



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6177

This contract entered into this 5th day of November 2021, by Whitley/Service Roofing & Sheet Metal Company 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 November 14, 2021 through November 13, 2022 with 4 one-year renewal options.

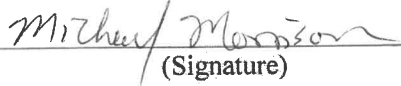
The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1132 dated September 17, 2021:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated October 19, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated November 4, 2021.

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

CONTRACTOR:
By: 
(Signature)
Brett Larson
(Printed Name)

Title: President

PURCHASING AGENCY:
By: 
(Signature)
Michael Morrison
(Printed Name)

Title: Buyer Senior

NEGOTIATION SUMMARY**WHITLEY/SERVICE**

RFP# MPM-1132 ROOFING INSPECTION, INSTALLATION, MAINTENANCE, & REPAIR

11/4/2021

The Primary Point of Contact for this Contract is:

Brett Larson

President

1-434-984-0550

blarson@serviceroofing.com

PRICING SCHEDULE:

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

LABOR & MISC.

PRICING SCHEDULE BY ZONE									
	<i>Zone 1</i>	<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>	<i>Zone 6</i>	<i>Zone 7</i>	<i>Zone 8</i>	<i>Zone 9</i>
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*									
Supervisor Labor Rate \$/hour		\$70.00							
Laborer Labor Rate \$/hour		\$55.00							
Inspector Labor Rate \$/hour		\$70.00							
Project Estimator Labor Rate \$/hour		\$40.00							
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
Supervisor Labor Rate \$/hour		\$105.00							
Laborer Labor Rate \$/hour		\$83.00							
Inspector Labor Rate \$/hour		\$105.00							
Project Estimator Labor Rate \$/hour		\$60.00							
Equipment									
Crane (\$/hour)		\$200.00							
Crane (Daily Mobilization)		\$700.00							
Skylift (\$/hour)		\$75.00							
Skylift (Daily Mobilization)		\$500.00							
Pressure Wash Fee (\$/hour)		\$70.00							

Other Fees/Charges
Charge Card Processing Fee: 0.00%

Whitley/Service

Roofing & Sheet Metal Company of Charlottesville

P. O. Box 525
Charlottesville, Virginia 22902
(434) 984-0550
Fax (434) 984-0549

Contractors For:

Roofing
Industrial Sheet Metal
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

JAMES MADISON UNIVERSITY

Roofing Inspection, Installation, Maintenance, & Replacement

RFP # MPM-1132

October 19, 2021

This document serves as Whitley/Service Roofing and Sheet Metal Company's interest in the above RFP #MPM-1132 issued by James Madison University

Whitley/ Service Roofing and Sheet Metal Company claims all information contained herein (and related attachments) as proprietary and confidential as it contains private information of private sector business partners, private information of employees and proprietary company management strategies and is intended only for the informational purposes required by the selection committee regarding this RFP and is not intended for public disclosure. This specifically pertains to all financial information and documentation, job specific descriptions and resumes.

All agreements are contingent upon government requirements, strikes, acts of God, or other causes beyond our control. Offers to subcontract are based upon execution of the AGC/ASA/ASC Standard Form Construction Subcontract – 1994 Edition. Insurance certificates will be furnished in accordance with the standard form issued by our insurance company. Stenographic errors are subject to correction.

REQUEST FOR PROPOSAL

RFP# MPM-1132

Issue Date: September 17, 2021
Title: Roofing Inspection, Installation, Maintenance, & Replacement
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 Tuesday October 19, 2021 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No pre-proposal meeting is required.

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

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

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

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

Name and Address of Firm:

Whitley/Service Roofing & Sheet Metal Company
PO Box 525
Charlottesville, VA 22902

By:


(Signature in Ink)

Name: Brett Larson
(Please Print)

Date: October 19, 2021

Title: President

Web Address: _____

Phone: 434-984-0550

Email: blarson@serviceroofing.com

Fax #: 434-984-0549

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.

Whitley/Service

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Fax (434) 984-0549

Contractors For:

Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

JAMES MADISON UNIVERSITY
Roofing Inspection, Installation, Maintenance, & Replacement
RFP # MPM-1132

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VA Contractor Registration #2705157565

SECTION IV – STATEMENT OF NEEDS

I. Class A Contractor's License is required. Include a copy of license with proposal.

Virginia Class A Contractor: 27005157565

Expires on: 09/30/2023

See attachment – Class A License

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

09-30-2023

NUMBER

2705157565

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ROC



WHITLEY/SERVICE ROOFING & SHEET METAL
COMPANY OF CHARLOTTESVILLE
PO BOX 525
CHARLOTTESVILLE, VA 22902



Mary Broz-Vaughan
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ROC

NUMBER: 2705157565 EXPIRES: 09-30-2023

WHITLEY/SERVICE ROOFING & SHEET METAL COMPANY OF
CHARLOTTESVILLE
PO BOX 525
CHARLOTTESVILLE, VA 22902



(FOLD)

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

DPOR-PC (02/2017)

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SECTION IV – STATEMENT OF NEEDS

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

1. General

- a. Describe approach to providing roofing inspection, installation, maintenance, and replacement services to JMU for both large and small scale projects. Include your process, methodology, and work plans.

Our approach to providing roofing inspections, installation, maintenance and replacement services to JMU for both large and small projects is outlined below:

For all services we only employ our own workforce. By doing this we feel that we can better service JMU and other clients. Our own people are trained inhouse so that we can provide top end communication, safety and service the entities that we work for.

Honesty: Whether it is a large roof replacement project or a roof inspection, our goal is to communicate clearly and honestly with our clients. We will only recommend the services and products that are needed for our clients. Our roof assessments include a list of deficiencies with photos, length of remaining useful life and estimated cost of repairs. We will not ever recommend a service that is not needed. See following pages for example of one of our roof assessments. Our service crews are honest and will list all time and materials used during a repair and nothing more. We take photos before and after each repair so that our clients can visually recognize the services that we have provided. Whether it is a large or small roof replacement project, we will only use the products and details that are specified by the owner or architect. We do not cross manufacturers, install incorrect details or vary from the contract documents.

Safety: Safety is our number one priority. Because we do not subcontract our labor force, we are confident that each person who steps on our client's roof are trained properly in all aspects of safety. As a company we hold an annual safety meeting that addresses our safety program, near misses during the year and new safety standards and equipment that we intend to adopt during the upcoming year. Our safety team meets once a month and discusses safety topics and reviews the prior month's jobs for any safety related concerns or issues. Weekly, our superintendents conduct tool box talks with all of our people to highlight certain topics such as heat stress, proper ladder setup, etc. Daily, our foremen and superintendents fill out job safety audits for all projects and service work order jobs. We invest heavily in the latest safety equipment such as, harnesses, fall protection carts, hard perimeter rails, PPE, etc.

Each of our jobs are set using a Job Safety Analysis. The project manager and superintendent review this document with our foremen and field crew to ensure that they are aware of all of the safety concerns for each unique project. By focusing and investing in our safety program, we feel that we are protecting our people and the clients that we serve from the risks associated with our trade.

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Projects: (Large and Small): When setting up a new project, we first meet at a group to discuss the job (Project Manager, Superintendent and Foreman). During this meeting we go over the jobsite setup, laydown areas, safety loading procedures, goals, existing roofing conditions and new roofing components. Our first day on the job is typically a safety set up and materials loading day. Our superintendent reviews this set up and ensure that the job is ready to begin. Our daily production goals are communicated with our clients so that we are clean on expected hours of work, noise and odor restrictions, and other items that may concern the client as we tear off the old roof and install the new roof. We will watch the weather hourly and will only tear off a section of roof when the forecasts shows less than a 30% chance of rain for the day. We will also not tear off more roof than we can safely put back in a day. Each evening our new roof is tied in and waterproof so that we do not risk water entry for our clients. Our superintendents make site visits to our projects daily to ensure that safety, daily production, material needs and goals are all being satisfied without issue. At least weekly our project managers will meet with our clients to further communicate progress, upcoming sections to be re-roofed, review any issues that may have occurred. At the conclusion of the project, we will walk the completed job to ensure that all parties (owner, architect, etc.) are pleased with the work. We will leave the site clean and rid of all debris, extra materials, etc.

Repairs: We believe that it takes an extremely high level of communication to ensure that all repairs and service tickets completed effectively efficiently. When a client calls into our office for a service repair, we ask if this is an emergency. If it is, we will dispatch a crew immediately. If it is not, then we will set a clear response time, typically 1 or 2 days from the date of the call. Our current clients appreciate this level of communication so that they can communicate internally and trust that the request will be serviced by a specific date. When our service crews arrive, they are appropriately dressed in company uniform and represent our company and the clients that we are servicing. Our techs are trained to locate and fix leaks for all major roofing manufacturers. We are well versed in EPDM, TPO, PVC, BUR, Metal, slate, and shingles. Once the owner's rep has shown our techs the issue, our crew will go to work on completing the repair efficiently, neatly and in compliance with appropriate materials. Because we are certified installers for all major manufacturers, our repairs will allow your roofs to stay within warranty without issue. At the conclusion of the repair our techs will call your representative and communicate with them what they found and how it was resolved. If further work needs to be done, then the tech will communicate this as well. Our service tickets are quickly processed and then returned to the customer with photos, materials used, and description of the work performed. If additional work is to take place, then this is communicated with the expected cost of the work to be performed.

Roof Inspection: We offer our roof inspection services to our clients. In these reports gather information by walking the roof with the client, taking photos, noting deficiencies, and taking core cuts. From this information, we will put together a detailed report that includes the remaining useful life of the roof, existing roof components, photos of deficiencies and cost to repair deficiencies. If a replacement budget price is requested, we can provide that as well. See following pages for sample of one of our roof inspection reports.

Date: _____

Job Name: _____

Address: _____

City/State: _____

Job No.: _____

Project Mgr: _____

Call with any questions:

800-926-3264

Site Safety Contacts

Primary:	_____	Cell:	_____	Office:	_____
Secondary:	_____	Cell:	_____	Office:	_____
Other:	_____				

JOB SITE SAFETY ANALYSIS

Roof Type: ☐ Low Slope ☐ Steep Slope

Deck Type: ☐ Metal ☐ Concrete ☐ Wood ☐ Tectum ☐ Lt. Wt. Concrete ☐ Metal Roof

Roof Access: ☐ EXTERIOR ☐ Ladder Ht: _____ ☐ Stair Scaffold Ht: _____
☐ INTERIOR ☐ Hatch ☐ Door ☐ Ladder Ht: _____ ☐ Stair

Wall Condition: ☐ Metal Edge _____ LF ☐ Parapet < 42" _____ LF ☐ Parapet > 42" _____ LF

☐ Skylights # _____ Debris Removal ☐ Chute ☐ Truck ☐ Crane

☐ Holes cut in deck # _____

☐ If there are skylights or holes in deck, complete "Hole" - Skylight JSA Addendum form.

Hazards:

Counter Measures:

1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

(Big Four Construction Hazards: FALLS, ELECTROCUTION, CAUGHT IN & STRUCK BY)

Fall Protection:

☐ 100 % Tie Off ☐ Tie Off @ 6 Ft. ☐ Warning Lines w/Tie Off @ 6 Ft.

