JAMES MADISON UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7613

This contract entered into this 2nd day of November 2026, by CarmeFJ Co. (dba KBC), 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, 2026 through November 13, 2027 with four (4) one-year renewal options.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal RFP MPM-1263 dated July 17, 2026
  (a) The Statement of Needs,
  (b) The General Terms and Conditions,
  (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,

(3) The Contractor's Proposal dated August 14, 2026 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  (a) Negotiations Summary, dated October 22, 2026

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

CONTRACTOR:	PURCHASING AGENCY:
By: Sae Kim (Signature)	By: Michael Morrison (Signature)
Sae Kim (Printed Name)	Michael Morrison (Printed Name)
Title: President	Title: Lead Contract Officer and PM

Rev. 5/12/21

NEGOTIATION SUMMARY **CARMELFJ CO. DBA KBC**

RFP# MPM-1263 ROOFING INSPECTION, INSTALLATION, MAINTENANCE, & REPAIR

10/22/2026

The Primary Point of Contact for this Contract is:

Sae Kim – President
571-217-5794
ekim@kumbitco.com

GENERAL:

1. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.

2. Parties agree that this Negotiation Summary modifies RFP# MPM-1263 and the Contractor's initial response to RFP# MPM-1263, and in the event of conflict this negotiation summary shall take precedence.

3. Contractor agrees that all exceptions taken within their initial response to RFP# MPM-1263 that are not specifically addressed within this negotiation summary are null and void.

4. Contractor agrees that the terms and conditions as stated in the RFP will govern and be abided by. No terms and conditions of proposals, quotes, or invoices are agreed to by JMU.

5. Contractor acknowledges and agrees to abide by all response times as outlined in negotiations: within 2 business days for non-emergency projects and within 12 hours for emergency work.

6. Contractor agrees that SWaM subcontractor usage will be reported as applicable to work performed for James Madison University.

7. CarmelFJ (dba KBC) agrees to include the PAC agreement as a part of this contract.

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. The following pages, taken from the RFP and edited where negotiated, represent the agreed-upon pricing for this contract.

The following labor rates are listed by discipline and classification and include base wages, benefits, taxes, insurance and payroll costs complete.

LABOR RATES		
Personnel	**Normal Working Hours**	**Overtime/Weekend/ Holiday/Emergency Hours**
Supervisor/Superintendent/Foreman	48.00 / hour	72.00 / hour
Laborer	37.00 / hour	48.00 / hour
Inspector	48.00 / hour	67.00 / hour
Project Estimator	49.00 / hour	68.00 / hour
Pressure Washing Fee	31.00 / hour	47.00 / hour

PARTS & SUPPLIES				
Item	**Manufacturer**	**List Price**	**% Discount Off**	**University Price**
TPO (White), 80 mil	GAF	$1,484.00 (10'x100')	5%	$1,409.80
EPDM (White), 60 mil	Elevate	$2,450.00 (10'x100')	5%	$2,327.50
Architectural Shingle	Certainteed	$185.00/sq.	5%	$175.75

OTHER PRICING				
Early Payment Discount				**1.5%**
Subcontractor Fees				**0%**
				$
				$
				$

Additional Notes from Negotiation:

1. Material pricing is volatile and list prices may change, but the 5% discount will be applied to market rate list prices.
2. CarmelFJ offers one (1) free annual comprehensive roof inspection and photo-documented condition report for JMU facilities serviced under this contract.

Pricing for VASCUPP Zone pricing should be negotiated between the Contractor and agency.

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the 14th day of November 2026, is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and CarmeFJ Co. (dba KBC), ("Vendor").

TERM

The term of this Agreement shall begin November 14, 2026 to November 13, 2027 with 4, one-year renewal options, and an expected final expiration date of November 13, 2031. This end date coincides with the Primary Agreement's [UCPJMU7613] end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU7613, dated November 14, 2026 (the "Primary Agreement"), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Vendor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of Vendor's logo on the Consortium website

III. Payment:

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

  In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
c/o VHEPC
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

Sae Kim
CarmelFJ Co. dba KBC
12474 Casbeer Drive
Fairfax, VA 22033
Email: ekim@kumbitco.com

ACCEPTANCE

For James Madison University

Michael Morrison
Lead Contract Officer & PM

11/5/2026
Date

For CarmelFJ, Co. dba KBC

Sae Kim
President

November 2, 2026
Date

Agreement #: UCPJMU7613-PAC

JMU RFP MPM-1263
Roofing Inspection, Installation, Maintenance, & Replacement

Issued to:
James Madison University
Procurement Services
Harrisonburg, VA 22807

Submitted by: CarmelFJ Co (dba) KBC
Address: 12474 Casbeer Dr. Fairfax, VA 22033
Phone: 571-217-5794, 703-347-3628
Email: ekim@kumbitco.com
VA Class A License #2705 160973

REQUEST FOR PROPOSAL
RFP# MPM-1263

Issue Date: **July 17, 2026**

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 August 18, 2026 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

MANDATORY/ OPTIONAL PRE-PROPOSAL: No Pre-proposal meeting is scheduled

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Lead Contract Officer & Project Manager, 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:

CarmelFJ Co (dba) KBC

12474 Casbeer Dr.

Fairfax, VA 22033

By: Sae Kim
(Signature)

Name: Sae Kim
(Please Print)

Date: 8/14/2026

Title: President

Web Address: www.kumbitco.com

Phone: 571-217-5794

Email: ekim@kumbitco.com

Fax #:

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

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

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

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 10 Months 8

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 #
Richmond Redevelopment & Housing Authority RRHA	03/26 - Present	1812 Brook Rd. Richmond, VA 23220	Brandon Chavis 804-690-9686
RRHA - Roof Repair	02/26 - Present	1812 Brook Rd. Richmond, VA 23220	Steven Atkins 804-484-4077
Norfolk Redevelopment & Housing Authority NRHA	03/25 - 12/25	1701 Greenleaf Dr. Norfolk, VA 23523	Clayton Odom 757-314-1523
Queen Anne's County	06/24 - 12/24	104 Powell St. Centreville, MD 21617	Seth Cosans 410-758-0925
Subway	2016 - 2025	7601 Lewnsville Rd. Suite 310 McLean, VA 22102	Matt Yurkovich 703-909-7584

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

   Company Name: CarmelFJ Co (dba) KBC

   Contact Person: Sae Kim / President

   Address: 12474 Casbeer Dr. Fairfax, VA 22033

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: CarmelFJ Co (dba) KBC **Preparer Name:** Sae Kim

Date: 8/14/2026

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes x No_____

If yes, certification number: 724722 Certification date: valid through 9/12/2030

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

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes x No_____

If yes, certification number: 724722 Certification date: valid through 9/12/2030

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: RFP# MPM-1263, Roofing Inspection, Installation, Maintenance, & Replacement

Date Form Completed: 8/14/2026

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

Offeror / Proposer:

CarmelFJ Co (dba) KBC	12474 Casbeer Dr. Fairfax, VA 22033	Sae Kim / 571-217-5794
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)
CarmelFJ Co (dba) KBC	Kevin Chon 703-347-3628	724722	Services		
Gideon Contracting	Shawn Yi 757-502-5521		Services		

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT G

Student Internship and Learning Opportunities

Firm Name: CarmelFJ Co (dba) KBC
Primary Contact Name & Title: Jung Park & Office Manager
Email Address: jpark@kumbitco.com
Phone Number: 703-340-6477

Section 1: Overview of Student Engagement Potential/Opportunities

Summary of approach/willingness:
We are open to providing student site visits and internship opportunities within the scope of site safety.

