decisions and adjustments throughout the drying process.

9. Moisture readings and drying equipment adjustments will occur every 24 hours. Constant and consistent management and monitoring of the drying process is crucial to achieving our 72 hour completion time. Our company standard is to complete all dry-outs within, or quicker than, three days (72 hours) of the FNOL.

- Containment and Engineering Controls are key components of all Water and Fire Damage Clean up Projects. Every project requires different strategies to thoroughly complete the work in a safe manner that does not adversely affect the unaffected areas of the building, the mechanical systems, or the occupants. The Project Manager develops the Containment and Engineering Control Strategy for each project and may include: poly plastic area and local containments, HEPA air scrubbers to filter the air or create pressure differentials within work areas during drying and clean up, and masking off critical openings such as HVAC supply / return openings. At no time during any drying, remediation, or cleaning project should Stanley Steemer ever compromise the indoor air quality, structural integrity, or environment of a building.

10. Once the dry standard has been reached all equipment is demobilized from the building, and we immediately begin finalizing the Project Report that will document and summarize the damage along with the steps taken to mitigate the damage. We also submit our invoice, which is a detailed, line item Xactimate invoice with all Photo Documentation at the same time. The Project Report and the Xactimate Invoice are presented to the affected client within 48-72 hours after the initial clean up is concluded.

Fire Damage:

1. Once we are contacted (receive the first notice of loss or FNOL) about a project need, we immediately assign the project to a Project Manager (this is almost always the same person to allow customers a primary, single, and consistent point of contact). The Project Manager will then immediately reach out to the Designated Representative to understand key project details and begin mobilizing the Mitigation Team.

Specific Proposal Instructions Section V (page 4 #2 of RFP# DKN-1173) Continued

2. We quickly mobilize to have the Project Manager and the Mitigation Team on site in less than 2 hours to begin the mitigation process.

3. An initial site inspection is a very crucial step in creating an effective plan that will result in a successful restoration. Our goal is to be as thorough as possible while at the same time not wasting any time to begin the extraction (if needed) and clean up process.

- **The site inspection is crucial to help us identify any hazards or safety concerns- and to develop the plan to eliminate or controls these hazards.**
- **The site inspection helps us determine the origin of the fire / smoke damage, because understanding the accelerant used to start the fire will help us determine the type of testing and narrow down our expected cleaning methods.**
- **The site inspection is also where we identify the extent of the damage to the structure and contents, therefore setting the scope of work and determining what areas have been affected and help us coordinate with the Designated Representative on how to control the flow of occupants throughout the area(s) / building.**
- **The site inspection is also when the Project Manager is capturing photo documentation of the loss - to digitally record on site conditions throughout the process until completion.**
- **During the site inspection we test for soot, smoke, and protein residues which includes using swab surface testing procedures and chemical sponges surface testing.**
 - a. **Additional microvacuum and air testing methods are performed by a third party industrial hygienist that we have partnered with and as the University approves. Third Party and Laboratory testing of airborne and surface contaminants are not utilized on every project- we will work with the Owner's Designated Representative to determine scope, benchmark, testing, and clearance testing requirements depending on the size, location, and type of each unique project.**

4. As soon as the initial site inspection is complete the Project Manager formulates the Cleaning Plan and confirms any scheduling, occupant, or utility concerns to the Designated Representative for approval. This is typically a verbal communication for time's sake and as in a lot of instances will be after hours. Once the Cleaning plan is approved it is communicated to the Mitigation Team on site.

5. We will immediately begin to execute the Cleaning Plan. This typically begins with Containment and Engineering Controls to prevent the migration of odors and airborne contaminants to unaffected areas.

- **Containment and Engineering Controls are key components of all Water and Fire Damage Clean up Projects. Every project requires different strategies to thoroughly complete the work in a safe manner that does not adversely affect the unaffected areas of the building, the mechanical systems, or the occupants. The Project Manager develops the Containment and Engineering Control Strategy for each project and may include: poly plastic area and local containments, HEPA air scrubbers to filter the air or create pressure differentials within work areas during drying and clean up, and masking off critical openings such as HVAC supply / return openings. At no time during any drying, remediation, or cleaning project should Stanley Steamer ever compromise the indoor air quality, structural integrity, or environment of a building.**

Specific Proposal Instructions Section V (page 4 #2 of RFP# DKN-1173) Continued

6. Stanley Steemer is a proud member of IICRC and follows their standards and guidelines throughout the process of fire damage clean-up and restoration. Most of these guidelines are also IICRC Publication S500. Our Project Managers have extensive training and experience in fire and smoke clean up and restoration. Stanley Steemer's work involves the drying (if needed), and cleaning of building structures, finishes, and content.

- **We typically pack out content to be removed out of the affected area and brought to our in-house cleaning station. Depending on the size and scope of work we also can utilize on site portable storage containers to stage content inventory and cleaning.**
 - a. Removing affected content quickly from the loss area is one of the first priorities in reducing secondary damages to the affected area and the content.**
 - b. Content is photographed, inventoried and packaged, and then transported to the staging area for cleaning.**
 - c. In some cases all content is removed from the loss area and then later determined to be salvageable or non-salvageable before being cleaned. This can expediate the cleaning process in the affected area on some projects.**
- **We utilize many different types of HEPA air scrubbers to control odors, dust, and contaminants throughout the cleaning process as well as HEPA vacuums during the cleaning process. Negative air fans are used to create pressure differentials across containments and prevent cross contamination.**
- **Each project is unique and requires different cleaning methods and chemicals. We utilize a wide range of very industry-specific cleaning chemicals depending on the surface being cleaned and the residue type and amount. Some content can be cleaned using our ultrasonic cleaning equipment while some soot laden walls may require multistep methods and cleaning chemicals (such as to first use a chemical sponge wipe-down and then an Un-Soot chemical wash-down)**
- **We utilize a variety of deodorization processes for odors. We use ozone machines or hydroxyl generators, depending on the loss type and building condition and use.**
 - a. We use many different types of deodorization products- some are industry specific chemicals available to the majority of Restoration Professionals- and some are patented and engineered at our in-house manufacturing facility in Dublin, Ohio.**
- **We utilize many different tools and equipment if demolition of walls, flooring, ceilings, or finishes are needed. This includes general construction tools from preparation of work to clean-up of jobsites.**
- **During our cleaning process digital photos are taken of the project, equipment, content, and damaged materials.**

7. When the clean up and deodorization process is complete we will provide a Clearance test. Depending on each unique project and scope of work this can be as simple as the Owners acceptance of cleaning or as detailed as Clearance testing from a third party Industrial Hygienist.