Fall Protection Plan: _____

PPE: (Site or Task specific) ☐ Hard Hat ☐ Gloves ☐ Safety Glasses ☐ Long Sleeve Shirt ☐ Other
☐ Steel Toe Boots ☐ Goggles ☐ Hearing Protection ☐ FR Clothing ☐ Hi-Viz (see below)

☐ Ladder Properly Secured with: _____ ☐ Fire Extinguisher within 50' of work area

☐ GFCI in place ☐ Hot Work Permits ☐ Fire Watch Cutting & Torch Cutting (SM only)

☐ Power Lines < 10 Ft. ☐ Work Permits ☐ Other _____

☐ HVAC/Other Equipment ☐ Energy Control: Lock out/Tag out

Driving Route: _____ ☐ Map Attached

Notes: _____

NAME: Foreman _____ FOL _____

SIGNATURE: _____

****Foreman and Crew to review JSA each morning prior to starting work. Rear side of JSA to be signed first day on site by Foreman and ALL crew members. Fill out RM&S form each day.

"Hole" - Skylight JSA Addendum

A hole is defined as any roof opening that is at least 2" wide. A skylight fixture may not qualify as a proper cover if it's not strong enough to support twice the weight of worker(s) and materials.

☐ Warning Lines will be used to cordon off areas where skylights are located.
_____ LF' required.

☐ Guardrails will be used to protect workers from skylights and/or holes.
_____ LF' required.

☐ Fall Arrest equipment will be used by workers when working around uncovered holes and/or skylights.

If Fall Arrest equipment is used, tie-off will be to:

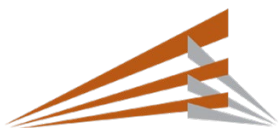
- ☐ Raptor or equivalent equipment
- ☐ Other anchorage device

☐ Skylight and/or "hole" covers will be installed by TSRSM/SRSM workers. Materials needed at the job site including plywood, screws, spray paint ("Hole") or other OSHA approved cover.

☐ Skylight and/or "holes" will be covered by others.

Who is responsible for "hole" covers? _____

If skylights and/or "holes" are covered by others, the Foreman will determine if the cover is OSHA compliant and if not, will stop work until Fall Arrest equipment is being used by workers exposed to a skylight or "Hole".



COMMONWEALTH
CONTRACTORS



SAFETY TOPIC OF THE MONTH

JUNE 2020

HEAT STRESS | *HOT TIPS FOR WORKING IN THE HEAT*

You're working hard and it's hot. Your clothes are soaked with sweat. You feel light-headed and you're very thirsty. What you may not know is that you could be suffering the first signs of heat stress. Working in hot conditions is not only uncomfortable – it can be deadly if you don't take the right precautions. Every year, dozens of workers die and thousands more become ill while working in extreme heat or humid conditions. When the human body is unable to cool and maintain a normal temperature, heat illnesses can occur.

FIRST WATCH:

HEAT STRESS – FACTS & PREVENTION

<https://safetysourceonline.com/video/heat-stress-facts-and-prevention/>

Username: Commonwealth, Password: CCGSIA

DISCUSS:

(check off each item as you discuss it)

- ☐ What does it mean when we say that heat stress is “cumulative”? What factors can increase your risk of heat stress?
- ☐ How do you plan for the day when working outside in the heat? What resources (shelter, water) are typically available at your jobsites, and what would you need to bring?
- ☐ What are some of the early signs you may notice if your body is getting too hot? What should you do if you notice these early signs in yourself or a coworker?
- ☐ Discuss an emergency plan for heat illness on the job. How would you cool someone who is experiencing heat stress?
- ☐ Consider the process of acclimatization (building up tolerance to heat over time). When a heat wave occurs, after vacations or on Mondays after a weekend spent in air conditioning, how should we modify our behavior or schedules to ensure we reacclimatize?

REMEMBER:

WATER. REST. SHADE.

Ensure that cool drinking water is available and easily accessible.*

Drink a liter of water over each hour working in hot conditions, which is about 1 cup every 15 minutes.

Take regularly scheduled breaks in fully shaded or air-conditioned areas.

**Due to COVID-19: Consider single use or personal water bottles to avoid sharing large water coolers.*

SIGN-IN SHEET

Today's Date: _____

Safety Meeting Leader: _____

*While social distancing measures are in effect to combat the spread of COVID-19, please do not gather employees together in a way that violates CDC guidelines or applicable state orders! Rather than collecting signatures, consider having employees text or email the Safety Meeting Leader to confirm they are in attendance, and save those messages in your files.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

CONDUCTING A SAFETY MEETING

1. Gather employees together*
2. Have all employees sign-in!
3. Review the material
4. Have an employee sum up the lesson
5. Lead by example!

Be sure to keep the instruction sheet and the sign-in sheet in your permanent files!

It may be used as evidence of training in a future workers' compensation case or at an OSHA inspection.

Daily Safety Audit Form

Project _____

City and State _____

Customer _____

	YES	NO
Dr., hospital, or ambulance phone # posted		
First aid kit available		
Someone trained in first aid		
Clean job site		
Ladder in good condition, extended & tied off		
Materials stored safely		
Fall protection/Perimeter protection provided		
Holes barricaded		
GFCI/Tools properly grounded		
Cords, plugs & receptacles in good condition		
Fire extinguishers readily available		
Evacuation/Fire procedures in place		
Personnel protective equipment in use		
Equipment in good repair & properly guarded		
Proper clothing being worn		
Kettle and hoist safety measures in place		
Trash chute guardrail in place		
Heat stress: Water, Shade, Rest		

Comments _____

Report filed by _____

of _____

Date _____ Time _____

**Redacted:
Pages 15-26,
Roof
Inspection
Report and
Survey**

**Redacted:
Pages 27-36,
List of
Clients and
Projects**

WARRANTY NO.:**BUILDING OWNER:****NAME OF BUILDING:****BUILDING ADDRESS:****DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:****DATE OF ISSUE:**

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing Applicator for a period of -- years, commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond -- years, subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following newly installed Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other newly installed Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak. Carlisle shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of -- mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Carlisle Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
 - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
 - (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or

- (g) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System; or
- (h) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Carlisle Authorized Applicator or any additional contractor or subcontractor failed to follow Carlisle's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Carlisle inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

- (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.

7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.

8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

12. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

13. Roof System Design Assembly: Carlisle, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The Carlisle Authorized Applicator or any additional contractor or subcontractor are not agents of Carlisle.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Mark J. Long
AUTHORIZED SIGNATURE
TITLE: Director, Technical and Warranty Services
This Warranty Expires: --

Carlisle Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Carlisle disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and rooftop units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Carlisle at 1-800-233-0551 or at www.carlisesyntec.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Carlisle's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Carlisle is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Carlisle Authorized Applicator. The Carlisle Authorized Applicator must notify Carlisle when the revision work is complete. The necessary form can be found on the Carlisle website via the Authorized Applicators login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Carlisle website for additional guidelines.

**WHITLEY SERVICE ROOFING & SHEET METAL COMPANY
P. O. BOX 525, 1975 SNOW POINT LANE
CHARLOTTESVILLE, VIRGINIA 22902**

Owner:

TERM: 2 year

Building:

Roofing Specification:

Address:

Number of Squares:

Date of Completion:

Date of Expiration:

Whitley/Service Roofing & Sheet Metal Company (hereinafter "Contractor") hereby warrants, subject to the terms and conditions set forth herein, that for a period of 2 (two) years from the date of completion, Contractor will, free of charge to the Owner, make repairs to leaks in the roofing and flashing installed by Contractor resulting from defects in workmanship applied by or through Contractor. Contractor shall, within the warranty period and during normal working hours, inspect and furnish the labor and materials to repair leaks covered under this Warranty at no cost to Owner.

This Warranty is made under and subject to the following terms and conditions:

1. In order for this Warranty to be effective, the Owner must first notify Contractor of any repairs required under this Warranty. Notice may be given orally, but in order to pursue any claim that Contractor has not honored this Warranty, notification of a leak must be given to Contractor in writing at the address shown above within five (5) days after a leak is experienced. Contractor shall make repairs as soon as practicable after notification.

2. This Warranty does not extend to conditions caused by, and Contractor shall not be responsible for leaks or damage to the roof caused by (1) abuse, misuse, vandalism, lack of maintenance, accident or negligence in maintaining the roof; (2) lightning, hail, windstorm, hurricane, earthquake, thermal shock or other acts of God; (3) other building components, including solar equipment, building movement, settlement, deflection of roof deck, dry rot, deterioration of walls, water entry through masonry or other building components, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such work was performed by Contractor; (5) installation service or maintenance of roof top equipment, solar equipment, plant media, overburden or traffic of any nature on the roof; (6) acts or omissions of other trades or contractors; (7) movement of metal work; (8) ponding of water; (9) discharge of oils, greases, solvents or chemicals; (10) damage caused by termites, insects, birds or animals; (11) penetration of the roofing from beneath by nails or other fasteners; or (12) blockage of roof drains or gutters. If, during the term of this warranty, the subject property is exposed to tornadoes, hurricanes, or earthquakes, the warranty will be void and cancelled.

3. No work shall be done on said roof, including, but without limitation, openings made for flues, vents, drains, sign braces, railings, or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to the roof or flashings, unless Contractor shall first be notified and be given the opportunity, at the expense of the Owner, to make the necessary roofing application thereto. Failure to observe this condition shall render this Warranty null and void with respect to any area of the roof affected thereby.

4. Nothing in this Warranty shall render Contractor liable in any respect for any damage to the Owner's building, or any components or contents thereof, mold, mildew or interruption of any business conducted in the building. Owner should inspect ceilings and overhangs periodically for signs of leakage.

WHITLEY/SERVICE ROOFING & SHEET METAL COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. This Warranty is intended solely for the benefit of the Owner named above and is not transferable or assignable by the Owner without the express written consent of Contractor.

6. This Warranty shall not be effective unless Contractor receives full payment for installation, repairs, or service in connection with the roofing system covered by this Warranty.

7. Contractor's obligation to make repairs to leaks resulting from a deficiency in workmanship during the term of this Warranty is its sole and exclusive obligation to Owner and Owner's exclusive remedy against Contractor. This warranty is not a maintenance contract. Upon expiration of the warranty, Contractor shall have no further obligation.

THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF WHITLEY/SERVICE ROOFING & SHEET METAL COMPANY, EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

8. If Contractor is called upon to investigate a reported leak and the condition is determined not to be covered under this warranty, Owner will compensate Contractor for repairs, if any, and time expended by Contractor. Contractor will not be responsible for leaks, or damage to the roof caused by service to or maintenance of heating, air conditioning and ventilating equipment mounted on or above the roofing and specifically excludes from this Warranty all areas of roofing lying under or within five (5) feet of the perimeter of this equipment and/or its supports.

9. Any claim alleging a breach of this Warranty against Contractor shall be resolved through arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or through such other neutral organization as the parties may agree and must be initiated no later than one year after the claim arose and in no event later than one year after expiration of this warranty.

Whitley/Service Roofing & Sheet Metal Company

By: _____

Whitley/Service

Roofing & Sheet Metal Company of Charlottesville

P. O. Box 525
Charlottesville, Virginia 22902
(434) 984-0550
Fax (434) 984-0549

Contractors For:

Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

SECTION IV – STATEMENT OF NEEDS

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

1. General

- e. Identify and provide copies of all relevant certification and licenses that the contractor and/or employees currently hold.

OSHA 30-hour Construction Safety and Health – Jason Forthman, Tony Whaley

OSHA 10- hour Construction Safety and Health – Chris Curry

12-Hour Asbestos Roofing Competent Person – Michael Johnson, Brandon Fitzgerald, Stephen Smith

8-Hour Asbestos Roofing Worker – Sergio Hernandez

GAF Master Select Commercial Roofing Contractor

Carlisle Authorized Applicator

Member of NRCA, ABC, and AGC

VA Class A Contractor

OSHA Occupational
Safety and Health
Administration

15-6009936 10

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Tony Whaley

C. Anthony Bowers

6/13/2014

(Trainer name - print or type)

(Course end date)



12-600811518

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Jason Forthman

Jon Link

01/27/2012

(Trainer name — print or type)

(Course end date)

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Southern Tier Builders Association
65 E. Main Street
Falconer, NY 14733

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to five years, or both.