Section 2: Proposed Student Internship & Learning Opportunities *(check all applicable or of interest to your firm*)

[x] **Career Fairs**
Brief Description: Participating in career fairs to introduce career paths in the construction and maintenance industry to students.
Contact Information for Career Fairs, if different from Primary Contact:

[x] **Paid Experiential Roles**
Brief Description: Providing paid internship opportunities for students to gain hands-on experience in facility maintenance and repair operations.
Contact Information for Paid Experiential Roles, if different from Primary Contact:

[x] **Unpaid Experiential Roles**
Brief Description: Offering short-term, unpaid shadowing or observational site visits for students to learn about building maintenance and construction operations.
Contact Information for Unpaid Experiential Roles, if different from Primary Contact:

[x] **Participation in Projects**
Brief Description: Providing opportunities for students to participate in real-world building maintenance and inspection projects under professional supervision.
Contact Information for Participation in Projects, if different from Primary Contact:

[x] **Job Shadowing**
Brief Description: Offering short-term job shadowing opportunities for students to observe day-to-day operations in facility maintenance and repair.
Contact Information for Job Shadowing, if different from Primary Contact:

[x] **Mentoring Program**
Brief Description: Providing professional guidance and career advice to students interested in the building repair and maintenance industry.
Contact Information for Mentoring Programs, if different from Primary Contact:

[x] **Career Talks / Guest Lectures**
Brief Description: Sharing industry experience and professional insights with students through guest lectures or career talk sessions.
Contact Information for Career Talks/Guest Lectures, if different from Primary Contact:

[x] **Campus Interviews**
Brief Description: Conducting on-campus interviews to recruit qualified students for internship or entry-level positions.
Contact Information for Campus Interviews, if different from Primary Contact:

[x] **Engagement with JMU Employer Services Team**
Brief Description:
Contact Information for Engagement with JMU Employer Services Team, if different from Primary Contact: Collaborating with the JMU Employer Services Team to explore student recruitment and experiential learning opportunities.

[ ] **Other**
Brief Description:
Contact Information for Other, if different from Primary Contact:

Rates by Role for RFP# MPM-1263
Roofing Inspection, Installation, Maintenance, & Replacement

LABOR RATES		
Personnel	**Normal Working Hours**	**Overtime/Weekend/ Holiday/Emergency Hours**
Supervisor/Superintendent/Foreman	**$** 48.00 **/hour**	**$** 72.00 **/hour**
Laborer	**$** 34.00 **/hour**	**$** 48.00 **/hour**
Inspector	**$** 48.00 **/hour**	**$** 67.00 **/hour**
Project Estimator	**$** 49.00 **/hour**	**$** 68.00 **/hour**
Pressure Washing Fee	**$** 31.00 **/hour**	**$** 47.00 **/hour**

- If other role designations are needed, please provide labor rates and an explanation of how this additional designation is needed to meet the needs expressed in the scope of the Request for Proposals.

- Please also address the % Off of List price for Parts & Supplies and Equipment/Rental Equipment offered to the University by Manufacturer. The University does not seek a complete catalogue of available products. Indicate which manufacturer's products you will offer to the University and the % Discount Off List you will offer the University. You may designate specific items as needed or if pertinent to the scope of the RFP. Add as many rows as needed but please follow the format laid out below.

PARTS & SUPPLIES				
Item	**Manufacturer**	**List Price**	**% Discount Off**	**University Price**
TPO (White), 80 mil	GAF	**$** 1,484.00 (10'x100')	5 **%**	**$** 1,409.80
EPDM (White), 60 mil	Elevate	**$**2,450.00 (10'x100')	5 **%**	**$** 2,327.50
Architectural Shingle	Certainteed	**$** 185.00 / sq	5 **%**	**$** 175.75
		$	**%**	**$**

EQUIPMENT & RENTAL EQUIPMENT			
Item	**List Price**	**% Discount Off**	**University Price**
Crane ($/hour)	**$** 278.25	5 **%**	**$** 265.00
Crane (daily mobilization)	**$** 2,369.00	5 **%**	**$** 2,250.00
Skylift ($/hour)	**$** 102.50	5 **%**	**$** 97.00
Skylift (daily mobilization)	**$** 817.00	5 **%**	**$** 776.00

- Please also address any other discounts or fees which may be anticipated.

OTHER PRICING				
Early Payment Discount				1.5 **%**
Subcontractor Fees				0.00 **%**
				$
				$

KBC CARMELFJ

T. 571-217-5794 / 703-340-6477 www.kumbitco.com
ekim@kumbitco.com

JMU RFP MPM-1263

Section 1: Approach & Work Plans

Operational Approach for JMU Roofing Services

CarmelFJ Co (dba) KBC applies a structured, three-phase operational methodology to deliver seamless roofing inspection, installation, maintenance, and replacement services for both small-scale repairs and large-scale capital projects at James Madison University.

- **Phase 1: Inspection & Assessment**
  - Perform comprehensive visual and thermal/infrared roof moisture surveys.
  - Identify active leaks, membrane punctures, flashing degradation, and drainage issues.
  - Deliver detailed digital inspection reports with photographic documentation, core sample analysis (if required), and recommended action plans.
- **Phase 2: Project Planning & Safety Execution**
  - Develop site-specific Safety Plans compliant with OSHA standard 1926 subpart M (Fall Protection).
  - Establish logistics plans to minimize disruption to academic schedules, student pedestrian traffic, and facility operations.
  - Coordinate staging areas, crane/hoist locations, and dumpster placements in direct consultation with JMU Facilities Management.
- **Phase 3: Material Procurement, Installation & Quality Control**
  - Source high-grade, commercial-quality roofing materials (e.g., TPO, EPDM, Architectural Shingles) from authorized manufacturers.
  - Deploy certified installation crews under the daily supervision of an OSHA-certified Field Superintendent.

- Conduct daily site cleanups using magnetic sweepers and perform multi-point quality assurance inspections prior to final sign-off.