Specific Proposal Instructions Section V (page 4 #2 of RFP# DKN-1173) Continued

8. After Clearance Testing is complete we immediately begin finalizing the Project Report that will document and summarize the damage along with the steps taken to mitigate the damage. We also submit our invoice, which is a detailed, line item Xactimate Invoice with all Photo Documentation at the same time. The Project Report and the Xactimate Invoice are presented to the affected client within 48-72 hours after the initial cleanup is concluded.

Documentation and Report Guidelines

Documentation and Reporting is crucial to communicate, document, and report conditions, assessments, and progress of Fire and Water Damage Clean-up Projects. Immediately after the initial clean-up is concluded we begin finalizing the Project Report that will document and summarize the damage along with the steps taken to mitigate the damage. This document is prepared as a short and concise summary of the project. We also submit our detailed estimate, which is a detailed, line item Xactimate estimate with all Photo Documentation at the same time in conjunction with the Project Report. The Project Report and the Xactimate Estimate with Photo Documentation are presented to the affected client within 48-72 hours after the initial clean-up is concluded.

General Guidelines

- Xactimate pricing for Charlottesville is our preferred software for estimating. We will be using this software for all Water and Fire Damage Clean up projects.
- We are an IICRC (Institute of Inspection, Cleaning, and Restoration Certification) Certified Firm, Company Number 105366.
- We supply a minimum of one WRT and ASD certified technician on every Water Damage Restoration Job. We currently employ several certified WRT technicians. Additionally, every Project Manager is at minimum, WRT and ASD certified (Applied Structural Drying). We currently employ several certified WRT and ASD technicians. Additionally, every Project Manager for Fire and Smoke Damage is FSRT certified (Fire & Smoke Restoration) We currently employ several certified FSRT technicians. We certify technicians on an annual basis.
- We supply a minimum of one AMRT certified technician on every Mold Remediation Job. We currently employ multiple AMRT certified technicians. We certify technicians on an annual basis.
- All our employees are drug tested when hired and background tested when hired and yearly after hired. We have enjoyed partnering with several third party, qualifying companies (such as Contractor Connection, Alacrity, and Code Blue) for several years that oversee mitigation processes for quality and efficiency for national insurance carriers such as Allstate, Liberty Mutual, and USAA. These partnerships and contracts also require maintaining similar certification and background testing.

V. PARAGRAPH B. Section 3. A written narrative statement to include, but not limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

Stanley Steemer has been providing Commercial and Residential fire, water, smoke, and mold cleaning for more than 25 years. We have enjoyed partnering with many other similar customers to successfully complete several small and large scale damage clean up projects throughout the years. We also work closely with third party administrators, insurance adjusters, and facility owners and managers throughout central and southwest Virginia, the Shenandoah valley, and are well versed in the challenges, processes, and successful outcomes of similar projects, contracts, and facilities. Whether directly or through subcontracts we have successfully completed many projects for the following higher education institutions: James Madison University, University of Virginia, Hollins College, and others.

Stanley Steemer is certified and active in many organizations, national and local, relevant to this industry. We strongly believe that investing in our people is key to the success, continuity, and safety of our organization as well as the experience and satisfaction of our customers and business partners.

- We are a certified IICRC company. The IICRC is an organization that regulates and certifies individuals in the inspection, cleaning, and restoration industry. We comply with all IICRC regulations for standard of care.
- We are a certified SCRT member. The Society of Cleaning and Restoration Technicians is an organization that promotes the exchange of technical information to raise standards, workmanship, and customer experience in the Cleaning and Restoration industry.
- We are active members of SWaM and pride ourselves in being a certified SWaM "S" Small Business Enterprise. Please find this completed as "Attachment B" of this RFP Response.
- We are a certified Class A Contractor with DPOR in the Commonwealth of Virginia. Please find the Contractors License attached to this RFP Response.
- We are a 24 / 7 Emergency Response Restoration Company. Our main office phone number is 540-380-3662

Billy Greene will be a primary point of contact and main Project Manager for the University. He is our Restoration Manager for the Charlottesville and Harrisonburg areas and has been with the company and in the industry for 9 years. He has been personally responsible for the success of many of the past commercial fire and water damage clean up projects in Charlottesville and Harrisonburg throughout the past several years- including Water Damage Clean-up on JMU and UVA's campuses and currently maintains several professional relationships and contacts with insurance adjusters, facility owners and managers, and insurance carriers. Billy currently holds his WRT, ASD, and AMRT through IICRC.

• **Billy Greene**

• **434-806-1439**

• **bgreene@steemergroup.com**

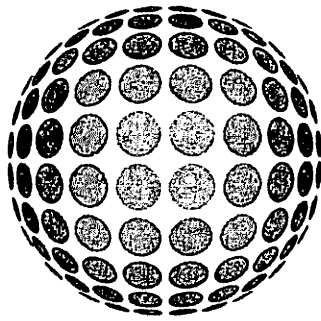
James Phillips is our Branch Manager in the Ruckersville, VA office that will providing the primary support for services to the University. Jay has been with the company and in the industry for 25 years and currently holds his WRT, ASD, UFT, and CCT through IICRC.

Mark Dyer is also a Lead Technician with our company and has been with us for 8 years. He will be a familiar face around campus as one of our main resources for leadership and project execution on commercial projects. Mark currently holds his WRT and ASD through IICRC.