For OSHA Outreach Training Programs go to "Training" at www.osha.gov

Rev. 12/2009



26-00725469

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

CHRISTOPHER CURRYCurtis Chambers
Trainer Name05/05/2011
Date of Issue866-906-9190
www.uta.edu/eda/osh

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive instruction training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.



Rev. 1/2016

Certificate of Completion

This is to certify

Michael Johnson

has attended and satisfactorily completed the course entitled

12-Hour Asbestos Roofing Competent Person

in accordance to OSHA 29 CFR 1926.1101

July 22/27, 2020

Course Date

1985 Snow Point Lane

Charlottesville, Virginia 22902

Course Location



Christopher J. Chapman
Training Program Manager

ECS 20 1104

Certificate Number

July 27, 2021

Expiration Date



Israel Santana, III
Instructor



ECS MID-ATLANTIC, LLC
14026 Thunderbolt Place, Suite 100, Chantilly, Virginia 20151
T: 703-471-8400



Certificate of Completion

This is to certify

Brandon Fitzgerald

has attended and satisfactorily completed the course entitled

12-Hour Asbestos Roofing Competent Person

in accordance to OSHA 29 CFR 1926.1101

July 22/27, 2020

ECS 20 1103

Course Date

1985 Snow Point Lane

Charlottesville, Virginia 22902

Course Location



Christopher J. Chapman
Training Program Manager



ECS MID-ATLANTIC, LLC
14026 Thunderbolt Place, Suite 100, Chantilly, Virginia 20151
T: 703-471-8400

Certificate Number

July 27, 2021

Expiration Date



Israel Santana, III
Instructor



Certificate of Completion

This is to certify

Stephen Smith

has attended and satisfactorily completed the course entitled

12-Hour Asbestos Roofing Competent Person

in accordance to OSHA 29 CFR 1926.1101

July 22/27, 2020

Course Date

1985 Snow Point Lane

Charlottesville, Virginia 22902

Course Location



Christopher J. Chapman
Training Program Manager

ECS 20 1105

Certificate Number

July 27, 2021

Expiration Date



Israel Santana, III
Instructor



ECS MID-ATLANTIC, LLC
14026 Thunderbolt Place, Suite 100, Chantilly, Virginia 20151
T: 703-471-8400



Certificate of Completion

This is to certify

Sergio Hernandez

has attended and satisfactorily completed the course entitled

8-Hour Asbestos Roofing Worker

in accordance to OSHA 29 CFR 1926.1101

July 22, 2020

ECS 20 1106

Course Date

1985 Snow Point Lane

Charlottesville, Virginia 22902

Certificate Number

July 22, 2021

Course Location

Expiration Date



Christopher J. Chapman
Training Program Manager

Israel Santana, III
Instructor



ECS MID-ATLANTIC, LLC
14026 Thunderbolt Place, Suite 100, Chantilly, Virginia 20151
T: 703-471-8400





October 18, 2021

WHITLEY/SERVICE ROOFING & SHEET METAL COMPANY

2700 GOODS BRIDGE ROAD (27224)

RICHMOND, VA 23224

US

Project:

To Whom It May Concern:

This letter is to confirm that WHITLEY/SERVICE ROOFING & SHEET METAL COMPANY in RICHMOND, VA is a Carlisle Authorized Applicator.

This Applicator has been awarded with the following awards:

ESP 2008, HOF 250, Centurion

If you should have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Ryan Reep". The signature is written in a cursive, flowing style.

Ryan Reep

Regional Manager

/ems



08/06/2021

GAF ID: 1133738

Whitley/Service Roofing & Sheet Metal Co
1985 Snow Point Ln
Charlottesville, VA 22902

RE: CCP Commercial Certification - Master Select – Whitley/Service Roofing & Sheet Metal Co -
Charlottesville, VA

To whom it may concern:

This is to confirm that Whitley/Service Roofing & Sheet Metal Co is approved as a Master Select Contractor through August 2022 to install the following:

- Asphaltic
- Restoration
- Single-ply

Whitley/Service Roofing & Sheet Metal Co is certified in the following States:

- VA

As a Master Select, Whitley/Service Roofing & Sheet Metal Co is able to offer the following GAF Warranties and Guarantees through August 2022:

- Diamond Pledge® NDL Roof Guarantee
- Emerald Pledge® NDL Restoration Guarantee
- System Pledge Roof Guarantee
- Weather Stopper® Integrated Roofing System Guarantee

Sincerely

A handwritten signature in black ink that reads "Bobby Fischer". The signature is stylized with a large, sweeping "B" and a long, horizontal stroke at the end.

Bobby Fischer
VP, Contractor Programs, GAF



Whitley/Service Roofing & Sheet Metal Co

is a Master Select Commercial Roofing Contractor for GAF

As one of the 1% of roofing contractors in the U.S. who have achieved GAF Master Select™ status, this contractor has exhibited an uncompromising commitment to installation excellence and continuous education, and has pledged to ensure that each customer receives their best choice in roofing and are authorized to offer the GAF Enhanced Guarantees listed below.

GAF ID: 1133738

Valid Through: 08/2022

Member Since: 08/2021

A handwritten signature in black ink, appearing to be "jsm".

Jim Schnepfer
President and CEO, GAF

A handwritten signature in black ink, appearing to be "Bobby Fischer".

Bobby Fischer
VP, Contractor Programs, GAF

Guarantees offered



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

09-30-2023

NUMBER

2705157565

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ROC



WHITLEY/SERVICE ROOFING & SHEET METAL
COMPANY OF CHARLOTTESVILLE
PO BOX 525
CHARLOTTESVILLE, VA 22902



Mary Broz-Vaughan
Mary Broz-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ROC

NUMBER: 2705157565 EXPIRES: 09-30-2023

WHITLEY/SERVICE ROOFING & SHEET METAL COMPANY OF
CHARLOTTESVILLE
PO BOX 525
CHARLOTTESVILLE, VA 22902



(FOLD)

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

DPOR-PC (02/2017)

Whitley/Service

Roofing & Sheet Metal Company of Charlottesville

P. O. Box 525
Charlottesville, Virginia 22902
(434) 984-0550
Fax (434) 984-0549

Contractors For:

Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

SECTION IV – STATEMENT OF NEEDS

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

1. General

- f. Provide the names, qualifications, and experience of personnel expected to be assigned to JMU for roofing services. Designate the primary point of contact for this account.

Primary contact for this account will be Brett Larson. Please see attached resumes for Brett Larson, Andy Percy, and Jason Forthman.

**Redacted:
Pages 55-59,
Resumes**

Whitley/Service

Roofing & Sheet Metal Company of Charlottesville

P. O. Box 525
Charlottesville, Virginia 22902
(434) 984-0550
Fax (434) 984-0549

Contractors For:

Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

SECTION IV – STATEMENT OF NEEDS

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

1. General

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

Our shop in Charlottesville is less than an hour away from the campus of JMU. It will be no issue for our crews or supervisors to mobilize to Harrisonburg for repairs or roof replacement projects. Some of our employees live in Harrisonburg and will be utilized for JMU projects. On larger projects, we may keep our workforce close to campus by having them stay overnight at a local hotel or Air BNB.

Whitley/Service

Roofing & Sheet Metal Company of Charlottesville

P. O. Box 525
Charlottesville, Virginia 22902
(434) 984-0550
Fax (434) 984-0549

Contractors For:

Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

SECTION IV – STATEMENT OF NEEDS

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

1. General

h. Describe invoicing procedure. Provide a sample invoice and proposal.

Invoices are submitted upon completion of project. Any relevant purchase orders will be referenced. Should the project require a more extensive repair than anticipated, a proposal can be submitted before proceeding. A photo report with before and after pictures will be included.

Please see attached sample invoice and proposal.

INVOICE

INVOICE DATE	INVOICE NO.	PAGE

WHITLEY / SERVICE

ROOFING & SHEET METAL COMPANY of CHARLOTTESVILLE

P.O. Box 525
Charlottesville, VA 22902
(434) 984-0550

SOLD
TO

SHIP
TO

	PURCHASE ORDER NO.	SHIP VIA	SHIP DATE	TERMS

This billing includes all costs and markups to perform the work as described including labor, material, taxes, supervision, insurance, tools and equipment, shop and warehouse expenses, vehicular cost and record keeping, dump charges, and environmental compliance.

For localized leak repair, Whitley/Service Roofing & Sheet Metal Company will make a good faith effort to identify the source of the leaks and make the appropriate repairs. Whitley/Service Roofing does not warrant that future leaks will not occur. Depending upon the condition, age and type of roof, future leaks may well be expected. Whitley/Service Roofing is not responsible for indoor air quality, interior or consequential damages, including mold, mildew, loss of use, damage to personal property, personal injury or claims from building occupants.

SALE AMOUNT	
MISC. CHARGES SALES TAX FREIGHT	
TOTAL	

Brett Larson

[Whitley/Service Roofing](#)

10/15/2021 | 5 Photos

Whitley/Service

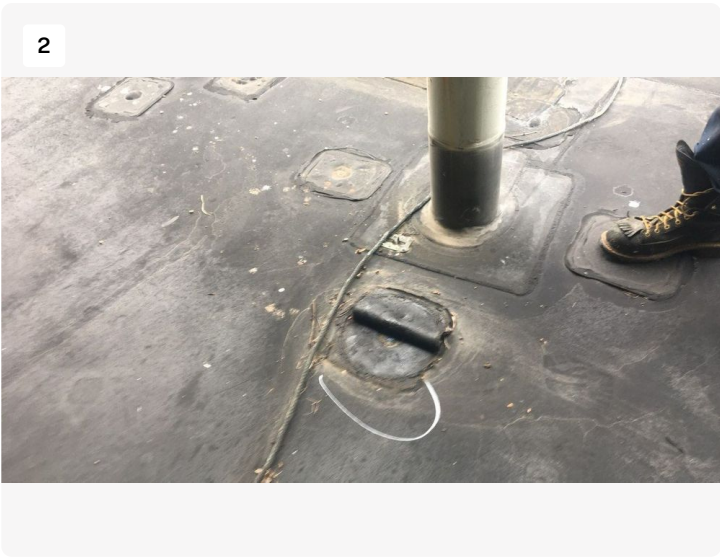
Roofing & Sheet Metal Company

MOB 2 - 545 Ray C. Hunt Dr.