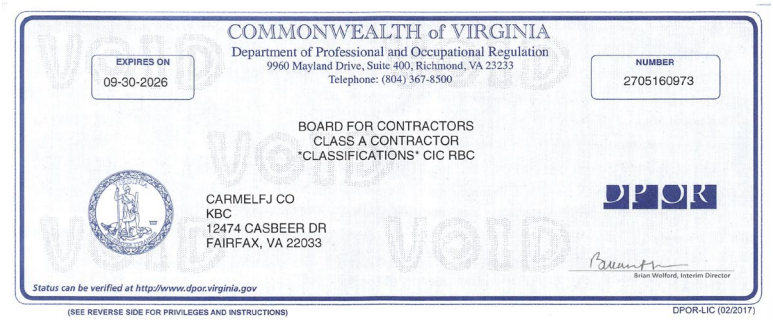
Section 4: Warranty Information

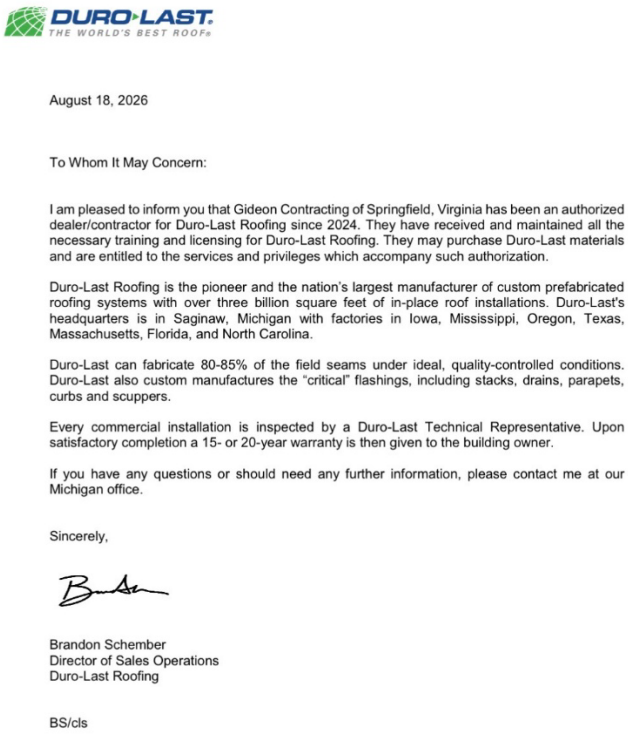
Comprehensive Warranty Coverage & Primary Contact Responsibility

KBC serves as the **Primary Point of Contact** for all warranty obligations, encompassing equipment, materials, and workmanship for all services provided to JMU.

- **Workmanship Warranty:** KBC provides a **1-Year Contractor Workmanship Warranty** covering all labor and installation defects from the date of final project acceptance.
- **Manufacturer Material & System Warranties:** As an authorized installer for industry-leading manufacturers (e.g., GAF, Elevate, Certainteed), we facilitate and issue NDL (No Dollar Limit) Manufacturer Warranties ranging from **20 to 30 years**, depending on the specified roofing assembly.
- **Warranty Support Process:**
  - **Single Point of Contact:** JMU Facilities Management can initiate all warranty inquiries or service requests directly through our dedicated Account Representative.
  - **Response Protocol:** Upon notification, our team will inspect the site within 24–48 hours, determine root-cause liability, coordinate with manufacturers if necessary, and execute corrective repairs without administrative delay to JMU.

Section 5: License and Certification


COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500
EXPIRES ON
09-30-2026
NUMBER
2705160973
BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CIC RBC
CARMELFJ CO
KBC
12474 CASBEER DR
FAIRFAX, VA 22033
DPOR
Brian Wolford, Interim Director
Status can be verified at http://www.dpor.virginia.gov
(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)
DPOR-LIC (02/2017)



August 18, 2026

To Whom It May Concern:

I am pleased to inform you that Gideon Contracting of Springfield, Virginia has been an authorized dealer/contractor for Duro-Last Roofing since 2024. They have received and maintained all the necessary training and licensing for Duro-Last Roofing. They may purchase Duro-Last materials and are entitled to the services and privileges which accompany such authorization.

Duro-Last Roofing is the pioneer and the nation's largest manufacturer of custom prefabricated roofing systems with over three billion square feet of in-place roof installations. Duro-Last's headquarters is in Saginaw, Michigan with factories in Iowa, Mississippi, Oregon, Texas, Massachusetts, Florida, and North Carolina.

Duro-Last can fabricate 80-85% of the field seams under ideal, quality-controlled conditions. Duro-Last also custom manufactures the "critical" flashings, including stacks, drains, parapets, curbs and scuppers.

Every commercial installation is inspected by a Duro-Last Technical Representative. Upon satisfactory completion a 15- or 20-year warranty is then given to the building owner.

If you have any questions or should need any further information, please contact me at our Michigan office.

Sincerely,

Brandon Schember
Director of Sales Operations
Duro-Last Roofing

BS/cls

Section 6: Primary Point of Contact

- **Name:** Kevin Chon
- **Title:** Project Manager
- **Phone:** 703-347-3628
- **Email:** kchon@kumbitco.com
- **Role:** Single point of contact for JMU daily communications, scheduling, & emergency dispatches.

Section 7: Mobilization & Fast Turnaround Approach

Management Mobilization & Emergency Response Capability

To effectively support JMU's ongoing operational needs and fast-turnaround project demands, KBC maintains an agile mobilization structure capable of rapid deployment regardless of geographic proximity.

- **Standard Project Mobilization:** Within 5 business days of Notice to Proceed (NTP), KBC finalizes submittals, schedules crews, secures materials, and establishes on-site staging.
- **Fast-Turnaround & Emergency Response (24/7):**
    - **Dedicated Emergency Hotline:** Operates 24/7/365 with direct access to on-call project managers.
    - **Rapid Response Window:** Emergency dispatch crews mobilize within **2 to 4 hours** of call receipt to perform immediate leak mitigation, temporary tarping, or urgent structural protection.
- **Managing Distance Logistics:**
    - **Regional Subcontractor & Vendor Network:** Strategic partnerships with regional material distributors in Virginia ensure immediate access to critical supplies.
    - **Pre-Staged Service Vehicles:** Fleet service trucks are fully stocked with standard repair materials (epdm/tpo patches, sealants, fasteners) to resolve routine service calls in a single trip.

Section 8 & 9: Invoicing & Change Order Procedures

Invoicing Procedure

1. **Schedule of Values (SOV):** For major projects, billings are submitted monthly based on an approved AIA G702/G703 Application and Certificate for Payment format detailing percentage of completion.
2. **Small Repair / Time & Materials:** Invoices for service work include itemized breakdowns of labor hours, material receipts, and photo documentation of completed work attached.
3. **Review & Approval:** Draft invoices are reviewed with JMU's designated project representative prior to official submission.

Change Order Procedure

1. **Field Discovery:** If unforeseen conditions (e.g., deteriorated deck, hidden water damage) arise, work in the affected area stops immediately.

2. **Cost Breakdown Submission:** KBC submits a written Change Order Request detailing the revised scope, material quantities, labor hours, and schedule impact.
3. **Written Authorization:** No additional work or billing is executed without a fully signed Change Order from JMU Procurement/Facilities.