Relative Similar Experience and other Services offered to James Madison University

- **Stanley Steemer offers many services such as: Air Duct Cleaning and Encapsulation, Air Duct Leakage Testing and Leakage Sealing, Carpet Cleaning, Tile and Grout Cleaning, Hardwood Floor Cleaning, Upholstery Cleaning, Life Safety Inspections (Fire Damper Testing and Inspecting) and High Surface Cleaning.**
- **We offer free inspections and estimates for all of our services.**
- **Stanley Steemer currently is in a similar cooperative VASCUPP Contract through JMU for Air Duct and Exhaust Cleaning. Contract No UCPJMU5003.**

SPECIFIC PROPOSAL



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

Certified Firm

2023

be it known that:

STANLEY STEEMER

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Carey Vermeulen
Chairman of the Board of Directors

226964
Company #
12/31/2023
Valid Through

COMMONWEALTH of VIRGINIA

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

EXPIRES ON
03-31-2023

NUMBER
2705139430

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CIC HIC



PARTNER'S TOO OF VIRGINIA LTD
STANLEY STEEMER
120 BAYNE ROAD
SALEM, VA 24153



Wayne Broz-Vandusen, Director
Wayne Broz-Vandusen, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CIC HIC
NUMBER: 2705139430 EXPIRES: 03-31

PARTNER'S TOO OF VIRGINIA LTD
STANLEY STEEMER
120 BAYNE ROAD
SALEM, VA 24153

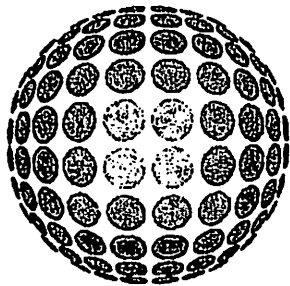


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Status can be verified at <http://www.dpor.virginia.gov>

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DPOR-PC (02/2017)



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

JASON W FENDER

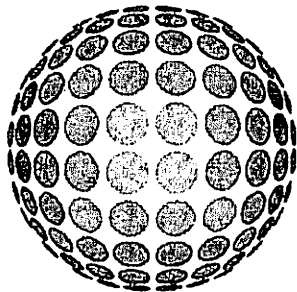
is a registrant in good standing with the IICRC, and has qualified by service and
examination for certification in the following areas:

**APPLIED STRUCTURAL DRYING
CARPET CLEANING
UPHOLSTERY & FABRIC CLEANING
WATER DAMAGE RESTORATION
APPLIED MICROBIAL REMEDIATION**

This registrant has pledged to perform services in these areas
with skill, honesty, and integrity to provide the consumer
with the highest standard of care and expertise.

138228
REGISTER NUMBER

04/30/2023
EXPIRATION DATE



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

JAMES N. PHILLIPS

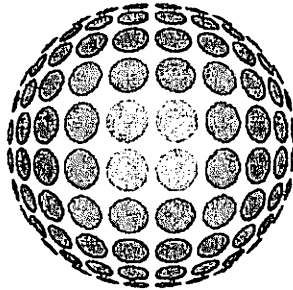
is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**UPHOLSTERY & FABRIC CLEANING
APPLIED STRUCTURAL DRYING
CARPET CLEANING
WATER DAMAGE RESTORATION**

This registrant has pledged to perform services in these areas
with skill, honesty, and integrity to provide the consumer
with the highest standard of care and expertise.

117180
REGISTER NUMBER

08/31/2023
EXPIRATION DATE



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

BILLY ALLEN GREENE

is a registrant in good standing with the IICRC, and has qualified by service and
examination for certification in the following areas:

**FIRE & SMOKE DAMAGE RESTORATION
APPLIED STRUCTURAL DRYING
CARPET CLEANING
WATER DAMAGE RESTORATION**

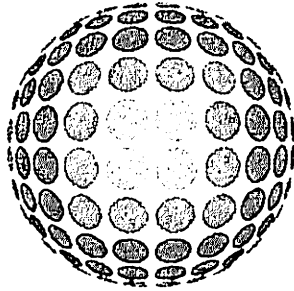
This registrant has pledged to perform services in these areas
with skill, honesty, and integrity to provide the consumer
with the highest standard of care and expertise.

172897

REGISTER NUMBER

10/31/2023

EXPIRATION DATE



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

MARK DYER

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**APPLIED STRUCTURAL DRYING
WATER DAMAGE RESTORATION
FIRE & SMOKE DAMAGE RESTORATION**

This registrant has pledged to perform services in these areas
with skill, honesty, and integrity to provide the consumer
with the highest standard of care and expertise.

233173
REGISTER NUMBER

07/31/2023
EXPIRATION DATE

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 22 Months 6

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Alutiq LMS LLC	14 years	2055 Boulders Rd. Charlottesville, Va 22911	Ron Craddock 434-951-1454
UVA Bldg Services	14 years	UVA campus Charlottesville, Va 22904	Tanvia Moore 434-906-6014
VMI	10 years	319 Letcher Ave. Lexington, Va 24450	Larry Camper 540-460-2511
Wayne Powell Properties	12 years	22968 / 22973 Ruckersville/Standardsville Va	Shannon Garrett 434-985-8842
Boars Head Resort	6 years	200 Ednam Dr. Charlottesville, Va 22903	Francois Abadie 434-286-2181

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

Stanley Steamer of Charlottesville, VA 159 Commerce Dr. Ruckersville, Va 22968

Stanley Steamer of Roanoke, Va 120 Bayne Rd Salem, VA 24153

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: Stanley Steemer Preparer Name: James Phillips

Date: 01/25/23

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: 682349 Certification date: 04/18/2024

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: Fire and Water Damage Cleanup Services RFP#DKN-1173

Date Form Completed: 01/25/23

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

Offeror / Proposer:

Partners Too Of Virginia DBA Stanley Steamer
Firm

120 Bayne Rd Salem, Va 24153

Address

Jay Phillips 434-906-7792

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

Specific Proposal Instructions: Section V (page 5 #6 of RFP# DKN-1173)

Section V. number 6 – Identify the amount of sales your company had during the last twelve months with each VASCUPP member.