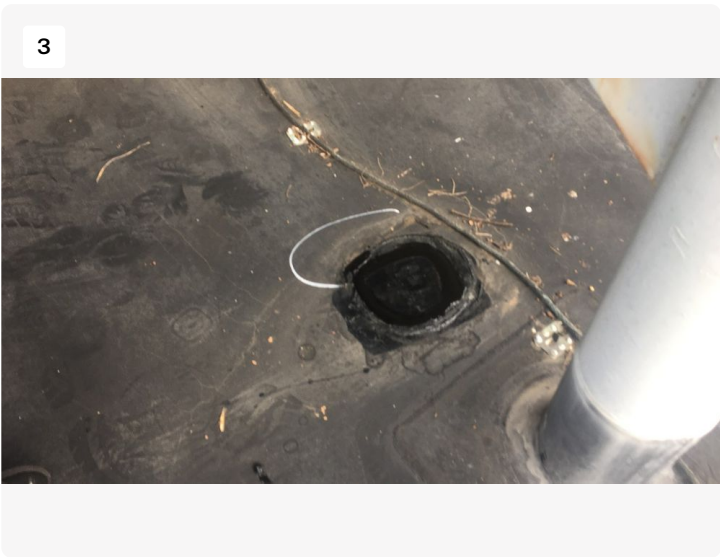
Section 1



Project: 545 Ray C Hunt Dr
Date: 10/15/2021, 1:40pm
Creator: Brett Larson



Project: 545 Ray C Hunt Dr
Date: 10/15/2021, 1:40pm
Creator: Brett Larson



Project: 545 Ray C Hunt Dr
Date: 10/15/2021, 1:56pm
Creator: Brett Larson



Project: 545 Ray C Hunt Dr
Date: 10/15/2021, 1:56pm
Creator: Brett Larson



Project: 545 Ray C Hunt Dr
Date: 10/15/2021, 1:56pm
Creator: Brett Larson

Whitley/Service

Roofing & Sheet Metal Company of Charlottesville

P.O. Box 525
Charlottesville, Virginia 22902
(434) 984-0550
Fax (434) 984-0549

Contractors For:
Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection

VA. Contractor's Registration #2705157565-A

October 18, 2021

Contact Name
Contact's Company

RE: Building/Project name

- Note:
- We do not relinquish lien rights
 - AIA contract
 - Standard Insurance Certificate only
 - Mutually agreed upon schedule
 - No broad or intermediate indemnification

Whitley Service Roofing & Sheet Metal Company shall perform the work described at the price quoted subject to the following adjustment: in the event the price of any materials, products, or labor to be used in this work should increase 5% or greater from the price at which the material, product, or labor was available to the contractor at the time of submission of this proposal, then the price quoted shall be increased to reflect the additional cost.

DESCRIPTION OF WORK TO BE PERFORMED:

- We will repair [roof defect #1].
- We will install [roofing materials].
- [Additional description of work.

TOTAL PRICE:

X Thousand X Hundred Dollars and zero\$XX00.00

*In the event the price of any materials, products or labor to be used in this work should increase 5% or greater from the price at which the material/product or labor was available to the contractor at the time of submission of this proposal, then the price quoted shall be increased to reflect the additional cost.

ACCEPTED:

Firm/Owner: _____	WHITLEY/SERVICE ROOFING & SHEET METAL COMPANY
By: _____	By: <u>Brett Larson</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: <u>October 18, 2021</u>

The terms and conditions set forth on the reverse side are a part of this proposal and contract. This Proposal is subject to revision or withdrawal by Whitley/Service until communication of acceptance and may be revised after communication of acceptance where an inadvertent error by Whitley/Service has occurred. This Proposal expires thirty (30) days after the date stated above, unless Whitley/Service Roofing & Sheet Metal Company expressly agrees to an extension in writing.

(See reverse side for terms and conditions)

TERMS & CONDITIONS

1. **Acceptance.** This Proposal and the plans, specifications and such other documents, if any, as are referenced on the face of this Proposal shall constitute the entire agreement between the parties. If acceptance of this Proposal is conditioned upon any additional or inconsistent terms and the parties cannot agree on mutually acceptable terms and conditions, then in such event AIA Standard Form of Agreement and AIA Document A201, General Conditions of the Contract for Construction 2007 edition, shall be used.

2. **Nature of Work.** Whitley/Service Roofing & Sheet Metal Company (“Whitley/Service”) shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Whitley/Service does not provide design, engineering, consulting or architectural services. It is the Owner’s responsibility to retain a licensed architect or engineer to provide a proper design, which complies with applicable building code requirements, is consistent with desired fire and wind uplift resistance ratings, and includes a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Whitley/Service, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Whitley/Service is not responsible for any loss, damage or expense due to defects or omissions in plans or specifications or building code violations unless such damage results from a deviation by Whitley/Service from what is specified. Whitley/Service is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, deck deflection or existing deck conditions.

3. **Drainage.** Whitley/Service does not evaluate adequacy of roof drainage. The owner should retain an architect, engineer or other design professional to evaluate and determine proper drainage design and compliance with applicable plumbing codes, including secondary drainage. Whitley/Service disclaims interior damage caused by water entry due to pre-existing conditions including, but not limited to structural deficiencies, clogged drains, scuppers or downspouts, ponding or standing water, leaking skylights, leaking penetrations, or leaking in the existing roof system and flashings. The owner should regularly inspect all roof drains and scuppers (both primary and secondary), and downspouts to determine that drainage is not impeded.

4. **Deck Conditions.** Customer warrants that structures on which Whitley/Service is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor or other Owner approved representative. Whitley/Service is not responsible for the effects on the roofing materials of residual moisture in concrete decks. Whitley/Service recommends that roofing not commence until probes in concrete decks show that moisture content is no greater than 75% RH. Whitley/Service is not responsible for adhesion to concrete decks. Whitley/Service is not responsible to evaluate the concrete mix, drying characteristics or effect of the substrate on the roofing and for water intrusion while the deck is drying. Whitley/Service's commencement of roof installation indicates only that Whitley/Service has visually inspected the surface of the deck for visible defects or deficiencies. Whitley/Service is not responsible for the quality of construction, structural sufficiency, undulations, durability, fastening, moisture content, suitability, or physical properties of the roof deck or other trades’ work or design. Whitley/Service is not responsible to test or assess moisture content of the deck or substrate.

5. **Asbestos and Toxic Materials.** This proposal is based on Whitley/Service’s not coming into contact with asbestos-containing or toxic materials. Whitley/Service is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Whitley/Service shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Whitley/Service from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

6. **Mold.** Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Whitley/Service if Owner believes there are roof leaks. Whitley/Service is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Whitley/Service from claims due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold or deterioration of Air Quality.

7. **Payment.** Payment by credit card is not permitted, unless agreed to by Whitley/Service. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Whitley/Service by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Whitley/Service shall be entitled to recover from Customer all costs of collection incurred by Whitley/Service, including attorney's fees, resulting from Customer's failure to make proper payment when due. Whitley/Service's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global (“FMG”), including wind uplift testing.

8. **Insurance.** Whitley/Service shall carry worker's compensation, automobile and commercial general liability and such other insurance as required by law. Whitley/Service will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, without a deductible, including the labor and materials furnished by Whitley/Service, covering fire, windstorm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Whitley/Service shall not be withheld by reason of any damage or claim against Whitley/Service covered by liability or property damage insurance maintained by Whitley/Service. If Customer requires and Whitley/Service agrees to name Customer or others as additional insureds on Whitley/Service’s liability insurance policy, Customer and Whitley/Service agree that the naming of Customer or other parties as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Whitley/Service and is not intended to make Whitley/Service’s insurer liable for claims that are due to the fault of the additional insured.

9. **Working Conditions.** Whitley/Service shall not be charged for reasonable use of job utilities and services, watchmen and security, sanitary facilities, temporary structures, or general office expense or other prorated expenses of any description.

10. **Interior Protection.** Whitley/Service is not responsible for damage caused by the elements during the course of the work, including leakage through the existing roof or other portions of the building that have not yet been re-roofed by Whitley/Service. Customer acknowledges that re-roofing of an existing building or substantial repairs may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Whitley/Service shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of roofing work and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Whitley/Service harmless from claims of tenants who were not so notified and did not provide protection.

11. **Roof Projections.** Whitley/Service will flash all projections through roofing that are shown on the architectural plans provided to Whitley/Service and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Whitley/Service not shown on the plans provided to Whitley/Service prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Whitley/Service shall be compensated at its customary time and material rates for performing such additional work.

12. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Whitley/Service shall be valid unless previously authorized in writing by Whitley/Service and unless written notice is given to Whitley/Service within ten (10) days of the event, act or omission which is the basis of the backcharge.

13. **Availability of Site.** Whitley/Service shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Whitley/Service shall not be required to begin work until underlying areas are ready and acceptable to receive Whitley/Service's work and sufficient areas of roof deck are clear and available for continuous full operation until job completion. The expense of any extra trips by Whitley/Service to and from the job as a result of the job not being ready for the Work after Whitley/Service has been notified to proceed will be charged as an extra.

14. **Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Whitley/Service will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Whitley/Service’s employees. Whitley/Service’s price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Whitley/Service will be installing the new roof. Owner will indemnify Whitley/Service from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Whitley/Service’s personnel or resulting from the presence of concealed electrical conduit and live electrical power. Whitley/Service is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Whitley/Service and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Whitley/Service is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Whitley/Service harmless, including attorney’s fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof. Whitley/Service is not responsible for and shall be compensated for additional costs incurred due to the existence of utilities, damaged or wet insulation, deteriorated deck or other subsurface or latent conditions not disclosed in writing to Whitley/Service and specifically referenced on the face of this proposal.

15. **Mechanic's Lien and Payment Bond.** Whitley/Service shall be entitled to file a lien if payment to Whitley/Service is not made. If a payment bond is issued, a copy of payment bond shall be furnished to Whitley/Service upon request.

16. **Warranty.** Whitley/Service's work will be warranted by Whitley/Service in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Whitley/Service's standard warranty is attached or, if not, will be furnished upon request. **WHITLEY/SERVICE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Whitley/Service. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. If solar panels or green roofing materials are installed on the roof, Customer will be responsible for deconstructing or removing such panels or materials at customer's expense to allow Whitley/Service to perform roofing work or respond to warranty requests.

17. **Wind Loads or Uplift Pressures.** To the extent specifications reference wind loads or uplift pressures, Whitley/Service relies upon the Design Professional to specify appropriate materials and components, including deck construction to obtain the desired wind uplift capacity. If wind load or uplift pressures are specified but Owner has not retained a Design Professional, Whitley/Service will install insulation and membrane materials that have been listed either by FMG, the membrane manufacturer or others as having been tested and found to meet the designated load or uplift pressure. Whitley/Service itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

18. **Right to Stop Work.** The failure of Customer to make proper payment to Whitley/Service when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Whitley/Service, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Whitley/Service shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Whitley/Service shall be increased by the amount of Whitley/Service's reasonable costs of shut-down, delay and start-up.

19. **Damages and Delays.** Whitley/Service is not responsible for damage done to Whitley/Service's work by others. Any repairing of the same by Whitley/Service will be charged as an extra. Whitley/Service will not be responsible for roof damage or impaired performance or diminished roof life expectancy due to installation of solar equipment or green roofing materials, whether such damage occurs during or after installation. Whitley/Service shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Whitley/Service. Whitley/Service shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Whitley/Service's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

20. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

21. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as “oil-canning.” The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Whitley/Service. Whitley/Service is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

22. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Whitley/Service. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Whitley/Service harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

23. **Dispute Resolution.** If a dispute shall arise between Whitley/Service and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Whitley/Service, including a claim alleging any breach of this contract or negligence by Whitley/Service must be initiated no later than two (2) years after Whitley/Service performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Whitley/Service.

24. **Material References.** Whitley/Service is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

25. Whitley/Service shall have the benefit of all rights, remedies and redress against the Contractor, which the Contractor has against the Owner, as provided in the Prime Contract. Acceptance of payment shall not constitute a waiver of Whitley/Service’s rights.

Whitley/Service

Roofing & Sheet Metal Company of Charlottesville

P. O. Box 525
Charlottesville, Virginia 22902
(434) 984-0550
Fax (434) 984-0549

Contractors For:

Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

SECTION IV – STATEMENT OF NEEDS

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

1. General

i. Describe change order procedure. Provide a sample change order.

Should a change order be required, a HECO GC-1 will be submitted. Please see attached sample.