Section 10: Additional Goods & Services Offered

- **Infrared Thermal Roof Scans:** Non-destructive moisture detection to isolate hidden roof leaks and wet insulation.
- **Gutter & Drain Maintenance Programs:** Bi-annual clearing of roof drains, scuppers, and downspouts to prevent ponding water.
- **Preventive Maintenance Agreements (PMA):** Scheduled semi-annual roof inspections and minor touch-up maintenance to extend system service life.
- **Drone Aerial Mapping:** High-resolution aerial imagery for preliminary facility planning and roof asset management.

Section 11: Occupational Safety and Health Policy Statement

1**. Purpose & Commitment**

CarmelFJ Co (dba) KBC is committed to providing a safe and healthy work environment for all employees, subcontractors, and visitors. Preventing work-related injuries and illnesses is our core value. We strictly adhere to all federal **OSHA** (Occupational Safety and Health Administration) regulations and **Virginia DPOR** safety standards to ensure the highest level of protection on every job site.

2**. Responsibilities**

- **Management (Josh / Project Management):** Responsible for providing necessary resources, personal protective equipment (PPE), and comprehensive safety training for all personnel.
- **Site Supervisor (Kevin / PM / Foreman):** Responsible for conducting daily site inspections, identifying potential hazards, and ensuring all workers strictly follow safety protocols.

- **Employees & Subcontractors:** Required to wear mandated PPE at all times, follow all safety guidelines, and immediately report any hazardous conditions or "near-miss" incidents to management.

3**. Personal Protective Equipment (PPE)**

All personnel are required to wear the following equipment while on-site:

- **Hard Hats:** Mandatory in all areas with potential overhead hazards or falling objects.
- **Safety Glasses:** Required during cutting, drilling, lighting fixture replacement, or any task involving flying debris and dust.
- **Safety Gloves:** Mandatory when handling sharp materials, such as IMP panels, metal trims, and electrical components.
- **High-Visibility Vests:** Mandatory in areas with active vehicle traffic or heavy machinery operation.

4**. Specific Safety Procedures**

- **Electrical Safety (Lighting Retrofits):** All electrical work must follow **Lockout/Tagout (LOTO)** procedures. Power must be disconnected and verified with a voltage tester before any work begins.
- **Fall Protection:** For work performed at heights of **6 feet or more**, workers must use approved safety harnesses, lanyards, and lifeline systems.
- **Ladder Safety:** Ladders must be inspected before use for defects. Workers must maintain **three-point contact** at all times while climbing.

5**. Emergency Action Plan**

- In the event of an accident, stop work immediately and notify the Site Supervisor / PM (**Kevin**) or Management.
- For life-threatening injuries or emergencies, dial **911** immediately.
- **Nearest Emergency Medical Facility:** JMU Health Center (Emergency Room), 724 South Mason St., MSC 7901, Harrisonburg, VA 22807, 540-568-6178

6**. Training and Communication**

Safety is a continuous process. All workers must complete a site-specific safety orientation before starting work. We conduct regular **"Toolbox Talks"** (pre-job safety briefings) to discuss daily hazards and reinforce safe work practices.

Effective Date: August 17, 2026

Approved by: 

Printed Name: Sae Kim

Title: President

KBC CARMELFJ

T. 571-217-5794 / 703-340-6477 www.kumbitco.com
ekim@kumbitco.com

Projects of Comparable Services

1. NRHA (Norfolk Redevelopment & Housing Authority)

Dollar amount: $1,983.000.00

Time frame: March 25 – December 25

Work performed: Replaced and installed roofing on 20 apartments' building

Contact information: Clayton Odom, Design and Construction Management Director,

757-314-1523, codom@nrha.us

2. RRHA (Richmond Redevelopment & Housing Authority)

Dollar amount: $660.000.00 + (annual contract, starts March 2026)

Time frame: March 26 ~ present

Work performed: Remodeling apartments

Contact information: Brandon Chavis, Inspector, Superintendent, 804-690-9686

Brandon.chavis@rrha.com

3. Subway

Dollar amount: $260.000.00

Time frame: June 24

Work performed: Remodeling Subway Store in WV

Contact information: Matt Yurkovich, Project Manager, Subway HQ, 703-909-7584

matty@ohcal.com

KBC
CARMELFJ

CONSTRUCTION · DESIGN-BUILD · CONSULTATION



CAPABILITY STATEMENT

Core Competencies

- ***Interior Remodeling*** of commercial buildings and warehouses
- ***interior design -*** Modern and innovative
- ***Interior Fit-Up***: Completing and outfitting interior spaces to meet specific functional and aesthetic requirements.
- **Renovations**: Updating and improving existing structures to enhance usability and appearance.
- **Design-Build Services**: Offering integrated design and construction solutions for streamlined project delivery.
- **Project Management**: Overseeing construction projects to ensure they are completed on time and within budget.

Differentiators

- ***Comprehensive Service Offerings*:** KBC provides a wide range of services, this versatility allows clients to engage a single contractor for diverse project needs, ensuring consistency and streamlined communication.

- ***Client-Centric Approach:*** KBC emphasizes personalized service, tailoring each project to meet the unique requirements and preferences of its clients.

- ***Local Market Knowledge:*** With a focus on the DMV area, KBC possesses in-depth understanding of local building codes, regulations, and market trends, enabling efficient navigation of the permitting process and alignment with regional expectations.

Past Performance

- Client: Richmond Redevelopment& Housing Authority
  Description:Replacement of windows 218EA
- Value: $398,000.00 | Period: 01/2026
- Results:Completed 218 windows on 8−story building
-
- **Client: Norfolk Redevelopment & Housing Authority**
  - Description: New Exterior & Interior
  - Value: $1,982,000.00 | Period: 01/2025 - 07/2025
  - Results: Completed a 20 Buildings project,

- **Client: Tous les Jours**
  - Description: Interior fit-up
  - Value: $780,000.00 | Period: 05/2022 - 11/2022
  - Result: Achieving high satisfaction

Company Intro

Established in 2016, KBC, is a reputable construction firm specializing in interior remodeling, design-build, and consultation services for public, commercial, and residential projects.

Company Data

UEI: MFKNWJAYHC85
CAGE: 8JHK1
DUNS: 062981544
Size: Small
Socio-economic Status: SLBE, DBE, MBE, Minority Owned, VA SWaM

NAICS Codes

236220 - Commercial and Institutional Building Construction

Contract Vehicles

Federal Agencies can buy from KBC Inc. through Simplified Acquisition Procedures (SAP), and Government Purchase Cards.

14716 Old Lee Rd., #E, Chantilly, VA 20151 (571) 217-5794 -
info.kbc23@gmail.com ekim@kumbitco.com
KUMBITCO.COM

P. 571-217-5794 / 703-340-6477www.kumbitco.com ekim@kumbitco.com

Warranties

Warranty Provider (Company): CarmelFJ Co (dba) KBC
Project Name: Kramer Center Renovation
Project Address: 104 Powell Street Centreville, MD 21617
Warranty Period: 1 Year from [Date of Substantial Completion]

Scope of Warranty:

- This warranty covers defects in materials and workmanship under normal use and service.
- Replacement parts and labor are covered.