Christopher Newport University – \$ 0.00

George Mason University - \$ 0.00

James Madison University - \$ 138,455.00

Longwood University - \$ 0.00

Norfolk State University – \$ 0.00

Old Dominion University- \$ 0.00

Radford University - \$ 8,395.00

University of Mary Washington - \$ 0.00

University of Virginia - \$ 50,425.00

Virginia Commonwealth University - \$ 0.00

Virginia Military Institute - \$ 21,710.00

Virginia Tech - \$ 33,000.00

William & Mary - \$ 0.00

***This data only shows sales from direct contract we executed with each institution and does not include sales under subcontracts.**

& 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. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

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 Contractor shall provide pricing for all products and services included in this proposal. A detailed, itemized break down of all costs, materials, and work shall be submitted. January 2023 pricing shall be used. Xactimate pricing is the preferred software for estimating.

TECHNICIAN	UNIT	COST
Straight Time	1 hour	\$ 52.22
Overtime	1 hour	\$ 78.41

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>.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

Client: John Doe
Property: 159 Commerce Dr
Ruckersville, VA 22968

Home: (434) 806-1439

Operator: JASON_FE

Estimator: Billy Greene
Position: Project Manager
Company: Stanley Steemer
Business: 159 commerce dr
charlottesville , VA 22968

Business: (434) 806-1439
E-mail: billy.greene@steemer.com

Type of Estimate: Remediation
Date Entered: 1/26/2023
Date Est. Completed: 1/26/2023
Date Assigned: 1/2/2023
Date Job Completed: 1/6/2023

Price List: VACH8X_JAN23
Labor Efficiency: Restoration/Service/Remodel
Estimate: JMU_EXAMPLE_1

This is an example and is for the purpose of the Proposal only.

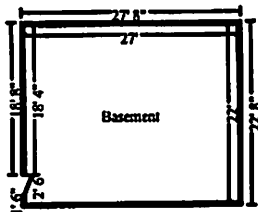
Scenario is as follows, Stanley Steemer responds to a call during business hours where a supply line for the dish washer has failed. The failing line caused water to leak out under the dishwasher where it made its way through the subfloor and into the basement which was unfinished. The basement floor was concrete and used for storage. Stanley Steemer extracted the standing water, blocked the furniture they had to move around and set equipment.. Upstairs in the kitchen Stanley Steemer detached the dishwasher and found that water had made its way under the cabinets. The hardwood flooring in the kitchen stopped at the cabinets and remained unaffected. Stanley Steemer proceeded to set containment to minimize the drying chamber and set equipment. The total drying time was 72 hours and progress monitored every 24

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

JMU_EXAMPLE_1**JMU_EXAMPLE_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge) 2 techs @ 2 hours each per day @ 3 days. Setup, monitor and take down equipment.	12.00 HR	0.00	52.22	0.00	626.64
Total: JMU_EXAMPLE_1				0.00	626.64

Basement**Basement****Height: 8'**

767.33 SF Walls	594.00 SF Ceiling
1,361.33 SF Walls & Ceiling	594.00 SF Floor
66.00 SY Flooring	95.50 LF Floor Perimeter
98.00 LF Ceil. Perimeter	

Door**2' 6" X 6' 8"****Opens into Exterior**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Water extraction from hard surface floor extraction of concrete floor @ sf	594.00 SF	0.00	0.23	0.00	136.62
4. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor. 1 dehu @ 3 days	3.00 EA	0.00	74.68	0.00	224.04
5. Air mover axial fan (per 24 hour period) - No monitoring 4 air movers @ 3 days each	12.00 EA	0.00	28.75	0.00	345.00
6. Content Manipulation charge - per hour 2 techs @ .5 hours each to manipulate contents for extractions	1.00 HR	0.00	42.54	0.00	42.54
Totals: Basement				0.00	748.20
Total: Basement				0.00	748.20

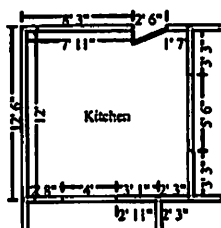
Main Level

JMU_EXAMPLE_1

1/26/2023

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com



Kitchen

Height: 8'

304.00 SF Walls
448.00 SF Walls & Ceiling
16.00 SY Flooring
48.00 LF Ceil. Perimeter

144.00 SF Ceiling
144.00 SF Floor
36.00 LF Floor Perimeter

Missing Wall - Goes to Floor

4' X 6' 8"

Opens into FOYER_ENTRY

Missing Wall - Goes to Floor

5' 6" X 6' 8"

Opens into DINING_ROOM

Door

2' 6" X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Dehumidifier (per 24 hr period)- up to 69 ppd- No monitor. 1 dehu @ 3 days	3.00 EA	0.00	52.00	0.00	156.00
9. Air mover axial fan (per 24 hour period) - No monitoring 3 air movers @ 3 days each	9.00 EA	0.00	28.75	0.00	258.75
10. Dishwasher - Detach detach dishwasher in order to expose affected subflooring	1.00 EA	0.00	52.20	0.00	52.20
11. Containment Barrier/Airlock/Decon. Chamber containment set in both doorways, 92 sf in total, to minimize drying chamber	92.00 SF	0.00	0.85	0.73	78.93
12. Containment Barrier - tension post (per day) 4 poles @ 3 days each for containment	12.00 DA	0.00	3.30	0.00	39.60
13. Peel & seal zipper 2 zippers for containment	2.00 EA	0.00	12.73	0.98	26.44
14. Tear out toe kick and bag for disposal removed toe kick @ 6 LF to expose wet subflooring under the cabinets	6.00 LF	3.07	0.00	0.06	18.48
Totals: Kitchen				1.77	630.40
Total: Main Level				1.77	630.40
Line Item Totals: JMU_EXAMPLE_1				1.77	2,005.24

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

Grand Total Areas:

2,007.33 SF Walls	1,171.78 SF Ceiling	3,179.11 SF Walls and Ceiling
1,171.78 SF Floor	130.20 SY Flooring	242.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	291.33 LF Ceil. Perimeter
1,171.78 Floor Area	1,254.22 Total Area	2,007.33 Interior Wall Area
1,762.00 Exterior Wall Area	201.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