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

HECO-GC-1
Revised: 10/03/2013

Project Code:
Agency:
Project:

General Contractor:
Change Description:

GENERAL CONTRACTOR DIRECT COSTS											
Scope Description				Direct Labor				Direct Material		Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Hours	Hourly Wage Rate (Fully Loaded)	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.01			E		0.00		\$0.00		\$0.00		\$0.00
1.02			E		0.00		\$0.00		\$0.00		\$0.00
1.03			E		0.00		\$0.00		\$0.00		\$0.00
1.04			E		0.00		\$0.00		\$0.00		\$0.00
1.05			E		0.00		\$0.00		\$0.00		\$0.00
1.06			E		0.00		\$0.00		\$0.00		\$0.00
1.07			E		0.00		\$0.00		\$0.00		\$0.00
1.08			E		0.00		\$0.00		\$0.00		\$0.00
1.09	Subtotal from Estimate Continuation Sheets						\$0.00		\$0.00		\$0.00
1.97	Subtotal (S/T) Direct Costs:						\$0.00	Subtotal Mat'l	\$0.00	Subtotal Equip.	\$0.00
1.98								Sales Tax	5.3% \$0.00	Sales Tax	5.3% \$0.00
1.99							Total Labor \$0.00	Total Mat'l	\$0.00	Total Equip.	\$0.00

SUBCONTRACT COSTS		
Item No.	Subcontractor Name (List totals from attached HECO-SC-1 forms)	Total Cost
A	B	C
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.99	Total Subcontract Costs	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$0.00
3.02	Total Direct Material Cost	Item 1.99J	\$0.00
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$0.00
3.05	Overhead and Profit* (%)	15.00%	\$0.00
3.06	Subtotal	3.04+3.05	\$0.00
3.07	Subcontractor Cost	Item 2.99	\$0.00
3.08	GC Markup on Subcontractors** (%)	10.00%	\$0.00
3.09	Subtotal	3.06+3.07+3.08	\$0.00
3.10	Additional Bond Cost		\$0.00
3.99	Total Change Order Cost	(3.09+3.10)	\$0.00

Submitted By

Name:
Signature:
Title:
Date:

Qty Units Table		
C	=	100
E	=	1
M	=	1,000

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).

*Limited to 15% on self-performed work.

**Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. See the tab "Mark-up limitations" for a more detailed description.

ESTIMATE CONTINUATION SHEET

(Attach to Form GC-1, SC-1, or SS-1 as necessary for continuation of the direct cost estimates.)

Project Code: 0

Performing Contractor: 0

Agency: 0

Project: 0

Change Description: 0

PERFORMING CONTRACTOR DIRECT COSTS												
Scope Description				Direct Labor				Direct Material		Direct Equipment		
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Labor Hours	Hourly Wage Rate (Fully Loaded)	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost	
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K	
			C		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
			E		0.00		\$0.00		\$0.00		\$0.00	
Page Subtotals (Carry Forward To Line 1.09)							Labor:	\$0.00	Material:	\$0.00	Equipment:	\$0.00

Whitley/Service

Roofing & Sheet Metal Company of Charlottesville

P. O. Box 525
Charlottesville, Virginia 22902
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Fax (434) 984-0549

Contractors For:

Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

SECTION IV – STATEMENT OF NEEDS

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

1. General

j. Identify other goods and/or services offered to JMU and any associated costs.

See below for a list of good and service that Whitley/Service Roofing offers:

- Roof Inspections
- Roof Repairs
- Roof Design
- Roof Replacement
 - EPDM
 - TPO
 - BUR
 - Metal
 - PVC
 - Copper
 - Slate
 - Shingle
- Sheet metal fabrications
 - Gutters
 - Downspouts
 - Copings
 - Gravel Stop
 - Flashings
 - More
- Skylight replacement
- Mechanical upfit flashing assistance
- Gutter Cleaning
- Rooftop Snow Removal
- Moisture testing
- Core cuts
- Drone roof inspection

Whitley/Service

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Contractors For:

Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

SECTION V – PROPOSAL PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

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.

Whitley/ Service Roofing and Sheet Metal Company has been providing commercial and industrial roofing and sheet metal services in central Virginia for forty plus years. These services focus primarily on projects involving low slope single ply and built up roofing, steep slope metal and tile roofing, and architectural and industrial sheet metal fabrication and installation. Work on these projects range from service (repair and upfit work), roof replacement and new construction. With each project, we emphasize safety, quality, logistical coordination with the customer, and value.

Whitley/ Service Roofing and Sheet Metal has a project management team that has a long history of working together to provide our business partners with superior quality, service and value in the most efficient and less disruptive manner possible. This management team works carefully to plan and organize details so that each project field team is in position to execute and complete a successful project. Each project is delegated a single project manager who oversees the project at pre-bid and ending at final inspection. We aim to employ people who have many years in the roofing industry and who represent our company and clients in a positive and professional manner. We own and utilize the proper equipment to allow these employees to successfully complete each project. We complete all roofing and sheet metal work with our own labor force in order to ensure the highest standards of safety and quality.

Whitley/ Service Roofing and Sheet Metal Company is committed to both the safety of its employees along with the patrons and employees of the facilities we do work.

Whitley/ Service Roofing and Sheet Metal Company is a debt free company with excellent relationships with all suppliers and manufacturers. We have the capacity to bond projects in excess of \$5 million. These financial factors enable our business partners to know we will have the ability to complete any project we commit to.

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 29 Months 2

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
UVA	12 years	Charlottesville, VA	Martin Best 434-243-3541
Colliers International	7 years	Charlottesville, VA	Robert Stockhausen 434-531-4004
Albemarle Co. Schools	15 years	Albemarle Co, VA	Jeff Rohm 434-531-6143
Dominion Energy	20 years	Richmond, VA	Daniel Cave 540-872-6601

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

Whitley/Service Roofing & Sheet Metal Company 1985 Snow Point Lane; Charlottesville, VA 22902

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: Whitley/Service Roofing & Sheet Metal Company **Preparer Name:** Brett Larson

Date: 10/19/2021

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: We are not SWAM

Date Form Completed: 10/19/21

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

Offeror / Proposer:

Whitley/Service Roofing & Sheet Metal Company Firm	PO Box 525; Charlottesville, VA 22902 Address
---	--

Brett Larson 434-984-0550

Contact Person/No.

[illegible]

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

RETURN OF THIS PAGE IS REQUIRED

Whitley/Service

Roofing & Sheet Metal Company of Charlottesville

P. O. Box 525
Charlottesville, Virginia 22902
(434) 984-0550
Fax (434) 984-0549

Contractors For:

Roofing
Industrial Sheeting
Sheet Metal Fabrication & Erection
VA Contractor Registration #2705157565

SECTION V – PROPOSAL PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

6. Sales in last 12 months with VASCUPP Members

University of Virginia – 1.5 to 3 million

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>.

The following template includes the most common expected labor roles and expenses that the University expects to be provided rates for. Specify all parts and materials discounts, shipping charges, and any other one-time or ongoing costs. Add additional lines, role designations, etc. as needed for your firm's offerings. Labor rates should be inclusive of all expected overhead and additional fees.

	PRICING SCHEDULE BY ZONE								
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*									
Supervisor Labor Rate \$/hour		70							
Laborer Labor Rate \$/hour		55							
Inspector Labor Rate \$/hour		70							
Project Estimator Labor Rate \$/hour		40							
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
Supervisor Labor Rate \$/hour		105							
Laborer Labor Rate \$/hour		83							
Inspector Labor Rate \$/hour		105							
Project Estimator Labor Rate \$/hour		60							
Equipment									
Crane \$/hour		200							
Crane (Daily Mobilization)		700							
Skylift \$/hour		75							
Skylift (Daily Mobilization)		500							
Pressure Wash Fee \$/hour		70							
Other fees/charges									
Charge Card Processing Fees: N/A					%				



Amanda Nelson

*Account Executive
Travelers Bond
Charleston, WV*

(304) 941-0701
(866) 275-0651 (fax)

119 Virginia Street West
Charleston, WV 25302

October 19, 2021

RE: Whitley / Service Roofing & Sheet Metal Company
PO Box 525
Charloettesville VA 22902

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")¹ to provide surety bonds for Whitley / Service Roofing and Sheet Metal Company for over 20 years. During that time they have built and we have bonded projects for a wide variety of owners in the \$500,000 range with an aggregate bond capacity of \$1MM.

Please note that if required the decision to issue performance and payment bonds is a matter between Whitley / Service Roofing and Sheet Metal Company and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. Travelers Casualty and Surety Company of America anticipates that bonding will be provided. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Travelers Casualty and Surety Company of America is rated A+ (Superior) by A.M. Best. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Amanda Nelson, Account Executive

¹ Travelers is an A+ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).

Low-slope Roofing

Whitley/Service
Roofing & Sheet Metal Company

Single-ply, Built-up (BUR), Modified, Structural Metal



**TIME-TESTED
LOW-SLOPE
ROOFING SYSTEMS
& SERVICES**



Left: National retailers choose Whitley/Service Roofing & Sheet Metal over competitors because we offer regional services and resources backed by a reputation for quality work.

Below: New construction ballasted single-ply roof and roof-top equipment installation, corporate office building

Right: New construction built-up roof (BUR) combined with structural metal roof, medical office building

LOW-SLOPE ROOFING SOLUTIONS SINCE 1923 From its start as a built-up roofing specialist in 1923, the Tri-State/Service Roofing & Sheet Metal Group has earned a reputation for quality work and outstanding customer service. Over the decades, our group's roofing services expanded to include all types of high-performance, time-tested low-slope systems. And today, as new materials enter the marketplace and techniques evolve, we guide customers to the best-suited products for their building's unique requirements, complemented by expert installation in the field.

As part of the Tri-State/Service Group, Whitley/Service Roofing & Sheet Metal Company is certified to install, repair, and maintain all types of low-slope roofing systems from all major manufacturers.

- single-ply
- built-up roofing (BUR)
- modified bitumen
- structural metal

Whether for new construction, or an existing building, Whitley/Service offers its customers *total roofing service*.

We can deliver it all, or just what you need.

- inspection
- specification
- budgeting
- engineering
- estimation
- design/build services
- metal shop fabrication
- installation
- cleaning
- maintenance
- repair



*Our
in-house
sheet
metal
fabrication
shop sup-
ports the
needs of
our roofing*



*professionals, crafting custom-fitted
architectural metal details and assuring
a quality, watertight installation.*





Right: Professional and flexible, Whitley/Service is sensitive to noise and odor reduction and providing undisturbed access to vital hospital facilities during construction.

Bottom of page: 43,000 sq. ft. modified bitumen new construction elementary school. Our group also installed metal soffits and wall panels.



THE RIGHT SPECIFICATION

A successful low-slope roofing project begins with selection of an appropriate system for the structure. Starting with the desired life span and energy efficiency considerations, Whitley/Service takes into account deck composition, slope, drainage, insulation, foot traffic protection, environmental impact, wind and fire resistance, and ease of maintenance to determine the best system for your application. As an independent contractor, we can select from the full range of available materials.

QUALITY INSTALLATION

Next, quality assurance during installation is critical, as a low-slope system's success depends on the details of its construction in the field. Our crews participate in ongoing training and certification; and experienced foremen and workers pay meticulous attention to metal flashing details, where most roof leaks occur.