Exclusions:

- This warranty does not cover damage due to misuse, abuse, unauthorized modifications, or acts of nature.
- Regular maintenance costs are excluded.

SAMPLE

Claim Procedure:

- Contact [Sung Jon, KBC, PM, 703-994-9789] to initiate a claim.
- Proof of purchase and warranty certificate are required.

Authorized Signature:



Name: Erick Kim
Title: President
Company: KBC
Date: December 10, 2024

OWENS CORNING
Limited Lifetime Warranty for Fiberglas™ Insulation Batts and Fiberglas™ Insulation Rolls

INTRODUCTION
Thank you for your recent purchase of Fiberglas™ Batts ("Insulation Batts") and/or Fiberglas™ Rolls ("Insulation Rolls") manufactured by Owens Corning Insulating Systems, LLC. We believe we manufacture our Insulation Batts and Insulation Rolls to be of the highest quality and that is why we stand behind them with one of the best warranties in the industry.

We have attempted to write this warranty in clear, plain-English terms, including the limitations and restrictions, so you will fully understand the warranty we are making to you. If anything in this warranty is not clear to you, please call us at 1-800-GET-PINK® or visit our website at www.owenscorning.com. Please note that the terms contained here are subject to change without notice.

WHO IS COVERED
If you live in the United States or Canada and you are the original consumer purchaser (i.e. the homeowner or building owner, not the installer or contractor), or any transferee from the original consumer purchaser, of one of our Insulation Batts and/or Insulation Rolls products (the "Purchaser"), you are entitled to the benefits of this warranty.

WHAT IS COVERED
Owens Corning Insulating Systems, LLC ("Owens Corning"), subject to the conditions and limitations set forth herein, warrants that its Insulation Batts and Insulation Rolls shall be free from any defect in material or manufacturing that would adversely affect their R-value for the life of the building from the date of installation when such Insulation Batts and Insulation Rolls shall have been properly installed and when subject to normal and proper use.

REMEDY
(a) If the performance of the Insulation Batts and/or Insulation Rolls is ever materially affected during the warranty period by a defect in material or manufacturing as described in the preceding paragraph, then Purchaser's sole and exclusive remedy, and the limit of Owens Corning's liability for Insulation Batts and/or Insulation Rolls proven to be other than as warranted, whether based upon breach of warranty, negligence, strict liability, tort, breach of contract, or any other legal theory shall be, at Owens Corning's sole option, to provide the Purchaser with (1) a quantity of Insulation Batts or Insulation Rolls sufficient to replace the defective Insulation Batts or Insulation Rolls (non-defective Insulation Batts and/or Insulation Rolls need not and will not be replaced); (2) a quantity of Insulation Batts or Insulation Rolls sufficient to bring the thermal performance of the installed Insulation Batts or Insulation Rolls up to the original intended R-value; or (3) a refund of the original purchase price of the Insulation Batts or Insulation Rolls.

(b) OWENS CORNING'S LIABILITY HEREUNDER IS LIMITED TO, AND CAPPED AT, THE REASONABLE COST OF THE REPLACEMENT OR ADDITIONAL INSULATION BATTS OR INSULATION ROLLS REQUIRED TO ACCOMPLISH THE REMEDY, OR REFUND OF THE ORIGINAL PURCHASE PRICE OF THE INSULATION BATTS OR INSULATION ROLLS, WHICHEVER IS GREATER.

(c) OWENS CORNING SHALL HAVE NO LIABILITY FOR THE COST (OF LABOR, DISPOSAL OR OTHERWISE) TO REMOVE THE DEFECTIVE INSULATION BATTS OR INSULATION ROLLS OR TO INSTALL ANY NEW INSULATION BATTS OR INSULATION ROLLS.

WHAT IS NOT COVERED
This warranty does not apply to and Owens Corning shall not be liable for any cause not expressly covered herein. This warranty does not cover any problems with non-defective material caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include failures or defects in the Insulation Batts and/or Insulation Rolls caused by:

- *causes beyond normal and proper use including, but not limited to: acts of God, war or terrorism, fire, flood, wind or other weather damage, exposure to chemicals or the environment; or*
- *failures or distortions in the building structure, or improper installation of neighboring products; or*
- *failure to install the Insulation Batts and/or Insulation Rolls strictly in accordance with Owens Corning's published installation instructions for Insulation Batts and Insulation Rolls; or*
- *failure to install the Insulation Batts and/or Insulation Rolls in compliance with all applicable building codes; or*
- *damage to the Insulation Batts and/or Insulation Rolls caused by alterations made after completion of application, including but not limited to structure changes, equipment installation, painting or application of cleaning solutions, coatings or other modifications; or*
- *non-manufacturing defects, including but not limited to improper maintenance, neglect, accident, casualty, vandalism or misuse of the Insulation Batts and/or Insulation Rolls, or any other cause that disturbs or disrupts the Insulation Batts and/or Insulation Rolls as installed; or*
- *any costs incurred by you that are not authorized in writing, and in advance, by Owens Corning.*

LIMITATIONS ON COVERAGE

THE WARRANTY PROVIDED IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED. THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. OWENS CORNING SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, FOR PUNITIVE DAMAGES, OR FOR DAMAGE TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS. THIS WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM OWENS CORNING. OWENS CORNING'S LIABILTY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER THEORY OR CAUSE OF ACTION.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

NOTIFICATION OF CLAIMS

If the Insulation Batts and/or Insulation Rolls exhibit what the Purchaser believes to be a manufacturing defect covered under the terms of this warranty, the Purchaser must notify Owens Corning within thirty (30) days of discovery of the issue. Mail written notifications to Owens Corning, One Owens Corning Parkway, Toledo, Ohio 43659, and include a description of the claimed defect, along with the Purchaser's name, address, telephone number, and date of installation.

MODIFICATION OF THIS LIMITED LIFETIME WARRANTY

This warranty may not be changed or modified, except in writing signed by an officer of Owens Corning.

No statement or recommendation made, or assistance given by, Owens Corning or its representatives, either oral or in any literature or other documentation, to Purchaser or any other persons in connection with the purchase, use or installation of Insulation Batts and/or Insulation Rolls by or for Purchaser, shall constitute a waiver by Owens Corning of any provision of this warranty for Insulation Batts and/or Insulation Rolls or affect Owens Corning's liability as defined in this warranty document.

For further information, please call: OWENS CORNING, ONE OWENS CORNING PARKWAY, TOLEDO, OH 43659; Telephone: 1-800-GET-PINK® or visit our website at www.owenscorning.com.