JMU_EXAMPLE_1

1/26/2023

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

Summary

Line Item Total	2,003.47
Material Sales Tax	1.77
	<hr/>
Replacement Cost Value	\$2,005.24
Net Claim	<u>\$2,005.24</u>

Billy Greene
Project Manager

JMU_EXAMPLE_1

1/26/2023 -

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

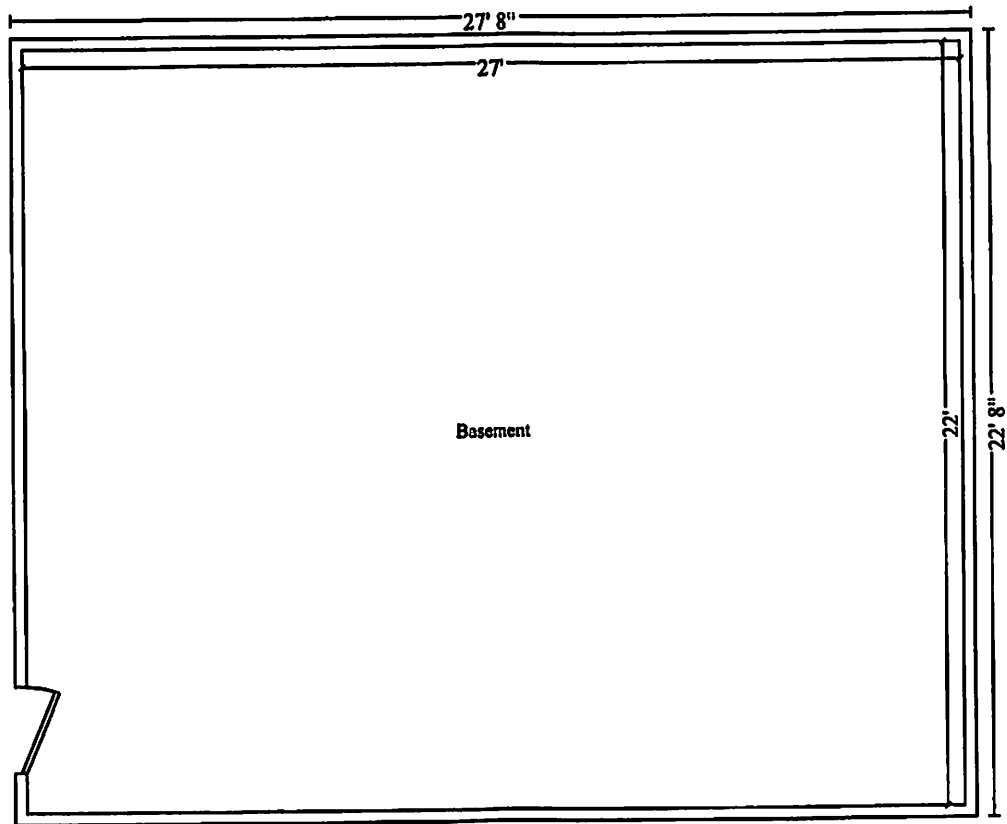
Recap by Room

Estimate: JMU_EXAMPLE_1	626.64	31.28%
Area: Basement		
Basement	748.20	37.35%
<hr/>		
Area Subtotal: Basement	748.20	37.35%
Area: Main Level		
Kitchen	628.63	31.38%
<hr/>		
Area Subtotal: Main Level	628.63	31.38%
<hr/>		
Subtotal of Areas	2,003.47	100.00%
<hr/>		
Total	2,003.47	100.00%

JMU_EXAMPLE_1

1/26/2023

Basement

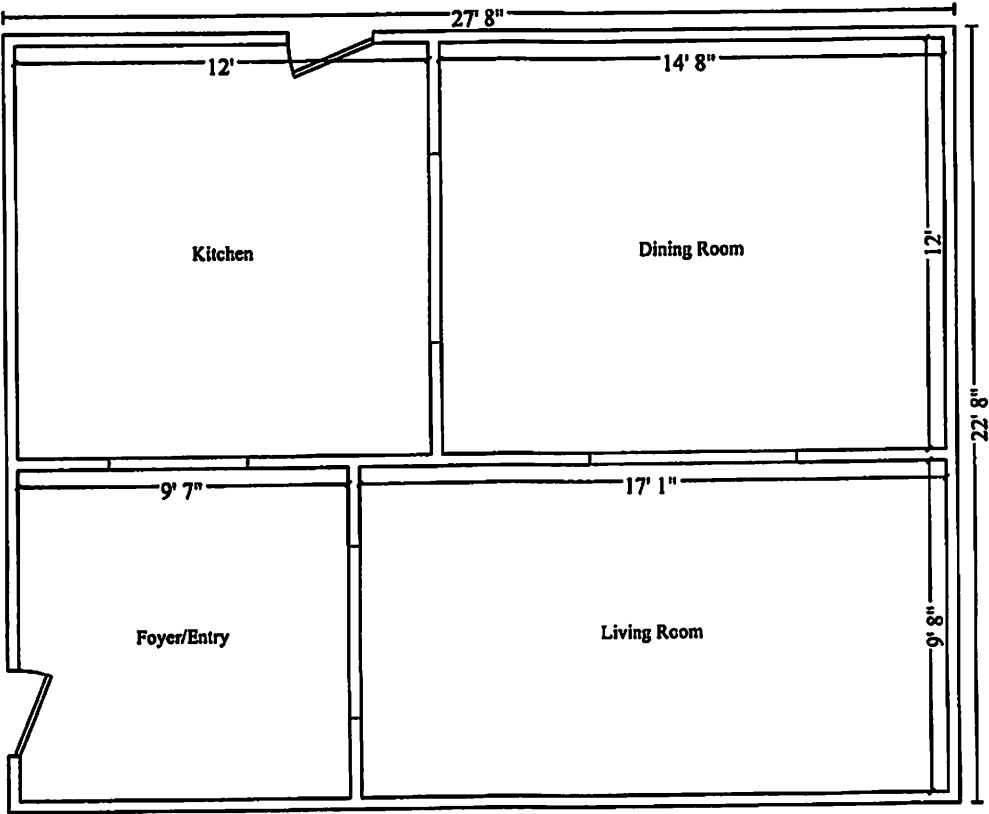


N
↑
Basement

JMU_EXAMPLE_1

1/26/2023

Main Level



Main Level

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

Client: John Doe
Property: 159 Commerce Dr
Ruckersville, VA 22968

Home: (434) 806-1439

Operator: JASON_FE

Estimator: Billy Greene
Position: Project Manager
Company: Stanley Steemer
Business: 159 commerce dr
charlottesville , VA 22968