THE LONGEST

POTENTIAL SERVICE LIFE

Regular inspection and maintenance helps assure that your roof will achieve its longest potential service life. Whitley/Service roofing inspectors are experienced professionals familiar with all major roofing systems. They can effectively evaluate structures of all ages and conditions, assessing

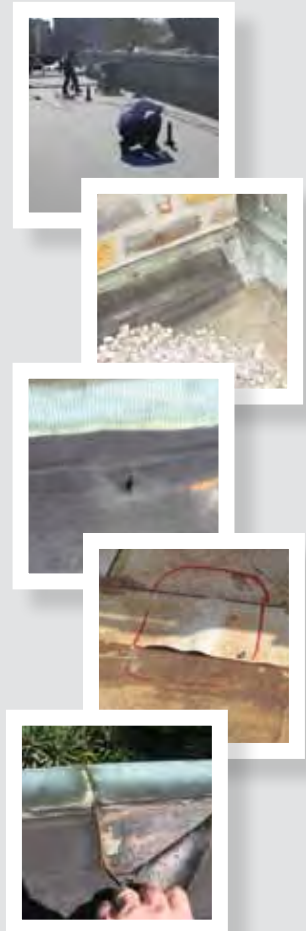
- wall movement, settling
- roof deck
- roof drainage
- roof penetrations and edges
- vapor barrier
- insulation
- roof membrane
- flashing
- sheet metal
- surfacing

Minor problems can be identified and repaired early, preventing more costly repairs and heating and cooling losses.





Left and right: Properly designed and installed flashings are the most technical and most difficult aspect of roofing projects with extensive piping, roof penetrations, and roof-top mechanical equipment.



REPAIR

Whitley/Service can assist with repairs of all types of low-slope roofing systems as well as other commercial roofing applications including slate, tile, shingles and metal. Through systematic and controlled testing using the latest tools and methods, including nondestructive testing with a licensed state-of-the-art moisture gauge, Whitley/Service can detect any existing moisture and its concentration within the roof assembly. Repairs are made in accordance with industry standards and manufacturers' specifications, assuring compatibility of materials, and continued effectiveness of the remaining warranty.

NEW OR OLD

From historically significant structures to modern industrial projects with demanding performance specifications, property owners trust Whitley/Service with their important reroofing and restoration projects.

SIZE AND SCOPE

Plus, with the financial strength to take on even the largest projects, Whitley/Service is capable of bonding jobs of all sizes and has full insurance to maximum amounts for your protection. Whitley/Service takes pride in each job regardless of size. No job is too small...no job is too large.

Above: A modified bitumen roofing system and custom-fabricated lead-coated copper copings and counterflashings were installed at the Virginia capitol.

Below: Modified bitumen with paver ballast re-roofing project, Duke University Levine Science Research Center

Above: Whitley/Service performs warranty repair work for all major roofing manufacturers' products.





Left: Advances in roof coatings have broadened their use and effectiveness in a greater range of applications. Benefits of different roof coatings may include improved reflectivity, reduced cooling loads, protection of roof substrate, and extended roof service life.

Below: Whitley/Service is experienced with strict regulatory, safety, and security requirements; and provides a full and integrated range of quality roofing and sheet metal services to energy companies and other industrial customers.

A SAFE WORKSITE, SAFE WORKERS No other company places safety as a higher priority than Whitley/Service. Our comprehensive approach exceeds government requirements, reflecting our commitment to the safety and well-being of our people and our customers.

- supervisors and foremen average twenty years of experience
- in-house safety director and risk manager
- ongoing safety training and certification
- pre-job material and equipment use planning
- *Working Safe* program job site compliance audits
- new hires participate in comprehensive safety training program
- background checks and drug testing
- safety compliance recognition and awards
- ongoing evaluation of processes with a zero-injury and illness goal



Above: Modified bitumen roof was installed over rigid insulation and an acoustical steel deck to absorb noise at this University of Florida basketball practice facility.

PUTTING OUR CUSTOMERS FIRST From initial inquiry to installation and beyond, our customer service distinguishes us from less experienced contractors. Property owners, property managers, architects, and general contractors have trusted us with their important projects for over 85 years.

Our professional, qualified staff is ready to go to work for you. Call Whitley/Service Roofing & Sheet Metal Company any time, 24 hours a day, 365 days a year.

Below: Structural metal roofing, warehouse facility. According to the Manual of Low-Slope Roofing Systems, where they are practicable, metal roofs may offer the lowest life cycle cost of any competing roof system.





Above: Eight light-brown warehouse roofs visible in photo show completed re-roofing projects for tobacco company: 4-ply built-up roofing (BUR) with gravel surface.



Above, right: Our group installed both single-ply and built-up roofing (BUR) as well as metal siding and custom-fabricated architectural sheet metal at this hospital facility expansion.



Above and below: As one of the University of Virginia's on-demand roofing contractors, our group performed tear-off and re-roofing of this classroom facility and dormitory complex to the university architect's specifications with high-quality fully-adhered .060 EPDM.



Our client list reads like a corporate "Who's Who" of the Mid-Atlantic and Southeast regions: Abbott Laboratories, Alcan Rolled Products, American Electric Power, Allied Chemical, Anheuser-Busch, Bayer Corporation, BB&T, Black and Decker, Camden-Clark Memorial Hospital, CB Richard Ellis, Dominion Resources, Dow Chemical, Duke University, E. I. DuPont de Nemours & Co., Fortune Brands, General Electric, General Mills, The Greenbrier Resort, IBM, Kraft, Kraton Polymers, Kroger, Matsushita, McDonald's, Miller Brewing, Mylan Pharmaceuticals, Nestlé, Norfolk Southern, Philip Morris USA, Ruby Memorial Hospital, Simon Property Group, Smucker's, Toyota, University of Florida, U.S. Bureau of Public Debt, Verizon, Walmart, West Virginia University, and Weyerhaeuser.



Right: Performed tear-off of ballasted EPDM roof membrane and installed fully-adhered PVC single-ply roof and new metal flashings at this publishing company. Kept affected areas watertight in rainy season during modification to the roof support structure by the general contractor.



Whitley/Service Roofing & Sheet Metal is a part of



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ocala@serviceroofing.com

Marion/Service Roofing & Sheet Metal Co.
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jax@serviceroofing.com

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morgantown@tri-stateservice.com

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charleston@tri-stateservice.com

Tri-State Roofing & Sheet Metal Co.
serving Cumberland, MD area
Rte. 2, Box 126-E, Ridgeley, WV 26753
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cumberland@tri-stateservice.com

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lexington@tri-stateservice.com

WWW.TRI-STATESERVICEGROUP.COM

Steep Roofing

Whitley/Service
Roofing & Sheet Metal Company

Construction, Maintenance and Restoration



A NEW ANGLE ON STEEP ROOF CONSTRUCTION

Striking architectural silhouettes created by the incorporation of steep roofing design are found in residential, institutional and commercial structures ranging from Victorian to Modern styles. While beautiful, a steep roofing design poses special construction and maintenance challenges.

THAT'S WHERE WHITLEY/ SERVICE COMES IN.

As part of the Tri-State/Service Group of Companies, we have been repairing and maintaining roofs like these, as well as building them, since 1923. We know what it takes to construct a roof that will perform. Whitley/Service Roofing and Sheet Metal Company is specially equipped to handle all your steep roofing concerns: appropriate material selection, safety, and the specialized techniques and experience required to properly construct complex dormers, valleys and roof penetrations.

MATERIALS

Whitley/Service buys the right materials for your application, working with the best products available from major suppliers. We have successfully restored important historic steep roof structures and can construct new ones incorporating both

*Commercial, institutional or residential:
no matter how large or small the project,
Whitley/Service Roofing and Sheet
Metal Company is equipped to
engineer your steep roof design.*



***Below:** This county courthouse was built in the Richardson Romanesque architectural style in 1892. Our group repaired and restored the historic structure's tile roof and copper flashing to its original specifications.*



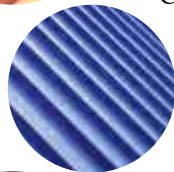


Left: Colleges and other institutions contract with us for repair and maintenance of their steep-roofed structures.



Above: Our team replaced wood decking, slate shingles, and copper flashing on this 19th century Gothic structure.

traditional and modern materials: slate, clay tile, concrete tile, wood, copper, standing seam metal, stainless steel, and composite and asphalt shingles.



We know you want to do business with a company that feels as strongly about safety as we do.

EXPERIENCE

Whitley/Service Roofing and Sheet Metal Company is proud of our breadth of experience and commitment to continuing education. Our people are thoroughly trained, and continually updated on the latest developments and techniques. Our sheet metal shop capabilities assure a complete water-tight installation, including gutters, flashing and other roof drainage details. No matter how large or small, simple or complex the job, we've probably faced a similar situation before.

SAFETY

Safety challenges posed by steep roofing require specialized equipment and procedures. Our group of companies provides continuing training for compliance with Occupational Safety and Health Administration (OSHA) regulations and employs an in-house Safety Director and Risk Manager. Our superintendents average twenty years of experience and survey each job for compliance with our "Working Safe" program. And very importantly, we are fully insured to top dollar amounts for your protection, as well as ours.

TRUSTED SINCE 1923

That's why companies, institutions and individuals have entrusted their projects with Whitley/Service Roofing and Sheet Metal Company since 1923. We stand ready to bring our experience to bear on your important steep roofing job.



In-house sheet metal fabrication capabilities streamline your steep roofing project.



Above and at Right: Steep roofing details create architectural interest in these retail facades.



Above: New residential Vermont slate installation with custom-fabricated half-round copper gutters and standing seam copper dormer roofs.



Whitley/Service Roofing & Sheet Metal is a part of



Above: Standing seam metal roof and dormers complement traditional style of this personal care and rehabilitation facility.

Left: Our group restored the steep French style clay tile roof and complex exterior cornices at The University of Florida's Griffin-Floyd Hall.



Right: A state contractors association entrusted us with the restoration of its headquarters' roof. This structure, built in 1925, posed unique challenges due to the number of valleys, dormers and penetrations. Complicated roof designs with steep angles and multiple penetrations like these are common in many contemporary residential plans.