Effective Date: July 15, 2012

OWENS CORNING®

INNOVATIONS FOR LIVING®

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APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

TO: **Richmond Redevelopment & Housing Author**
600 E Broad Street, Ste. 400
Richmond, VA 23219

PROJECT **Window Replacement at 1611 4th Ave**
ADDRESS **1611 4th Ave.**
Richmond, VA 23222
PROJECT NO: **RRHA-IFB-2025-14**

APPLICATION NO: **1**
PERIOD TO: **10/31/2025**

Distribution to:
☐ OWNER
☐ A/E
☒ GC

FROM: **CARMELFJ CO dba KBC**
12474 Casbeer Drive
Fairfax, VA 22033

VIA

ARCHITECT: **N/a**

CONTRACT FOR: Window Replacement at 1611 4th Ave

CONTRACT DATE: **10/22/25**

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY - This section must be completed if you have change orders			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		*0.00*	*0.00*
Approved this Month			
Number	Date Approved		
		-	-
			-
			-
		-	-
		-	-
		-	-
		-	-
TOTALS		-	-
Net change by Change Orders		-	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *CARMELFJ CO dba KBC*

president.

By: Sae Kim Date: *11/5/2025*

Application is made for Payment, as shown below, in connection with the Contract, Continuation Shee AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ *395,195.00*
2. Net change by Change Orders		$ -
3. CONTRACT SUM TO DATE		$ ***395,195.00***
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ *72,451.50*
5. RETAINAGE		
a. 0 % of Completed Work (Column D + E on G703)	$ -	
b. 0 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Line 5A + 5b or Total in Column I of G703)		$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ *72,451.50*
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)		$ -
8. CURRENT PAYMENT DUE		$ ***72,451.50***
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ *322,743.50*

State of: VIRGINIA County of: FAIRFAX
Subscribed and sworn to before me this 5 day of OCTOBER, 2025
Notary Public: 7991691
My Commission expires: 7/31/2026

SERGIO VILLARROEL ORELLANA
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2026
COMMISSION # 7991691

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the General Contractor certifies to the Owner that to the best of the GC's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Sub-Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

GENERAL CONTRACTOR:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Sub-Contractor nam herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Sub-Contractor under this Contract.

11/5/2025

SAMPLE

CONTINUATION SHEET DOCUMENT G703

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for the line items may apply

APPLICATION NUMBER: 1
APPLICATION DATE: 11/5/2025
PERIOD TO: 10/31/2025
PROJECT NO: RRHA-IFB-2025-14

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	***Bonds/Insurance***	**$9,880.00**	$0.00	$9,880.00	$ -	$9,880.00	100%	$ -	$ -
2	***General Conditions***	**$98,863.00**	$0.00	$49,431.50	$ -	$49,431.50	50%	$ 49,431.50	$ -
17	***Metal Windows***		$0.00						$ -
17.1	Vinyl Windows	**$261,600.00**	$0.00	$12,000.00		$12,000.00	5%	$ 249,600.00	$ -
17.2	Horizontal Louver Blinds	**$24,852.00**	$0.00	$1,140.00		$1,140.00	5%	$ 23,712.00	$ -
		$395,195.00	**$0.00**	**$72,451.50**	**$ -**	**$72,451.50**	**18%**	**$322,743.50**	**$0.00**

INVOICE

CARMELFJ CO dba KBC
12474 Casbeer Dr
Fairfax, VA 22033-4387

info.kbc23@gmail.com
+1 (703) 340-6477
https://www.kumbitco.com

Richmond Redevelopment and Housing Authority:#1611_RRHA_VA_Richmond

Bill to
RRHA
Richmond Redevelopment and Housing Authority
600 E Broad Street,
Ste. 400
Richmond, VA 23219

PROJECT NO: RRHA-IFB-2025-14

Ship to
RRHA
Richmond Redevelopment and Housing Authority
600 E Broad Street,
Ste. 400
Richmond, VA 23219

PROJECT NO: RRHA-IFB-2025-14

Invoice details
Invoice no.: #1_2025_774
Terms: Net 30
Invoice date: 11/05/2025
Due date: 12/05/2025

SAMPLE

Product or service	Description	Qty	Rate	Amount
1. Bonds/ Insurance	Bond $	1	$9,880.00	$9,880.00
2 General Conditions	GC $	1	$49,431.50	$49,431.50
17.1 Vinyl Windows	Windows EA	10	$1,200.00	$12,000.00
17.2 Horizontal Louver Blinds	Blinds EA	10	$114.00	$1,140.00
Late fee	Flat fee - Applied on Dec 6, 2025			$0.00

Total **$72,451.50**

Overdue 12/05/2025

Note to customer
For the period thru 10/31/2025

Metropolitan Washington
Airports Authority
1 Aviation Circle
Washington, DC 20001-6000

METROPOLITAN
WASHINGTON
AIRPORTS AUTHORITY

March 21, 2024

Mr. Sae Kim
CarmelFJ Company DBA KBC
4184 Calais Point Court
Fairfax, VA 22033

Certification Number: LD20994811

Certification Expiration Date: March 21, 2027

Dear Mr. Kim:

We are pleased to inform you that your firm's application for certification as a Small Local Business Enterprise (SLBE) with the Metropolitan Washington Airports Authority (Airports Authority) has been approved.

This certification qualifies **CarmelFJ Company DBA KBC** to participate as a SLBE on non-federally funded contracts with the Airports Authority, which require SLBE participation.

If, there is a material change in the firm that may affect SLBE eligibility, you must promptly notify this office in writing. This includes, but is not limited to: ownership, officers, directors, scope of work being performed, daily operations, and affiliations with other businesses or individuals or physical location of the firm. Notification should include supporting documentation. The Airports Authority may commence actions to remove your firm's eligibility if you fail to comply with these requirements or otherwise fail to cooperate with the Airports Authority in any inquiry or investigation.

The Airports Authority reserves the right to review your firm's SLBE certification at any time and you may be required to provide any and all relevant documentation. Failure to cooperate by providing the requested information may lead to de-certification.

If you wish to expand or change your firm's SLBE certification to include NAICS codes not listed on page 2 of this letter, you must send a written request to this office. You may be asked to provide additional information concerning your firm's qualifications to perform work in the areas covered by the requested NAICS codes.

Please note that for SLBE program purposes, this certification allows **CarmelFJ Company DBA KBC** to be counted toward SLBE participation credit only for those business activities covered under the following North American Industry Classification System (NAICS) Codes:

NAICS Codes and Descriptions
NAICS 236220: ADDITION, ALTERATION AND RENOVATION, COMMERCIAL AND INSTITUTIONAL BUILDING

Please apply for recertification 60 days before the expiration date to avoid loss of the certification.

Thank you for your interest in doing business with the Airports Authority. We look forward to your participation as a SLBE in the Airports Authority's contracting programs. If you have any questions, please contact the Department of Supplier Diversity at 703-417-8660.