Business: (434) 806-1439
E-mail: billy.greene@steemer.com

Type of Estimate: Remediation
Date Entered: 1/26/2023
Date Est. Completed: 1/26/2023
Date Assigned: 1/2/2023
Date Job Completed: 1/6/2023

Price List: VACH8X_JAN23
Labor Efficiency: Restoration/Service/Remodel
Estimate: JMU_EXAMPLE_2

This is an example and is for the purpose of the Proposal only.

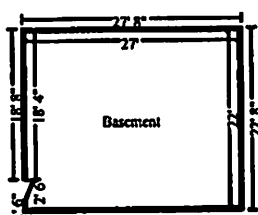
Scenario is as follows, Our customers return home on saturday evening from a 14 day vacation to find that the supply line for the dishwasher had failed. Water had run freely for an unknown amount of time. water had affected 30 to 40 percent of the kitchen floor, wood, before making its way through the floor and into the partially finished basement where it accumulated from that point on.

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

JMU_EXAMPLE_2**JMU_EXAMPLE_2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - after business hours	1.00 EA	0.00	234.20	0.00	234.20
2. Equipment setup, take down, and monitoring (hourly charge) 2 techs @ 2 hours each per day @ 2 days after initial call. Monitor and take down equipment.	8.00 HR	0.00	52.22	0.00	417.76
3. Haul debris - per pickup truck load - including dump fees removed all debris from site	1.00 EA	148.25	0.00	0.00	148.25
Total: JMU_EXAMPLE_2				0.00	800.21

Basement**Basement****Height: 8'**

767.33 SF Walls	594.00 SF Ceiling
1,361.33 SF Walls & Ceiling	594.00 SF Floor
66.00 SY Flooring	95.50 LF Floor Perimeter
98.00 LF Ceil. Perimeter	

Door**2' 6" X 6' 8"****Opens into Exterior**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Pumping of standing water - truck mounted (per hour) truck mount at 1.5 hours to pump out the 6 inches of standing water	1.50 HR	0.00	207.22	0.00	310.83
5. Tear out and bag wet insulation - after hours Tore out an area 15'x15' of wet insulation out of the ceiling in the basement	225.00 SF	1.13	0.00	0.83	255.08
6. Tear out wet non-salvage carpet, no bag - after hours removed unsalvageable carpet throughout the entire basement	594.00 SF	0.48	0.00	0.00	285.12
7. Tear out wet carpet pad, no bagging - after hours removed non-salvageable pad throughout the entire basement	594.00 SF	0.23	0.00	0.00	136.62
8. Content Manipulation charge - per hour - after hours 2 techs @ 1 hour each of content manipulation	2.00 HR	0.00	63.88	0.00	127.76
9. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor. 1 dehu @ 3 days	3.00 EA	0.00	74.68	0.00	224.04

JMU_EXAMPLE_2

1/26/2023

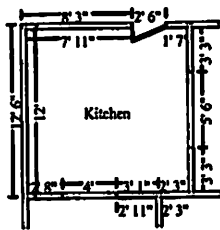
Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

CONTINUED - Basement

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Air mover axial fan (per 24 hour period) - No monitoring 4 axial air movers @ 3 days each	12.00 EA	0.00	28.75	0.00	345.00
11. Air mover (per 24 hour period) - No monitoring 3 centrifugal air movers @ 3 days each	3.00 EA	0.00	25.75	0.00	77.25
Totals: Basement				0.83	1,761.70
Total: Basement				0.83	1,761.70

Main Level



Kitchen

Height: 8'

304.00 SF Walls	144.00 SF Ceiling
448.00 SF Walls & Ceiling	144.00 SF Floor
16.00 SY Flooring	36.00 LF Floor Perimeter
48.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
Missing Wall - Goes to Floor
Door

4' X 6' 8"

5' 6" X 6' 8"

2' 6" X 6' 8"

Opens into FOYER_ENTRY

Opens into DINING_ROOM

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Dishwasher - Detach - after hours detached the dishwasher to access the origin of loss	1.00 EA	0.00	78.32	0.00	78.32
13. Countertop - flat laid plastic lam. - Detach - after hours removed counter tops at 8 ft to pull cabinets	8.00 LF	0.00	9.23	0.00	73.84
14. Tear out cabinetry - lower (base) units - after hours removed 8 foot of cabinets to access the flooring underneath. Cabinets were placed on top of the wood flooring.	8.00 LF	12.97	0.00	0.00	103.76
15. Tear out non-salv. wood flooring, no bagging - after hours	50.00 SF	4.19	0.00	0.00	209.50
16. Dehumidifier (per 24 hr period)- up to 69 ppd- No monitor. 1 dehu @ 3 days	3.00 EA	0.00	52.00	0.00	156.00
17. Air mover axial fan (per 24 hour period) - No monitoring 3 air movers @ 3 days each	9.00 EA	0.00	28.75	0.00	258.75

JMU_EXAMPLE_2

1/26/2023

Stanley Steemer

Billy Greene
434-806-1439
Bgrene@steemergroup.com

CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
18. Containment Barrier/Airlock/Decon. Chamber - after hours	92.00 SF	0.00	1.20	0.73	111.13
Containment set in both doorways for a total of 92 sf					
19. Containment Barrier - tension post (per day)	12.00 DA	0.00	3.30	0.00	39.60
4 post @ 3 days each for containment					
20. Peel & seal zipper	2.00 EA	0.00	12.73	0.98	26.44
Totals: Kitchen				1.71	1,057.34
Total: Main Level				1.71	1,057.34
Line Item Totals: JMU_EXAMPLE_2				2.54	3,619.25