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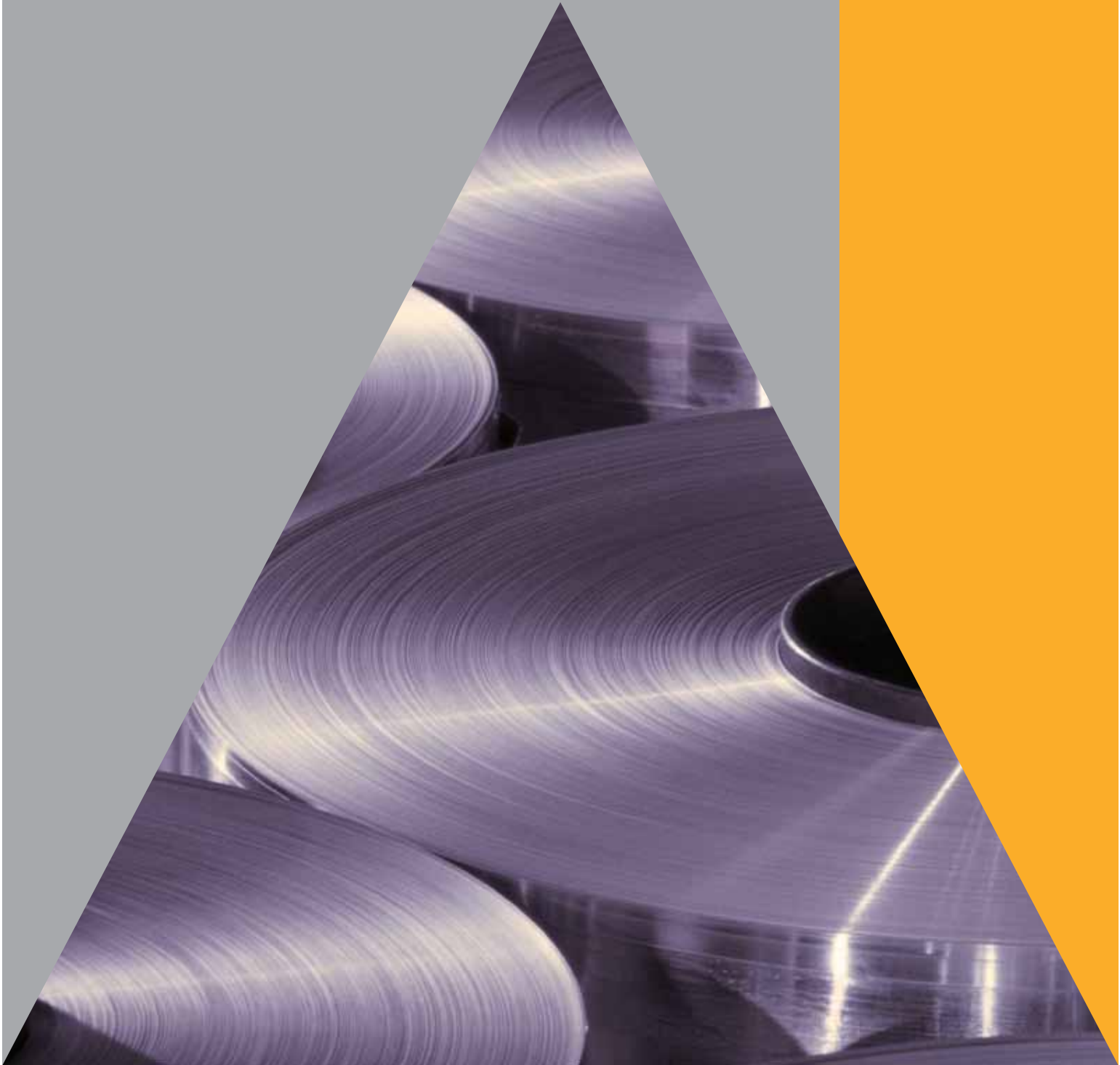
CUSTOM METAL FABRICATION
CONSULTING AND DESIGN SERVICES
RE-ROOFING
NEW ROOFING
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ROOF REPAIR
EXTERIOR SHEET METAL
ARCHITECTURAL SHEET METAL

WWW.TRI-STATESERVICEGROUP.COM

Metal Services



Custom Fabrication and Installation



ANYTHING OUT OF METAL



A manufacturer contracted with us to fabricate custom wire baskets that are used to run parts through a washing mechanism. The baskets were constructed by bending and welding 3/16" stainless steel rods to the manufacturer's specifications.

Do you have a project that calls for custom metal fabrication? Your product or assembly may be one-of-a-kind, but you want someone with experience to take it on. The Tri-State/Service group of companies has created a broad range of unique and custom-engineered metal products for commercial, industrial, and institutional customers of all sizes—and we have the full-service capability to install your fabrication as required.

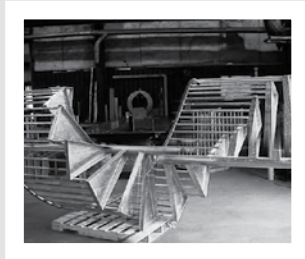
A BRIEF LOOK BACK

Since 1923, we have been serving customers with quality roofing and sheet metal work. Beginning in the 1950's we expanded to better serve our customers' needs for custom-engineered solutions to special HVAC needs. And today, our highly trained engineers and craftsmen can design, lay out, and measure sheet metal products to meet your need for just about anything to be made out of metal.

STATE OF OUR ART

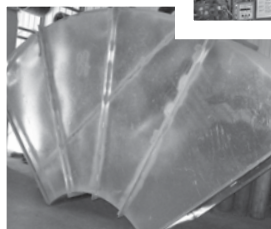
How do we do it? It's a matter of old values meeting new technology. Building on the principles that have made our business a success over the years: quality, craftsmanship, customer service, safety, and value, we are continually investing in technology and talented

We can engineer custom solutions for your industrial site like this heavy gauge stairway, platform, and handrail fabrication.



Below: *This complex design and installation at an Ohio MIBA facility illustrates why corporations and institutions select us for their custom metal fabrication needs.*

Bottom: *Large ductwork components for U.S. Bureau of Public Debt facility of 16 gauge galvanized steel with 2" thick interior insulation. Some were as large as 128" x 96".*





Since 1923, the Tri-State/Service Group has served customers throughout the Mid-Atlantic and Southeast regions. We fabricated this one-of-a-kind 14-foot tall, 11-foot wide, 3000-pound metal sign to greet visitors to our Davisville, West Virginia shop.



requirements. In addition to custom mechanical pieces—ductwork for air conditioning, dust collection, pollution control systems, and fume hoods; and architectural pieces—gutters, downspouts, flashings, ornamental fascias and cornices, louvers, roofs, skylights, gravel stops, and ventilators; we've created these special components and more:

- hoods
- hoppers and chutes
- stair treads
- caged ladders
- access platforms
- support frames
- machine guards
- tote boxes



Above: This gleaming stainless steel ductwork is a part of a design/build project for the bakery mixing area of a General

people, keeping us on the cutting edge of custom metal fabrication. We can get the job done for you.

Customers tell us they appreciate working with a contractor who can address a broader range of their needs. When you contract with us, you benefit from the experience of seasoned engineers, project managers, superintendents, and field working foremen who are both craftsmen and leaders. They

average over 20 years of experience in the shop and in the field.

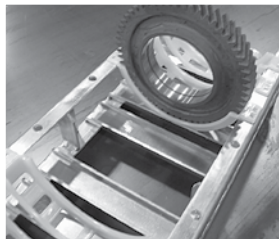
Our shop is equipped to handle shearing, bending, rolling, welding, punching and fabrication of ferrous and nonferrous metals. For faster service, we stock sheets of galvanized and black steel, aluminum, copper, and a wide range of pre-painted metal. We are ready to cut, form, and finish your job to your custom

THE LONG AND SHORT OF IT.

Our operations throughout the Mid-Atlantic and Southeast are ready to serve you. From one-of-a-kind pieces to short- or long-run fabrications, consider the Tri-State/Service Group for your custom metal fabrication and installation needs.

Mills plant. A Tri-State/Service Professional Engineer designed the project and prepared the shop drawings.

Above Left: A shop-fabricated rooftop unit is loaded on a truck bound for on-site installation.



Near Left: Alpha lockable electrical service box with three conduit openings for site electricians.

Far Left: The Tri-State/Service Group can create special components like this hopper and production line fixture for industrial applications.



Our client list reads like a corporate "Who's Who" of the Mid-Atlantic and Southeast regions:

Abbott Laboratories,
Alcan Rolled Products,
American Electric Power, Allied Chemical,
Anheuser-Busch, BB&T,
Black and Decker,
Camden-Clark Memorial Hospital, Century Aluminum, Dominion Resources, Dow Chemical, Duke University, E.I. DuPont de Nemours & Co.,
Fortune Brands, General Electric, General Mills,
The Greenbrier Resort, Kraft, Kraton Polymers, Matsushita, Miller Brewing, Mylan Pharmaceuticals, Norfolk Southern, Philip Morris USA, Toyota, U.S. Bureau of Public Debt, Verizon, Wachovia, West Virginia University, and Weyerhaeuser.

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ARCHITECTURAL SHEET METAL

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ANSI/SPRI ES-1

Wind Design Standard for Perimeter Edge Metal Systems
Used with Low Slope Roofing

Whitley/Service
Roofing & Sheet Metal Company

Shop-fabricated edge metals from the Tri-State/Service Group are in compliance with ANSI/SPRI ES-1. We have always followed the specification details outlined in the Architectural Sheet Metal Manual published by SMACNA (Sheet Metal and Air Conditioning Contractors' National Association). In fact, our former CEO and Chairman, Harry Esbenshade Jr. was one of a handful of select contributors to this text. The industry regards the Architectural Sheet Metal Manual as the authority on all types of architectural sheet metal details. Additionally, our edge metals comply with the NRCA 5th Edition Construction, Fabrication and Installation Details. Both SMACNA and NRCA details have passed ANSI/SPRI ES-1 testing. The Tri-State/Service Group also complies with all appropriate manufacturers' details.

ANSI/SPRI ES-1 is a standard adopted by the International Building Code for those who design, specify, or install edge materials used with low slope roofing systems. While a pre-fabricated metal trim manufacturing company can be certified, most metal failures are the result of improper installation, not with the fabrication of the metal itself.

The Tri-State/Service Group of Companies can field measure, custom fabricate, and install architectural metal, achieving a superior fit to pre-fabricated metals. A successful finished job absolutely depends on the quality of the field installation. We control the schedule and time of completion, usually resulting in better, faster service. We have the ability to adapt to job site changes, tweak details and handle last-minute changes by the owner, architect, or others—while maintaining a quality, watertight installation. In short, we are the experienced and knowledgeable choice for architectural metal and its effective installation.

Where pre-fabricated just won't do (clockwise from right): the Virginia State Capitol building, pharmaceutical company offices, modern medical office facility, USDA laboratory.



VIRGINIA

Whitley/Service
Roofing & Sheet Metal Company
Richmond 804-276-5555
richmond@serviceroofing.com

Service Roofing & Sheet Metal Company
Martinsville 276-638-2493
martinsville@serviceroofing.com

NORTH CAROLINA

Service Roofing & Sheet Metal Company
Greenville 252-758-2179
greenville@serviceroofing.com
Wilmington 910-343-9860
wilmington@serviceroofing.com
Raleigh 919-873-0370
raleigh@serviceroofing.com

FLORIDA

Marion/Service
Roofing & Sheet Metal Company
Ocala 352-622-7256
ocala@serviceroofing.com

WEST VIRGINIA

Tri-State Roofing & Sheet Metal Company
Davisville/Parkersburg 304-485-6593
parkersburg@tri-stateservice.com
Morgantown 304-328-5244
morgantown@tri-stateservice.com
Charleston 304-755-8135
charleston@tri-stateservice.com
Ridgeley/Cumberland, MD 304-738-0502
cumberland@tri-stateservice.com

KENTUCKY

Tri-State Roofing & Sheet Metal Company
Lexington 859-233-4546
lexington@tri-stateservice.com