Sincerely,



Cedric Kinlow
Technology and Compliance Manager
Department of Supplier Diversity

CK:js

COMMONWEALTH of VIRGINIA

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

EXPIRES ON
09-30-2026

NUMBER
2705160973

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CIC RBC

CARMELFJ CO
KBC
12474 CASBEER DR
FAIRFAX, VA 22033

DPOR

Brian Wolford, Interim Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

LICENSE PRIVILEGES AND INSTRUCTIONS

This license, certificate, or registration is issued to the individual or business named on the front of this document and is **NOT TRANSFERABLE**. Notify the Board of changes to name (individual, business, and/or trade), mailing address, or location.

The privileges of this license, certificate, or registration are hereby granted to the individual or business to operate in accordance with the terms of the license, certificate, or registration herein designated and the applicable statutes of the Commonwealth of Virginia and the regulations of the Board.

The privileges conferred by this license, certificate, or registration shall continue until the expiration date. However, the license, certificate, or registration may be suspended or revoked prior to expiration.

Information about our agency, boards, and programs can be found at http://www.dpor.virginia.gov. Any questions relative to the issuance, privileges and maintenance of your license, certificate, or registration should be addressed to the Board.

THIS DOCUMENT AND POCKET CARD CONTAIN SECURITY FEATURES. ALTERATION OF THIS DOCUMENT OR A POCKET CARD, USE AFTER EXPIRATION, OR USE BY ANOTHER INDIVIDUAL OR BUSINESS MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

COMMONWEALTH of VIRGINIA

Department of Small Business and Supplier Diversity

VIRGINIA UNIFIED CERTIFICATION PROGRAM

April 15, 2024

Sae Kim
CarmelFJ Co
12474 Casbeer Drive
Fairfax, VA 22033

Certification Number: 724722

Dear Sae Kim:

The Virginia Department of Small Business and Supplier Diversity (VDSBSD) has approved the certification of **CarmelFJ Co** as a Disadvantaged Business Enterprise (DBE) subject to the requirements of the DBE Regulation 49 CFR, Part 26 and all the laws of this state applicable to the transaction of business. Your firm's **Certification Eligibility Period begins with the date identified below.** *Every* year, prior to **the anniversary of your certification,** you are required to meet the annual submission requirement by submitting documents found online at www.sbsd.virginia.gov to continue in the DBE Program.

We are pleased to inform you that we have certified your company in the following NAICS Code(s):

236220 - COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
236118 - REMODELING AND RENOVATING, RESIDENTIAL BUILDING
238130 - FRAMING CONTRACTORS
238310 - DRYWALL AND INSULATION CONTRACTORS
238320 - PAINTING AND WALLPAPERING
238330 - FLOORING CONTRACTORS
238350 - FINISH CARPENTRY CONTRACTORS

It is your responsibility to notify VDSBSD immediately of any changes in your firm such as name, address, ownership, officers, or Board of Directors. Please check the accuracy of your internet entry in the DBE Directory at www.sbsd.virginia.gov. Your firm's certification is subject to our review at any time during the year and you may be required to provide any and all relevant documentation. Failure to cooperate by providing the requested information may lead to de-certification.

You may receive management and technical assistance by writing to the Department of Small Business and Supplier Diversity, 101 N. 14th Street, 11th Floor, Richmond, VA 23219, or by calling (804) 786-6585. If you have questions, please contact Shyteia Carter at (804) 786-3104 or by email at shyteia.carter@sbsd.virginia.gov.

Sincerely,

Verniece Love

Deputy Director

Certification Eligibility Period Begins: April 15, 2024

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# MPM-1263

Roofing Inspection, Installation, Maintenance, & Replacement

July 17, 2026

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# MPM-1263

Issue Date: **July 17, 2026**

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 August 18, 2026 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

MANDATORY/ OPTIONAL PRE-PROPOSAL: No Pre-proposal meeting is scheduled

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Lead Contract Officer & Project Manager, 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)

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-1263

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B. SWaM Utilization Plan
C. Sample of Standard Contract
D. Zone Map
E. VHEPC PAC Agreement
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G. Student Internship and Learning Opportunities
H. JMU Design and Construction Guidelines (separate attachment)
I. Rates and Product Pricing (separate attachment)

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 roofing inspection, installation, maintenance, and repair services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

JMU is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 23,000 students and over 3,700 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 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. Contract 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. 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.

2. Describe experience providing roofing inspection, installation, maintenance, and replacement services. Emphasize experience with other higher education institutions.

3. 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.

4. 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.

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

6. 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.

7. 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.

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

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

10. 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.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

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. **ELECTRONIC SUBMISSION**:

      i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.

ii. eVA Procurement Website and Registration The Commonwealth's procurement portal, eVA, located at http://www.eva.virginia.gov, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, http://www.eva.virginia.gov. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.

iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.

b. **PAPER SUBMISSIONS:**

i. **One (1) original** and **one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.

ii. **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 Section V.4.f. below.

iii. 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.

iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.

2. Should the proposal contain **proprietary information**, **provide one (1) redacted 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.

3. 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.

4. Proposal Preparation

   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

   b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

   c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

   d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

   e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

   f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must**

indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.

5. 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. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)

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.

8. Student Internship Learning Opportunities: JMU values partnerships that contribute to the professional development of its students. While not mandatory, the University encourages Firms to consider offering internships, cooperative education, or applied learning opportunities to JMU students in connection with the goods and/or services provided under this agreement. If applicable, please describe in the **Student Internship and Learning**

Opportunities Attachment G any opportunities your Firm may offer for student engagement, such as:

- Career Fairs
- Paid or unpaid experiential roles (inclusive of short-term or semester-long internships)
- Participation in relevant projects or initiatives
- Job shadowing, mentoring, or career talks
- Campus Interviews
- Your organization's HR meeting with JMU Employer Services Team

Firms are welcome to outline any support structures for student participants, including mentorship, training, or supervision. Responses will be sent to JMU's University Career Center office for coordination with Firms to connect students with potential opportunities.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

		Points
1.	Quality of products/services offered and suitability for intended purposes	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	20
		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. PRECENDENCE 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
Architecture	$2,000,000 per occurrence; $6,000,000 aggregate
Asbestos Design, Inspection, or Abatement Contractors	$1,000,000 per occurrence; $3,000,000 aggregate
Professional Engineer	$1,000,000 per occurrence; $6,000,000 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 via email directly to the Procurement Officer listed on the signature page of this solicitation or 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 or swamreporting@jmu.edu .**

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 or swamreporting@jmu.edu** . 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 or swamreporting@jmu.edu** .

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 to 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 **require** 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

Suppliers that do not sign up for one of these payment processes may risk their contract being suspended until such enrollment occurs or terminated, at the discretion of the university. Enrollment should begin no more than 10 days after award. Invoices shall include the applicable PO number.

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.

Attachment I Rates and Product Pricing provides a template which 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.

XI. ATTACHMENTS

A. Offeror Data Sheet

B. SWaM Utilization Plan

C. Sample of Standard Contract

D. Zone Map

E. VHEPC PAC Agreement

F. SWaM Standard Reporting Template (separate attachment)

G. Student Internship and Learning Opportunities

H. JMU Design and Construction Guidelines (separate attachment)

I. Rates and Product Pricing (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 #

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, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

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 _____.