Grand Total Areas:

2,007.33 SF Walls	1,171.78 SF Ceiling	3,179.11 SF Walls and Ceiling
1,171.78 SF Floor	130.20 SY Flooring	242.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	291.33 LF Ceil. Perimeter
1,171.78 Floor Area	1,254.22 Total Area	2,007.33 Interior Wall Area
1,762.00 Exterior Wall Area	201.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

JMU_EXAMPLE_2

1/26/2023

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

Summary

Line Item Total	3,616.71
Material Sales Tax	2.54
	<hr/>
Replacement Cost Value	\$3,619.25
Net Claim	<u>\$3,619.25</u>

Billy Greene
Project Manager

JMU_EXAMPLE_2

1/26/2023

Stanley Steemer

Billy Greene
434-806-1439
Bgreene@steemergroup.com

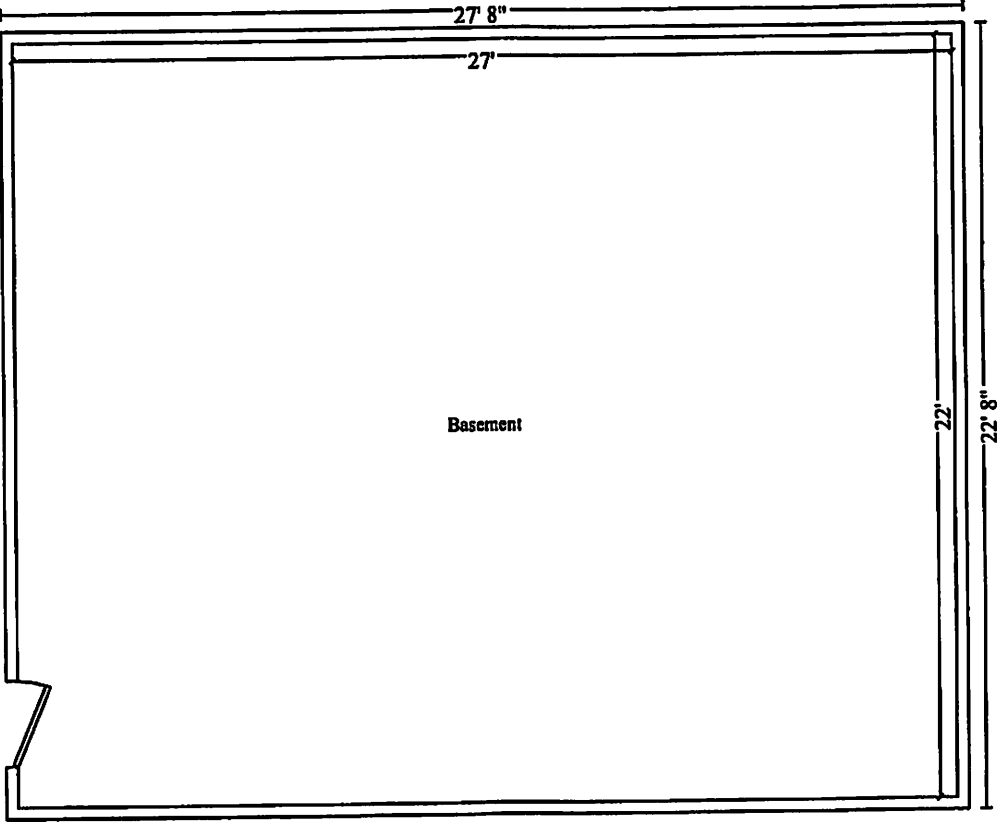
Recap by Room

Estimate: JMU_EXAMPLE_2	800.21	22.13%
Area: Basement		
Basement	1,760.87	48.69%
<hr/>		
Area Subtotal: Basement	1,760.87	48.69%
Area: Main Level		
Kitchen	1,055.63	29.19%
<hr/>		
Area Subtotal: Main Level	1,055.63	29.19%
<hr/>		
Subtotal of Areas	3,616.71	100.00%
<hr/>		
Total	3,616.71	100.00%