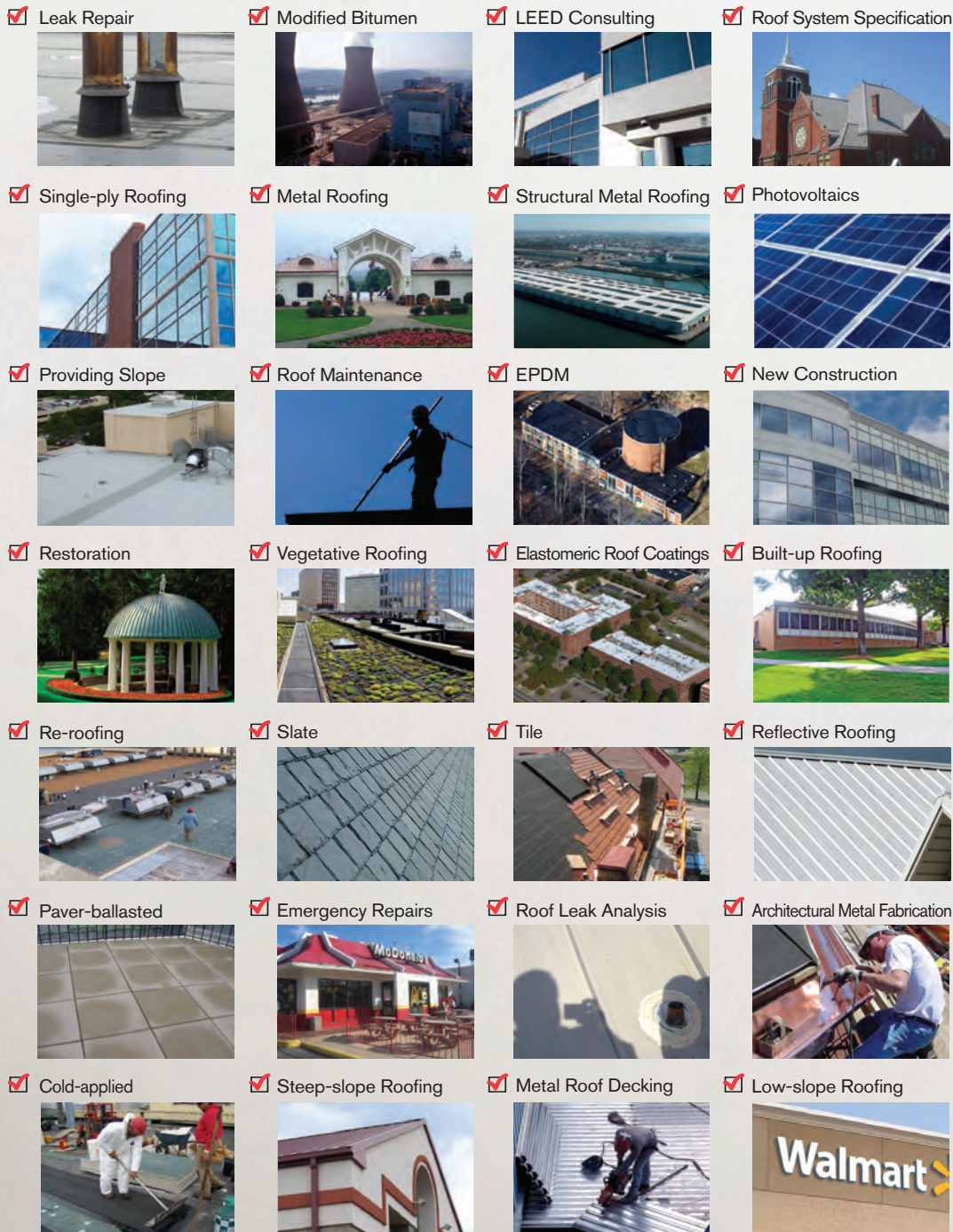
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Since 1923
TRI-STATE/Service
Roofing & Sheet Metal Group
WWW.TRI-STATESERVICEGROUP.COM

Can Whitley/Service do that?

Yes! If it's on the roof, we can help.

Whitley/Service
Roofing & Sheet Metal Company
Since 1923



You probably know Whitley/Service as experienced roofing professionals. But did you know we do more than just installation?

Starting with selection of the right system for your project's needs, we put our nearly 90 years of experience to work for you. With an eye toward long-term value, Whitley/Service recommends and installs only the very best, time-tested low-slope and steep-slope roofing systems. Our in-house sheet metal capabilities assure an expert, watertight installation. Plus, we have years of experience inspecting, maintaining, repairing, and extending the life of your roofing investment.

In short, if it's on the roof, we can help. Call today for more information—because you want someone with experience to take on jobs like these.

Experience experience. Call today to learn more about our roofing services, or to schedule a roof inspection.

RICHMOND, VIRGINIA: 804-276-5555 richmond@serviceroofing.com
CHARLOTTESVILLE, VIRGINIA: 434-984-0550 charlottesville@serviceroofing.com



Request for Proposal

RFP# MPM-1132

**Roofing Inspection, Installation,
Maintenance, & Replacement**

September 17, 2021



REQUEST FOR PROPOSAL

RFP# MPM-1132

Issue Date: September 17, 2021
Title: Roofing Inspection, Installation, Maintenance, & Replacement
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 Tuesday October 19, 2021 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No pre-proposal meeting is required.

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

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

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # MPM-1132

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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 goods and services for Roofing Inspection, Installation, Maintenance, & Replacement 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 nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The JMU campus is 721 acres and includes more than 150 buildings. The University has numerous roofing installations of various ages which will be in need of maintenance and inspection on a regularly scheduled basis.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

- A. James Madison University (JMU) seeks to secure the services of contractors with direct experience and expertise to provide campus-wide roofing inspection, installation, maintenance, & replacement on an as-needed basis. The contractor shall furnish all documentation, equipment, insurance, labor, materials, and supervision necessary to provide these services to the University. The contractor shall develop clear, concise, and professional quality proposal quotes for each project for review and acceptance by James Madison University.
- B. JMU reserves the right to obtain other cost estimates prior to authorizing work and to solicit and contract separate and apart from the resultant contract(s) as deemed to be in the best interest of the University. Upon approval of a proposal for a specific project received by the University, a purchase order will be issued as authority to proceed with the work. Contractor shall not perform work or include additional equipment which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.
- C. Contractor shall be responsible for adhering to all University Design and Construction Guidelines and shall work directly with relevant personnel at the University. Contractor shall be responsible for any measurements, calculations, and other details for each project.

- D. Contractor to perform removal, replacement, maintenance, and repair of roofing materials, including, but not limited to, flashings of all types, asphalt shingle, clay tile, fully-adhered EPDM, ballasted rubber, slate, built up asphaltic materials, metal, and various other types of roofing materials as required. Contractor shall be responsible for ensuring all installations are performed according to specifications, best professional practices, and required standards.
- E. Projects resulting from awarded contracts may also include minor construction and/or repairs to rooftop appurtenances (such as parapet wall, roof vents, and/or cupolas) and may include application of waterproof coatings on various surfaces.
- F. Contractor to perform inspections of existing roofing on an as-needed basis to identify conditions of the existing roofing and related roofing components. All costs for roof inspections shall be estimated by the contractor and provided to the University in a proposal. Inspections may require testing of roofing systems including, but not limited to, confirming roofing materials used; the type, thickness, and attachment method of insulation; type and condition of roof deck; and the location and quantity of insulation. Contractor shall provide a report summarizing current conditions and recommended repairs.
- G. Contractor to inspect gutters, downspouts, and door canopies/overhangs with each roof inspection (or on an as-needed basis) as determined by the University. Contractor shall provide an estimate for all work based on labor rates established through this solicitation. Contractor shall be capable of cleaning entire gutter and downspout systems to include door canopies/overhangs of debris and washing the same clear.
- H. The University shall provide asbestos inspections and abatement activities as require to complete any work. The Contract shall coordinate these activities with the University project manager and consider this coordination in all project proposals and schedules.
- I. Class A Contractor's License is required. Include a copy of license with proposal.
- J. Contractor shall warrant all work and supply written verification of warranty to the University project manager. Warranty requirements shall be provided by the University on a per-job basis for consideration in each project proposal.
- K. Contractor shall comply with all applicable federal, state, local, and University regulations in the performance of work under any resulting contract.
- L. Contractor should have sufficient resources to be able to work multiple jobs at the same time.
- M. The job supervisor and project manager (or project lead if the same person is serving in both capacities) shall be present on the job site during all work.
- N. The University reserves the right to specify precisely the types of materials and methods to be utilized.
- O. Describe in detail your approach to each of the following items and include all associated costs.
 - 1. General
 - a. Describe approach to providing roofing inspection, installation, maintenance, and replacement services to JMU for both large and small scale projects. Include your process, methodology, and work plans.

- b. Describe experience providing roofing inspection, installation, maintenance, and replacement services. Emphasize experience with other higher education institutions.
- c. Provide examples of recent projects of comparable services that have been completed by your firm. List the dollar amount, time frame, work performed, and contact information.
- d. Describe in detail warranty given on all services and materials. Contractor shall be the primary point of contact for warranty responsibility for all equipment, material, and work.
- e. Identify and provide copies of all relevant certification and licenses that the contractor and/or employees currently hold.
- f. Provide the names, qualifications, and experience of personnel expected to be assigned to JMU for roofing services. Designate the primary point of contact for this account.
- g. Describe approach to mobilization of management and work staff to meet the needs stated herein. Include how you will meet the needs of fast turnaround projects. Include information on how contractor will meet these needs if your firm is not located in close proximity to JMU.
- h. Describe invoicing procedure. Provide a sample invoice and proposal.
- i. Describe change order procedure. Provide a sample change order.
- j. Identify other goods and/or services offered to JMU and any associated costs.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and 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	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>20</u>
	100

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

VII. GENERAL TERMS AND CONDITIONS

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

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

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.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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. AS BUILT DRAWINGS: The contractor shall provide the University a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made

during installation or construction. The contractor shall also provide the University with maintenance manuals, parts lists, and a copy of all warranties for all equipment. All “as built” drawings, wiring diagrams, maintenance manuals, parts lists, and warranties shall be delivered to the University upon completion of the work and prior to final payment.

- S. CONTRACTOR’S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that they have clear title to all materials and supplies for which they invoice for payment.
- T. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner’s representative that the work is fully operational and in compliance with contract specification and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.
- U. KEYS: If the contractor is given keys for this project, it is the contractor’s responsibility to return the keys when the contract is terminated, as well as for safekeeping of the keys during the contract period. The contract shall not loan or duplicate the keys. In the event the contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- V. LIQUIDATED/ACTUAL DAMAGES, FURNISH AND INSTALL: Work shall begin after receipt of purchase order or contract and all work shall be completed no later than the agreed upon date. It is hereby understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated and/or actual damages, the sum of \$ 500.00 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified at the purchasing office’s sole discretion for good cause shown.
- W. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.
- X. RETAINAGE: The Owner may withhold as retainage an amount not exceeding 5% of the contract dollar value. Retainage will be released upon project completion and all documentation/invoicing (as-built drawings, SWaM/Subcontracting Plan, etc.) has been submitted to the owner.
- Y. STANDARDS OF CONDUCT: Work sites under this contract will be occupied by students and University personnel during times when work is performed. Contractor and contractor’s

personnel shall exercise a particularly high level of discipline, safety, and cooperation at all times while on any job site. The contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and ensuring that they are not engaging in any destructive or criminal activity. The contractor is also responsible for ensuring that its employees do not disturb papers on desks, open desk drawers, cabinets, briefcases, or use University phones, and the like, except as authorized.

- Z. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the University the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- AA. WORK SITE DAMAGES: Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.
- BB. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

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

The following template includes the most common expected labor roles and expenses that the University expects to be provided rates for. Specify all parts and materials discounts, shipping charges, and any other one-time or ongoing costs. Add additional lines, role designations, etc. as needed for your firm's offerings. Labor rates should be inclusive of all expected overhead and additional fees.

	PRICING SCHEDULE BY ZONE													
	<i>Zone 1</i>	<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>	<i>Zone 6</i>	<i>Zone 7</i>	<i>Zone 8</i>	<i>Zone 9</i>					
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*														
Supervisor Labor Rate \$/hour														
Laborer Labor Rate \$/hour														
Inspector Labor Rate \$/hour														
Project Estimator Labor Rate \$/hour														
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*														
Supervisor Labor Rate \$/hour														
Laborer Labor Rate \$/hour														
Inspector Labor Rate \$/hour														
Project Estimator Labor Rate \$/hour														
Equipment														
Crane \$/hour														
Crane (Daily Mobilization)														
Skylift \$/hour														
Skylift (Daily Mobilization)														
Pressure Wash Fee \$/hour														
Other fees/charges														
Charge Card Processing Fees:					%									

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: [JMU Design and Construction Guidelines](#) (separate attachment)

Attachment F: JMU Roofing Standard Proposal Form (separate attachment)

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)