SAMPLE

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

CONTRACTOR:	PURCHASING AGENCY:
By:_____	By:_____
(Signature)	(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

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

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY st/nd] day of [MONTH, YEAR], is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and [VENDOR NAME], ("Vendor").

TERM

The term of this Agreement shall begin [Date] to [Date] with [Number] of [Number] year renewal options, and an expected final expiration date of [Date]. This end date coincides with the Primary Agreement's [Agreement Number] end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the "Primary Agreement"), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Vendor will:

A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.

B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;

C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortiu m will:

A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members

B. Maintain an approved version of Vendor's logo on the Consortium website

III. Payment:

A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

SAMPLE

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
c/o VHEPC
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
[City, State, Zip]
Email: [Vendor Email]
Fax: [Fax]

SAMPLE

ACCEPTANCE

For James Madison University	**For [Vendor]**
_____	_____
[Lead Proc]	[Vendor Contact]
[Lead Job Title]	[Vendor Contact Title]
_____	_____
Date	Date

Agreement #: [JMU Contract-Number]-PAC

SAMPLE

ATTACHMENT G

Student Internship and Learning Opportunities

Firm Name:
Primary Contact Name & Title:
Email Address:
Phone Number:

Section 1: Overview of Student Engagement Potential/Opportunities
Summary of approach/willingness:

Section 2: Proposed Student Internship & Learning Opportunities *(check all applicable or of interest to your firm*)

[ ] **Career Fairs**
Brief Description:
Contact Information for Career Fairs, if different from Primary Contact:

[ ] **Paid Experiential Roles**
Brief Description:
Contact Information for Paid Experiential Roles, if different from Primary Contact:

[ ] **Unpaid Experiential Roles**
Brief Description:
Contact Information for Unpaid Experiential Roles, if different from Primary Contact:

[ ] **Participation in Projects**
Brief Description:
Contact Information for Participation in Projects, if different from Primary Contact:

[ ] **Job Shadowing**
Brief Description:
Contact Information for Job Shadowing, if different from Primary Contact:

[ ] **Mentoring Program**
Brief Description:
Contact Information for Mentoring Programs, if different from Primary Contact:

[ ] **Career Talks / Guest Lectures**
Brief Description:
Contact Information for Career Talks/Guest Lectures, if different from Primary Contact:

[ ] **Campus Interviews**
Brief Description:
Contact Information for Campus Interviews, if different from Primary Contact:

[ ] **Engagement with JMU Employer Services Team**
Brief Description:
Contact Information for Engagement with JMU Employer Services Team, if different from Primary Contact:

[ ] **Other**
Brief Description:
Contact Information for Other, if different from Primary Contact:

Reporting Instructions

1) Complete all information accurately
2) Contact Phillip Ewell (swamreporting@jmu.edu, ewellpw@jmu.edu or 540-568-7999) to discuss questions or concerns with reporting on this form
3) Include the Schedule of Values No.(s) that relate to the payments received and being reported on the current reporting *(please note the Schedule of Values number(s) on this report* ***may not be*** *the same as the one you are submitting the form with)*
4) ALL sub-contractors should be reported, even if they are not currently SWAM certified *(our staff will attempt to contact them to see if they are capable of certifying)*
5) The Schedule of Values should be completed entirely with a vendor name included regardless of whether you believe the firm is SWAM or not - this helps for matching between this report and the Schedule of Values - it also helps us to continue to follow up on certifications with vendors that may not be currently certified.
6) Suppliers should be reported as they are considered the same as sub-contractors

James Madison University - SWaM Subcontracting Expenses - Goods & Services Projects

JMU Contract Number:	"contract number"
Name of Prime Contractor:	"name"
SWAM Reporter Contact:	"contact name"
SWAM Reporter Contact E-mail:	"e-mail"
SWAM Reporter Contact Phone:	"phone"
Prime Contractor Fed. Tax ID:	"FEIN"
Prime Contractor SWAM #: (if applicable)	"cert #"

*Subcontractor Reporting Form must be completed and submitted quarterly to swamreporting@jmu.edu **Payment may be withheld by terms of the contract if complete and accurate information is not submitted* *For questions or concerns contact Phillip Ewell (swamreporting@jmu.edu or 540-568-7999)

Certfication Types	
MB	Minority-Owned Business
WB	Women-Owned Business
O	Micro Business
SDV	Service Disabled Veteran
SB	Small Business
ESO	Employment Service Organization
8(a)	8(A)
EDWOSB	Economically Disadvantaged Woman Owned Small Business
FSDV	Federal Service Disabled Veteran
DBE	Disadvantaged Business Enterprise
ACDBE	Airport Concession Disadvantaged Business Enterprise

Name of Subcontractor	First / Second Tier	Subcontractor's Fed. Tax ID #	SBSD Certification Number	Certification Expiration Date	Certification Type(s)	Current Project Payments
Rockingham Steel (Sample)	1	11-2222222	654361	7/11/2009	SB	$
Harrisonburg Industrial (Sample)	2	22-3333333	612345	6/11/2010	MB	$
Linville Erectors (Sample)	2	33-4444444	789101	10/11/2009	WB	$

Rates by Role for RFP# MPM-1263
Roofing Inspection, Installation, Maintenance, & Replacement

LABOR RATES		
Personnel	**Normal Working Hours**	**Overtime/Weekend/ Holiday/Emergency Hours**
Supervisor/Superintendent/Foreman	**$ /hour**	**$ /hour**
Laborer	**$ /hour**	**$ /hour**
Inspector	**$ /hour**	**$ /hour**
Project Estimator	**$ /hour**	**$ /hour**
Pressure Washing Fee	**$ /hour**	**$ /hour**

- If other role designations are needed, please provide labor rates and an explanation of how this additional designation is needed to meet the needs expressed in the scope of the Request for Proposals.

- Please also address the % Off of List price for Parts & Supplies and Equipment/Rental Equipment offered to the University by Manufacturer. The University does not seek a complete catalogue of available products. Indicate which manufacturer's products you will offer to the University and the % Discount Off List you will offer the University. You may designate specific items as needed or if pertinent to the scope of the RFP. Add as many rows as needed but please follow the format laid out below.

PARTS & SUPPLIES				
Item	**Manufacturer**	**List Price**	**% Discount Off**	**University Price**
		$	**%**	**$**
		$	**%**	**$**
		$	**%**	**$**
		$	**%**	**$**

EQUIPMENT & RENTAL EQUIPMENT			
Item	**List Price**	**% Discount Off**	**University Price**
Crane ($/hour)	**$**	**%**	**$**
Crane (daily mobilization)	**$**	**%**	**$**
Skylift ($/hour)	**$**	**%**	**$**
Skylift (daily mobilization)	**$**	**%**	**$**

- Please also address any other discounts or fees which may be anticipated.

OTHER PRICING				
Early Payment Discount				**%**
Subcontractor Fees				**%**
				$
				$