JMU_EXAMPLE_2

1/26/2023

Basement

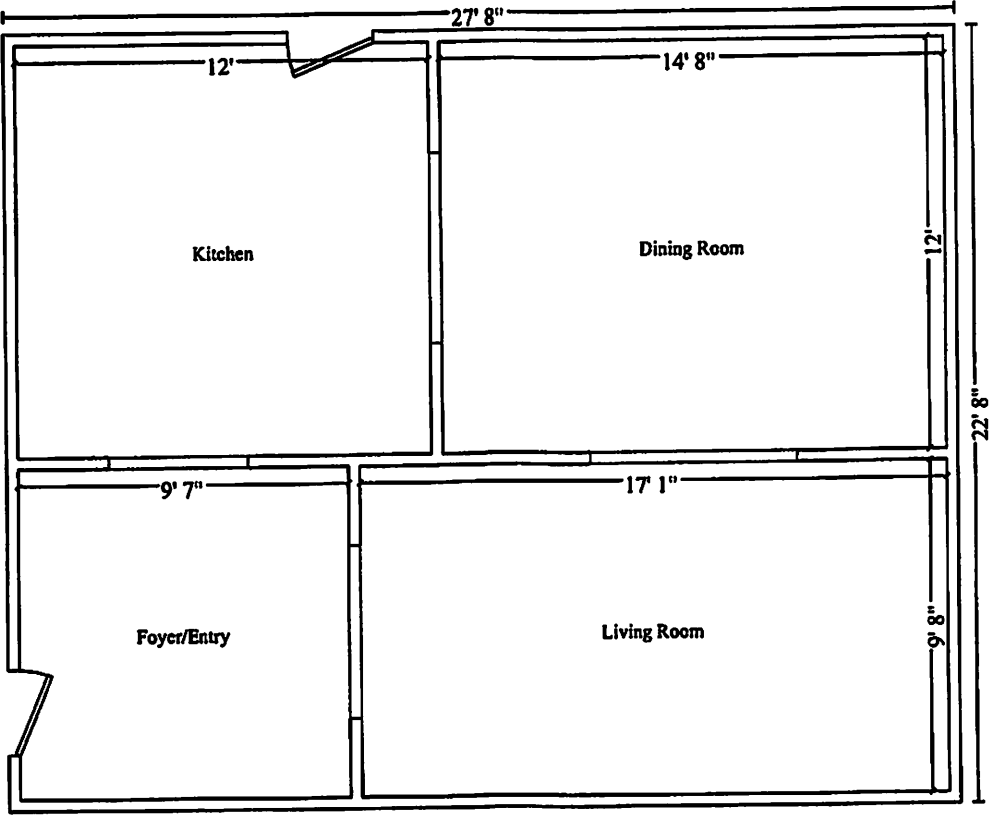


Basement

JMU_EXAMPLE_2

1/26/2023

Main Level



Main Level

Client#: 885313

32STANLSTE1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 10 Franklin Road SE Suite 100 Roanoke, VA 24011-2133 540 982-1600		CONTACT NAME: PHONE (A/C, No, Ext): 540 982-1600 FAX (A/C, No): 888-746-8791 E-MAIL ADDRESS:	
INSURED Partners Too Inc Partners Too of VA LTD dba Stanley Steamer PO Box 5436 Knoxville, TN 37928		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Insurance Company NAIC # 19488	
		INSURER B: Amerisure Mutual Insurance Co. 23396	
		INSURER C: Colony Specialty Insurance 36927	
		INSURER D:	
		INSURER E:	
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP20869161001	04/06/2022	04/06/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	CA20869171001	04/06/2022	04/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CU20869180903	04/06/2022	04/06/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC208691909	04/06/2022	04/06/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liability	Y	Y	CSP4267084	04/06/2022	04/06/2023	2,000,000 Ea Occurrence 2,000,000 Aggregate 10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **

Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

David Mount, President

Ryan Mount, Vice President

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Partners Too Inc. Partners Too of VA LTD dba Stanley Steamer PO Box 5436 Knoxville, TN 37928	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jamela H. Stinnett</i>
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ACORD 25 (2016/03) 1 of 2
 #S29728281/M29726367

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LBV

DESCRIPTIONS (Continued from Page 1)

Jason Fender, Vice President

RE: 872 Jerry West Hwy., Wilkinson, WV 25653

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D
Zone Map



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

List of member institutions by zones

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



Request for Proposal

RFP# DKM-1173

Fire and Water Damage Cleanup Services

January 19, 2023



REQUEST FOR PROPOSAL

RFP# DKM-1173

Issue Date: January 19, 2023

Title: Fire and Water Damage Cleanup Services

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

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

Sealed Proposals Will Be Received Until 2:00 PM on February 9, 2023 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-7003; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # DKM-1173

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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 Fire and Water Damage Cleanup 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 (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

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

This Request for Proposals is for proposals from vendors engaged in Fire and Water damage cleanup and restoration. The resulting contract/contracts will be awarded to vendors based on their qualifications, experience, pricing scenarios, equipment rental fees, and references.

The primary goal of this RFP is to contract with vendors who can respond rapidly to fire and water damage occurrences in order that the clean-up phase of the occurrence can commence. Awarded vendor must be on site within hours with water extraction completed and dehumidification well under way in the 24 to 36 hour range and dehumidification completed in 72 hours with moisture monitoring to follow as quickly as possible so that overall damage can be assessed and repairs can be procured.

EQUIPMENT AND CHEMICAL GUIDELINES (WATER DAMAGE)

Materials and Methods: The Fire and Water Damage Cleaning and Restoration professional is responsible for choosing materials and methods appropriate to the objectives of each specific occurrence and consistent with currently accepted practices.

Suitability: Equipment and chemicals used must be suitable for the task at hand. Such equipment may include, but not be limited to:

- Moisture detectors, hygrometers and other meters measure the extent of moisture saturation.
- Infrared cameras.
- Submersible and gas-powered pumps for continuous pumping of high-level water.
- Truck mounted and portable extraction units perform efficient water removal.
- Drying equipment

- Industrial-grade dehumidifiers
- High-speed air movers
- Deodorization products
- Disinfection products
- Moisture Monitoring Follow-up Equipment
- Microbial Remediation Equipment

GENERAL GUIDELINES (FIRE DAMAGE)

The vendor shall use all industry and professional standards in gathering and testing smoke, protein, and soot residues to determine the appropriate cleaning procedures.

DOCUMENTATION AND REPORT GUIDELINES

At a minimum, the vendor is to present a concise and to-the-point report to the affected client, summarizing the damage to the property and the steps taken to mitigate the damage. This report should be presented to the affected client 48 to 72 hours after the initial clean-up is concluded, and shall include photo documentation. A detailed, itemized invoice breaking down all costs, materials, and work shall be submitted before payment can be made.

In addition, contractor shall schedule site visit with a JMU representative within 48-72 hours after initial cleanup has been completed to insure that the area meets JMU standards/satisfaction.

GENERAL GUIDELINES

- Xactimate pricing is the preferred software for estimating.
- Companies shall be IICRC Certified. (Institute of Inspection Cleaning and Restoration Certification):
- Companies shall have a minimum of one WRT certified technician on every Water Damage Restoration job.
- Companies shall have a minimum of one AMRT certified technician on every Mold Remediation job.
- Companies shall do Background checks on their employees when hired, and yearly after hired.

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 two (2) copies** 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’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

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

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

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

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

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

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

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the

Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
 2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth,

if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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

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

- R. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

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 Contractor shall provide pricing for all products and services included in this proposal. A detailed, itemized break down of all costs, materials, and work shall be submitted. January 2023 pricing shall be used. Xactimate pricing is the preferred software for estimating.

TECHNICIAN	UNIT	COST
Straight Time	1 hour	\$
Overtime	1 hour	\$

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>.

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.

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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